



nocn
GROUP

Centre Agreement and Terms and Conditions



This agreement is made between **NOCN** and the **Centre** (details provided at the end of this agreement and Terms and Conditions).

NOCN is a UK charity (registered company number 03829217 and registered charity number 1079785) whose registered office is at the Acero Building, 1 Concourse Way, Sheaf Street, Sheffield S1 2BJ, UK ("**NOCN**").

The **Centre** is an organisation which has been formally approved by **NOCN** to make use of **NOCN** products and services, in line with the scope of this agreement. The name, address and key staff details of the **Centre** will be stored on **NOCN** systems against its individual record. It is the responsibility of the **Centre** to ensure these details are accurate and up to date by notifying **NOCN** in line with its published guidance. Any amendments to **Centre** details such as name or address will not affect the status or terms of this agreement.

SCOPE

This agreement covers all the areas where **NOCN** and the **Centre** have agreed to work on:

- a) Regulated qualifications under the various conditions and regulations set by the UK **Regulatory Authorities** in England, Northern Ireland and Wales.
- b) Non-regulated provision including Endorsed Programmes and Assured Courses.

DEFINED TERMS AND INTERPRETATIONS

1.1 The following definitions and rules of interpretation apply in this Agreement.

Definitions:

- 1.2 **Agent:** means a third party appointed by **NOCN** to act as its agent, to carry out certain of its regulated activities. For the purposes of these Terms and Conditions, the **Centre** is to work with any Agents in the development, delivery, and award of **NOCN** qualifications and units as if they were **NOCN**. A full list of our Agents can be found on the **NOCN** website.
- 1.3 **Centre:** means an organisation undertaking the delivery of qualifications, courses, programmes and/or assessments (and potentially other activities) to learners on behalf of **NOCN** as an Awarding Organisation. **Centres** are typically educational institutions, training providers, or employers. **Centre** also includes any delivery and satellite sites used by the **Centre** to deliver, assess and quality assure **NOCN** regulated qualifications and non-regulated provision.
- 1.4 **Centre Representative:** means the person identified as the **Centre** Representative in the signature section of this agreement and terms and conditions. This person is the individual who has been provided with the authority by the Head of **Centre** to agree to these conditions on behalf of the **Centre**. Overall responsibility for the abiding of this agreement sits with the **Centre's** Head of Organisation.
- 1.5 **Conditions of Recognition (CoR):** means the Conditions of Recognition issued by the **Regulatory Authorities** for England, Northern Ireland and Wales or any subsequent version of these; including statutory guidance and/regulations issued by the **Regulatory Authorities** from time to time, together with any similar regulations, conditions or guidance issued by other **Regulatory Authorities** in the UK.

- 1.6 **Data Controller:** has the meaning set out under the **Data Protection Legislation**.
- 1.7 **Data Processor:** has the meaning set out under the **Data Protection Legislation**.
- 1.8 **Data Protection Legislation:** means (a) the Data Protection Act 2018 and, for the periods when they are in force and any applicable national implementing laws as amended from time to time.
- 1.9 **Data Subject:** has the meaning set out under the **Data Protection Legislation**.
- 1.10 **Learner:** is an individual registered against a **NOCN** product or service.
- 1.11 **NOCN:** means the awarding organisation of that name recognised by the UK **Regulatory Authorities** in respect of the **Conditions of Recognition**, issued from time to time, for the award and authentication of specified qualifications, components, and units.
- 1.12 **Ofqual:** means the non-ministerial government department known as the Office of Qualifications and Examinations Regulation (Ofqual) regulates qualifications, examinations and assessments in England.
- 1.13 **Personal Data:** has the meaning set out under the **Data Protection Legislation**.
- 1.14 **Personal Data Breach:** has the meaning set out under the **Data Protection Legislation**.
- 1.15 **Regulatory Authorities:** means **Ofqual**, the Council for the Curriculum, Examinations and Assessment in Northern Ireland (**CCEA Regulation**), Qualifications Wales (**QW**) and Scottish Qualifications Authority (**SQA**). Specific Regulatory Authorities apply to each individual qualification, further information can be found on the relevant authorities' website.

