

DATED

**ACTIVE IQ APPROVED
CENTRE AGREEMENT**

ACTIVE IQ LIMITED

and

[APPROVED CENTRE]

THIS AGREEMENT is made on [DATE]

Parties

(1) **Active IQ Limited** a company incorporated and registered in England and Wales with company number 04813840, whose registered office is at Q6 Quorum Business Park, Newcastle Upon Tyne, NE12 8BT (“Active IQ”).

(2) [FULL COMPANY NAME], incorporated and registered in [COUNTRY] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]

(the “Approved Centre”)]

OR

[[FULL NAME]

- a Further Education College

whose principal office is at [ADDRESS]

OR a Higher Education Institution

and whose Active IQ Approved Centre number is [NUMBER]

(the “Approved Centre”)]

OR

[FULLNAME]

a company registered in [COUNTRY]

with company number [NUMBER]

and a charity registered in [COUNTRY]

with registered charity number [NUMBER]

whose registered office is at

[ADDRESS]

(the “Approved Centre”)]

together the “Parties” and each a “Party”.

1. Definitions and interpretation

1.1 The definitions and rules of interpretation in this clause 1 apply to this Agreement:

“Active IQ Intellectual Property”	any and all intellectual property rights of Active IQ of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.
“Active IQ’s Policies and Procedures”	means the policies and procedures applicable to Active IQ approved centres published on the Website or otherwise made available to Active IQ approved centres, listed in Schedule 1, and as amended, supplemented and updated from time to time.
“Active IQ Approved Centre Logo”	means the logo designated by Active IQ from time to time for use by Active IQ approved centres in connection with the Qualifications.
“Adverse Effect”	<p>means an adverse effect as defined in the applicable General Conditions of Recognition, including an act, omission, event, incident, or circumstance which:</p> <p>(a) gives rise to prejudice to Learners or potential Learners; or</p> <p>(b) adversely affects:</p> <ul style="list-style-type: none"> (i) the ability of Active IQ to undertake the development, delivery or award of qualifications in accordance with its Regulatory Requirements; (ii) the standards of qualifications which Active IQ makes available or proposes to make available; or (iii) public confidence in such qualifications.
“Agreement”	means this agreement.
“Application for Centre Approval”	means an application submitted to Active IQ for the purpose of obtaining Approval, in the form prescribed by Active IQ from time to time.
“Application for Qualification Approval”	means an application submitted to Active IQ in conjunction with (or as part of) the Application for Centre Approval, or at any time after Approval, to add (further) Qualifications to the Approval, in the form prescribed by Active IQ from time to time.

“Approval”	means approval granted by Active IQ in respect of delivery of Qualifications, and “Approved” shall be construed accordingly.
“Approval Criteria”	means any specific requirements that may be imposed by Active IQ as part of Approval, as notified to the Approved Centre in writing upon Approval, and/or at any time thereafter.
“Approved Centre Agreement”	means the legally binding agreement between Active IQ and the Approved Centre for the Approval and delivery of Qualifications on the terms set out in this Agreement, the Application for Centre Approval, any Approval Criteria, any Application for Qualification Approval and the Active IQ Policies and Procedures.
“Awarding Organisation”	means an organisation recognised by a Regulator in respect of award of qualifications.
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
“Change of Control”	means the change of the person who determines the affairs of the Approved Centre, either by means of majority shareholding, voting power or the terms of any constitution or contract.
“Commencement Date”	[means the date when this Agreement is signed by both Parties] OR [the date at the start of this agreement].
“General Conditions of Recognition”	means any or all, as the context may require, of the following: Ofqual General Conditions of Recognition, CCEA General Conditions of Recognition and Qualifications Wales General Conditions of Recognition, published by the Regulators from time to time.
“Learner”	means a person who is registered to take a Qualification and to be assessed as part of that Qualification.
“Qualification(s)”	means the qualifications (including any units of qualifications) which the Approved Centre is Approved to deliver under the terms of the Approved Centre Agreement.
“Regulator(s)”	mean the qualifications regulators in England (the Office of Qualifications and Examinations Regulation (Ofqual)), Wales (Qualifications Wales) and Northern Ireland (Council for the Curriculum, Examinations and Assessment (CCEA)), and includes any successors to those bodies.
“Regulatory Requirements”	means any conditions to which Active IQ is subject as an Awarding Organisation, including the General Conditions of Recognition and any other (general or specific) conditions imposed by any Regulator on Active IQ from time to time, as notified by Active IQ from time to time.

“Sanctions Policy”	means the Active IQ sanctions policy from time to time forming part of the Active IQ Policies and Procedures and setting out the rules, procedures and sanctions that may be applied by Active IQ in the event of a failure by the Approved Centre to comply with the provisions of the Approved Centre Agreement.
“Users”	means persons who have a legitimate interest in Qualifications which may include Learners and Learners’ representatives, prospective Learners, other approved centres, teachers, employers and employers’ representatives, further and higher education establishments, schools, government departments and agencies, and professional bodies.
“VAT”	means value added tax or any equivalent tax chargeable in the UK.
“Website”	means www.activeiq.co.uk/centres and/or any other website of Active IQ addressed to Active IQ recognised centres.
“Workforce”	means persons available for work (including employees, workers and contractors).

