

Managing the Termination of a Centre Agreement Policy

Abstract

This policy outlines the process to follow during the termination of a centre to ensure the approach is structured and transparent and meets contractual terms and legal obligations

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1. Introduction

This document describes Active IQ's approach and process for terminating a relationship and formal agreement with an approved centre.

Its purpose is to enact a termination which is in line with our rights and responsibilities as a regulated awarding organisation, but separate to a termination which may be a result of one of the following (and therefore the relevant policy applies):

- Cessation of agreement as a result of an approved centre's request to withdraw, in line with Active IQ's process for managing the withdrawal of a centre
- Withdrawal of approval as a result of a final sanction applied in line with Active IQ's Sanctions Policy
- Withdrawal of approval as a result of a malpractice investigation in line with Active IQ's Malpractice and Maladministration Policy

2. Centre's responsibility

We advise that all staff involved in the management and delivery of Active IQ qualifications are made aware of the contents of this process.

3. Notice of termination

Although Active IQ foresees this situation as a rare occurrence, there may be occasions where the Governing Body accepts recommendations from the executive leadership team that cessation of a formal agreement should come to an end.

Outside of the reasons mentioned above, the conditions for such a termination may be the following:

- Persistent failure to adhere to the signed Centre Agreement
- Failure to maintain standards in accordance with Active IQ's qualification and assessment requirements
- An irretrievable breakdown in the professional relationship, as perceived by Active IQ, raising the risk of regulatory non-compliance by the awarding organisation as a result of the approved centre's activities or behaviours

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- The approved centre ceases or threatens to cease to trade, becomes bankrupt, goes into liquidation, or has a receiver or manager appointed over its business or any of the property or assets of the business
- The approved centre undergoes a change of control, and such change may, in the reasonable opinion of Active IQ
 - o affects their ability to comply with its obligations under the Approved Centre Agreement
 - o is inconsistent with Active IQ's values and/or reputation
 - o and/or creates, or is likely to create, a conflict of interest

All these circumstances and more are described within the Centre Agreement (section 23).

Active IQ will notify the approved centre of its intention to terminate the agreement in writing, providing an appropriate period of notice for the purposes of protecting the interest of any registered learners yet to be certificated. This will be determined on a case by case basis and final confirmation will be provided by Active IQ's Responsible Officer or Head of Quality Assurance.

Active IQ may call upon the centre to fulfil its obligations in line with the Centre Agreement to allow for relevant communication to affected parties, in particular protecting learners' interests, regardless of the circumstances of the termination.

Please note, while Active IQ has a regulatory responsibility to protect the interests of learners, the learners are recruited and registered by the centre and not Active IQ, therefore any course or enrolment fees paid by learners to the centre are not the responsibility of Active IQ (as no direct contract exists between the learner and the awarding organisation). As such, Active IQ is not liable for refunding any fees (please refer to your Centre Agreement).

4. What will we do next?

Once the termination has been confirmed, the Head of Quality Assurance will be responsible for ensuring that we take all reasonable steps to protect the interests of any learners currently registered on the qualification(s). For example, we will:

- where possible, continue to work with the centre and their learners affected by the withdrawal to transfer them – where possible and feasible – to another centre to enable them to continue with the qualification(s) they are registered on

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- seek to ensure the learners are certificated for any units they have completed to date in accordance with the specification and design of the relevant qualification* if no alternative centres are available/suitable for any learners affected by the withdrawal, and/or the learners do not wish to carry on with the qualification(s)
- update the centre's record upon completion of the withdrawal to reflect the fact that the centre is no longer approved to offer Active IQ qualifications
- provide the regulator with a formal withdrawal plan, should such be requested

*(*Active IQ will not be liable for any requested refunds of fees from any learners who may choose to withdraw from completing their qualifications in these circumstances. This is a matter for the centre to resolve separately; please refer to Active IQ's fees and invoicing policy).*

5. References to associated documents

- Active IQ's centre risk management policy
- Active IQ's malpractice and maladministration policy
- Active IQ's quality assurance arrangements policy
- Active IQ's role of the sanctions policy

6. Implementation and dissemination

This policy will be implemented immediately upon approval and available on Active IQ website.

7. Monitoring arrangements

This policy will be reviewed in six months by relevant Active IQ and NCFE colleagues to ensure document is aligned and fit for purpose following full integration of Active IQ.

8. Data retention

Active IQ will not keep personal data for longer than we need it. Once the retention period is over, and it is no longer justifiable to hold personal data any longer, data will be securely destroyed or anonymised.

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9. Contact us

If you have any queries about the contents of the policy, please contact Active IQ's

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