



# Great Wyrley Academy

## Exams BTEC Policy

<b>Responsible Committee:</b>	Great Wyrley Local Advisory Board
<b>Policy Co-ordinating Officer:</b>	Deputy Headteacher – Curriculum and Assessment
<b>Date revised by Great Wyrley Local Advisory Board:</b>	October 2020
<b>Next review date:</b>	October 2021

## **Responsibilities**

### **Exams Officer**

Responsible for timely, accurate and valid registration, transfer, withdrawal and certificate claims for learners.

### **Programme Leader**

Responsible for ensuring learner details held by Pearson are accurate and that an audit trail of learner assessment and achievement is accessible.

Responsible for managing programme delivery and assessment of the learners, to ensure coverage of all units and grading criteria.

### **Quality Nominee**

Responsible for coordinating and monitoring the learner details held with Pearson.

The Quality Nominee ensures that centre internal verification and standardisation processes operate, acts as the centre coordinator and main point of contact for BTEC programmes. The Quality Nominee ensures Pearson quality assurance reports are monitored and any remedial action is carried out.

Required to inform Pearson of any acts of malpractice.

### **Senior Leadership**

Responsible for overseeing the registration, transfer, withdrawal and certificate claims for learners to ensure that awarding body deadlines are met.

Responsible for judging whether assessment decisions are valid, fair and unbiased.

### **Assessor**

Responsible for carrying out assessment to national standards. The assessor provides feedback to learners; assures the authenticity of learner work; records and tracks achievement.

Responsible for providing clear achievement feedback to learners.

If assessment decisions are questioned, the Assessor is responsible for processing the learner's appeal within the agreed time.

Responsible for designing assessment opportunities which limit the opportunity for malpractice and for checking the validity of the learner's work.

### **Internal verifier**

A member of staff able to verify assessor decisions, and validate assignments. The Internal Verifier records findings, gives assessor feedback, and oversees remedial action.

Responsible for judging whether assessment decisions are valid, fair and unbiased.

Responsible for malpractice checks when internally verifying work.

### **Lead Internal Verifier**

By registering with Pearson, has access to standardisation materials which may be used with assessors to ensure that national standards are understood. The Lead Internal Verifier must agree and sign off assessment and internal verification plans.

A member of the programme team who oversees the implementation of an effective internal verification centre system in their subject area. The Lead Internal Verifier is required to register annually and undergoes the necessary standardisation processes.

Responsible for judging whether assessment decisions are valid, fair and unbiased.

Responsible for malpractice checks when internally verifying work.

### **Learner**

Responsible for initiating the appeals procedure, in the required format, within a defined time frame, when s/he has reason to question an assessment decision

### **Head of Centre**

Responsible for submitting an appeal in writing, to Pearson if the learner remains dissatisfied with the outcome of the centre's internal appeals procedures.

Should seek proactive ways to promote a positive culture that encourages learners to take individual responsibility for their learning and respect the work of others.

Responsible for any investigation into allegations of malpractice.

## Registration and Certification Policy

### Aim:

- ▶ To register individual learners to the correct programme within agreed timescales.
- ▶ To claim valid learner certificates within agreed timescales.
- ▶ To construct a secure, accurate and accessible audit trail to ensure that individual learner registration and certification claims can be tracked to the certificate which is issued for each learner.

### In order to do this, the centre will:

- ▶ register each learner within the awarding body requirements
- ▶ provide a mechanism for programme teams to check the accuracy of learner registrations
- ▶ make each learner aware of their registration status
- ▶ inform the awarding body of withdrawals, transfers or changes to learner details
- ▶ ensure that certificate claims are timely and based solely on internally verified assessment records
- ▶ audit certificate claims made to the awarding body
- ▶ audit the certificates received from the awarding body to ensure accuracy and completeness
- ▶ keep all records safely and securely for three years post certification.

### Links

Information manual: this is published by Pearson each year and provides detailed information for Exams Officers about registration and certification procedures for all Pearson programmes:

[www.edexcel.com/infomanual](http://www.edexcel.com/infomanual)

## Assessment Policy

### Aim:

- ▶ To ensure that assessment methodology is valid, reliable and does not disadvantage or advantage any group of learners or individuals
- ▶ To ensure that the assessment procedure is open, fair and free from bias and to national standards
- ▶ To ensure that there is accurate and detailed recording of assessment decisions.

