



## FutureQuals Centre Contract

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Enquiries should be addressed to Future Awards and Qualifications.

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DATE OF CONTRACT:    /    /20    [DD/MM/YYYY]

### PARTIES TO THIS CONTRACT

1. Future (Awards and Qualifications) Ltd, and
2. [Insert name and address of centre,]

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

### DURATION OF THIS CONTRACT

This Contract will be in place from the Date of Contract by both parties (as defined in section 20) and will remain in place for a period of 10 years unless terminated in line with the termination clause in section 16.

### PURPOSE OF THIS CONTRACT

This Contract is for the purpose of clearly specifying the role and responsibilities of a Centre in their dealings with the Awarding Organisation. Contents of this Contract are in keeping with the requirements of the General Conditions of Recognition, as issued by The Office of Qualifications and Examinations Regulation ("Ofqual") as the regulator of qualifications (other than degrees), examinations and assessments in England, by Qualifications Wales as the regulator of qualifications (other than degrees) in Wales and CCEA Regulation as the regulator of qualifications (Other than degrees) in Northern Ireland (together the "Regulatory Authorities"). There is no specific SQA regulatory requirement for a centre Contract, but the Awarding Organisation will ask its Scottish centres to sign this Contract as it reflects best practice in awarding organisation/centre relationships. By signing this Contract, the Centre confirms its understanding of the terms and conditions and agrees to adhere to the requirements herein. The terms specified in this Contract will be referred to where there is any dispute or disagreement relating to the role and responsibilities of a Centre.

### INTERPRETATIONS

"Awarding Organisation" means the organisation recognised by Ofqual, CCEA Regulation and Qualifications Wales in respect of the General Conditions of Recognition and award or authentication of a specified qualification, or description of qualification which is a signatory to this Contract and which is also referred to as FutureQuals.

"Centre" means the organisation undertaking the delivery of qualifications and assessments (and potentially other activities) to Learners on behalf of an awarding organisation which is the Signatory to this Contract.

"Confidential Information" means any information of a confidential nature (whether marked as confidential or not) including, but not limited to, any personal data (within the meaning given to that term in the Data Protection Act), any financial information and any information concerning the business plans of either party but excluding any information which is in the public domain (other than through a breach of this Contract).

“Data Protection Act” means the Data Protection Act 1998.

“Data Protection Legislation” means the Data Protection Act, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (lawful Business Practice) (Interception of communications) Regulations 2000 (SI 2000/2699), the electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of data and privacy.

“Head of Centre” means the head of a school, principal of a college or the chief officer of an institution which is approved by FutureQuals to deliver FutureQuals qualifications and is responsible for ensuring that all qualifications and assessment are delivered according to FutureQuals requirements and standards.

“Head Office” means EMP House, Telford Way, Coalville, Leicestershire, LE67 3HE, or as otherwise notified by FutureQuals, to the Centre.

“General Conditions of Recognition” mean the current version of the General Conditions of Recognition issued by Ofqual, CCEA Regulation and Qualifications Wales.

“Learner” means any person learning the skills involved in any relevant training.

“Learner Data” means all information held by the Centre in relation to a Learner.

“Working Day” means any day other than a Saturday, Sunday or bank holiday.

Where the phrase Regulatory Authorities is used in this Contract this shall include any additional or replacement authorities to whose regulatory requirements the Awarding Organisation becomes subject.

The Centre shall:

## 1. General Conditions of Recognition

1a. Take all reasonable steps to ensure that FutureQuals is able to comply with the requirements of the General Conditions of Recognition of each regulator in relation to the activity it undertakes to deliver qualifications on behalf of the Awarding Organisation. In particular, those requirements specified in Condition C1 and C2 will be adhered to. Conditions C1 and C2 are provided in Appendix 1 of this Contract.

## 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 Awarding Organisation 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 FutureQuals for information, data or documents required by FutureQuals or by the regulators, (including Ofqual), as soon as practicable.

2c. Retain complete accurate records, for at least three years from completion of all qualifications and make these available to FutureQuals upon request. The records required will be specified by FutureQuals and may include assessment and verification records, certificate claims, candidate data for each qualification etc.

