
Centre Agreement

September 2020

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Parties to this Centre Agreement

Date of Centre Agreement: *[type date in the box]*

Parties to this Centre Agreement

CIOLQ, 7th Floor, 167 Fleet Street, London, EC4A 2EA, and

[type centre name in the box]

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

CIOL Qualifications will be referred to throughout as CIOLQ.

Duration of this Centre Agreement

This Centre Agreement will be in place from the date of signed Centre Agreement by both parties and is annually renewable on payment of the Annual Centre Renewal Fee, unless terminated otherwise in line with the termination clause.

Purpose of this Centre Agreement

This Centre Agreement is for the purpose of clearly specifying the role and responsibilities of a Centre in their dealings with CIOLQ named above. The contents of this Centre Agreement are in keeping with the requirements of the regulatory conditions as issued to Awarding Organisations. By signing this Centre Agreement, the Centre confirms their understanding of the terms and conditions and agrees to adhere to the requirements herein. The terms specified in this Centre Agreement will be referred to where there is any dispute or Centre Agreement relating to the role and responsibilities of a Centre.

General centre regulations

Points hereby agreed

1. No amendment or variation of the Centre Agreement shall be effective unless it is in writing and duly executed by CIOLQ
2. This Centre Agreement constitutes the entire Centre Agreement between the Parties and supersedes all previous Centre Agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter
3. CIOLQ may from time to time amend or vary the terms of this Centre Agreement upon written notice to the Centre, when such amendment or variation becomes necessary or desirable in order to comply with the Regulatory Requirements or for reasons related to CIOL Qualification's business
 - a. Any variation or amendment of this Centre Agreement shall take effect from the date specified in the notice of variation or amendment

4. For the avoidance of doubt, CIOLQ may at any time amend or vary any or all of the CIOLQ Policies and Procedures by publishing the amended or varied version(s) on the website or otherwise making it available to the Centre
 - a. Any such variation or amendment takes effect from the date of such publication or notification
5. Neither Party will be in breach of the Centre Agreement nor liable for a delay or failure in performance resulting from events, circumstances or causes beyond its reasonable control
6. A person who is not a Party to the 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 Centre Agreement
7. Nothing in the Centre Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties. Each Party confirms it is acting on its own behalf and not for the benefit of any other person
8. A waiver of any right or remedy under the 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 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
9. 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 Centre Agreement
10. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Centre Agreement and each Party acknowledges that, in entering into the Centre Agreement, it has not relied on any representation or warranty
11. Each Party agrees that the Centre Agreement and the relationship between the Centre and CIOLQ 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 Centre Agreement or its subject matter or formation.

Termination clause

This Centre Agreement can be terminated by either Party, in not less than 1 month's written notice by either Party.

Or CIOLQ may terminate the Centre Agreement immediately if:

- The Centre is subject to an ongoing high risk and impact sanction
- The Centre fails to return the Centre Agreement
- The Centre is in breach of its Centre Agreement
- CIOLQ believes the Centre's conduct has the potential to bring CIOLQ into disrepute
- CIOLQ believes the Centre's conduct has the potential to cause an adverse effect

- The Centre is subject to a sanction under the Sanctions Policy resulting in the withdrawal of Approval
- The Centre fails to renew the Centre Agreement prior to its expiry date
- The Centre is in material or persistent breach of any term of the 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
- CIOLQ reserves the right to suspend or restrict the Centre with immediate effect during the fourteen (14) days given to the Centre to remedy a breach and/or while it is investigating the Centre's conduct under any of the provisions of this Centre Agreement
- CIOLQ reasonably believes that the Centre's conduct is prejudicial to CIOLQ's interests (including, but not limited to, in the case of the 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 other organisations into disrepute
- The Centre has not registered any Candidates with CIOLQ for more than twelve (12) months or undergoes a Change of Control and which in the reasonable opinion of CIOLQ, affect the Centre's ability to comply with its obligations under the Centre Agreement
- The Centre is inconsistent with CIOLQ's values and/or reputation, and/or creates, or is likely to create, a conflict of interest
- The Centre ceases or threatens to cease to trade or 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 Centre is unable to offer qualifications as a result of a change in laws and/or regulations in the territory, or as a result of loss of a licence or permit necessary to deliver the qualifications in the territory
- The Centre is subject to a sanction placed on it by another Awarding Organisation, resulting in the withdrawal of its recognition with that Awarding Organisation.

