

Laser Learning Awards Centre Recognition Agreement



This Agreement sets out the terms under which Laser Learning Awards has agreed to appoint the Centre to undertake on its behalf the delivery of the Qualifications as set out below.

Special Terms

A:	Date of the Agreement	
B:	Laser Learning Awards	Open College Network South East Region, a company limited by guarantee, registered in England (company registration number 5453363) and a registered charity (registration number 1114460) whose registered office is at 4 Marigold Drive, Bisley, Woking, GU24 9SF (" Laser Learning Awards ").
C:	The Centre	Centre name Company registration number Registered office address ("The Centre")
D:	Term	The period of five (5) years from the Date of the Agreement as set out in A above.
E:	Qualifications	<p>The regulated and unregulated Qualifications offered by the Centre are those for which the relevant form(s) have been submitted and processed in any of the Sectors for which the Centre has been approved.</p> <p>Sectors and Qualifications can be requested for approval at any time, pursuant to the procedure set out in Schedule 3, paragraph 6.</p> <p>The LASER Centre Recognition Application Form must be completed by any Centre wishing to offer unregulated and/or Ofqual regulated Qualifications <i>except</i> those under the Trident Awards brand (see below).</p> <p>And/or</p> <p>The LASER Trident Awards Centre Recognition Application Form must be completed by any Centre wishing to offer Qualifications in the security sector under the Trident Awards brand.</p> <p>And/or</p> <p>The LASER Access Centre Recognition Application Form must be completed by any Centre wishing to offer QAA Access to HE Diploma Qualifications.</p>
F:	Payment Terms	Laser Learning Awards may invoice the Centre by email for any Fees that fall due during the term of this Agreement and which shall be paid by the Centre in accordance with the payment terms specified in each invoice.
G:	Obligations of the Centre	The Centre agrees to meet its obligations as set out in Schedule 2.
H:	Obligations of Laser Learning Awards	Laser Learning Awards agrees to meet its obligations as set out in Schedule 2.

Laser Learning Awards Centre Recognition Agreement



I:	Fees	The Centre agrees to pay, where applicable, the application fee, annual centre approval fee, fees for learner registrations, and other associated fees as per the current published Laser Learning Awards price lists, which can be found on the Laser Learning Awards website.
J:	Logos	<p>Laser Learning Awards hereby grants to the Centre a non-exclusive licence to use the following Logo(s) as shown in Schedule 4, in relation to the provision of the approved Qualifications at the Centre for the Term:</p> <p>The Laser Learning Awards Logo – if approved to offer unregulated and/or Ofqual regulated Qualifications <i>except</i> those under the Trident Awards brand (see below).</p> <p>And/or</p> <p>The Trident Awards Logo – if approved to offer Qualifications in the security sector under the Trident Awards brand.</p> <p>And/or</p> <p>The QAA Access to HE Logo – if approved to offer QAA Access to HE Diploma Qualifications.</p>

1. This Agreement consists of:
 - 1.1 the Special Terms (as shown above);
 - 1.2 the Schedules; and
 - 1.3 the forms, policies, procedures and regulations of Laser Learning Awards, including the relevant Centre Recognition Application Form, all of which can be found on the website.
2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

The Parties hereto have caused this Agreement to be executed on the 'Date of the Agreement' specified above.

Signed for and on behalf of Laser Learning Awards		Signed for and on behalf of the Centre	
Signature		Signature	
Name		Name	
Role		Role	Head of Centre
Date		Date	

Schedule 1: Definitions

Awarding Organisation means an organisation recognised by Ofqual in respect of the General Conditions of Recognition to award specified Qualifications or descriptions of Qualifications, and/or by the Quality Assurance Agency for Higher Education (QAA) to award the Access to Higher Education Diploma.

Centre means the entity specified in the Special Terms.

Data Protection Legislation means the Regulation 2016/679 (the General Data Protection Regulation or "GDPR") and any other legislation in force from time to time in England & Wales pertaining to Personal Data.

Fees means the fees specified in the Special Terms.

General Conditions of Recognition means the most current version of the General Conditions of Recognition issued by Ofqual.

Intellectual Property Rights means copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Logo means the Logo(s) set out in the Special Terms.

Maladministration means any inefficient or dishonest administration, including mismanagement on the part of the Centre, and as is also set out in Laser Learning Awards' Malpractice and Maladministration Policy, copies of which can be found on the website.