### In order to do this, the centre will:

- ▶ ensure that learners are provided with assignments that are fit for purpose, to enable them to produce appropriate evidence for assessment
- ▶ produce a clear and accurate assessment plan at the start of the programme/academic year
- ▶ provide clear, published dates for handout of assignments and deadlines for summative assessment
- ▶ assess learner's evidence using only the published assessment and grading criteria
- ▶ ensure that assessment decisions are impartial, valid and reliable
- ▶ not limit or 'cap' learner achievement if work is submitted late
- ▶ develop assessment procedures that will minimise the opportunity for malpractice
- ▶ maintain accurate and detailed records of assessment decisions
- ▶ maintain a robust and rigorous internal verification procedure
- ▶ provide samples for standards verification as required by the awarding organisation
- ▶ monitor standards verification reports and undertake any remedial action required
- ▶ share good assessment practice between all BTEC programme teams
- ▶ the tutor will decide when the learner is fully prepared to undertake the assessment. Once learners are working on assignments which will be submitted for assessment, they will work independently to produce and prepare evidence for assessment.
- ▶ before starting an assessment, the tutor will ensure that each learner understands the:
  - assessment requirements
  - nature of the evidence they need to produce
  - importance of time management and meeting deadlines.
- ▶ once the learner begins work for the assessment, the tutor will not:
  - provide specific assessment feedback on the evidence produced by the learner before it is submitted for assessment
  - confirm achievement of specific assessment criteria until the assessment stage.
- ▶ only one submission will be allowed for each assignment. The assessor will formally record the assessment result and confirm the achievement of specific assessment criteria.
- ▶ each learner must submit:
  - an assignment for assessment which consists of evidence towards the targeted assessment criteria
  - a signed-and-dated declaration of authenticity with each assignment which confirms they have produced the evidence themselves.
  - formally record and confirm the achievement of specific assessment criteria
  - complete a confirmation that the evidence they have assessed is authentic and is the learner's own work.
- ▶ the assessor will not:
  - provide feedback or guidance on how to improve the evidence to achieve higher grades.
- ▶ it may be appropriate for the Lead Internal Verifier to authorise one opportunity for a learner to resubmit evidence to meet assessment criteria targeted by an assignment.

- ▶ the Lead Internal Verifier will only authorise a resubmission if all of the following conditions are met:
  - the learner has met initial deadlines set in the assignment, or has met an agreed deadline extension
  - the tutor judges that the learner will be able to provide improved evidence without further guidance
  - the assessor has authenticated the evidence submitted for assessment and the evidence is accompanied by a signed- and-dated declaration of authenticity by the learner.
- ▶ if a learner has not met the conditions listed above, the Lead Internal Verifier will not authorise a resubmission.
- ▶ if the Lead Internal Verifier does authorise a resubmission, it must be:
  - recorded on the assessment form
  - given a deadline for resubmission within 10 working days\* of the learner receiving the results of the assessment [\* the 10 working days will be within term time, in the same academic year as the original submission.
  - undertaken by the learner without further guidance.
- ▶ retakes of internally assessed units are therefore not available to learners studying BTEC Firsts and Nationals on the NQF.
- ▶ ensure that BTEC assessment methodology and the role of the assessor are understood by all BTEC staff
- ▶ provide resources to ensure that assessment can be performed accurately and appropriately.

#### Links

BTEC Qualification Specifications: these provide guidance on assessment for each BTEC qualification. All staff teaching on BTEC programmes should have access to the relevant specification. They are published on our website: [www.btec.co.uk](http://www.btec.co.uk)

Pearson BTEC Assessment & Grading Policy: this is our policy on the application of grading criteria when assessing BTEC programmes: [www.edexcel.com/policies](http://www.edexcel.com/policies)

BTEC Centre Guides to Assessment: A valuable resource for centres in planning, quality assuring and delivering BTEC programmes: [www.btec.co.uk/keydocuments](http://www.btec.co.uk/keydocuments)

## Internal Verification Policy

### Aim:

- ▶ To ensure there is an accredited Lead Internal Verifier in each principal subject area
- ▶ To ensure that Internal Verification is valid, reliable and covers all Assessors and programme activity.
- ▶ To ensure that the Internal Verification procedure is open, fair and free from bias
- ▶ To ensure that there is accurate and detailed recording of Internal Verification decisions.