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

Consequences of suspension or termination

The Centre shall take all reasonable steps to act in Candidates' legitimate best interests in the event of suspension or expiry of this Centre Agreement and/or during any investigation conducted by CIOLQ.

In the event of termination of the Centre Agreement, including, but not limited to, the Centre will cooperate as may be required in order to transfer Candidates to another Approved Centre should this be necessary.

Upon termination of the Centre Agreement (howsoever caused) or suspension, withdrawal or expiry of the approval, and within 1 calendar month:

- All outstanding sums payable under the Centre Agreement shall immediately become due and payable
- The Centre shall immediately cease to advertise or deliver any of CIOLQ's qualifications
- The Centre shall immediately cease to use the CIOLQ Approved Centre Logo in connection with promotion of any qualifications or other business activities
- The Centre shall cease to use any of CIOLQ's property, the CIOLQ Intellectual Property and all of the materials produced by or on behalf of the Centre using such CIOLQ Intellectual Property (and destroy or return any of these at CIOLQ's request) and execute and deliver all further documents as may be necessary to vest all rights, title and interest to CIOLQ under the Centre Agreement
- The Centre shall cease to use any CIOLQ IT/Digital systems (if applicable).

On termination of the Centre Agreement for any reason, the Centre Approval will cease, however, each Party's accrued rights and liabilities as at the date of termination, will survive and continue in full force and effect.

General requirements

You shall:

1. Ensure that all of your staff involved in any part of the delivery of our qualifications, are aware, have read, understood and are committed to properly discharging their responsibilities in line with this Centre Agreement
2. Cooperate fully with CIOLQ at all times
3. Comply at all times with our policies and procedures, which may from time to time be subject to amendment
4. Fully support CIOLQ monitoring processes
5. Efficiently and effectively undertake the delivery of CIOLQ's qualifications, taking steps to prevent Adverse Effects from occurring
6. Promote and uphold high standards in the provision of our qualifications through quality, accuracy, fairness and consistency
7. Apply and be approved for any new qualification before commencement of delivery
8. Submit an application form in the format prescribed by CIOLQ if you wish to modify, add or withdraw certain or all of the qualifications from your approval, or otherwise vary the approval conditions (including, but not limited to, by adding or removing a teaching or exam venue). Approval of any such application shall be at CIOLQ's sole discretion and the decision will be final
9. Inform CIOLQ of any change in Centre staffing in relation to the qualification/s offered
10. Notify us as soon as possible if you become aware of or identify a risk that you will be unable to deliver any of your approved qualifications

11. Notify CIOLQ as soon as reasonably practicable if you are or become likely to be unable to deliver any or all of the qualifications in accordance with the terms of this Centre Agreement, in which case CIOLQ shall be entitled, without prejudice, to modify, suspend or withdraw your Centre Approval.

Promotion and use of our logo

You shall:

1. Not promote CIOLQ in any way without a valid and current Centre Approval
2. Promote only those qualifications which you have been approved to deliver
3. Not make any suggestions either in digital or hard copy that may infer an endorsement by CIOLQ
4. Not make any statement in relation to one of our Qualifications which is likely to mislead candidates, potential candidates or any other persons, or which is not consistent with the scope of this Centre Agreement and/or any specifications and guides issued by us in respect of such qualifications
5. Not use CIOLQ branding or logos without consent from us and in accordance with our guidance
6. Remove any CIOLQ branding or logos from all hard copy and digital formats immediately if you withdraw or have been withdrawn from CIOLQ Centre Approval
7. Not undertake any activity or advertising that could bring the name of CIOLQ into disrepute
8. Not make any statement in relation to our qualifications which may be misleading to users
9. Publish anything on digital, hard copy or websites that may confer a partnership or business arrangement with CIOLQ or our qualifications without prior written consent.

