

Centre Agreement

Lessons in Financial Education (LiFE)

Organisation details				
Organisation name				
Centre address				
Postcode				
Phone number				
Website (if applicable)				
Not for Profit/ Charity/Other (details)				
LiFE centre manager details/department manager (contact for authorising registrations/exam security)				
Name				
Email address				
Direct dial number and/or mobile number				
Main contact details (contact delivering the Programme and assisting the learners)				
Name				
Email address				
Direct dial number and/or mobile number				
Additional staff contact details (if applicable, any other contacts who are assisting in the delivery of the Programme. If more names are required, please contact your Relationship Manager)				
Name	Email address	Date of birth	Contact role	Contact number

Centre Agreement

Please note: all fields (highlighted in yellow) must be completed and all 9 pages must be returned to The London Institute of Banking & Finance, failure to do so will delay the processing of your application.

DATE OF AGREEMENT:

PARTIES TO THIS AGREEMENT:

1. The London Institute of Banking & Finance, 8th Floor, Peninsular House, 36 Monument Street, London, EC3R 8LJ; and
2. _____ referred to as 'the Centre' (Please include a postal code)

Within the Agreement the parties named above shall be referred to as 'the parties'.

DURATION OF THIS AGREEMENT

This agreement will be in place from the date of agreement by both parties (see section 17) and is subject to an annual check unless terminated in line with the termination clause in section 15. Review of a Centre will be conducted as and when required.

PURPOSE OF THIS AGREEMENT

This agreement is for the purpose of clearly specifying the role and responsibilities of a Centre in its dealings with The London Institute of Banking & Finance. Contents of this agreement are in keeping with the requirements of the General Conditions of Recognition as issued by the Office of Qualifications and Examinations Regulation (Ofqual), Qualifications Wales and the Council for the Curriculum, Examinations and Assessment (CCEA) as the regulators of qualifications (other than degrees), in England, Wales and Northern Ireland respectively. By signing this agreement the Centre confirms its understanding of the terms and conditions of this agreement and agrees to adhere to the requirements herein. The terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of a Centre.

INTERPRETATIONS

Centre means an organisation undertaking the delivery of qualifications and assessments (and potentially other activities) to learners on behalf of The London Institute of Banking & Finance.

General Conditions of Recognition means the General Conditions of Recognition issued by Ofqual, Qualifications Wales and CCEA, in May 2011 or any subsequent version of these documents.

Data Protection Legislation means the Data Protection Act 1998 (the 'Data Protection Act') and any other law or regulations in relation to data protection that is applicable to data held or generated pursuant to this agreement.

POINTS HEREBY AGREED

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

1. General Conditions of Recognition

- 1a. take all reasonable steps to make sure that The London Institute of Banking & Finance is able to comply with the requirements of the General Conditions of Recognition in relation to the activities the Centre undertakes to deliver qualifications on behalf of The London Institute of Banking & Finance. In particular, those requirements specified in Condition C1 and C2 (as the same may be amended or updated from time to time) will be observed. The current versions of Conditions C1 and C2 are set out in Annex 1 of this agreement.

2. Retention of records and access to records, people and premises

- 2a. maintain all learner records and details of achievement in an accurate, timely and secure manner in line with the requirements of The London Institute of Banking & Finance and Data Protection Legislation and make these records available for external quality assurance and auditing purposes, as required.
- 2b. take all reasonable steps to comply with requests from The London Institute of Banking & Finance for information, data or documents required by The London Institute of Banking & Finance or by the regulators as soon as practicable.
- 2c. retain complete accurate records, for at least five years from completion of qualifications and make these available to The London Institute of Banking & Finance upon request. The records required will be specified by The London Institute of Banking & Finance and may include assessment and verification records, certificate claims, learner data for each qualification etc.
- 2d. for the purpose of registration and assessment, provide the necessary learner data to The London Institute of Banking & Finance securely either via the learning portal, mylibf, or password protected via email.
- 2e. provide The London Institute of Banking & Finance and regulatory authorities, on reasonable notice (usually with seven days but sooner if required), access to premises, people and records and fully cooperate with their auditing and monitoring activities, including but not limited to providing access to any premises used (including satellite sites).