### In order to do this, the centre will ensure that:

- ▶ where required by the qualification, a Lead Internal Verifier is appropriately appointed for each subject area, is registered with Pearson and has undergone the necessary standardisation processes
- ▶ each Lead Internal Verifier oversees effective Internal Verification systems in their subject area
- ▶ staff are briefed and trained in the requirements for current Internal Verification procedures
- ▶ effective Internal Verification roles are defined, maintained and supported
- ▶ Internal Verification is promoted as a developmental process between staff
- ▶ standardised Internal Verification documentation is provided and used
- ▶ all centre assessment instruments are verified as fit for purpose
- ▶ an annual Internal Verification schedule, linked to assessment plans, is in place
- ▶ an appropriately structured sample of assessment from all programmes, units, sites and Assessors is Internally Verified, to ensure centre programmes conform to national standards
- ▶ secure records of all Internal Verification activity are maintained
- ▶ the outcome of Internal Verification is used to enhance future assessment practice.

### Links

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Pearson BTEC Assessment & Grading Policy: This is our policy on the application of grading criteria when assessing BTEC programmes: [www.edexcel.com/policies](http://www.edexcel.com/policies)

BTEC Centre Guide to Internal Verification: A valuable resource for centres in planning, quality assuring and delivering BTEC programmes: [www.btec.co.uk/keydocuments](http://www.btec.co.uk/keydocuments)

## Appeals Policy

### Aim:

- ▶ To enable the learner to enquire, question or appeal against an assessment decision
- ▶ To attempt to reach agreement between the learner and the Assessor at the earliest opportunity
- ▶ To standardise and record any appeal to ensure openness and fairness
- ▶ To facilitate a learner's ultimate right of appeal to the Awarding Body, where appropriate
- ▶ To protect the interests of all learners and the integrity of the qualification.

### In order to do this, the centre will:

- ▶ inform the learner at induction, of the Appeals Policy and procedure
- ▶ record, track and validate any appeal
- ▶ forward the appeal to the Awarding Body when a learner considers that a decision continues to disadvantage her/him after the internal appeals process has been exhausted
- ▶ keep appeals records for inspection by the Awarding Body for a minimum of 18 months
- ▶ have a staged appeals procedure
- ▶ will take appropriate action to protect the interests of other learners and the integrity of the qualification, when the outcome of an appeal questions the validity of other results
- ▶ monitor appeals to inform quality improvement.

### Links

BTEC qualification specifications: These provide guidance on assessment for each BTEC qualification. All staff teaching on BTEC programmes should have access to the relevant specification. They are published on our website: [www.btec.co.uk](http://www.btec.co.uk)

Policy on Appeals Concerning BTEC & Pearson NVQ Qualifications: This is Pearson's policy on learner appeals. Please note, this does not apply until internal centre processes have been exhausted: [www.edexcel.com/policies](http://www.edexcel.com/policies)

## Employer Involvement Policy

### Aim:

- ▶ Employer involvement in the delivery and/or assessment of technical qualifications provides a clear 'line of sight' to work, enriches learning and raises the credibility of the qualification
- ▶ To ensure a designated lead for Employer Involvement
- ▶ requires all learners to undertake meaningful activity involving employers during their study
- ▶ To ensure that there is an accurate and detailed recording of meaningful employer involvement for every individual learner
- ▶ The contribution of meaningful activities to the qualification must be significant and relate to the qualification as a minimum.