Interpretations:

- 1.16 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.17 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.19 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.20 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.21 A reference to writing or written includes email.
- 1.22 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.23 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time and includes any Order Forms which are clearly noted as referring back to this agreement and are signed by both parties.
- 1.24 References to clauses are to the clauses of this agreement.
- 1.25 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.26 NOCN policies and procedures referred to within this agreement are published on the NOCN website here: <https://www.nocn.org.uk/support/nocn-group-policies/>

General Terms and Conditions

These terms and conditions apply until updated.

2. Purpose

- 2.1 The purpose of this section is to set out the general terms and conditions of business relating to the **Centre's** use of products and services provided by **NOCN** as specified under the Scope of this agreement. **Centres** must operate in line with **NOCN's** policies and procedures as well as the handbooks/manuals published for the relevant product types the **Centre** delivers, as published on the **NOCN** website.
- 2.2 It is a condition of this Agreement that for the **Centre** to deliver or access **NOCN's** products and services in relation to regulated qualifications (as listed on the **Ofqual** Register of Regulated Qualifications¹, courses, assessments and/or programmes), the **Centre** must be approved as an **NOCN** approved **Centre** in line with the **NOCN** Centre Approval Policy and Procedure.

3. Term and Termination

- 3.1 Subject to early termination in accordance with the terms of this Agreement, the "Term" of this Agreement means the period from the date of signature by the Centre to either replacement by an updated set of Terms and Conditions or by the termination by either party in line with 3.2 or 3.3 of this agreement and Terms and Conditions.
- 3.2 If either party wishes to terminate the agreement, they must provide the other party at least 30 (thirty) days written notice of termination. This may be extended as required to ensure learners are fully protected and given the opportunity, at no detriment to themselves, to complete their studies or transfer to another **Centre**.
- 3.3 Without affecting any other right or remedy available to it, **NOCN** may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 3.3.1 the **Centre** commits an irremediable material breach of any term of this Agreement;

¹ [The Register of Regulated Qualifications: Home page \(ofqual.gov.uk\)](https://www.ofqual.gov.uk)

- 3.3.2 the **Centre** takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or any event of a similar nature;
- 3.3.3 the **Centre** suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or the **Centre's** financial position deteriorates to such an extent that in **NOCN's** opinion the **Centre's** capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.
- 3.3.4 The **Centre** commits a major breach of its responsibilities in line with the requirements of **NOCN's** policies and procedures or those set by the **Regulatory Authorities**.
- 3.4 The **Centre** will co-operate fully with **NOCN** in cases where either the **Centre** or **NOCN** decides it needs to withdraw the **Centre** from its role in whole or in part from the delivery of **NOCN** products. This co-operation will be provided whether the withdrawal is voluntary or not from the **Centre's** perspective. The **Centre** will need to have a clear process in place, which can be reviewed by **NOCN** for managing the withdrawal in whole or in part, which may form part of the **Centre's** Contingency Plan.
- 3.5 The **Centre** will take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point 3.3 above. This will apply whether the withdrawal is voluntary or not from the **Centre's** perspective.
- 3.6 The **Centre** will co-operate fully with **NOCN** and adhere to the process specified by **NOCN** for the withdrawal of the **Centre** from the delivery of qualifications.

4. **Consequences of Termination**

- 4.1 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of **NOCN** that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 4.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Sections 3, 15, 16, 18, 28, 29, 30 and 36 of this agreement continue beyond termination.

5. **Variation of Agreement**

- 5.1 Any variation of this Agreement shall not be effective unless it is in writing and signed by both **NOCN** and the **Centre**.

6. **Waiver**

- 6.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. Severance

- 7.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

8. Notices

- 8.1 A notice or other communication given to a party under this Agreement:

8.1.1 shall be in writing;

8.1.2 shall be sent to the party for the attention of the person at the address or email address specified in this clause (or to such other person or to such other address, or such email address as that party may notify to the other, in accordance with the provisions of this clause; and

8.1.3 may be:

- (a) delivered personally; or
- (b) sent by commercial courier; or
- (c) sent by pre-paid first-class post or recorded delivery; or
- (d) sent by email.