2d. Provide FutureQuals and the Regulatory Authorities, in 5 Working Days, access to premises, people and records as required, and fully cooperate with their monitoring activities, including but not limited to, providing access to any premises used (including satellite sites).

### 3. Monitoring activity and investigations

3a. Comply with the Awarding Organisation's requests in carrying out any reasonable monitoring activities and assist Ofqual and/or Qualifications Wales, CCEA Regulation, SQA in Scotland, 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 ensure occupational competence where this is required by FutureQuals for the assessment of specific qualifications.

4b. Ensure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of a qualification or assessment as required by FutureQuals.

4c. Provide staff with appropriate inductions and professional development (including a development plan), to ensure staff can maintain the relevant expertise and competence required by FutureQuals.

4d. Supply staff CVs and other evidence (for example original certificates) to FutureQuals in a timely manner upon request.

4e. Have in place appropriate staff and relevant systems before the qualifications or assessments are made available in accordance with the requirements of the qualification(s).

4f. Ensure that staff involved with a qualification or assessment understand the relevant specification provided by FutureQuals.

4g. Ensure effective communications systems are in place internally to keep all relevant staff informed of current FutureQuals policies and procedures.

4h. Ensure that quality assurance and management processes are in place and that these apply across all satellite locations.

### 5. Legislation

5a. Undertake the delivery of the qualification or assessment in accordance with all and any equalities law and comply at all times with all legislation and directives relevant to its obligations under this contract.

5b. Ensure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the requirements of all and any health and safety regulations.

5c. Comply with the requirements of Data Protection Legislation in relation to all Learner data and, without limitation:

- Collect the Learner Data that FutureQuals reasonably requires for the purposes of this contract.
- Inform Learners in writing of the Learner Data it collects and the purposes for which it is collected (which shall include as a minimum the transfer of the Learner Data for the purposes set out in any policy).
- Ensure that Learner Data is accurate and up to date and send to FutureQuals an update if there is any change or correction to any Learner Data previously disclosed to FutureQuals or if there is any refusal of processing of the Learner Data by a Learner for any reasons.

- Not disclose Learner Data to any third party with the consent of the Learner.
- Inform Learners that Learner Data will be processed in accordance with the Centre's registration under the Data Protection Act.
- Put in place adequate security measures to prevent unauthorised access to the Learner Data and provide to FutureQuals on request all necessary information to verify the existence and extent of all such measures.

5d. Comply with all legislation and directives relevant to its obligations under this Contract.

5e. Comply with all regulatory criteria and codes of practice as updated and amended from time to time, including the Bribery Act 2010, the General Conditions of Recognition, and the additional regulatory documents that support these Conditions (as listed by Ofqual in their 'List of Additional Regulatory Documents' published in 2011 and subsequently amended.).

## 6. Complaints and Appeals

6a. Operate a complaint handling process or appeals process for the benefit of Learners.

6b. Adhere to FutureQuals' complaints, enquiries and appeals processes and provide appropriate information and support to enable Learners to access them.

## 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. Regularly review procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.

7c. Take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.

7d. Take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.

7e. 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 FutureQuals as required. This plan should also identify any areas of improvement required, to ensure the malpractice or maladministration does not recur in the future.

7f. Take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future.

7g. Deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.

7h. Promptly notify FutureQuals of any incidents of malpractice or maladministration in line with the requirements of FutureQuals' malpractice and maladministration policy.

7i. Provide access to documents, records, data, staff, third parties, sub-contractors, Learners, satellite centres or any other resource required by FutureQuals during an investigation of centre of malpractice or maladministration.

## 8. Quality Assurance

8a. Work in line with the quality assurance processes specified by FutureQuals, which will be undertaken by FutureQuals, or on its behalf. Details are found in the Centre Operations Manual and FutureQuals Policies located on FutureQuals' website or obtainable from FutureQuals' Head Office.

8b. Work in line with any instruction issued by FutureQuals to amend the marking of evidence generated by a Learner, during an assessment.

8c. Meet any assessment requirements set by FutureQuals.

8d. Make sure that external assessment material is kept secure and in line with FutureQuals Policies including the Instructions for Conducting Online tests and functional skills.

## 9. Resources

9a. Use buildings that provide access for candidates for assessment purposes, in accordance with relevant equalities legislation.