3. Monitoring activity and investigations

- 3a. assist The London Institute of Banking & Finance in carrying out any reasonable monitoring activities and assist Ofqual, Qualifications Wales or CCEA in any investigations made for the purposes of performing its functions.

4. Centre Workforce

- 4a. retain a workforce of appropriate size and competence to undertake the delivery of the qualification. This includes taking reasonable steps to make sure occupational competence where this is required by The London Institute of Banking & Finance for the assessment of specific qualifications.
- 4b. make sure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by The London Institute of Banking & Finance.
- 4c. make sure that staff involved with a qualification, understand the relevant specification provided by The London Institute of Banking & Finance.

5. Legislation

- 5a. undertake the delivery of the qualification in accordance with the Equality Act 2010 and any other applicable equalities law or regulations.
- 5b. make sure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the requirements of all relevant health and safety law and regulations.
- 5c. comply with the requirements of Data Protection Legislation in relation to all learner data. The data collected from learners will only be used for the purpose for which it has been collected and personal learner information will not be disclosed to any unauthorised person or body without prior consent. Centres must ensure they have identified their legal basis for sharing data and where special category data is shared (e.g. health information in relation to reasonable adjustments or special considerations) the centre must have the consent of the learner in advance of it being supplied; for learners under the age of 13 parental consent must be sought.
- 5d. comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time, including the General Conditions of Recognition and the additional regulatory documents that support these Conditions.

6. Complaints and Appeals

- 6a. operate a complaint handling process and / or appeals process for the benefit of learners.
- 6b. adhere to The London Institute of Banking & Finance's appeals process and provide appropriate information and support to enable learners to access the appeals process.

7. Malpractice and Maladministration

- 7a. have in place robust procedures for preventing and investigating incidents of malpractice or maladministration which are up to date and communicated across the Centre, its satellite centres, sub-contractors and third parties.
- 7b. take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- 7c. take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.

- 7d. develop an action plan for managing and rectifying the negative impact of any incidents of malpractice or maladministration and make sure this action plan is made available to The London Institute of Banking & Finance as required. This plan should also identify any areas of improvement required to make sure the malpractice or maladministration does not recur in the future.
- 7e. operate a disciplinary policy and, where necessary, take appropriate and proportionate action against those responsible for the malpractice or maladministration to make sure it does not recur in the future.
- 7f. deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 7g. promptly notify The London Institute of Banking & Finance of any incidents of malpractice or maladministration in line with the requirements of The London Institute of Banking & Finance's malpractice / maladministration policies.
- 7h. provide access to documents, records, data, staff, third parties, sub-contractors, learners, satellite centres or any other resource required by The London Institute of Banking & Finance during an investigation of Centre of malpractice or maladministration.
- 7i. permit The London Institute of Banking & Finance to conduct investigations and auditing / monitoring visits when cases of potential malpractice and / or maladministration are identified.

8. Resources

- 8a. use buildings that provide access for learners for assessment purposes, in accordance with the Equality Act 2010 and any other applicable equalities law or regulations.
- 8b. adhere to any assessment requirements for the qualification.
- 8c. provide the necessary resources in accordance with any requirements outlined in The London Institute of Banking & Finance's qualification specification.
- 8d. maintain adequate systems and resources – including where appropriate, equipment, materials and software – to support the delivery of the qualification (s).
- 8e. ensure the security of any examination material in respect of storage and the handling process in line with the requirements of The London Institute of Banking & Finance, including returning material according to the specified timescales.
- 8f. have the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of The London Institute of Banking & Finance's qualifications.
- 8g. have appropriate arrangements and agreements in place with any third parties or suppliers who provide goods or services to the Centre which contribute to the delivery and / or assessment of the qualification (s).