- 8.2 If a notice or other communication has been properly sent or delivered in accordance with this clause, it shall be deemed to have been received as follows:

8.2.1 if delivered personally, at the time of delivery; or

8.2.2 if sent by commercial courier, at the time of signature of the courier's delivery receipt; or

8.2.3 if sent by pre-paid first-class post or recorded delivery, 9.00 am on the second working day after posting; or

8.2.4 if sent by email, at the time of transmission.

- 8.3 For the purposes of this clause, if deemed receipt is not within business hours (for the purpose of this clause meaning 9.00 am to 5.00 pm Monday to Thursday, until 4.00 pm on a Friday, on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business hours next start in the place of receipt.

8.3.1 To prove delivery, it is sufficient to prove that:

- If sent by pre-paid first-class post or commercial courier, the envelope containing the notice or other communication was properly addressed and posted; or
- if sent by email, the notice or other communication was transmitted by email to the email address of the party.

8.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9. Third Party Rights

9.1 No one other than a party to this Agreement shall have any right to enforce any of its terms.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party including without limitation its prices or pricing policies, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17; or

10.2.2 as may be required by law, a court of competent jurisdiction or any government or regulatory authority.

10.3 Except as permitted in this Agreement or agreed in writing between the parties, neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

11. Entire Agreement

11.1 This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

11.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

11.4 Nothing in this clause shall limit or exclude any liability for fraud.

12. Limitations and Exclusions of Liability

12.1 **NOCN** shall not be liable to the **Centre** for any loss of profit, loss of reputation, direct, indirect, or consequential loss, damage, costs, or expenses suffered or incurred by the **Centre** or any claims whatsoever for compensation by the **Centre** which arise out of or in connection with the withdrawal of recognition of **NOCN** by any of the Regulatory Authorities or **NOCN** not remaining an awarding organisation for any reason.

13. Indemnity

13.1 The **Centre** shall indemnify **NOCN** against all liabilities, costs, expenses, damages and losses in circumstances where **NOCN** has had to carry out, complete or correct work which is the responsibility of the **Centre** under this agreement where the **Centre** has failed to meet its obligations.

14. Insurance Obligations

14.1 The **Centre** must maintain in force, during this Agreement and for a period of six years afterwards, relevant insurance policies with reputable insurance companies to cover its obligations and liability under this Agreement.

14.2 Neither party's liabilities under this Agreement shall be deemed to be released or limited by the requirement to maintain the insurance policies referred to in this clause 14.

14.3 The **Centre** will provide **NOCN** on **NOCN's** request, with copies of the insurance policy certificates and details of the cover provided.

14.4 If the **Centre** fails or is unable to maintain insurance in accordance with this clause or fails to provide evidence that it has paid the current year's premiums in accordance with this clause, **NOCN** may suspend its services to the **Centre** until valid insurance is in place.

14.5 The **Centre** will ensure that any of the **Centre's** subcontractors, satellite sites and third parties also maintain adequate insurance having regard to the obligations under this agreement which they may be contracted to fulfil.

14.6 The **Centre** will do nothing to invalidate any insurance policy or to prejudice **NOCN's** entitlement under it.

14.7 The **Centre** will notify **NOCN** if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

15. Complaints and Appeals

15.1 The **Centre** will operate a complaints and appeals process for the benefits of learners.

15.2 The **Centre** will adhere to **NOCN's** appeals process and provide appropriate information and support to enable learners to access the appeals process.

15.3 In the event that a **Centre** has a complaint in respect of **NOCN** products and services, **NOCN** will investigate the complaint in line with its Feedback and Complaints Policy and Procedure, as available on the **NOCN** website.