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 The Approved Centre Agreement shall be binding on, and enure to the benefit of, the Parties to the Approved Centre 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.
- 1.5 A reference to a statute, statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A reference to Regulatory Requirements is a reference to such Regulatory Requirements as may be amended, extended or re-enacted from time to time.
- 1.7 A reference to writing or written includes email.
- 1.8 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.
- 1.9 The Schedule forms part of the Approved Centre Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

PART 1 RECOGNISED CENTRE AGREEMENT

2. Agreement

- 2.1 Application for Centre Approval shall be treated as an offer to enter into an Approved Centre Agreement with Active IQ but shall not be binding on Active IQ.

- 2.2 The Approved Centre Agreement shall come into effect and become binding and enforceable on both Parties on the Commencement Date and shall continue on a rolling basis, unless terminated in accordance with the provisions of this Agreement.
- 2.3 From the Commencement Date, or such other date as specified in the Approval Criteria (if any), the Approved Centre shall be entitled to deliver Qualifications on the terms of, and subject to, the terms of the Approved Centre Agreement.
- 2.4 This Agreement, together with the Application for Centre Approval, any Application for Qualification Approval, any Approval Criteria and the Active IQ Policies and Procedures constitute the terms of the Approved Centre Agreement to the exclusion of any other terms that the Approved Centre seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 If there is an inconsistency between the provisions of this Agreement, the Application for Centre Approval, Application for Qualification Approval, Approval Criteria and/or any of the Active IQ Policies and Procedures, the following order of priority shall apply:
- (i) the provisions of this Agreement;
 - (ii) any Approval Criteria;
 - (iii) Active IQ Policies and Procedures;
 - (iv) Application for Qualification Approval; and
 - (v) Application for Centre Approval.
- 2.6 The Approved Centre waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Approved Centre that is inconsistent with the Approved Centre Agreement.

PART 2 CENTRE REQUIREMENTS AND OBLIGATIONS

3. General

- 3.1 The Approved Centre shall at all times:
- 3.1.1 use its best endeavours to protect the interest of Learners in connection with the delivery of Qualifications;
 - 3.1.2 take all reasonable steps to ensure that Active IQ is able to comply with the applicable Regulatory Requirements;
 - 3.1.3 promptly comply with requests for information or documents made by Active IQ or the Regulator(s);
 - 3.1.4 provide assistance, on request, to Active IQ in carrying out any of its monitoring activities and co-operate with Active IQ in all matters related to the delivery of Qualifications, including by allowing Active IQ's staff access to any Approved Centre's offices and teaching/examination/assessment sites;
 - 3.1.5 provide all reasonable assistance to Learners and Active IQ in respect of any transfer of Learners to a different Approved Centre;
 - 3.1.6 assist the Regulator(s) and any other relevant regulatory bodies in any investigations made for the purposes of performing regulatory functions;
 - 3.1.7 comply with directions and/or sanctions imposed by Active IQ in accordance with the Approved Centre

Agreement; and

- 3.18 comply with, and procure that its Workforce comply with, any terms of use of the Website.
- 3.2 The Approved Centre shall inform Active IQ as soon as reasonably practicable if it, in its reasonable opinion, is or is likely to become unable to deliver any or all of the Qualifications in accordance with the terms of the Approved Centre Agreement, in which case Active IQ shall be entitled, without prejudice to Active IQ's other rights and remedies, to modify, suspend or withdraw the Approved Centre's Approval.
- 3.3 In the event the Approved Centre wishes to modify, add or withdraw certain or all of the Qualifications from its Approval, it shall submit an application to Active IQ, in the form prescribed by Active IQ from time to time. Approval of any such application shall be at Active IQ's sole discretion.

4. Identification and management of risk

- 4.1 The Approved Centre shall:
 - 4.1.1 take all reasonable steps to ensure that it does not render Active IQ unsuitable to continue to award its qualifications or perform its functions as an Awarding Organisation, whether directly or indirectly, and whether by any act or omission;
 - 4.1.2 have appropriate policies, procedures and training in place to allow it to identify which acts or omissions will have, or are likely to have, an Adverse Effect, and to identify the risks of these acts or omissions occurring;
 - 4.1.3 take all reasonable steps to identify the risk of the occurrence of any incident which could have an Adverse Effect;
 - 4.1.4 notify Active IQ, as soon as reasonably practicable upon becoming aware, of:
 - (a) the risk of any incident which could have an Adverse Effect;
 - (b) acts, omissions or incidents which have, or are likely to have, an Adverse Effect; and/or
 - (c) any other act, omission or incident which may otherwise compromise the reputation of Active IQ and/or any of the Qualifications;
 - 4.1.5 following notification under clause 4.1.4, take all reasonable steps, in consultation with Active IQ, to:
 - (a) prevent the incident from occurring or, where it cannot be prevented, reduce the risk of that incident occurring;
 - (b) prevent or mitigate any Adverse Effect as far as possible;
 - (c) give priority to (i) the provision of assessments which accurately differentiate between Learners on the basis of the level of attainment they have demonstrated and (ii) the accurate and timely award of Qualifications.

5. Conflicts of interest

- 5.1 The Approved Centre shall:
 - 5.1.1 establish, maintain and comply with a conflict of interest policy which is complementary to the relevant Active IQ Policies and Procedures;
 - 5.1.2 identify and monitor:
 - (a) all conflicts of interest which relate to it, and

- (b) any scenario in which it is reasonably foreseeable that any such conflict of interest could arise in the future;

5.13 take all reasonable steps to ensure that no conflict of interest which relates to it has an Adverse Effect.