9. Learner Registration and Certification

- 9a. register each learner in line with the requirements of The London Institute of Banking & Finance to make sure that each learner is uniquely identified.
- 9b. register / enter learners for assessment in an efficient manner and following The London Institute of Banking & Finance's timetables.
- 9c. take appropriate and reliable steps to confirm each learner's identity prior to assessment taking place.
- 9d. take reasonable steps to make sure that all relevant Centre staff understand how and when to apply for learner registration and certification.
- 9e. take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

10. Management of third parties and sub-contractors

- 10a. 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 make sure that all policies and requirements referred to in this agreement apply to these third parties and sub-contractors.
- 10b. make sure it has effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of The London Institute of Banking & Finance and the Regulators.

11. Withdrawal of approval and interests of Learners

- 11a. co-operate fully with The London Institute of Banking & Finance in cases where either the Centre or The London Institute of Banking & Finance decides it needs to withdraw the Centre from its role in delivering a qualification. This co-operation will be provided whether the withdrawal is voluntary or not from the Centre's perspective.
- 11b. take all reasonable steps to protect the interests of learners in the case of such a withdrawal as referred to in point 11a above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.
- 11c. adhere to the process specified by The London Institute of Banking & Finance for the withdrawal of the Centre from the delivery of a unit, qualification or all qualifications in line with The London Institute of Banking & Finance's Centre arrangements policy.

12. Invoicing

- 12a. provide payment of all valid invoices presented by The London Institute of Banking & Finance within the stated terms and conditions.

13. Assessment

- 13a. have the staff, resources and systems necessary to support the assessment of units and the award and accumulation of credits and, where necessary, the recording of exemptions

- 13b. have arrangements in place that allow for recognition of prior learning (RPL) (where appropriate).

14. Centre Requirements

- 14a. comply with all of the requirements specified by The London Institute of Banking & Finance in order to continue to deliver qualifications on behalf of The London Institute of Banking & Finance, including requirements as set out within the relevant Terms and Conditions and the qualification handbooks.

15. Termination

- 15a. this agreement can be terminated by either party, in writing and in line with The London Institute of Banking & Finance's Centre Arrangement Policy. Sections 1, 2, 3, 5c, 6, 7h, 11 and 12 of this agreement continue beyond termination.

16. The London Institute of Banking & Finance responsibilities

The London Institute of Banking & Finance hereby agrees that it will:

- 16a. set out the requirements with which the Centre must comply with in order to continue to deliver the qualifications.
- 16b. publish and make available to the Centre any sanctions to be applied in the event that the Centre fails to comply with these requirements. Sanctions can be found in The London Institute of Banking & Finance's Student Malpractice Policy and Procedures and Centre Malpractice and Maladministration Policy.
- 16c. take all reasonable steps to protect the interests of learners where the Centre withdraws from the delivery of a qualification.
- 16d. 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.
- 16e. answer accurately, fully and within a reasonable time any reasonable enquiries received from users of qualifications.
- 16f. provide effective guidance to the Centre in respect of the parts of the delivery of the qualification which the Centre undertakes.
- 16g. upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- 16h. provide information in relation to:
- the policy for issuing invoices, payment of invoices and the retention and content of invoices
 - a written complaints procedure
 - information on the appeals process to enable the results of assessments to be appealed
 - a published specification for each of the qualifications made available

- published details of arrangements for making Reasonable Adjustments
- published details for arrangements for giving Special Consideration
- published details of the expected dates or timescales for the issue of results.

- 16i. comply with the requirements of Data Protection Legislation in relation to all personal data supplied by the Centre. This will include:
- only using the data obtained for the purposes of delivery and award of the qualifications being taken and processed on the instruction of the centre.
 - sharing data with third parties where necessary to deliver our services. In particular, that data will be provided to third party suppliers, including for the printing and marking of assessment material and stored for the purposes of certification. We will ensure an agreement is in place with any third party we use that meets the requirements of Data Protection Legislation and will provide further information to centres where required and relevant to demonstrating compliance.
 - only requesting and processing data that is required for these activities:
 - For those studying with us this will include title, name, gender, date of birth and centre name. We will also process information relating to reasonable adjustments and special considerations where provided by the centre. Where centres submit requests for reasonable adjustments or special consideration, they must obtain the consent of the learner where special category data is included (e.g. health information) and parental consent where the student is under the age of 13.
 - For those supporting delivery of our qualifications within centres such as teachers/support staff and exam officers, this will include title, name, gender, date of birth, role and contact details.
 - staff that are responsible for processing data will be appropriately trained in relation to data protection requirements and are subject to a duty of confidence.
 - data will be processed in a secure manner applying appropriate technical and organisational measure
 - we will continue to hold learner data after completion of studies to enable us to verify a learners academic achievements in the future, enable further study should they progress to another qualification with us, or provide data returns to regulatory bodies where required. Learners are able to exercise their individual rights over the data we hold as provided under data protection legislation including the right to access, rectification, portability and deletion of data.
 - we will maintain a Data Breach Policy and notify any centre affected within 48 hours where we identify a breach has occurred.
 - we will make information available to the centre as required to demonstrate compliance with data protection requirements.