### In order to do this, the centre will

- ▶ Produce an Employer Involvement plan at the start of the programme that reflects the meaningful activities that contribute to the technical qualification.
- ▶ Produce a clear and accurate meaningful activity plan that covers all learners
- ▶ Establish and agree milestones with employers to develop, execute and review meaningful activities for learners
- ▶ Confirm learner engagement against the defined meaningful activities identified.
- ▶ Ensure effective, reliable and accurate tracking / recording of individual learner involvement in meaningful activity in relation to the individual learner field of study
- ▶ Prepare the learner to engage actively and positively with opportunities offered with employer involvement
- ▶ Develop robust and accurate recording procedures that minimise the opportunity for malpractice
- ▶ Maintain a robust and rigorous quality assurance procedure
- ▶ Provide evidence for standards verification and quality management review as required by the awarding body
- ▶ Monitor SV and QMR reports and undertake any remedial action required
- ▶ Share good practice between all Technical qualification teams in reference to employer involvement
- ▶ Ensure that all staff teaching on Technical qualifications understand the requirements and importance of meaningful employer involvement.
- ▶ Provide resources to ensure effective employer involvement and accurate monitoring and recording.
- ▶ A Standardised centre approach to documentation used across the centre for the purpose of employer involvement
- ▶ An annual review of employer involvement to ensure that activities are meaningful and appropriate and enhance all future employer involvement
- ▶ Secure records of all activities are maintained

### Links

BTEC qualification specifications: These provide guidance on assessment for each BTEC qualification. All staff teaching on BTEC programmes must have access to the relevant specification. They are published on our website. [www.edexcel.com/policies](http://www.edexcel.com/policies)

BTEC Guide to Centre Assessment and BTEC Guide to Centre Assessment Levels 4-7: Valuable resources for centres in planning, quality assuring and delivering BTEC programmes.

BTEC Centre Guide to Internal Verification: A valuable resource for centres in planning, quality assuring and delivering BTEC programmes. [www.edexcel.com/policies](http://www.edexcel.com/policies)

## Assessment Malpractice Policy

### Aim:

- ▶ To identify and minimise the risk of malpractice by staff or learners
- ▶ To respond to any incident of alleged malpractice promptly and objectively
- ▶ To standardise and record any investigation of malpractice to ensure openness and fairness
- ▶ To impose appropriate penalties and/or sanctions on learners or staff where Incidents (or attempted incidents) of malpractice are proven
- ▶ To protect the integrity of this centre and BTEC qualifications.

### In order to do this, the centre will:

- ▶ seek to avoid potential malpractice by using the induction period and the learner handbook to inform learners of the centre's policy on malpractice and the penalties for attempted and actual incidents of malpractice
- ▶ show learners the appropriate formats to record cited texts and other materials or information sources
- ▶ ask learners to declare that their work is their own
- ▶ ask learners to provide evidence that they have interpreted and synthesised appropriate information and acknowledged any sources used
- ▶ conduct an investigation in a form commensurate with the nature of the malpractice allegation. Such an investigation will be supported by the Head of Centre and all personnel linked to the allegation. It will proceed through the following stages:
- ▶ make the individual fully aware at the earliest opportunity of the nature of the alleged malpractice and of the possible consequences should malpractice be proven
  - give the individual the opportunity to respond to the allegations made
  - inform the individual of the avenues for appealing against any judgment made
  - document all stages of any investigation.

### Where malpractice is proven, this centre may apply the following penalties/sanctions:

- ▶ Withdrawal from all examinations
- ▶ Withdrawal from the Named BTEC Examination
- ▶ Cancellation of the Unit
- ▶ Cancellation of the Assignment
- ▶ Repeat of the assignment

### Definition of Malpractice by Learners

This list is not exhaustive and other instances of malpractice may be considered by this centre at its discretion:

- ▶ plagiarism of any nature
- ▶ collusion by working collaboratively with other learners to produce work that is submitted as individual learner work
- ▶ copying (including the use of ICT to aid copying)
- ▶ deliberate destruction of another's work
- ▶ fabrication of results or evidence
- ▶ false declaration of authenticity in relation to the contents of a portfolio or coursework
- ▶ impersonation by pretending to be someone else in order to produce the work for another or arranging for another to take one's place in an assessment/examination/test.