6. Resources

6.1 The Approved Centre shall:

6.1.1 retain a Workforce of appropriate size and competence to undertake the delivery of the Qualifications, including sufficient managerial and other resources to enable it effectively and efficiently deliver the Qualifications;

6.1.2 notify Active IQ promptly of any change of details of its key personnel;

6.1.3 provide its Workforce with appropriate training and professional development to ensure maintenance and development of appropriate level of skills and competence, in accordance with good industry practice and any Active IQ's directions from time to time, in connection with the delivery of Qualifications;

6.1.4 maintain appropriate level of financial resources to support the delivery of Qualifications in accordance with the Approved Centre Agreement;

6.1.5 have in place at all times an up to date disaster recovery and business continuity plan to protect the interests of Learners;

6.1.6 regularly monitor the resources it requires in order to deliver the Qualifications to the Learners; and

6.1.7 promptly notify Active IQ if it becomes subject to Change of Control, insolvency proceedings, if it is unable to pay its debts, stops trading or commences winding down process.

7. Malpractice and maladministration

7.1 The Approved Centre shall:

7.1.1 adopt a policy and procedure, complementary to Active IQ's Policies and Procedures on malpractice and maladministration, that allows for the identification of, and aims to reduce, the risk and incidents of malpractice or maladministration occurring;

7.1.2 take all reasonable steps to prevent the occurrence of any malpractice or maladministration in the delivery of the Qualifications;

7.1.3 take all reasonable steps to monitor for risks and suspected incidents of malpractice or maladministration, and notify Active IQ of such risks and incidents as soon as practicable;

7.1.4 cooperate and assist Active IQ in respect of the investigation of any such risks or incidents;

7.1.5 where incidents of malpractice or maladministration are identified:

- (a) take all reasonable steps to prevent such incidents from recurring, and

- (b) cooperate with Active IQ in respect of any action taken by Active IQ against the Approved Centre and/or any individuals responsible for such incidents;

7.1.6 report to Active IQ every six (6) months starting on the Commencement Date in respect of:

- (a) the arrangements put in place by the Approved Centre for preventing and investigating malpractice or maladministration, and

(b) whether the Approved Centre considers these arrangements to be adequate and effective.

8. Registration, assessments and moderation

8.1 The Approved Centre shall:

8.1.1 use its best endeavours to verify that the identity and information provided by the Learners upon registration is accurate and complete;

8.1.2 register all Learners onto Qualifications via Parnassus within 25% of the commencement of the delivery of each programme, and/or, prior to any assessments occurring (whichever is soonest);

8.1.3 only register Learners for Qualifications whom it reasonably expects to complete a Qualification;

8.1.4 ensure that each Learner taking a Qualification is registered in a way that permits the Learner to be clearly and uniquely identified;

8.1.5 take all reasonable steps to ensure that Learners are fully informed about the requirements of their selected Qualifications as set out in the relevant Qualification specifications and guides published by Active IQ from time to time;

8.1.6 provide appropriate induction and support to Learners, in accordance with Active IQ Policies and Procedures;

8.1.7 have in place arrangements to allow for recognition of prior learning, where this is appropriate for a Qualification, and in accordance with the relevant Active IQ Policies and Procedures;

8.1.8 ensure that arrangements are in place to confirm Learners' identity for each assessment;

8.1.9 take all reasonable steps to ensure that:

(a) assessments are delivered effectively and efficiently, and in accordance with any Qualifications specifications and assessment criteria set out in the Active IQ Policies and Procedures or otherwise prescribed by Active IQ;

(b) any material produced by a Learner in an assessment is generated by that Learner;

(c) where an assessment is required to be completed under specified conditions, Learners complete the assessment under those conditions (except where Active IQ Policies and Procedures on equality and diversity policy and/or access arrangements, reasonable adjustments and special consideration require otherwise); and

(d) the criteria against which Learners' performance will be differentiated are accurately and consistently applied;

8.1.10 ensure that the security of assessment materials is maintained at all times and is not in any way compromised;

8.1.11 take all reasonable steps to ensure that no person connected to it, or previously connected to it, discloses or causes to be disclosed information about any assessment or the content of any assessment materials where that information is confidential. The provisions of clause 19 shall apply to any such confidential information; and

8.1.12 comply with any instructions issued by Active IQ in respect of the marking of evidence generated by a Learner during an assessment.

8.2 The Approved Centre shall not permit any part of the assessment of a Learner (including by way of

moderation) to be undertaken by any person who has a personal interest in the result of the assessment.

- 8.2.1 The Qualifications and/or assessments in connection with Qualifications shall be delivered in English language. The Approved Centre shall not deliver the Qualifications and/or assessments in any other language without prior written approval of Active IQ.

9. Security

- 9.1 The Approved Centre must comply with all of Active IQ's security requirements, as notified to the Approved Centre or published by Active IQ from time to time, including those concerning the storage of any examination/assessment papers and the verification of Learners identity.
- 9.2 The Approved Centre shall notify Active IQ as soon as reasonably practicable of any incident or risk of any incident which could result in the Approved Centre's non-compliance with Active IQ's examination/assessment security requirements and take all reasonable steps to prevent the breach occurring, or where it cannot be prevented, reduce the risk of that incident occurring as far as possible.

10. Promotion

The Approved Centre shall not make any statement in relation to a Qualification which is likely to mislead Learners, potential Learners or any other persons, or which is not consistent with the scope of the Approval and/or any specifications and guides issued by Active IQ in respect of such Qualifications.