Learner registration and identification checks

You shall:

1. Register only candidates for qualifications whom you reasonably expect to complete a Qualification
2. Ensure that each Candidate taking a Qualification is registered in a way that permits the Candidate to be clearly and uniquely identified
3. Register/enter candidates for assessment in an efficient manner and following the CIOLQ Key Dates published on our website
4. Register Candidates with CIOLQ within 60 days after course commencement/enrolment
5. Not conduct any formal assessment until Candidates are registered with CIOLQ
6. Ensure that each learner, funded by the Education and Skills Funding Agency, is allocated a unique learner number
7. Use the record of the Candidate's previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where Candidate consent is given

8. Have arrangements in place to obtain on behalf of Candidates a Unique Learner Number (ULN) and a Candidate record (unless the candidate chooses not to have one)
9. Have policies and procedures in place for identifying and confirming relevant exemptions (APL/RPL) which may apply in specific circumstances. If allowed, these will be detailed in the relevant qualification specifications
10. Ensure appropriate and reliable steps are taken to confirm and re-verify each Candidate's identity prior to assessment taking place.

Induction

1. Provide appropriate induction and support to Candidates at the start, during and end of their course
2. Take all reasonable steps to ensure that Candidates are fully informed about the requirements of their selected Qualifications as set out in the relevant Qualification Specifications and Handbooks published by CIOLQ from time to time
3. Take all reasonable steps to ensure that Candidates are fully informed about the requirements of their selected assessments and grading rules.

Certification

You shall:

1. Recognise any restrictions regarding the minimum amount of time that candidates must be registered with the Awarding Organisation before certification
2. Take reasonable steps to ensure that all relevant centre staff understand how and when to apply for candidate registration and certification
3. Take all reasonable steps to guard against fraudulent or mistaken claims for certificates
4. Maintain accurate, up to date and dated candidate achievement tracking which feeds into accurate certification claims
5. Use the record of the candidates' previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where Learner consent is given and where appropriate to the specified qualification
6. Ensure that arrangements are in place for results and claims for learner achievement to be submitted to us securely, accurately and in a timely manner

Assessment, Moderation and Quality Assurance

You shall:

1. Retain the staff, resources and systems necessary to support the delivery and assessment of the qualifications
2. Train and standardise your staff in the requirements of the qualifications to ensure consistency, reliability and validity
3. Maintain documentary records of all meetings and standardisation activities in relation to the delivery and assessment of CIOLQ's qualifications

4. Have arrangements in place that allow for Recognition of Prior Learning (RPL) (where relevant and appropriate)
5. Ensure that assessments are delivered in line with qualification specifications
6. Ensure that any assessment evidence produced by a learner which forms part of the assessment is generated by that learner and authenticated
7. Ensure that criteria against which candidates' performance will be differentiated are accurately and consistently applied
8. Ensure that that no person currently or previously connected to you discloses or causes to be disclosed any confidential assessment information
9. Comply with the instructions issued by CIOLQ in respect of the marking of evidence generated by a learner during an assessment
10. Comply with the quality assurance requirements and timelines placed on you relating to CIOLQ's qualifications
11. Ensure that consistent, effective quality assurance, standardisation and management processes are in place at all sites
12. Monitor, review and take appropriate action resulting from issues identified from the quality assurance, standardisation and management processes
13. Provide assistance and cooperate fully with CIOLQ in our quality assurance and monitoring activities, including access to your premises and all matters related to the delivery of CIOLQ qualifications
14. Not deliver any CIOLQ at any other address other than that which we have approved
15. Ensure that all assessments are delivered effectively and efficiently, and in accordance with any Qualifications specifications and assessment criteria set out in the CIOLQ Policies and Procedures or otherwise prescribed by CIOLQ
16. Take all reasonable steps to ensure that candidates remain fully informed about the requirements of their selected Qualifications as set out in the relevant Qualification Specifications.

Regulatory and learner protection

You shall:

1. Take all reasonable steps to ensure that CIOLQ is able to comply with the requirements of the Regulatory Conditions in relation to the activities that you undertake to deliver qualifications on behalf of CIOLQ and that it all times, reduces risks to Adverse Effects; and which may change from time to time
2. Inform us immediately if you are or believe you may become subject to:
 - A material change in your governance structure or legal status
 - A change of control within your organisation
 - Any changes in laws or regulations that may affect your Centre Approval
 - Any enforcement or regulatory proceedings that may affect your ability to deliver our qualifications in accordance with this Centre Agreement