9b. Ensure that the full range of relevant, current equipment required to assess the qualification is supplied.

9c. Adhere to any assessment requirements as per the qualification requirements.

9d. Provide the necessary resources in accordance with any requirements outlined in FutureQuals' qualification specification.

9e. Maintain adequate systems and resources – including where appropriate, equipment, materials and software – to support the delivery of the qualification(s).

9f. Ensure the security of any examination material in respect of storage and the handling process in line with the requirements of FutureQuals.

9g. Have the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of FutureQuals' qualifications and assessments.

9h. Agree to comply with the user conditions of all software used in performing this Contract or otherwise in relation to Learners (including, but not limited to, Parnassus (QMIS), Huddle and XAMS).

9i. Have appropriate arrangements and contracts 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).

9j. Have the staff, resources and systems necessary to support the assessment of units and the award, accumulation and transfer of credits and, where necessary, the recording of exemptions.

## 10. Learner Registration and Certification

10a. Register each Learner in line with the requirements of FutureQuals, to ensure that each Learner is uniquely identified

10b. Take appropriate and reliable steps to confirm each Learner's identity prior to assessment taking place.

10c. Use the record of the Learner's previous achievements to ensure that opportunities for the recognition of prior learning are maximised, where Learner consent is given.

10d. Recognise any restrictions regarding the minimum amount of time that candidates must be registered with FutureQuals before certification, as well as the combination of units and or qualifications allowed.

10e. Take reasonable steps to ensure that all relevant centre staff understand how and when to apply for candidate registration and certification.

10f. Take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

10g. Have arrangements in place to obtain on behalf of its Learners a Unique Learner Number ("ULN") and a Learner record (unless Learner chooses not to have one).

10h. Support the learner in accessing their personal Learner record when available.

## 11. Management of third parties and sub-contractors

11a. Not operate a satellite site without prior written consent of FutureQuals. If consent is given the Centre shall ensure that each satellite complies with the provisions of this Contract and actively monitors that it does so. The Centre will make good any loss (including loss of reputation) which FutureQuals suffers as a result of any action, failure to act, or negligence on the part of the Centre or its satellite site/s, employees, sub-contractors or agents.

11b. 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 ensure that all policies and requirements referred to in this Contract, apply to these third parties and sub-contractors.

11c. Ensure that where a partnership arrangement exists, the respective roles and responsibilities are documented and made available to FutureQuals, as required.

11d. Have in place contracts with third parties and sub-contractors that ensure all policies and requirements referred to in this Contract are enforceable with third parties and sub-contractors and disclose those agreements to FutureQuals on request.

11e. Ensure it has effective communications systems in place with third parties and sub-contractors, to keep them up to date with the requirements of FutureQuals and the Regulatory Authorities.

## 12. Withdrawal of approval and interests of Learners

12a. Co-operate fully with FutureQuals in cases where either the Centre or FutureQuals 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.

12b. Take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point 12a above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.

12c. Adhere to the process specified by FutureQuals for the withdrawal of the Centre from the delivery of a qualification or all qualifications. Details are found in the Centre Manual located on FutureQuals' website or obtainable from FutureQuals' Head Office and in Appendix three of this Contract

## 13. Invoicing

13a. Provide payment of all valid invoices presented by FutureQuals within the stated terms and conditions.



13b. acknowledges that if FutureQuals exercises its rights under clause 17 (suspension of a Centre), FutureQuals will accept no liability for any direct or indirect loss incurred by the Centre.

#### 14. Assessment

14a. Have the staff, resources and systems necessary to support the assessment of qualifications.

14b. Have arrangements in place that allow for recognition of prior learning (RPL) (where appropriate).

#### 15. Centre Obligations and Advice

The Centre shall

15a. Comply with FutureQuals policies and all requirements specified in the Centre Operation Manual (located on FutureQuals' website or obtainable from FutureQuals' Head Office) at all times

15b. Respond to all reasonable requests by FutureQuals to supply any information to FutureQuals within a specified time in relation to FutureQuals responsibilities as a regulated awarding organisation and in the delivery and award of FutureQuals qualifications and assessments.

15c. In the event that the Centre provides or wishes to provide the level 3 Certificate in Emergency Response Ambulance Driving comply with the provisions of Appendix 2.