11. Review, monitoring and complaints

- 11.1 The Approved Centre shall ensure that all aspects of the delivery of Qualifications are subject to monitoring and review, and are in accordance with the terms of the Approved Centre Agreement at all times.
- 11.2 The Approved Centre shall, on request from Active IQ:
- (a) provide the results of such monitoring and review to Active IQ; and/or
 - (b) obtain feedback on Qualifications from Users.

- 11.3 The Approved Centre shall operate an effective and appropriate complaints handling procedure and appeals process for the benefit of Learners.

12. Withdrawal

The Approved Centre shall, in the event it decides to (for any reason), or if Active IQ decides to, withdraw the Approval (including as a result of suspension, expiry or termination of Approval) (in full or in part):

- 12.1 comply with Active IQ Policies and Procedures for the withdrawal of Approval;
- 12.2 promptly prepare, maintain and comply with a written withdrawal plan;
- 12.3 cooperate fully with Active IQ;
- 12.4 provide clear and accurate information about the withdrawal to the Users;
- 12.5 immediately cease to enrol Learners for Qualifications;
- 12.6 provide to Active IQ relevant details of all Learners enrolled for Qualifications; and
- 12.7 take all reasonable steps to protect the interests of Learners, including, but not limited to, by assisting with or securing a transfer to a different approved centre.

PART 3 ACTIVE IQ OBLIGATIONS

13. Active IQ shall:

- 13.1 provide such guidance to the Approved Centre as may be reasonably requested or required in respect of the delivery of Qualifications;
- 13.2 provide guidance as to how best to prevent, investigate, and deal with malpractice and maladministration;
- 13.3 make available any information reasonably necessary and requested by the Approved Centre to assist it with the delivery of Qualifications;
- 13.4 where it has any cause to believe that an occurrence of malpractice or maladministration, or any connected occurrence may affect the Approved Centre, it shall inform the Approved Centre as soon as reasonably practicable.

PART 4 TERMS AND CONDITIONS

14. Equality and diversity

- 14.1 Active IQ has a statutory duty to comply with the requirements of the Equality Act 2010 (“the Equality Act”). The terms “discriminate”, “harass”, “victimise” and “protected characteristic” shall have the meanings given to them in the Equality Act.
- 14.2 The Approved Centre shall:
 - 14.2.1 maintain an appropriate equality and diversity policy in respect of protected characteristics covering unlawful discrimination and other conduct prohibited by the Equality Act. This includes not discriminating unlawfully, either directly or indirectly, on the grounds of disability, age, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation;
 - 14.2.2 have due regard to the need to eliminate unlawful “discrimination”, “harassment” and “victimisation” and other conduct prohibited by the Equality Act;
 - 14.2.3 comply with Active IQ Policies and Procedures on equality and diversity, access arrangements, reasonable adjustments and special consideration;
 - 14.2.4 regularly monitor and review its compliance with this clause 14;
 - 14.2.5 report to Active IQ without delay in the event of:
 - (a) any features of any Qualifications of which it becomes aware which disadvantage or could disadvantage Learners with particular protected characteristics; and
 - (b) any complaints it receives relating to equality in the delivery of Qualifications.
- 14.3 Active IQ may monitor and investigate any complaints or other notifications relating to equality in the delivery of Qualifications.

15. Anti-bribery and anti-corruption

The Approved Centre shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

16. Data Protection

- 16.1 The terms “personal data”, “data subject”, “process”, “processes” and “processing” shall have the meanings given to them in the Data Protection Act 2018 (“DPA”) and subsequently, where applicable the EU General Data Protection Regulation (GDPR) 2016/679.

- 16.2 The Approved Centre warrants and undertakes that, as a data processor, it shall have the necessary consents to collect and process personal data from its employees, any individuals providing any services under the Approved Centre Agreement on behalf of the Approved Centre, the Learners and/or other persons whose names are set out in the Application for Centre Approval or otherwise provided to Active IQ by the Approved Centre.
- 16.3 The Approved Centre shall ensure that the consents obtained by the Approved Centre from the Learners for the collection and processing of personal data of Learners allow Active IQ, as the Joint Data Controller, to process such personal data in connection with this Agreement.
- 16.4 To the extent the Approved Centre processes any personal data as part of performing its obligations under the Approved Centre Agreement it shall comply with its obligations under the GDPR legal requirements and all other laws, enactments, regulations, orders, standards and all other similar instruments applying to the processing of personal data. This includes the DPA.
- 16.5 If the Approved Centre receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data or to either Party's compliance with GDPR regulations, it shall immediately notify Active IQ and it shall provide Active IQ with full co-operation and assistance in relation to any such complaint, notice or communication. This will include cooperation with any formal breach of data security, or cooperation with a person exercising their rights under GDPR regulations such as the following:
- GDPR regulations, it shall immediately notify Active IQ and it shall provide Active IQ with full co-operation and assistance in relation to any such complaint, notice or
 - The "Right to be informed": individuals must be made aware of how and why their personal data is collected
 - The "Right of access": individuals can request access to copies of their personal data in order to verify that it is being processed in a lawful and correct way
 - The "Right to rectification": individuals can request that inaccurate personal data is corrected (or completed if it is incomplete)
 - The "Right to erasure": under certain circumstances, an individual can request that their personal data is deleted
 - The "Right to restrict process": under certain circumstances an individual can request the suppression of their personal data The "Right to portability": under certain circumstances, an individual can request that their personal data is electronically transferred from us to another data controller
 - The "Right to object": under certain circumstances, an individual can object to the way in which their data is being processed.
- 16.6 The Approved Centre warrants that:
- 16.7 it will process personal data in compliance with all applicable laws, enactments, regulations, orders, standard and other similar instruments; and
- 16.8 it will take appropriate technical and organisational measures against the unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data.
- 16.9 it will only collect and process such personal data in its business with Active IQ under the terms of the GDPR, on one or more of the following bases: consent, contractual obligations, legitimate interests and/or legal obligations.
- 16.10 The Approved Centre shall at all times indemnify and keep indemnified Active IQ against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) arising from any infringement or breach of the DPA or this clause 16 by the Approved Centre or its Workforce or any