Malpractice means any instance of negligence or incompetence on the part of the Centre, and as is also set out in Laser Learning Awards' Malpractice and Maladministration Policy, copies of which can be found on the website.

Personal Data shall have the meaning set out in the GDPR.

Qualification means any Ofqual-regulated, QAA-regulated, or unregulated, provision offered by Laser Learning Awards.

Sector means a sector subject area which a Centre is approved to deliver provision in accordance with Schedule 3, paragraph 6.

Term means the term specified in the Special Terms.

Website means www.laser-awards.org.uk and/or any other applicable website as may be updated by Laser Learning Awards from time to time.

Schedule 2: Obligations

1. Obligations of the Centre

The Centre shall:

1.1 Legislation

- 1.1.1 comply with current laws relating to equality and diversity.
- 1.1.2 comply with current health and safety regulations and legislation.
- 1.1.3 comply with the Data Protection Legislation.
- 1.1.4 comply with all other applicable laws, statutes, regulations, and where relevant regulatory criteria and codes of practice, including but not limited to, where applicable, Ofqual's General Conditions of Recognition and any additional regulatory documents that support these Conditions, Security Industry Authority requirements, and QAA requirements, all of which may be published or amended from time to time.

1.2 Ofqual General Conditions of Recognition

- 1.2.1 where the Centre is approved to deliver Ofqual-regulated Qualifications, take all reasonable steps to ensure that Laser Learning Awards is able to comply with the requirements of the Ofqual General Conditions of Recognition in relation to the activity it undertakes to deliver the Qualifications on behalf of Laser Learning Awards. In particular, those requirements specified in Conditions C1 and C2 of the June 2016 Ofqual General Conditions of Recognition (Schedule 5) or any subsequent version of these Conditions, will be observed.

1.3 Resources

- 1.3.1 maintain the resources, including staff, systems, financial and physical resources, required to:
 - 1.3.1.1 deliver and assess, including invigilation where relevant, the Qualifications;
 - 1.3.1.2 register courses;
 - 1.3.1.3 register learners; and
 - 1.3.1.4 claim certification for learners,all in accordance with the requirements specified in Laser Learning Awards' Qualification Guides/Specifications, Centre Handbook, Examinations Handbook, and any other relevant policies and procedures which can be found on the website from time to time.

1.4 Centre Workforce

- 1.4.1 maintain a workforce of appropriate size and competence as required by Laser Learning Awards, to undertake the Qualifications' delivery and assessment including invigilation where relevant.
- 1.4.2 maintain sufficient managerial resources as required by Laser Learning Awards.
- 1.4.3 provide staff with appropriate induction and professional development as required by Laser Learning Awards.
- 1.4.4 supply staff CVs and other evidence (for example original qualification certificates) to Laser Learning Awards in a timely manner upon request.
- 1.4.5 ensure that staff involved with the delivery and/or assessment including invigilation of a Qualification understand the relevant specification and/or requirements as provided by Laser Learning Awards.