## Definition of Malpractice by Centre Staff

This list is not exhaustive and other instances of malpractice may be considered by this centre at its discretion:

- ▶ improper assistance to candidates
- ▶ inventing or changing marks for internally assessed work (coursework or portfolio evidence) where there is insufficient evidence of the candidates' achievement to justify the marks given or assessment decisions made
- ▶ failure to keep candidate coursework/portfolios of evidence secure
- ▶ fraudulent claims for certificates
- ▶ inappropriate retention of certificates
- ▶ assisting learners in the production of work for assessment, where the support has the potential to influence the outcomes of assessment, for example where the assistance involves centre staff producing work for the learner
- ▶ producing falsified witness statements, for example for evidence the learner has not generated
- ▶ allowing evidence, which is known by the staff member not to be the learner's own, to be included in a learner's assignment/task/portfolio/coursework
- ▶ facilitating and allowing impersonation
- ▶ misusing the conditions for special learner requirements, for example where learners are permitted support, such as an amanuensis, this is permissible up to the point where the support has the potential to influence the outcome of the assessment
- ▶ falsifying records/certificates, for example by alteration, substitution, or by fraud
- ▶ fraudulent certificate claims, that is claiming for a certificate prior to the learner completing all the requirements of assessment.

## Links

Pearson BTEC Assessment Malpractice Policy: This is Pearson's policy on assessment malpractice relating to BTEC programmes: [www.edexcel.com/policies](http://www.edexcel.com/policies)

## BTEC approval criteria

The following criteria are taken directly from the following forms:

- ▶ Pearson Vocational Centre Recognition Form
- ▶ Vocational Qualification Approval Form

By signing the completed form, the Head of Centre confirms that the centre will comply with the following obligations.

## Vocational centre recognition criteria

Agreement by: The Headteacher of Great Wyrley Academy

### My organisation will

- ▶ Co-operate fully with Pearson
- ▶ Research the need for and obtain, prior to the delivery of any programme, at its own responsibility and expense all necessary licences, permissions or other form of authorisation required to operate as a centre in the jurisdiction in which the centre seeks approval. Pearson disclaims all liability in connection with and arising from the need for and procurement of or failure to procure any and all such licences, permissions or authorisations
- ▶ Not undertake any activity or advertising that could bring the name of Pearson into disrepute
- ▶ Not use Pearson and or JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body name or logos without consent from the owner
- ▶ Not deliver any Pearson approved qualifications at any other address than that, without prior authorisation from Pearson
- ▶ Adhere to all of Pearson, JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body policies and procedures, and terms and conditions for continued Centre Recognition, as amended from time to time, and whether provided in hard copy or made available on the relevant body's website
- ▶ Fully indemnify Pearson for all loss, damage, costs and expenses (including legal fees) caused by my organisation's breach of the policies and procedures
- ▶ Retain a copy of the centre approval application for the validity of recognition once approval has been granted
- ▶ Fully support Pearson's centre/qualification monitoring process, including, but not limited to, allowing nominated representatives of Pearson, full access to all relevant records, premises and learners
- ▶ Assist Pearson and/or Ofqual/JCQ/SQA/QAA and other relevant Standards Setting Body in any investigations being conducted by them and provide them with all information or documentation they request as soon as practicable
- ▶ Retain evidence of current learner work, and retain records of assessment and internal verification records for a minimum period of three years following certification of the learner
- ▶ Deliver qualifications in accordance with the law including any relevant Equalities, anti-discrimination, Copyright, Freedom of Information Acts and Data Protection laws
- ▶ Operate required internal/external assessments in full accordance with Pearson and JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body policies and procedures
- ▶ Monitor, review and evaluate our operations, policies and procedures and keep auditable records

- ▶ Monitor the approval and accreditation period for all of the qualifications approved and seek re-approval as and when required
- ▶ Commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson qualification(s)