other person or organisation employed, engaged, connected to the Approved Centre in connection with the provision of the services under the Approved Centre Agreement and the obligations set out in this clause 16.

16.11 As part of your centre agreement with us we will need to send you mandatory regulatory communications. These may come in the form of our monthly regulatory bulletin emails and also emails that may require urgent action such as communications concerning exam papers. Please provide us with a contact who would be best suited to receive these communications (if this is different to the main centre contact on the application), this can go to several people should you need too.

Mandatory communications:

- Regulatory bulletin (sent once a month)
- Urgent exam paper updates (sent as and when required)
- System updates (sent as and when required)
- Withdrawal/replacement of qualifications

We may use your personal data in order to provide you with the best possible service, to administer your approval and qualification(s) as set out in our privacy policy, and (with your permission) to keep you updated with our latest news on refreshed and new qualifications including promotional offers and information on other services that we provide that may be of interest to you.

Optional communications:

- Newsletter (sent once a month)
- Weekly email on new and refreshed products & services including special offers

17. Intellectual Property

17.1 In consideration for the provision of the services to the Learners under the Approved Centre Agreement, Active IQ hereby grants the Approved Centre for the purpose of providing such services only and for the duration of the Approved Centre Agreement the non-exclusive non-transferable right (with no rights to sub-license) to:

17.1.1 designate the Approved Centre as an Active IQ approved centre;

17.1.2 use the Active IQ Approved Centre Logo; and

17.1.3 use such other Active IQ Intellectual Property as Active IQ may permit in writing in connection with the Approved Centre Agreement.

17.2 The Approved Centre must ensure that all materials (including online materials) using Active IQ Intellectual Property produced by or on behalf of the Approved Centre comply with:

17.2.1 any limitations and/or restrictions on use which may be communicated to the Approved Centre by Active IQ from time to time;

17.2.2 any branding and copy guidelines issued by Active IQ from time to time; and

17.2.3 any specific guidance provided by Active IQ.

17.3 The Approved Centre acknowledges and agrees that all Active IQ Intellectual Property shall vest in Active IQ and apart from the licence granted pursuant to clause 17.1, this Approved Centre Agreement

does not transfer any interest in Active IQ Intellectual Property.

- 17.4 All intellectual property rights developed or created by the Approved Centre in collaboration with Active IQ (other than where Active IQ's role is limited to quality assurance in respect of such materials) in relation to the Qualifications shall be owned by Active IQ. To the extent that the Approved Centre or its representatives are the first owners of any such intellectual property in any works in connection with the Qualifications, the Approved Centre hereby assigns all such rights with full title guarantee to Active IQ. For the avoidance of doubt all intellectual property rights in any materials in relation to Qualifications developed independently by the Approved Centre shall be owned by the Approved Centre.
- 17.5 The Approved Centre shall promptly give written notice to Active IQ of any actual, threatened or suspected infringement of any Active IQ Intellectual Property of which it becomes aware.
- 17.6 The Approved Centre shall ensure that it does not suggest in any way that it is owned or controlled by Active IQ or that it has been franchised by Active IQ. The Active IQ Approved Centre Logo and certificate of Approval are the only valid proofs of the Approval by Active IQ.
- 17.7 The Approved Centre will not use, register or attempt to register any mark, design, business name or domain name consisting or comprising or being confusingly similar to any of the Active IQ Intellectual Property, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with Active IQ, or may interfere with or jeopardise the registration and/or validity of Active IQ Intellectual Property.
- 17.8 For the avoidance of doubt a breach of any of the provisions of this clause 17 shall be deemed to constitute a material breach of the Approved Centre Agreement.

18. Database of Learners

- 18.1 Active IQ acknowledges and agrees that, as between the Approved Centre and Active IQ, the Approved Centre owns all the data in the database of Learners created by the Approved Centre ("Database of Learners") and that all intellectual property rights in the Database of Learners are the property of the Approved Centre.
- 18.2 The Approved Centre grants to Active IQ a non-exclusive and perpetual licence to use the Database of Learners and the data contained therein in connection with the Approved Centre Agreement and Active IQ's role as an Awarding Organisation.

19. Confidentiality

- 19.1 The Approved Centre shall:
 - 19.1.1 treat all confidential information as strictly private and confidential and take all reasonable steps to preserve its confidentiality and to ensure that the Approved Centre's Workforce preserve its confidentiality;
 - 19.1.2 report any suspected breaches of confidentiality to Active IQ as soon as reasonably practicable; and
 - 19.1.3 cooperate with any investigations into such suspected breaches by Active IQ.
- 19.2 The obligations in clause 19.1 shall survive the termination of the Approved Centre Agreement until such time as the Approved Centre no longer holds any confidential information which has been provided to the Approved Centre by Active IQ or its agents in connection with the Approved Centre Agreement.