- 1.4.6 ensure effective communications internally to keep all relevant staff informed of current Laser Learning Awards and regulatory policies, procedures and requirements.
- 1.5 **Retention of Records and Access to Records, People and Premises**
 - 1.5.1 maintain all relevant records including details of achievement in an accurate, timely and secure manner in line with the requirements of Laser Learning Awards as set out in this agreement, the Centre Handbook and where relevant the Examinations Handbook and the Data Protection Legislation. Relevant records may include, but not be limited to, assessment and verification records, certificate claims, learner attendance records, learner feedback forms, records of course runs dates, trainer CVs and qualifications, etc.
 - 1.5.2 retain complete accurate records securely for at least three years unless advised otherwise.
 - 1.5.3 comply with requests to provide records, information, data or documents to Laser Learning Awards or the relevant regulatory authorities, including Ofqual, the Security Industry Authority (SIA), and QAA, as soon as practicable.
 - 1.5.4 provide Laser Learning Awards, and where relevant the regulatory authorities, including but not limited to Ofqual, the Security Industry Authority (SIA), and QAA, 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), people (Centre staff and/or learners) and records. Reasonable notice will be given for planned quality assurance visits (usually minimum 7 days), but immediate access is required in the case of unannounced visits.
- 1.6 **Course and Learner Registration and Certification**
 - 1.6.1 abide by the terms and conditions of the Laser Learning Awards web portal, which can be found on the web portal.
 - 1.6.2 register each course run correctly and in line with the requirements of Laser Learning Awards, as stated in the Quartz Web User Guide available on the web portal for approved centres, including but not limited to timing requirements.
 - 1.6.3 register each learner correctly and in line with this agreement, the requirements of Laser Learning Awards, as stated in the Quartz Web User Guide available on the web portal for approved centres, including but not limited to timing requirements.
 - 1.6.4 claim each certificate or learner achievement correctly and in line with the requirements of Laser Learning Awards, as stated in the Quartz Web User Guide available on the web portal for approved centres, including but not limited to timing requirements.
 - 1.6.5 comply with all restrictions and requirements regarding the combination of units and/or Qualifications allowed.
 - 1.6.6 ensure that all requirements/pre-requisites for the Qualification are met before registering each learner, including but not limited to, where relevant, age, prior learning/achievement, language levels, etc.
 - 1.6.7 have arrangements in place to obtain on behalf of its learners a Unique Learner Number (ULN) and a learner record (unless the learner chooses not to have one).
 - 1.6.8 take all reasonable steps to guard against fraudulent or mistaken registrations and/or claims for certificates or learner achievements.
- 1.7 **Assessment**
 - 1.7.1 ensure the security of all examination and assessment material in respect of storage and handling, in line with the requirements of Laser Learning Awards as

published in the current Centre Handbook and Examinations Handbook which can be found on the website.

- 1.7.2 confirm each learner's identity prior to assessment taking place.
 - 1.7.3 have systems in place to ensure that recognition of prior learning (RPL), credit transfer, and exemption are implemented where appropriate and within any restrictions and requirements for the Qualification, taking appropriate and reliable steps to confirm validity of all such claims.
 - 1.7.4 register/enter learners for assessment correctly and in line with the requirements of Laser Learning Awards, as published in the current Centre Handbook and Examinations Handbook, where applicable, which can be found on the website, including but not limited to timing requirements.
 - 1.7.5 carry out all aspects of assessment including invigilation where relevant, in accordance with the requirements specified in Laser Learning Awards' qualification Guides/Specifications, Centre Handbook, Examinations Handbook, and relevant policies and procedures which can be found on the website.
 - 1.7.6 take all reasonable steps to identify any instances of learners' fraudulent assessment including but not limited to plagiarism.
 - 1.7.7 comply with any instruction issued by Laser Learning Awards to change the marking of evidence generated by a learner during an assessment.
- 1.8 Quality Assurance**
- 1.8.1 adhere to all quality assurance processes, policies and procedures specified by Laser Learning Awards including but not limited to those identified in the current Centre Handbook, Examination Handbook, Equality and Diversity Policy, Fair Assessment Policy, Recognition of Prior Learning Policy, Appeals Policy, Whistleblowing Policy, Malpractice and Maladministration Policy (all available on the website) and in relevant Qualification Guides/Specifications.
 - 1.8.2 adhere to the content of the quality reports provided to the Centre following a Centre visit or other quality intervention, including required actions, and ensure no changes are made to quality reports by the Centre.
 - 1.8.3 contribute to the process of standardisation where relevant.
 - 1.8.4 abide by the application of sanctions in line with the Laser Learning Awards Sanctions Policy which can be found on the website.
- 1.9 Complaints and Appeals**
- 1.9.1 have and implement an appropriate complaints policy and procedure.
 - 1.9.2 have and implement an appropriate appeals policy and procedure.
 - 1.9.3 adhere to Laser Learning Awards' Complaints Policy and Procedure and Appeals Policy and Procedure (available on the website) and provide information and support to enable learners to access the policies and procedures where appropriate.
- 1.10 Monitoring Activity and Investigations**
- 1.10.1 assist and co-operate in a timely manner with Laser Learning Awards, and where relevant the regulatory authorities, in carrying out monitoring activities including investigations made for the purposes of performing its functions.
- 1.11 Malpractice and Maladministration**
- 1.11.1 comply with Laser Learning Awards' Malpractice and Maladministration Policy and Procedure (available on the website).