## **I confirm**

- ▶ My organisation or key members of the management/assessment team have not previously been involved with a centre which has had centre recognition/qualification approval withdrawn by any Awarding Organisation, nor had sanctions at level 3 or above from the tariff of sanctions set out in the NVQ Code of Practice 2006 applied by Pearson or another Awarding Organisation, other than as set out above in section 1 of the centre recognition form
- ▶ No material supporting this centre approval has been plagiarised. I confirm that any material supporting this application that is the intellectual property of another person or organisation is used with the express permission of that person or organisation
- ▶ We are fully committed to employ, train and update sufficient number of
- ▶ appropriately qualified staff to ensure appropriate management, delivery, assessment and quality assurance as per qualification requirements
- ▶ My organisation will commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson qualification(s)
- ▶ The roles, responsibilities, authorities and accountabilities of the assessment and verification team across all sites are clearly defined, allocated and understood
- ▶ We will promptly make available records, information or documents associated with the delivery/review of the qualification(s) and allow Pearson and or Ofqual/SQA/QAA or other relevant officials access to such materials, records, premises and learners
- ▶ We will keep confidential the names and contact details of Pearson and or JCQ/Ofqual/SQA/QAA and other relevant personnel
- ▶ We will implement the agreed equal opportunities access and fair assessment policies and procedures
- ▶ Learners are located within the UK and that we will not deliver Pearson qualifications overseas without prior authorisation from Pearson
- ▶ Information supplied to Pearson for the purposes of registration and certification will be complete, accurate and fully comply with Data Protection and Freedom of Information Acts, learners will also be informed of their registration and certification status
- ▶ The assessment procedure will be open, fair and free from bias
- ▶ Pearson will be notified of any changes, or Adverse Effects which put at risk my organisation's ability to meet the centre approval criteria
- ▶ Pearson will be notified immediately of any changes to my organisation which materially affect the way in which we conduct business, including but not limited to a change in the management or ownership of the organisation, and changes to the sites at which qualifications are provided
- ▶ If we require further guidance or assistance from Pearson in respect of the provision of Pearson qualifications in accordance with our obligations set out in this application form and/or Pearson, JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body's policies and procedures, and terms and conditions for Centre Recognition, as amended from time to time, we will inform Pearson immediately in writing of the same
- ▶ My organisation will forward to Pearson a copy of all complaints received, which are not resolved by my organisation within 28 days of receipt, and co-operate with Pearson in respect of any action Pearson needs to take to resolve such matters
- ▶ If any of the matters I have agreed to on behalf of my organisation, as set out in this Section 4, changes, I will immediately notify Pearson in writing of the same

- ▶ My organisation consents to Pearson sharing information relating to my organisation with Ofqual and other awarding bodies, as it sees fit

## Financial

- ▶ My organisation will comply with Pearson's terms and conditions for payment of invoices
- ▶ I understand that approval of a qualification by Pearson does not imply or guarantee that it will be supported by public funding bodies
- ▶ I understand that as part of the centre approval process Pearson may undertake a credit check
- ▶ I understand that in exceptional circumstances, Pearson may withhold Learners' certificates from the centre if Pearson reasonably determines that this is a necessary and proportionate measure in the event of a debt owed to Pearson by the Centre

## Approval

- ▶ I understand that Pearson has the right to refuse centre/ qualification approval without giving reasons as to their decision
- ▶ I understand that there is no right of appeal against approval decisions
- ▶ I understand that my centre will be asked by Pearson on an annual basis to confirm that, unless as previously notified to Pearson, there have been no material changes that would affect Centre Recognition or qualification delivery

## Disputes

- ▶ I agree that this application, any subsequent Centre Recognition and qualification approval, and all aspects of the relationship between the applicant and Pearson (together the "Agreement") are governed by and shall be construed in accordance with English law
- ▶ My organisation submits to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with the Agreement or its subject matter (including its formation, enforceability, validity and interpretation)
- ▶ I agree that if any provision of the Agreement is or becomes, or is declared by any competent court or body to be, illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of the Agreement
- ▶ My organisation will notify [www.complaints@pearson.com](mailto:www.complaints@pearson.com) in writing of any issues or concerns it has in respect of Pearson or its representatives promptly, or in any event within 1 month, of becoming aware of such issues
- ▶ I agree that, following Centre Recognition, if any dispute arises in connection with the Agreement (other than in respect of a decision by Pearson to withdraw Centre Recognition for reasons set out below), the parties' respective representatives shall meet together as soon as reasonably possible, and in any event within 2 months of the dispute first being notified, and seek to resolve the dispute and agree any necessary action, and if the dispute cannot be settled by such discussions, the dispute shall be referred to mediation before a mutually agreed mediator, or if such mediator cannot be agreed, by a mediator appointed by CEDR
- ▶ I note that nothing in the Agreement limits Pearson's liability for death or personal injury resulting from Pearson's negligence or fraud
- ▶ I agree that Pearson's aggregate liability in respect of any loss or damage suffered by my organisation and arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid to Pearson under the Agreement