20. Retention of records

Approved Centre shall:

- 20.1 maintain all Learner records and details of achievement in an accurate, timely and secure manner, and in accordance with any applicable Active IQ Policies and Procedures, and in the format required by Active IQ;
- 20.2 keep complete and accurate records for the duration of the Approved Centre Agreement and for 24 months from its termination, relating to the Approved Centre's compliance with its obligations under the Approved Centre Agreement and the delivery of Qualifications and make these available to Active IQ (at its own cost) upon request, including, but not limited to attendance, performance, assessment and feedback and Learner feedback records.

21. Fees and payments

- 21.1 The Approved Centre shall pay any fees that may be payable in connection with the Approved Centre Agreement, as notified to the Approved Centre by Active IQ upon Approval and thereafter.
 - 21.1.1 From September 2018, and each subsequent September on an annual basis, this includes the Annual Centre Recognition Fee applicable to all centres
 - 21.1.2 Any centre that is approved in-year will be charged a pro-rata fee to cover the remaining part of the year until the Annual Centre Recognition fee is due the following September
- 21.2 The Approved Centre shall make payment of all valid invoices presented by Active IQ in accordance with the Active IQ Policies and Procedures on invoicing and payment (if any), and not later than within 30 days of the date of the invoice ("Payment Date"), or such other date as may be agreed by Active IQ in writing.
- 21.3 All amounts due under the Approved Centre Agreement from the Approved Centre to Active IQ shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 21.4 Active IQ reserves the right, at any time and without notice to the Approved Centre, to set off any liability of the Approved Centre to Active IQ against any liability of Active IQ to the Approved Centre, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.
- 21.5 Any fees payable by the Approved Centre to Active IQ are, unless otherwise stated in the relevant Active IQ Policies and Procedures, non-refundable.
- 21.6 The Approved Centre acknowledges and agrees that it will be responsible for all expenses incurred by it or persons acting on its behalf in connection with the Approved Centre Agreement, including, but not limited to the costs of recruitment and registration of Learners and the costs of examinations/assessments.
- 21.7 If any amount remains unpaid after the Payment Date Active IQ reserves the right to charge interest on any outstanding fees on a daily basis at the Barclays Bank Plc Base Rate plus 4%.
- 21.8 Without prejudice to Active IQ's other rights and remedies, failure to pay any fees due may result in a sanction being imposed by Active IQ under the Sanctions Policy, suspension or withdrawal of Approval and/or termination of the Approved Centre Agreement under clause 23.

- 21.9 The Approved Centre shall indemnify Active IQ on demand for any costs and expenses incurred in connection with the recovery of any fees due under the Approved Centre Agreement.
- 21.10 For the avoidance of doubt, the provisions of this clause 21 shall apply to all fees and/or any other amounts that may be payable by the Approved Centre to Active IQ in connection with the Approved Centre Agreement, whether or not the Approved Centre has relied on any grant, government funding or any other third party funding at any point prior to or during the term of this Agreement, and any such fees and/or other amounts shall be payable in accordance with the provisions of the Approved Centre Agreement whether or not any such grant or funding is continuing.
- 21.11 For the avoidance of doubt, the provisions of this clause 21 shall apply to all fees and/or any other amounts that may be payable by the Approved Centre to Active IQ in connection with the Approved Centre Agreement, whether or not the Approved Centre has relied on any grant, government funding or any other third party funding at any point prior to or during the term of this Agreement, and any such fees and/or other amounts shall be payable in accordance with the provisions of the Approved Centre Agreement whether or not any such grant or funding is continuing.
- 22. Limitation of liability and indemnity**
- 22.1 Nothing in the Approved Centre Agreement shall limit or exclude any liability by either Party for death or personal injury caused by its negligence, or the negligence of its Workforce, agents or subcontractors, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.
- 22.2 Subject to clauses 22.1:
- 22.2.1 Active IQ shall have no liability to the Approved Centre, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Approved Centre Agreement for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of anticipated savings; (iv) loss of or damage to goodwill or reputation; (v) loss of use or corruption of data or information; (vi) any ex gratia payments; or (vii) any special, indirect, consequential or pure economic loss; and
- 22.2.2 Active IQ's liability for any claim or series of connected claims whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Approved Centre Agreement shall be limited to a maximum sum equal to the total fees paid by the Approved Centre under the Approved Centre Agreement within the period of twelve (12) months preceding the event giving rise to the claim (or the first of the series of connected claims).
- 22.3 The Approved Centre agrees to indemnify Active IQ on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by Active IQ, or its Workforce directly, or indirectly, arising from, or in connection with:
- 22.3.1 claims made by the Approved Centre or any of its employees or other persons acting on its behalf for any employment-related payment or remuneration;
- 22.3.2 alleged and/or actual infringement or theft of any confidential information or intellectual property by the Approved Centre's Workforce or other persons engaged in the delivery of Qualifications or acting on the Approved Centre's behalf;
- 22.3.3 any claim made against Active IQ by any third party to the extent that such claim arises as a result of the Approved Centre's breach, negligent performance or failure or delay in performing any of its obligations under the Approved Centre Agreement; and/or

22.3.4 any act or omission by the Approved Centre (including, but not limited to, a breach of the Approved Centre Agreement), or its Workforce or sub-contractors, which places Active IQ in breach of any obligation as an Awarding Organisation.