16. Malpractice and Maladministration

- 16.1 The **Centre** will have in place robust procedures for preventing and investigating incidents of malpractice and maladministration which are up to date and communicated across the **Centre**, its satellite **Centres**, sub-contractors and third parties.
- 16.2 The **Centre** will review, on a regular basis, procedures for preventing and investigating incidents of malpractice and maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.
- 16.3 The **Centre** will record and report as agreed any incidents of malpractice and maladministration in line with the **NOCN** Malpractice and Maladministration Policy and Procedure.
- 16.4 The **Centre** will develop an action plan for managing and rectifying the negative impact of any incidents of malpractice and maladministration and make this action plan available to **NOCN** as required. This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not recur in the future.
- 16.5 The **Centre** will take appropriate and proportionate action against those responsible for the malpractice and maladministration to ensure it does not recur in the future.
- 16.6 The **Centre** will deliver, in full, the actions required to manage and rectify any identified incidents of malpractice and maladministration.
- 16.7 The **Centre** will notify **NOCN** immediately of any incidents of malpractice or maladministration in line with the requirements of **NOCN**'s malpractice and maladministration policy to allow **NOCN** to decide how the incident will be investigated. Take all reasonable steps to investigate as requested by **NOCN** any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- 16.8 The **Centre** will co-operate fully with any investigation by **NOCN** including providing access to documents, records, data, staff, third parties, sub-contractors, learners, satellite **Centres**, delivery sites or any other resource required by **NOCN** during an investigation of malpractice or maladministration.

17. Legislation and Taxation

- 17.1 The **Centre** and **NOCN** must comply with all relevant legislation including taxation.
- 17.2 Each party will ensure it complies with the relevant legislation in relation to the delivery of **NOCN** products and services, including the Equalities Act 2010 and any subsequent and related legislation passed by the UK Parliament or Devolved Administrations.
- 17.3 The **Centre** will ensure all equipment and accommodation used for the purpose of delivery of a **NOCN** product complies with the requirements of Health and Safety regulations.

18. Fees, Invoicing and Payment Terms

- 18.1 The **Centre** must provide payment of all valid invoices, including the annual **Centre** fee where issued, presented by **NOCN** within the stated terms and conditions, invoicing policy, and our published Tariff.

- 18.2 Payment terms are 30 days from date of Invoice for accounts where 'credit levels' have been agreed, unless agreed in writing otherwise. We reserve the right to suspend registration of new learners and certification of current learners if the amount is still outstanding after 60 days.
- 18.3 If a **Centre** disputes an amount owed or paid, the **Centre** must notify **NOCN** within 14 calendar days of receipt of the invoice. The Parties will, in good faith, seek to resolve such disputes. Provided the **Centre** so notifies **NOCN** of a disputed invoice and there is a good faith basis for such dispute, the time for paying the disputed portion will be as agreed upon between the Parties. **NOCN** may pursue **Centres** directly for overdue undisputed payments over 14 days.

19. Annual Centre Fee

- 19.1 **NOCN** reserves the right to charge the **Centre** an annual **Centre** fee which will be invoiced once a year.
- 19.2 Non-payment of the annual **Centre** fee within the required payment terms may result in **NOCN** terminating this agreement (and therefore the **Centre's** approval with **NOCN**) under clause 3.3 of this agreement.

Data Protection and Data Processing

These terms and conditions apply until updated.

The purpose of this section is to set out the data protection and data processing terms and conditions of business relating to the **Centre's** use of products and services provided by **NOCN** as specified under the Scope of this agreement.

20. Data Processing

- 20.1 This clause sets out the rights and obligations of the **Centre** and **NOCN** under this agreement.
- 20.2 For the purposes of UK Data Protection Law, **NOCN** and the **Centre** are independent **Data Controllers** of personal data and each Party must comply with its respective obligations under UK **Data Protection Law**.

21. The Rights and Obligations of the Data Controllers

- 21.1 The Data Controllers are responsible for ensuring that their processing of personal data takes place in compliance with the relevant Data Protection Law.
- 21.2 **NOCN** will process personal data on behalf of the **Centre** in accordance with:
- (a) The **NOCN** Group Data Protection Policy, available on the **NOCN** website;
 - (b) The **NOCN** Privacy Note, available on the **NOCN** website; and
 - (c) The clauses set out within this Data Protection and Data Processing section of the Centre Agreement and Terms and Conditions.