- Insolvency proceedings
 - Inability to pay your debts
 - Cessation of trading
 - Identifying or being identified as at risk.
3. Ensure that all information provided to us is accurate and complete and presented in a timely manner
 4. Protect the interest of Candidates in connection with the delivery of CIOLQ
 5. Comply with all laws and regulations relating to CIOLQ's activities under this Centre Agreement
 6. Promptly comply with any requests for information or documents made by CIOLQ or the qualifications Regulators
 7. Assist the qualifications Regulators and any other relevant regulatory bodies in any investigations made for the purposes of performing regulatory functions and protecting the interests of candidates
 8. Co-operate fully with CIOLQ in cases where either the Centre or CIOLQ 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
 9. Take all reasonable steps to protect the interests of Candidates in the case of such a withdrawal as referred to. This will apply whether the withdrawal is voluntary or not from the Centre's perspective
 10. Adhere to the process specified by CIOLQ for Centre withdrawal from the delivery of a qualification or all qualifications which will be specified.

Confidentiality

You shall:

1. Treat all confidential information as strictly private and confidential and take all reasonable steps to preserve its confidentiality and to ensure that all centre staff preserve its confidentiality
2. Report any suspected breaches of confidentiality to CIOLQ as soon as reasonably practicable
3. Cooperate with any investigations into such suspected breaches by CIOLQ.

Intellectual Property

You shall:

1. Abide by any limitations and/or restrictions on use which may be communicated to the Centre by CIOLQ from time to time
2. Adhere to branding and copy guidelines issued by CIOLQ from time to time
3. Promptly give written notice to CIOLQ of any actual, threatened or suspected infringement of any CIOLQ Intellectual Property
4. Ensure that you do not suggest in any way that you are owned or controlled by CIOLQ or that you have been franchised by CIOLQ

5. 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 CIOLQ 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 CIOLQ, or may interfere with or jeopardise the registration and/or validity of CIOLQ Intellectual Property.

For the avoidance of doubt a breach of any of the provisions of this clause shall be deemed to constitute a material breach of the Centre Agreement. The CIOLQ Approved Centre Logo and Certificate of Approval are the only valid proofs of the CIOLQ Centre Approval.

In consideration for the provision of the services to the Candidates under the Centre Agreement, CIOLQ hereby grants the Centre the non-exclusive non-transferable right (with no rights to sub-license) to:

- Designate the Centre as an Approved Centre
- Use the CIOLQ Approved Centre Logo
- Use such other CIOLQ Intellectual Property as CIOLQ may permit in writing in connection with the Centre Agreement.
- Ensure that all materials (including online materials) using CIOLQ Intellectual Property produced by or on behalf of the Centre comply with company guidelines.

Limitation of liability

Nothing in this Centre Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence, or that of its staff or subcontractors, fraud or fraudulent misrepresentation, or in any other circumstances where liability may not be limited under any applicable law.

CIOLQ shall have no liability to you, whether in contract, negligence, breach of statutory duty, or otherwise arising under or in connection with this Centre Agreement for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Centre Agreement.

Security of assessment

You shall:

1. Ensure that the security of all assessment evidence is maintained at all times
2. Comply with all of CIOLQ's security requirements relating to the storage of any examination/ assessment papers and the verification of candidates identity to ensure that this is not compromised
3. Notify CIOLQ as soon as reasonably practicable of any incident or perceived risk of any incident which could result in the Centre's non-compliance with CIOLQ's 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 in the future.

Identification and management of risk

You shall:

1. Comply with directions and/or sanctions imposed by CIOLQ in accordance with the Centre Agreement and the subsequent action plan issued by CIOLQ
2. Take all reasonable steps to ensure that you do not render CIOLQ 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
3. Have appropriate policies, procedures and training in place 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. Take all reasonable steps to identify the risk of the occurrence of any incident which could have an Adverse Effect
5. Notify CIOLQ, as soon as reasonably practicable upon becoming aware, of:
 - The risk of any incident which could have an Adverse Effect
 - Any acts, omissions or incidents which have, or are likely to have, an Adverse Effect and/or
 - Any other act, omission or incident which may otherwise compromise the reputation of CIOLQ and/or any of the Qualifications
6. Take all reasonable steps, in consultation with CIOLQ, to:
 - Prevent the incident from occurring or, where it cannot be prevented, reduce the risk of that incident occurring
 - Prevent or mitigate any Adverse Effect as far as possible
 - Give priority to (i) the provision of assessments which accurately differentiate between Candidates on the basis of the level of attainment they have demonstrated and (ii) the accurate and timely award of Qualifications
7. Take all reasonable steps to ensure that CIOLQ is able to comply with the requirements of Regulatory Conditions in relation to any activity that it undertakes to deliver qualifications at all times.