15d. In the event that the Centre receives any advice or information from anyone other than an employee of FutureQuals (including without limitation, an External Quality Assessor of FutureQuals) (Advice) the Centre accepts and acknowledges that such Advice is not the advice of FutureQuals, nor is it made on FutureQuals' behalf.

15e. Any advice provided by FutureQuals shall be documented in the external quality assurance report and FutureQuals shall have no liability for any Advice received and/or acted upon by the Centre that is not documented in this report.

#### 16. Termination

16a. Termination of this contact means that the Centre ceases to be a FutureQuals Centre and is no longer entitled to offer qualifications or assessments and that any permissions granted under it automatically terminate.

16b. The Centre may terminate this Contract:

- I. by providing at least three months' written notice to FutureQuals

16c. FutureQuals may terminate this Contract for any reason, and without liability, by providing at least 30 calendar days' written notice to the Centre.

16d. FutureQuals may terminate the Contract on written notice with immediate effect, if the Centre is in breach of any of its obligations under this Contract. For clarity FutureQuals may terminate this contact immediately:

- I. The Centre is in material or persistent breach of any terms of this contract and if the breach is capable of remedy has failed to remedy it within thirty days of receiving a notice requiring it to do so, or within a reasonable shorter period specified in the notice, or
- II. If the Centre undergoes a change of control, or

- III. If the Centre or its staff commits or has committed any act of dishonesty or misconduct or engages or has engaged in any misconduct which in the reasonable opinion of FutureQuals brings it into disrepute, or
- IV. If the Centre ceases or threatens to cease to trade, or becomes insolvent or makes any arrangement with its creditors, goes into liquidation or has a receiver or manager appointed over its business or any of the property or assessment of the business, or
- V. If the Centre has not registered any learners with FutureQuals for more than two years.

16e. On termination of this Contract (however it arises), the following sections shall continue in force: 1, 2, 3, 5c, 6, 7i, 12, 13, 18 and 19.

16f. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

## 17. FutureQuals Obligations

17a. FutureQuals is not obliged to undertake any work with a particular centre, and the decision to commence any work vests entirely with FutureQuals. This Contract shall apply across all current sites that the Centre occupies (and subject to clause 11a, any other additional sites occupied during the course of this Contract).

17b. FutureQuals may serve a written notice to the Centre, at its sole discretion, to suspend its Centre status or its ability to offer any Qualification or assessment in relation to the Centre itself and/or one or more of its Satellites for such a period of time that FutureQuals deems appropriate:

- In the circumstances set out in any Policy, or
- If the Centre fails to pay FutureQuals any charges when due in accordance with clause 13 unless they are subject to a bona fide dispute.

17c. Suspension means that FutureQuals may:

- Withhold processing of registration and/or results and/or
- Withhold the issue of or access to any materials created by or on behalf of FutureQuals

FutureQuals will:

17d. Deal with the Centre in accordance with its Policies and its Centre Operations Manual. set out all the requirements with which the Centre must comply, in order to continue to deliver the qualifications. These requirements can be found in the Centre Operations Manual (located on FutureQuals' website or obtainable from FutureQuals' Head Office) and FutureQuals Policies;

17e. provide reasonable guidance and support to the Centre on the delivery of qualifications including the administrative, assessment and quality assurance requirements necessary to ensure compliance with the criteria for Centre and qualification approval and delivery;

## 18. Confidentiality

FutureQuals and the centre shall:

18a. keep each other's Confidential Information confidential.

18b. use each other's Confidential Information only as strictly necessary to perform its obligations under this contract.

18c. not disclose Confidential Information except to its employees, sub-contractors or professional advisers who need to have such information or as required by law, court order or any governmental or regulatory authority

18d. Ensure that the employee's, sub-contractors, and professional advisers to whom it discloses the Confidential Information comply with obligations of confidentiality equivalent to those set out in this clause.

## 19. Intellectual Property Rights

19a. The Intellectual Property rights in and to the FutureQuals logo, any other FutureQuals trademarks and any materials provided to the Centre by or on behalf of FutureQuals shall at all times remain the property of FutureQuals. They may be used, copied reproduced or translated by the Centre only in accordance with any relevant Policy or, in the event there is no such policy, with the prior written permission of FutureQuals and subject to any conditions stated in the Policy or permission.