21.3 The **Centre** shall defend, indemnify and hold harmless **NOCN**, its Group Companies and their respective officers, employees, **Agents** and sub-contractors (“**NOCN’s Indemnified Parties**”) from and against all losses, damages, liabilities, deficiencies, claims, actions, judgements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal and professional fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of, or resulting from, any third party claim against such **NOCN’s Indemnified Parties** arising out of, or resulting from, the **Centre’s** failure to comply with **Data Protection Law**.

22. Confidentiality

22.1 **NOCN** shall only grant access to the personal data being processed to persons under **NOCN’s** authority who have committed themselves to confidentiality.

23. Security of Processing

23.1 **NOCN** shall implement appropriate technical and organisational measures against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data. The measures shall ensure a level of security appropriate to the risk.

24. Use of Processors by NOCN

24.1 Where **NOCN** engages a processor for carrying out specific processing activities on behalf of the **Centre**, the same data protection obligations as set out in these Data Protection clauses shall be imposed on that processor by way of a contract or other legal act under UK law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of these Data Protection clauses and the **Data Protection Legislation**.

24.2 **NOCN** shall therefore be responsible for requiring that the processor at least complies with the obligations to which the **Data Processor** is subject pursuant to these data protection clauses and the **Data Protection Legislation**.

25. Co-operation Between Parties

25.1 If either Party becomes aware of any unauthorised or unlawful processing of, or accidental loss or destruction of, or damage to, personal data arising from, or in connection with, the Agreement, it shall notify the other Party without undue delay of becoming aware of such processing, loss, destruction or damage, and provide the other Party with reasonable co-operation and assistance in relation to: (a) investigating such processing, loss, destruction or damage; (b) mitigating any possible adverse effects to data subjects caused by such processing, loss, destruction or damage; and (c) determining whether the processing, loss, destruction or damage is required to be notified to the United Kingdom’s Information Commissioner (or any other relevant supervisory authority or regulatory authority) and/or communicated to any data subject in accordance with **Data Protection Legislation**.

25.2 If either Party receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data by the other Party arising from, or in connection with, the Agreement, it shall notify the other Party without undue delay and provide the other Party with reasonable co-operation and assistance in relation to investigating any such complaint, notice or communication.

26. Notification of Personal Data Breach

- 26.1 In case of any personal data breach, **NOCN** shall, without undue delay after having become aware of it, notify the **Centre** of the personal data breach.
- 26.2 **NOCN**'s notification to the **Centre** shall, if possible, take place within 48 hours after **NOCN** has become aware of the personal data breach to enable the **Centre** to comply with their obligation to notify the personal data breach to the competent supervisory authority.
- 26.3 **NOCN** and the **Centre** shall assist each other in notifying the personal data breach to the competent supervisory authorities, including:
- (a) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - (b) the likely consequences of the personal data breach;
 - (c) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

27. Erasure and Return of Data

- 27.1 On termination of the provision of personal data processing services, **NOCN** shall retain only that data required to continue to perform its ongoing services and to maintain regulatory and legal compliance in line with **NOCN**'s Data Retention Policy.

Delivery of Regulated Qualifications (Excluding End Point Assessment)

These terms and conditions apply until updated.

The purpose of this section is to set out the terms and conditions of business relating to the **Centre**'s delivery of **NOCN** regulated qualifications.

The **Centre** hereby agrees that it will comply with the following:

28. Conditions of Recognition (CoR)

- 28.1 Take all reasonable steps to ensure compliance with the agreement and **NOCN**'s policies and procedures in order to support **NOCN** in complying with the requirements of the Conditions of Recognition (**CoR**) and any other similar conditions, regulations or guidance issued from time to time by the various **Regulatory Authorities** in relation to the activity it undertakes to deliver qualifications, units or programmes on behalf of **NOCN**.
- 28.2 Take all corrective action to ensure the rectification of any non-compliance with the **CoR**, including implementing corrective action arising from the imposition by **NOCN** of its policy and procedures for **Centre** monitoring.