17. CENTRE AGREEMENT AND DECLARATION

I, the undersigned, declare that the Centre understands that this is an enforceable agreement between the Centre and The London Institute of Banking & Finance. I further understand and agree that this agreement applies for whole period of time during which the Centre operates as an 'approved' centre of The London Institute of Banking & Finance and that The London Institute of Banking & Finance has the right to issue updates and amendments to the agreement from time to time.

I accept that if the Centre defaults on the commitments made in this application it may lead to the removal of qualification approval and possibly centre recognition status in line with the sanctions policy of The London Institute of Banking & Finance.

I declare that I am authorised by the Centre to supply the information given above and, at the date of signing, the information provided is a true and accurate record to the best of my knowledge. I further declare that I am authorised by the Centre to sign this agreement on behalf of the Centre.

The parties hereto have caused this Agreement to be executed on the 'Date of Agreement' specified above. I agree to act in accordance with the requirements specified in this agreement:

**Signed for and on behalf of The London Institute of
Banking & Finance by:**

Signature _____

Name: _____

Role: _____

Date: _____

Signed for and on behalf of the Centre by:

Signature _____

Name: _____

Role: _____

Date: _____

Annex 1: Ofqual¹ General Conditions of Recognition (Section C: Third Parties)

Condition C2 Arrangements with Centres

¹ This Condition also applies to Qualifications Wales and CCEA

Condition C1 can be found in the Ofqual General Conditions of Recognition.

- C2.1 Where a Centre undertakes any part of the delivery of a qualification on behalf of an awarding organisation, this condition applies in addition to the requirements in Condition C1.
- C2.2 Where this condition applies, an awarding organisation must ensure that arrangements between it and the Centre include a written and enforceable agreement.
- C2.3 That agreement must in particular include provisions which –
- (a) require the Centre to take all reasonable steps to ensure that the awarding organisation is able to comply with its Conditions of Recognition,
 - (b) require the Centre to take all reasonable steps to comply with requests for information or documents made by the awarding organisation or Ofqual as soon as practicable,
 - (c) require the Centre to assist the awarding organisation in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions,
 - (d) set out all the requirements with which the Centre must comply in order to continue to deliver the qualification,
 - (e) establish a sanctions policy to be applied in the event that the Centre fails to comply with these requirements,
 - (f) require the Centre to retain a Workforce of appropriate size and competence to undertake the delivery of the qualification as required by the awarding organisation,
 - (g) require the Centre to have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by the awarding organisation,
 - (h) require the Centre to undertake the delivery of the qualification required by the awarding organisation in accordance with Equalities Law,
 - (i) require the Centre to operate a complaints handling procedure or appeals process for the benefit of Learners,
 - (j) set out any Moderation processes that the awarding organisation will undertake or that will be undertaken on its behalf,
 - (k) specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, and
 - (l) require the Centre to take all reasonable steps to protect the interests of Learners in the case of such a withdrawal.
- C2.4 In the event that the Centre withdraws from its role in delivering a qualification, the awarding organisation must take all reasonable steps to protect the interests of Learners.
- C2.5 The awarding organisation must, in respect of the parts of the delivery of qualifications which the Centre undertakes:
- (a) provide effective guidance to the Centre, and
 - (b) make available to the Centre any information which, for the purposes of that delivery, the Centre may reasonably require to be provided by the awarding organisation.