- ▶ I understand that Pearson will not be liable for any loss of profits, business or opportunity, any loss of goodwill or reputation, or any indirect or consequential loss or damage suffered or incurred by my organisation or any third party arising out of or in connection with the Agreement
- ▶ I understand that this application constitutes the entire agreement and understanding between the parties and supersedes all previous agreements between the parties relating to its subject matter. I acknowledge that, in signing this application, that I do not rely on and shall have no right or remedy in respect of any assurance, statement, warranty or representation made (whether innocently or negligently) of any person, including a Pearson regional representative, but note that nothing in this paragraph excludes Pearson's liability for fraud

## Vocational qualification approval criteria

Agreement by: The Headteacher of Great Wyrley Academy

### My organisation will

- ▶ Co-operate fully with Pearson
- ▶ Research the need for and obtain, prior to the delivery of any programme, at its own responsibility and expense all necessary licences, permissions or other form of authorisation required to operate as a centre in the jurisdiction in which the centre seeks approval. Pearson disclaims all liability in connection with and arising from the need for and procurement of or failure to procure any and all such licences, permissions or authorisations
- ▶ Not undertake any activity or advertising that could bring the name of Pearson into disrepute
- ▶ Not use Pearson and or JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body name or logos without consent from the owner
- ▶ Not deliver any Pearson approved qualifications at any other address than that, without prior authorisation from Pearson
- ▶ Adhere to all of Pearson, JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body policies and procedures, and terms and conditions for continued Centre
- ▶ Recognition, as amended from time to time, and whether provided in hard copy or made available on the relevant body's website
- ▶ Fully indemnify Pearson for all loss, damage, costs and expenses (including legal fees) caused by my organisation's breach of the policies and procedures referred to in (5) above
- ▶ Retain a copy of the centre approval application for the validity of recognition once approval has been granted
- ▶ Fully support Pearson's centre/qualification monitoring process, including, but not limited to, allowing nominated representatives of Pearson, full access to all relevant records, premises and learners
- ▶ Assist Pearson and/or Ofqual/JCQ/SQA/QAA and other relevant Standards Setting Body in any investigations being conducted by them and provide them with all information or documentation they request as soon as practicable
- ▶ Retain evidence of current learner work, and retain records of assessment and internal verification records for a minimum period of three years following certification of the learner
- ▶ Deliver qualifications in accordance with the law including any relevant Equalities, anti-discrimination, Copyright, Freedom of Information Acts and Data Protection laws
- ▶ Operate required internal/external assessments in full accordance with Pearson and JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body policies and procedures

- ▶ Monitor, review and evaluate our operations, policies and procedures and keep auditable records
- ▶ Monitor the approval and accreditation period for all of the qualifications approved and seek re-approval as and when required
- ▶ Commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson qualification(s)

### **I confirm**

- ▶ My organisation or key members of the management/assessment team have not previously been involved with a centre which has had centre recognition/qualification approval withdrawn by any Awarding Organisation, nor had sanctions at level 3 or above from the tariff of sanctions set out in the NVQ Code of Practice 2006 applied by Pearson or another Awarding Organisation, other than as set out above in section 1
- ▶ No material supporting this centre approval has been plagiarised. I confirm that any material supporting this application that is the intellectual property of another person or organisation is used with the express permission of that person or organisation
- ▶ We are fully committed to employ, train and update sufficient number of appropriately qualified staff to ensure appropriate management, delivery, assessment and quality assurance as per qualification requirements
- ▶ My organisation will commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson qualification(s)
- ▶ The roles, responsibilities, authorities and accountabilities of the assessment and verification team across all sites are clearly defined, allocated and understood
- ▶ We will promptly make available records, information or documents associated with the delivery/review of the qualification(s) and allow Pearson and or Ofqual/SQA/QAA or other relevant officials access to such materials, records, premises and learners
- ▶ We will keep confidential the names and contact details of Pearson and or JCQ/Ofqual/SQA/QAA and other relevant personnel
- ▶ We will implement the agreed equal opportunities access and fair assessment policies and procedures
- ▶ Learners are located within the UK and that we will not deliver Pearson qualifications overseas without prior authorisation from Pearson
- ▶ Information supplied to Pearson for the purposes of registration and certification will be complete, accurate and fully comply with Data Protection and Freedom of Information Acts, learners will also be informed of their registration and certification status
- ▶ The assessment procedure will be open, fair and free from bias
- ▶ Pearson will be notified of any changes, or Adverse Effects which put at risk my organisation's ability to meet the centre approval criteria
- ▶ Pearson will be notified immediately of any changes to my organisation which materially affect the way in which we conduct business, including but not limited to a change in the management or ownership of the organisation, and changes to the sites at which qualifications are provided
- ▶ If we require further guidance or assistance from Pearson in respect of the provision of Pearson qualifications in accordance with our obligations set out in this application form and/or Pearson, JCQ/Ofqual/SQA/QAA and other relevant Standards Setting Body's policies and procedures, and terms and conditions for Centre Recognition, as amended from time to time, we will inform Pearson immediately in writing of the same
- ▶ My organisation will forward to Pearson a copy of all complaints received, which are not resolved by my organisation within 28 days of receipt, and co-operate with Pearson in respect of any action Pearson needs to take to resolve such matters
- ▶ If any of the matters I have agreed to on behalf of my organisation, as set out in this Section 4, changes, I will immediately notify Pearson in writing of the same