29. Retention of Regulatory Records and Access to Records, People and Premises

- 29.1 Record and maintain all regulatory Learner records and details of achievement in a complete, accurate, timely and secure manner, for a minimum of seven years, in line with the requirements of **NOCN** and Data Protection Law and make these records available for external quality assurance and auditing purposes, as required by **NOCN** or the Regulatory Authorities. Further information on what records must be kept is provided within the **NOCN** Quality Assurance Manual or subsequent replacement guidance.
- 29.2 Take all reasonable steps to comply with requests from **NOCN** for information, data or documents required by **NOCN** or by the **Regulatory Authorities**, as soon as practicable.
- 29.3 Retain complete and accurate records, for at least seven years of the registrations of all qualifications, units and programmes and make these available to **NOCN** upon request. The records required will be specified by **NOCN** and may include assessment and verification records, certificate claims, and **Learner** data for each qualification, unit, and programme.
- 29.4 Provide **NOCN** and the **Regulatory Authorities**, on reasonable notice (usually within 5 working days), access to premises, people and records as required, and fully cooperate with their monitoring activities, including but not limited to providing access to any premises used (including satellite sites or those of any third party and sub-contractors involved in the delivery of any **NOCN** qualification, component, unit, or programme).
- 29.5 Provide **NOCN** and the **Regulatory Authorities** access for unannounced quality assurance visits to all areas as set out in 29.4 above.
- 29.6 Ensure that **NOCN** has up to date contact information for, Head of Organisation, **Centre** Contact, Quality Assurance Contact, Administration Contact and Finance Contact.

30. Monitoring Activity and Investigations

- 30.1 Assist **NOCN** in carrying out any reasonable monitoring activities and assist the Regulatory Authorities in any investigations made for the purposes of performing their functions.

31. Centre workforce

- 31.1 Retain a workforce of appropriate size and competence to undertake the delivery of the qualification. This includes ensuring a workforce which has occupational competence and is appropriately qualified where this is required by **NOCN** for the delivery, assessment and internal quality assurance of specific qualifications, components, units, or programmes.
- 31.2 Ensure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualifications, units and programmes as required by **NOCN**.
- 31.3 Provide staff with appropriate inductions and professional development (including a development plan) to ensure they can maintain the relevant expertise and competence required by **NOCN**.
- 31.4 Supply staff CVs and other evidence (e.g., original certificates) to **NOCN** in a timely manner upon request.

- 31.5 Have in place appropriate staff and relevant policies, procedures, and systems before making available the qualifications, components, units, or programmes in accordance with the requirements of the qualifications, components, units, or programmes.
- 31.6 Ensure that the **Centre** staff involved with the qualifications, components, units, and programmes understand and comply with the relevant specification provided by **NOCN**.
- 31.7 Ensure effective communications systems are in place internally to keep all relevant staff informed of the current **NOCN** policies and procedures, as updated, and amended from time to time.
- 31.8 Ensure that quality assurance and management processes are in place and that these apply across all satellite locations, sub-contractors and third parties.

32. Quality Assurance

- 32.1 Work in line with the quality assurance processes specified by **NOCN** which will be undertaken by **NOCN's** external quality assurers or **NOCN's** appointed **Agents** as set out in **NOCN's** policies, procedures, and handbooks.
- 32.2 Work in line with any instruction issued by **NOCN** to change the basis of how evidence generated by a learner during an assessment should be marked or assessed in accordance with the **CoR**.

33. Resources

- 33.1 Use accommodation and where appropriate online resources that provide access for **Learners** for assessment purposes, in accordance with the Equalities Act 2010 and any subsequent and related legislation passed by Parliament or the Devolved Administrations.
- 33.2 Ensure that the full range of relevant and current equipment required to assess the qualification, component, unit, or programme is supplied.
- 33.3 Adhere to any assessment requirements as per the qualification, component, unit, or programme requirements.
- 33.4 Provide the necessary resources in accordance with any requirements outlined in **NOCN's** qualifications, components, units, or programme specifications.
- 33.5 Maintain adequate systems and resources including, where appropriate, equipment, materials, on-line access, and software – to support the delivery of the qualifications, components, units, and programmes.
- 33.6 Ensure the security of any access to online examinations and/or examination material in respect of storage and the handling process in line with the requirements of **NOCN**.
- 33.7 Have appropriate arrangements and agreements in place with any third parties, satellite sites or suppliers who provide goods or services to the **Centre** which contribute to the delivery and/or assessment of the qualifications, components, units, and programmes.
- 33.8 Have the staff, resources, and systems necessary to support the assessment of qualifications, components, units and programmes and the award, accumulation, and transfer of credits and, where necessary, the recording of exemptions.