## 20. CENTRE CONTRACT AND DECLARATION

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

I declare that I am authorised by the Centre to supply the information given above and, at the date of signing the Contract (the "Date of Contract"), 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 Contract on behalf of the Centre.

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

Signed for and on behalf of FutureQuals by:

Signed for and on behalf of the Centre by the nominated Head of Centre:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Role: \_\_\_\_\_

Role: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 1

### Condition C1 Arrangements with third parties

C1.1 Where an Awarding Organisation arranges for a third party to undertake, on its behalf, any part of the development, delivery or award of qualifications which the Awarding Organisation makes available, or proposes to make available, the Awarding Organisation must:

(a) ensure that the arrangements which it establishes with that third party enable the Awarding Organisation to develop, deliver and award qualifications in accordance with its General Conditions of Recognition; and

(b) monitor and, where appropriate, enforce such arrangements so as to ensure that it is able to develop, deliver and award qualifications in accordance with its General Conditions of Recognition.

C1.2 An Awarding Organisation must take all reasonable steps to ensure that, in making any such arrangements, it does not impose unnecessary or unduly burdensome requirements on third parties.

### Condition C2 Arrangements with Centres

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 Contract.

C2.3 That Contract 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 all and any 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.

Other

Notwithstanding the above conditions, FutureQuals retains the right to place further condition(s) upon the Centre (dependent on the nature of any particular qualification or assessment) at any point during the term of this Contract. Such conditions shall form part of this Contract immediately.

## Appendix 2

### 1. The Centre warrants and represents that:

1.1 it is authorised by each NHS ambulance service or CQC registered private ambulance service with whom it has a contract to provide training to provide the level 3 Certificate in Emergency Response Ambulance Driving

1.2 no Learner, by undertaking training in the level 3 certificate in Emergency Response Ambulance Driving with the Centre, will be at risk of breaching the Road Traffic Act 1984 (or any other legislation) as the Centre holds the relevant exemptions and/or has confirmed that the Learner holds the relevant exemptions

1.3 it shall update (as required) any authorisation it has obtained for the purposes of this Appendix 2 and keep all such authorisations current and up to date.

1.4 it shall provide FutureQuals with such evidence as FutureQuals shall require to confirm compliance with this Appendix 2

2. The Centre acknowledges that FutureQuals shall be entitled to withdraw authorisation from the Centre in the event that the Centre is in breach of any of the provisions of this Appendix 2 and, further, the Centre hereby agrees to indemnify FutureQuals against all costs, damages, claims and/or expenses incurred by FutureQuals as a result of or in relation to any breach by the Centre

### Appendix 3

If your Centre ceases trading or its Contract to deliver FutureQuals qualifications is terminated, it must advise us in writing as soon as possible.

This written confirmation must include:

- The date the Centre proposes to close or withdraw from delivering FutureQuals qualifications
- Details of the arrangements that will be in place for registered Learners that have not yet completed. This must include any transitional arrangements
- Details of the arrangements in place for Learner portfolios, Learner records, internal verification/quality assurance records and assessment records: -
  - to be stored securely
  - to be passed to FutureQuals or,
    - passed to another FutureQuals centre for Learners to continue their studies including how data protection requirements will be addressed

The Centre is responsible for protecting the interests of Learners continuing to progress through their planned qualification and will need to provide details to FutureQuals of how this will be done through the arrangements it puts in place.

If the Centre enters into administration, insolvency or liquidation proceedings it must provide the same written confirmation as detailed above.

In addition to this the Centre must provide details of the third party that will be dealing with the Centre's affairs. This includes any liquidator, administrator, administrative receiver or authorised insolvency practitioner that is appointed.

In order to support registered Learners to continue their qualification at another FutureQuals centre, it may necessary for FutureQuals to request contact details for registered learners from the Centre or appointed third party. This is to enable us to comply with data protection requirement by gaining written permission from the Learners to transfer their achievement history and registration to a third party.

When an organisation applies to become an approved FutureQuals Centre, it is a requirement that the applicant confirms it has a process in place to support Learners should it withdraw from its role of delivering FutureQuals qualifications.



# FutureQuals<sup>TM</sup>

INSPIRING LEARNING AND SKILLS

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