- ▶ My organisation consents to Pearson sharing information relating to my organisation with Ofqual and other awarding bodies, as it sees fit

## Financial

- ▶ My organisation will comply with Pearson's terms and conditions for payment of invoices.
- ▶ I understand that approval of a qualification by Pearson does not imply or guarantee that it will be supported by public funding bodies
- ▶ I understand that as part of the centre approval process Pearson may undertake a credit check
- ▶ I understand that in exceptional circumstances, Pearson may withhold Learners' certificates from the centre if Pearson reasonably determines that this is a necessary and proportionate measure in the event of a debt owed to Pearson by the Centre

## Approval

- ▶ I understand that Pearson has the right to refuse centre/ qualification approval without giving reasons as to their decision
- ▶ I understand that there is no right of appeal against approval decisions
- ▶ I understand that my centre will be asked by Pearson on an annual basis to confirm that, unless as previously notified to Pearson, there have been no material changes that would affect Centre Recognition or qualification delivery

## Disputes

- ▶ I agree that this application, any subsequent Centre Recognition and qualification approval, and all aspects of the relationship between the applicant and Pearson (together the "Agreement") are governed by and shall be construed in accordance with English law
- ▶ My organisation submits to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with the Agreement or its subject matter (including its formation, enforceability, validity and interpretation)
- ▶ I agree that if any provision of the Agreement is or becomes, or is declared by any competent court or body to be, illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of the Agreement
- ▶ My organisation will notify [complaints@pearson.com](mailto:complaints@pearson.com) in writing of any issues or concerns it has in respect of Pearson or its representatives promptly, or in any event within 1 month, of becoming aware of such issues
- ▶ Subject to (45) below, I agree that, following Centre Recognition, if any dispute arises in connection with the Agreement (other than in respect of a decision by Pearson to withdraw Centre Recognition for reasons set out below), the parties' respective representatives shall meet together as soon as reasonably possible, and in any event within 2 months of the dispute first being notified, and seek to resolve the dispute and agree any necessary action, and if the dispute cannot be settled by such discussions, the dispute shall be referred to mediation before a mutually agreed mediator, or if such mediator cannot be agreed, by a mediator appointed by CEDR
- ▶ I note that nothing in the Agreement limits Pearson's liability for death or personal injury resulting from Pearson's negligence or fraud
- ▶ I agree that Pearson's aggregate liability in respect of any loss or damage suffered by my organisation and arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid to Pearson under the Agreement

- ▶ I understand that Pearson will not be liable for any loss of profits, business or opportunity, any loss of goodwill or reputation, or any indirect or consequential loss or damage suffered or incurred by my organisation or any third party arising out of or in connection with the Agreement
- ▶ I understand that this application constitutes the entire agreement and understanding between the parties and supersedes all previous agreements between the parties relating to its subject matter. I acknowledge that, in signing this application, that I do not rely on and shall have no right or remedy in respect of any assurance, statement, warranty or representation made (whether innocently or negligently) of any person, including a Pearson regional representative, but note that nothing in this paragraph excludes Pearson's liability for fraud