Conflicts of interest

You shall:

1. Not permit any part of the assessment of a candidate to be undertaken by a person who has a personal interest in the outcome of the assessment
2. Establish, maintain and comply with a conflict of interest policy which is complementary to the relevant CIOLQ Policies and Procedures
3. Identify and monitor:
 - All conflicts of interest which relate to it, and
 - Any scenario in which it is reasonably foreseeable that any such conflict of interest could arise in the future
4. Take all reasonable steps to ensure that no conflict of interest which relates to it has an Adverse Effect.

Retention of records and access to records, people and premises

You shall:

1. Maintain all Candidate records and details of achievement in an accurate, timely and secure manner, and in accordance with any applicable CIOLQ Policies and Procedures, and in the format required by CIOLQ
2. Keep complete and accurate records for the duration of the Centre Agreement and for 24 months from its termination and make these available to CIOLQ (at Centres' own cost) upon request, including, but not limited to policies, attendance, performance, assessment, quality assurance, achievement tracking and Candidate feedback records
3. Take all reasonable steps to comply with requests from CIOLQ for information, data or documents required by CIOLQ or by the regulators, as soon as practicable
4. Retain complete and accurate records, for at least 24 months from completion of all qualifications and make these available to CIOLQ upon request. The records required will be specified by CIOLQ
5. Provide CIOLQ with, on reasonable notice (usually within 7 days), access to people and records as required, and fully cooperate with our monitoring activities, including but not limited to providing access to any premises used (including satellite sites)
6. Retain records of assessment and internal quality assurance for a minimum period of 24 months following certification
7. Retain candidate work for a minimum period of 12 weeks following certification unless otherwise specified
8. Maintain all Candidate records and details of achievement in an accurate, timely and secure manner in line with the requirements of CIOLQ and Data Protection Legislation and make these records available for external quality assurance and auditing purposes, as required
9. Maintain information relating to operations, policies and procedures for audit by CIOLQ.

Malpractice and maladministration

You shall:

1. Take all reasonable steps to prevent incidents of malpractice or maladministration from occurring
2. Promptly notify CIOLQ of any incidents of malpractice or maladministration in line with the requirements of CIOLQ's malpractice and maladministration policy
3. Adopt a policy and procedure, complementary to CIOLQ's Policies and Procedures on malpractice and maladministration, that allows for the identification of, and approaches to, reducing the risk and incidents of malpractice or maladministration occurring
4. Take all reasonable steps to continually monitor for risks and suspected incidents of malpractice or maladministration, and notify CIOLQ of such risks and incidents as soon as practicable
5. Cooperate and assist CIOLQ in respect of the investigation of any such risks or incidents

6. Where incidents of malpractice or maladministration are identified:
 - Take all reasonable steps to prevent such incidents from recurring, and
 - Cooperate with CIOLQ in respect of any action taken by CIOLQ against the Centre and/or any individuals responsible for such incidents
 7. 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
 8. Have in place at all times an up to date disaster recovery and business continuity plan to protect the interests of Candidates in the event of circumstances outside of your control
 9. Have in place at all times an up to date continuity plan and process to protect the interests of Candidates in the event of unforeseen circumstances
 10. Have in place stringent guidelines to protect the health of Candidates in the event of circumstances outside of your control
 11. Take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents
 12. Develop an action plan for managing and rectifying the negative impact of any incidents of malpractice or maladministration and make this action plan available to CIOLQ as required
- This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not recur in the future
13. Take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future
 14. Deliver, in full, on request, the actions required to manage and rectify any identified incidents of malpractice or maladministration to CIOLQ
 15. Provide access to documents, records, data, staff, third parties, sub-contractors, Candidates, satellite Centres or any other resource required by CIOLQ during an investigation of Centre of malpractice or maladministration.