22.4 For the duration of the Approved Centre Agreement and for two years thereafter, the Approved Centre will maintain full and comprehensive insurance at a level sufficient to cover any potential risks arising from the Approved Centre's operations in connection with the Approved Centre Agreement. Upon request, the Approved Centre shall provide to Active IQ evidence of the validity of the insurance held in accordance with this clause 22.4.

23. Termination

23.1 Either Party may terminate the Approved Centre Agreement (and therefore the Approval) for any reason by providing not less than three (3) months written notice to the other Party.

23.2 Without prejudice to any of its rights or remedies, Active IQ may terminate the Approved Centre Agreement immediately on written notice if the Approved Centre:

23.2.1 is subject to a sanction under the Sanctions Policy resulting in the withdrawal of Approval;

23.2.2 fails to renew the Approval prior to its expiry date;

23.2.3 is in material or persistent breach of any term of the Approved Centre Agreement, and if the breach is capable of remedy has failed to remedy it within fourteen (14) days of receiving notice requiring it to do so, or within a reasonable shorter period specified in the notice;

23.2.4 Active IQ reasonably believes that the Approved Centre's conduct is prejudicial to Active IQ's interests (including, but not limited to, in the case of the Approved Centre's breach of any security requirements, malpractice or maladministration in the delivery and assessment of Qualifications), or is not consistent with its brand values, guidelines and/or reputation, or may bring members or organisations within academia, education or the arts into disrepute;

23.2.5 has not registered any Learners with Active IQ for more than twelve (12) months;

23.2.6 the Approved Centre undergoes a Change of Control and such change may, in the reasonable opinion of Active IQ, affect the Approved Centre's ability to comply with its obligations under the Approved Centre Agreement, is inconsistent with Active IQ's values and/or reputation, and/or creates, or is likely to create, a conflict of interest;

23.2.7 ceases or threatens to cease to trade; or becomes bankrupt; or goes into liquidation; or has a receiver or manager appointed over its business or any of the property or assets of the business; or

23.2.8 is subject to a sanction placed on it by another Awarding Organisation, resulting in the withdrawal of its recognition with that Awarding Organisation.

23.3 Without prejudice to any of its rights or remedies, Active IQ may terminate the Approved Centre Agreement immediately on written notice if Active IQ loses its status as an Awarding Organisation in respect of all Qualifications.

23.4 Active IQ reserves the right to suspend or restrict the Approval with immediate effect during the fourteen (14) days given to the Approved Centre to remedy a breach under clause 23.2.3 and/or while it is investigating the Approved Centre's conduct under any of the provisions of the Approved Centre

Agreement.

24. Consequences of suspension or termination

- 24.1 The Approved Centre shall take all reasonable steps to act in the Learners’ legitimate best interests in the event of suspension or expiry of Approval and/or during any investigation conducted by Active IQ, or in the event of termination of the Approved Centre Agreement pursuant to clause 23, including, but not limited to, such co-operation as may be required to effect the transfer of Learners to another approved centre.
- 24.2 Upon termination of the Approved Centre Agreement (howsoever caused) or suspension, withdrawal or expiry of the Approval:
 - 24.2.1 all outstanding sums payable under the Approved Centre Agreement shall immediately become due and payable;
 - 24.2.2 the Approved Centre shall immediately cease to advertise any of the Qualifications; and
 - 24.2.3 the Approved Centre shall immediately cease to use the Active IQ Approved Centre Logo in connection with promotion of any Qualifications or other business activities.
- 24.3 Immediately upon termination of the Approved Centre Agreement (or suspension, withdrawal or expiry of the Approval), the Approved Centre will, at Active IQ’s reasonable request, fulfil those specified obligations to Active IQ and/or the Learners which remain unfinished as at the date of termination, expiry or suspension, and upon completion of such obligations:
 - 24.3.1 cease to use any of Active IQ’s property, the Active IQ Intellectual Property and all of the materials produced by or on behalf of the Approved Centre using such Active IQ Intellectual Property (and destroy or return any of these at Active IQ’s request) and do such things and execute and deliver all further documents as may be necessary to vest all rights, title and interest to Active IQ under the Approved Centre Agreement;
 - 24.3.2 cease to deliver the Qualifications; and
 - 24.3.3 cease to use any Active IQ IT/Digital systems (if applicable).
- 24.4 On termination of the Approved Centre Agreement for any reason, the Approval will cease, however, each Party’s accrued rights and liabilities as at the date of termination, clause 9 (Security), clause 12 (Withdrawal), clause 17 (Intellectual Property), clause 20 (Retention of records), clause 18 (Database of Learners), clause 19 (Confidentiality), clause 20 (Retention of Records), clause 21 (Fees and payments), clause 22 (Limitation of liability and indemnity), clause 24 (Consequences of suspension or termination), and clause 26.13 (Governing Law and Jurisdiction) will survive and continue in full force and effect.

25. Subcontracting and appointing agents

- 25.1 The Approved Centre may not assign, transfer, charge, sub-contract, or otherwise dispose of or delegate (including, but not limited to, appointing an agent) any of its rights, benefits or obligations arising out of the Approved Centre Agreement to any other third party without Active IQ’s prior written consent.