34. Learner Registration and Certification

- 34.1 Register each **Learner** in line with the requirements of **NOCN** to ensure that each **Learner** is uniquely identified.
- 34.2 Ensure **Learners** are provided, where relevant, with accurate pre-course advice and guidance, including progression.
- 34.3 Register/enter **Learners** for assessment in an efficient manner and following **NOCN's** timescales.
- 34.4 Have a **Learner** identification policy and process in place and take appropriate and reliable steps to confirm each **Learner's** identity prior to assessment taking place.
- 34.5 Use the record of the **Learner's** previous achievements to ensure that opportunities for any recognised credit transfer, exemption and recognition of prior learning are maximised, where a learner makes such a request.
- 34.6 Recognise any restrictions regarding the minimum amount of time in which **Learners** must be registered with **NOCN** before certification, as well as the combination of components, units and or qualifications allowed.
- 34.7 Take reasonable steps to ensure that all relevant **Centre** staff understand how and when to apply for **Learner** registration and certification.
- 34.8 Take all reasonable steps to guard against fraudulent or inaccurate claims for certification. This is to include all special requirements for qualifications that are deemed high risk or result in a licence to practice.
- 34.9 Have arrangements in place to obtain a Unique Learner Number (ULN) and a **Learner** record on behalf of its **Learners** (unless a **Learner** chooses not to have one).
- 34.10 Retain evidence of **Learner** identification documentation for all 'licence to practice' and high-risk qualifications, for seven years, or as specified by **NOCN** from time to time, and make such documentation available to **NOCN** on request.

35. Management of third parties and sub-contractors

- 35.1 Implement and maintain an effective system for the management of all third party and sub-contracted services and any satellite 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.
- 35.2 Ensure that, where a partnership arrangement exists, the respective roles and responsibilities are documented and made available to **NOCN** as required.
- 35.3 Have in place agreements with third parties and sub-contractors to ensure that all policies and requirements referred to in this agreement are enforceable with third parties and sub-contractors, including the management of conflicts of interest and so that where necessary from a regulatory point of view, **NOCN** itself may enforce such agreements against the third parties and sub-contractors concerned.
- 35.4 Ensure it has effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of **NOCN** and the **Regulatory Authorities**.

36. Assessment

- 36.1 Have appropriately qualified and experienced staff, resources, and systems necessary to support assessment and the award, accumulation, and transfer of credits and, where necessary, the recording of exemptions.
- 36.2 Have arrangements in place that allow for recognition of prior learning (RPL) - where appropriate.
- 36.3 Ensure any assessment tasks developed for any **NOCN** qualification use benchmark assessments (if available) as guidance and will make the assessment available for **NOCN** approval and standardisation within appropriate timescales.
- 36.4 Ensure procedures are in place to identify and address potential conflicts of interest in relation to assessment.
- 36.5 Provide secure storage facilities and controls for confidential examinations, tests, and assessment materials.

37. Centre Requirements

- 37.1 Comply with all the requirements specified in **NOCN's** policies, procedures, handbooks, assessment methods, qualification specifications, guides, and brand guidance in force at the time, in order to continue to deliver qualifications, units and programmes on behalf of **NOCN**, including without limitation, **NOCN's** policy and procedures for **Centre** Sanctions.
- 37.2 Agree to the application of the risk-based approach to **Centre** quality monitoring and assessment as laid down by **NOCN**.
- 37.3 Manage all risks, in relation to the learners and delivery such as health and safety, legal obligations, progression and welfare, including those who are young, vulnerable or pre-14 years old, where applicable.
- 37.4 Ensure **Learners** are aware of the **Personal Data** that is sent to **NOCN** for regulatory purposes and **NOCN** policies and procedures in this regard.
- 37.5 Apply for the approval by **NOCN** of all satellite sites and sub-contract arrangements.