Monitoring activity and investigations

Assist CIOLQ in carrying out any reasonable monitoring activities and assist regulatory authorities in any investigations made for the purposes of performing its functions.

Centre workforce

You shall:

1. Retain a Workforce of appropriate size and occupational competence to undertake the delivery of CIOLQ qualifications
2. Ensure that you have available sufficient managerial and other resources to enable you to effectively and efficiently undertake the delivery of the qualifications as required by CIOLQ
3. Have in place appropriate staff and relevant systems before the qualifications are made available in accordance with the requirements of the qualification specifications and other guidance
4. Ensure that all staff involved with CIOLQ qualifications understand the relevant specification
5. Ensure effective communications systems are in place internally to keep all relevant staff informed of current CIOLQ policies and procedures
6. Ensure that quality assurance and management processes are in place and that these apply across all satellite locations
7. Maintain appropriate level of financial resources to support the delivery of Qualifications in accordance with the Centre Agreement
8. Have in place at all times an up to date disaster recovery and business continuity plan to protect the interests of Candidates
9. Regularly monitor the resources you require in order to deliver our Qualifications to Candidates
10. Provide staff with appropriate induction, training and professional development (maintaining records) to ensure staff can maintain the relevant expertise and competence required to deliver and assess our qualifications where this is relevant
11. Ensure that quality assurance and management processes are in place and that these apply across all satellite locations.

Centre resources

You shall:

1. Use buildings for delivery and assessment (including for satellite centres) that provide access for candidates, in accordance with relevant equalities legislation
2. Ensure that the full range of relevant, current equipment and rooms required to deliver and assess the qualification are available
3. Adhere to all assessment requirements as per the qualification requirements
4. Provide the necessary resources in accordance with requirements outlined in CIOLQ's qualification specification and any other guidance and handbooks
5. Maintain adequate systems and resources – including where appropriate; equipment, materials and software – to support the delivery of the qualifications
6. Ensure the security of any assessment/exam material in respect of storage and the handling process in line with the requirements of CIOLQ

7. Have the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of CIOLQ's qualifications
8. Have appropriate arrangements and Centre Agreements in place with any third parties or suppliers who provide goods or services to you, which contribute to the delivery and/or assessment of the qualifications.

Centre premises and management of third-party/satellite centres

You shall:

1. Deliver our qualifications, only at the teaching/exam/assessment venues included in the Centre application, these may be added or removed in accordance with the provisions of this Centre Agreement
2. Implement and maintain an effective system for the management of all third-party and sub-contracted services including any satellite sites affiliated to your Centre and ensure that all procedures, policies and requirements referred to in this Centre Agreement apply to these third parties and sub-contractors
3. Ensure that where a partnership arrangement with a satellite centre exists the respective roles and responsibilities are documented and made available to CIOLQ as required
4. Have in place Centre Agreements with third parties and sub-contractors to ensure that all procedures, policies and requirements referred to in this Centre Agreement are enforceable with third parties and sub-contractors
5. Ensure that you have effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of CIOLQ and regulation
6. 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 Centre Agreement to any other third Party without CIOLQ's prior written consent
7. Be responsible for ensuring that any third-party satellite Centres have appropriate capacity and capability to ensure the provision of the services under this Centre Agreement at all times and will agree in writing to any requirements CIOLQ may have in providing its consent. The Centre shall remain liable at all times to CIOLQ for the acts, errors or omissions of any such third-party.

Equality, diversity and inclusion

You shall:

1. Operate your delivery and assessment with regard to current Equality, Diversity and Inclusion legislation
2. Promote the development of our products and services, ensuring that unlawful or unfair discrimination, whether direct or indirect, is eliminated
3. Support and demonstrate the principles of equality, diversity and inclusion throughout all delivery and assessment of our qualifications.

Review and monitoring

You shall:

1. Ensure that all aspects of the delivery of qualifications are subject to monitoring and review and are in accordance with the terms of the Centre Agreement at all times
2. On request from CIOLQ:
 - Provide the results of such monitoring and review to CIOLQ and/or
 - Obtain feedback on Qualifications from Users

Withdrawal of centre approval and protecting the interests of candidates

In the event that CIOLQ withdraws your Centre Approval, you shall:

1. Co-operate fully with CIOLQ in cases where CIOLQ decides it needs to withdraw you from delivering a qualification. This co-operation shall be provided from you, whether the withdrawal is voluntary or not from your perspective
2. Adhere to the process specified by CIOLQ for the withdrawal of your Centre from the delivery of a qualification or all qualifications
3. Take all reasonable steps to protect the interests of Candidates in the case of such a withdrawal. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.