- 25.2 Where Active IQ has given written consent under clause 25.1, the Approved Centre will be responsible for ensuring that the third party has appropriate capacity and capability to ensure the provision of the services under the Approved Centre Agreement at all times and will agree in writing to any requirements Active IQ may have in providing its consent under clause 25.1. The Approved Centre shall remain liable at all times to Active IQ for the acts, errors or omissions of any such third party.
- 25.3 The Approved Centre shall ensure that any such third party appointed by the Approved Centre under this clause 25 to provide any services:
- 25.3.1 complies with all aspects of the Approved Centre Agreement and it is subject to legally binding terms not less onerous than the terms of the Approved Centre Agreement; and
- 25.3.2 clearly discloses its status and relationship with the Approved Centre in any communication with Learners and/or other Users in connection with Qualifications.
- 25.4 For the avoidance of doubt, where Active IQ has given written consent under clause 25.1, such consent does not extend to the right of the Approved Centre to sub-license any of its rights in respect of Active IQ Intellectual Property (including in respect of the Active IQ Approved Centre Logo). Any use of Active IQ Approved Centre Logo and/or other Active IQ Intellectual Property, and any other activity that could reasonably associate such third party with Active IQ shall require prior written consent of Active IQ given in respect of such third party.
- 25.5 Active IQ may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Approved Centre Agreement.
- 26. General**
- 26.1 At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be reasonably required for the purpose of giving full effect to the Approved Centre Agreement.
- 26.2 Subject to clause 26.3, no amendment or variation of the Approved Centre Agreement shall be effective unless it is in writing and duly executed by or on behalf of each of the Parties.
- 26.3 Active IQ may from time to time amend or vary the terms of this Agreement upon written notice to the Approved Centre, when such amendment or variation becomes necessary or desirable to comply with the Regulatory Requirements or for reasons related to Active IQ's business. The amended or varied version of the Agreement will be published on the website or otherwise made available to the Approved Centre
- 26.4 For the avoidance of doubt, Active IQ may at any time amend or vary any or all of the Active IQ Policies and Procedures by publishing the amended or varied version(s) on the Website or otherwise making it available to the Approved Centre. Any such variation or amendment takes effect from the date of such publication or notification.
- 26.5 The invalidity, illegality or unenforceability of any term, part-term of or any right arising pursuant to the Approved Centre Agreement will not affect the validity, legality or enforceability of its remaining terms. If any term or part-term is found unenforceable or invalid, insofar and to the extent permissible by law, the Parties will negotiate in good faith to amend such term such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, it achieves the Parties' original commercial intention. If such modification is not possible, the relevant term or part-term shall be deemed deleted.
- 26.6 Neither Party will be in breach of the Approved Centre Agreement nor liable for a delay or failure in

performance resulting from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party will be entitled to a reasonable extension of the time allocated for performing its obligations. If the period of delay or non-performance continues for thirty (30) days from the date of occurrence, the Party not affected may terminate the Approved Centre Agreement by giving fourteen (14) days' written notice to the other Party.

- 26.7 Without prejudice to any other rights or remedies that Active IQ may have, the Approved Centre acknowledges and agrees that damages alone may not be an adequate remedy for breach of the terms of the Approved Centre Agreement and that Active IQ shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach by the Approved Centre of any of the terms of the Approved Centre Agreement.
- 26.8 Any notice under or in connection with the Approved Centre Agreement must be in writing and correctly addressed. Notices/communications may be given by either Party by pre-paid first-class post or other next Business Day delivery service (to the main business address for both Parties) or by email, in the case of the Approved Centre to the authorised person whose email address is stated in the Application for Centre Approval (or otherwise notified to Active IQ), and in the case of Active IQ, to that of the Active IQ representative whose email address will be specified in any Approval confirmation notice. A notice will be deemed received three (3) days after posting if sent by first-class post or other next Business Day delivery service and at 5pm on the day of sending if sent by email, provided that any notice received on a weekend or public holiday or after 5 pm (local time at the place of receipt) will be deemed to be received on the next Business Day. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any other method of dispute resolution.
- 26.9 A person who is not a Party to the Approved Centre Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of the terms and conditions in the Approved Centre Agreement.
- 26.10 Nothing in the Approved Centre Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 26.11 A waiver of any right or remedy under the Approved Centre Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under the Approved Centre Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Approved Centre Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 26.12 The Approved Centre Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Approved Centre Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Approved Centre Agreement and each Party acknowledges that, in entering into the Approved Centre Agreement, it has not relied on any representation or warranty.

26.13 Each Party agrees that the Approved Centre Agreement and the relationship between the Approved Centre and Active IQ will be governed by and construed in accordance with the law of England and Wales and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Approved Centre Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of the document.

Schedule 1 ACTIVE IQ KEY POLICIES AND PROCEDURES*

1. Appeals policy
2. Complaints policy
3. Sanctions Policy
4. Equality and Diversity policy
5. Reasonable adjustments and special considerations policy
6. Conflict of interest policy
7. Malpractice and maladministration policy
8. Policy for the withdrawal of Qualification or Centre Approval
9. Recognition of prior learning policy
10. Active IQ Brand and Use of Logo Guidelines
11. Assessment and flexible guidance

* Please see www.activeiq.co.uk/centres for full list of all Active IQ Policies, Procedures & Guidance.

TO BE COMPLETED BY ACTIVE IQ Limited

Signed by
[NAME OF DIRECTOR OR AUTHORISED
REPRESENTATIVE]

for and on behalf of **Active IQ Limited**

Authorised Representative

TO BE COMPLETED BY RECOGNISED CENTRE

Signed by
[NAME OF DIRECTOR OR AUTHORISED
REPRESENTATIVE]

for and on behalf of

[NAME OF RECOGNISED CENTRE]

[ROLE/JOB TITLE]