38. NOCN's responsibilities

NOCN hereby agrees that it will:

- 38.1 Set out all the requirements with which the **Centre** must comply to continue to deliver the qualifications, including information on the review and withdrawal of qualifications. These requirements can be found at **NOCN's** website and in the various policies, procedures and handbooks issued from time to time.
- 38.2 Publish and make available to the **Centre** the risk-based approach to **Centre** quality monitoring and assessment to be applied in the event that the **Centre** fails to comply with these requirements. This risk-based approach to **Centre** quality monitoring and assessment can be found at **NOCN's** website.
- 38.3 Take all reasonable steps to protect the interests of **Learners** where the **Centre** withdraws from the delivery of qualifications, components, units, or programmes.

- 38.4 Specify a process to be followed in any withdrawal of the **Centre** (whether voluntary or not) from its role in delivering a qualification, or from qualification delivery /**Centre** approval in general.
- 38.5 Answer accurately, fully and within a reasonable timeframe any reasonable enquiries received from users of qualifications, units, and programmes.
- 38.6 Provide effective guidance to the **Centre** in respect of the parts of the delivery of qualifications, units, and programmes which the **Centre** undertakes, where this is permitted by the Regulatory Authorities.
- 38.7 Upon request, provide the **Centre** with guidance on how to best prevent, investigate and deal with malpractice or maladministration. **NOCN** will decide how an investigation which is notified to it by the **Centre** or others will be carried out, and decide how the matter will be investigated, by whom and where. The **Centre** will co-operate in all investigations as required by **NOCN**.
- 38.8 Design qualifications and assessments that:
- (a) meet regulatory requirements.
 - (b) are fit for purpose.
 - (c) allow **Centres** to develop cost effective arrangements for delivery, using only the resources which would be reasonably expected to be required.
 - (d) permit reasonable adjustments to be made, where appropriate, while minimising the need for them.
 - (e) allows each **Learner** to generate evidence which can be authenticated.
 - (f) allows each specified level of attainment detailed in the specification to be reached by a **Learner** who has attained the required level of knowledge, skills and understanding; and
 - (g) allows assessors to be able to differentiate accurately and consistently between a range of attainments by **Learners**.
- 38.9 Ensure that steps are taken to avoid any part of the assessment or quality assurance process being undertaken by any person who has a personal interest in the results of the assessment or any other conflict of interest.
- 38.10 Provide information in relation to:
- (a) the policy for issuing invoices, payment of invoices and the retention and content of invoices.
 - (b) the risk-based approach to **Centre** quality monitoring to be applied in cases where **Centres** fail to comply with the requirements of **NOCN**.
 - (c) a written complaint procedure.
 - (d) information on the Appeals process to enable the results of assessments to be appealed.
 - (e) a published specification for each of the qualifications and units made available.

- (f) published details of arrangements for making Reasonable Adjustments.
- (g) published details for arrangements for giving Special Consideration; and
- (h) published details of the expected dates or timescales for the issue of results.

38.11 Inform the **Centre** of any **Agent** appointed by **NOCN** and their responsibilities.

Delivery of Non-Regulated Provision

These terms and conditions apply until updated.

The purpose of this section is to set out the terms and conditions of business relating to the **Centre's** delivery of **NOCN's** non-regulated provision including but not limited to Assured Courses and Endorsed Programmes.

The **Centre** hereby agrees that it will:

- 39.1 Comply with the requirements as set out in **NOCN's** policies, procedures and handbooks relevant to the product type the **Centre** is delivering including those for Endorsed Programmes and Assured Courses, as published on the NOCN website.

FOR INFORMATION PURPOSES ONLY – ACTUAL AGREEMENT WILL BE ISSUED BY NOCN FOR SIGNATURE DURING APPROVAL OR RE-APPROVAL PROCESS