Qualification withdrawal

In the event that CIOLQ withdraws a qualification, you shall:

1. Take all reasonable steps to protect the interests of Candidates in respect of withdrawal of approval or of a qualification
2. Follow the guidance and procedures set out in our policies and procedures
3. Have and comply with a withdrawal policy and procedure, which prioritises the protection of Candidates' interests in respect of withdrawal of approval or of a qualification
4. Notify us without delay should you as a Centre decide to withdraw and submit a withdrawal plan
5. Cease registration to the related qualifications in line with CIOLQ Operational and Certification End Dates as published
6. Provide and deliver a communication plan about any withdrawal (Centre or CIOLQ) and ensure all affected parties are notified
7. Cooperate with us in determining how the interests of affected Candidates are best served and in managing the withdrawal of the Centre or qualification
8. Assist with the transfer of Candidates to other approved Centres/qualifications where appropriate
9. Upon completion of all withdrawal arrangements remove our logo from all related publications, web pages and all other locations.

Invoicing

You shall:

Provide payment of all valid invoices presented by CIOLQ within the stated terms and conditions as detailed in our Fees, Billing and Invoicing Policy.

Fees and payments

CIOLQ reserves the right, at any time and without notice to the Centre, to set off any liability of the Centre to CIOLQ against any liability of CIOLQ to the Centre, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Centre Agreement.

Without prejudice to CIOLQ's other rights and remedies, failure to pay any fees due may result in a sanction being imposed by CIOLQ under the Sanctions Policy, suspension or withdrawal of Approval and/or termination of the Centre Agreement.

The Centre shall indemnify CIOLQ on demand for any costs and expenses incurred in connection with the recovery of any fees due under the Centre Agreement.

You shall:

1. Pay any fees that may be payable in connection with the Centre Agreement, as notified to the Centre by CIOLQ upon Approval and thereafter
2. Make payment of all valid invoices presented by CIOLQ in accordance with the CIOLQ 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 CIOLQ in writing
3. Acknowledge and agree that it will be your responsibility for all expenses incurred by you or persons acting on your behalf in connection with this Centre Agreement.

Force majeure

1. Neither Party shall be in breach of this Centre Agreement if it is prevented from or delayed in carrying on its business by a failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm
2. Any Party wishing to rely on an event of Force Majeure shall promptly and in any event within 7 calendar days of becoming aware of the same give written notice to the other Party as to the nature of the event of Force Majeure and shall use its best endeavours to mitigate the effects of such event of Force Majeure.

Governing law and jurisdiction

This Centre Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this Centre Agreement.

Centre Agreement and declaration

I, the undersigned, declare that the Centre understands that this is an enforceable Centre Agreement between the Centre and CIOLQ. I further understand and agree that this Centre Agreement applies for the whole period of time during which the Centre operates as an 'approved' Centre of CIOLQ and that CIOLQ has the right to issue updates and amendments to the Centre Agreement from time to time.

I accept that if the Centre defaults on the commitments made in this Centre Agreement it may lead to the removal of centre approval and possibly the removal of full Centre Approval status in line with the sanctions policy of CIOLQ.

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 Centre Agreement on behalf of the Centre.

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

Please acknowledge receipt of this Centre Agreement and acceptance of its terms by signing, dating and returning the enclosed copy.

We hereby acknowledge receipt and accept the contents of this Centre Agreement.

Signed for and on behalf of CIOLQ by:	Signed for and on behalf of:
Signature	Signature
Name:	Name:
Role:	Role:
Date:	Date:

Interpretations

Centre means a Delivery or Exam Centre undertaking the delivery of qualifications and assessments to candidates on behalf of CIOLQ. Centres are typically educational institutions, training providers, or employer providers but not exclusively. Reference to Centre relates to both Delivery and/or Exam Centres.

Awarding Organisation means an organisation recognised by the regulatory authorities and their regulatory conditions in respect of the award and authentication of specified qualifications.