- 1.11.2 have in place robust procedures for preventing and investigating Malpractice and Maladministration, which are up-to-date and communicated across the Centre and any satellite Centres, sub-contractors and third Parties.
 - 1.11.3 regularly review procedures for preventing and investigating Malpractice and Maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.
 - 1.11.4 take all steps necessary to prevent incidents of Malpractice and Maladministration from occurring.
 - 1.11.5 immediately notify Laser Learning Awards of any alleged or suspected incidents of Malpractice or Maladministration.
 - 1.11.6 investigate any alleged or suspected incidents of Malpractice or Maladministration and upon request provide evidence of such investigations to Laser Learning Awards.
 - 1.11.7 provide timely access to documents, records, Personal Data, staff, third Parties, sub-contractors, learners, satellite Centres and any other resource required by Laser Learning Awards and/or the relevant regulatory authorities during an investigation into alleged or suspected Malpractice or Maladministration.
 - 1.11.8 where required by Laser Learning Awards, where Malpractice or Maladministration has occurred, 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 Laser Learning Awards as required ("**Action Plan**"). This plan must include identification of any areas of improvement required to mitigate against the Malpractice or Maladministration recurring in the future, and timescales for each action.
 - 1.11.9 deliver in full and to timescales stated within an Action Plan any actions required to manage and rectify any identified incidents of Malpractice or Maladministration, whether the Action Plan was developed by the Centre or by Laser Learning Awards.
 - 1.11.10 take appropriate and proportionate action against those responsible for any Malpractice or Maladministration to mitigate against it recurring in the future.
- 1.12 **Management of Third Parties, Sub-Contractors, Agents and Satellite Sites**
- 1.12.1 where approved by Laser Learning Awards to offer QAA regulated Access to HE Diplomas, not sub-contract any part of its responsibilities for the delivery, assessment and/or quality assurance of the Access to HE Diploma provision for which it is approved.
 - 1.12.2 where approved by Laser Learning Awards to offer unregulated and/or Ofqual regulated Qualifications and/or Qualifications in the security sector under the Trident Awards brand, have in place signed Agreements with third Parties, sub-contractors, agents and satellite sites affiliated to the Centre, which include any data processing agreement required by the GDPR and identifying the respective roles and responsibilities of all Parties, ensuring that all requirements referred to in this Agreement are enforceable with third Parties, sub-contractors, agents and satellite sites.
 - 1.12.3 where approved by Laser Learning Awards to offer unregulated and/or Ofqual regulated Qualifications and/or Qualifications in the security sector under the Trident Awards brand, implement and maintain an effective system for the management (including in respect of any data processing carried out by such parties) of all third Party, sub-contracted and agency services and satellite sites affiliated to the Centre.
 - 1.12.4 where approved by Laser Learning Awards to offer unregulated and/or Ofqual regulated Qualifications and/or Qualifications in the security sector under the

Trident Awards brand, have in place effective communications systems with third Parties, sub-contractors, agents and satellite sites affiliated to the Centre to keep them up to date with the requirements of Laser Learning Awards and the relevant regulators that the Centre may be informed about from time to time.

- 1.12.5 where approved by Laser Learning Awards to offer unregulated and/or Ofqual regulated Qualifications and/or Qualifications in the security sector under the Trident Awards brand, make available to Laser Learning Awards as required all documents and Agreements relating to third Parties, sub-contractors, agents and satellite sites affiliated to the Centre.

1.13 **Withdrawal of Approval**

1.13.1 subject to Schedule 3, paragraph 10, co-operate fully with Laser Learning Awards in cases where either the Centre or Laser Learning Awards withdraws the approval of a Centre and/or an individual from any role in connection with the Qualifications, whether the withdrawal is voluntary or not from the Centre/individual's perspective, including carrying out any specific actions required by Laser Learning Awards within the timescales given.

1.13.2 subject to Schedule 3, paragraph 10, take all reasonable steps to protect the interests of learners in the case of withdrawal of approval of a Centre and/or individual from any role in connection with the Qualifications, whether the withdrawal is voluntary or not from the Centre/individual's perspective.

1.13.3 comply with all sanctions, conditions or recommendations that may be imposed by Laser Learning Awards in accordance with Schedule 3, paragraph 10.

1.14 **Reputation**

1.14.1 abide by the requirements of Laser Learning Awards concerning the use of its Intellectual Property Rights set out in Schedule 3, paragraph 5.

1.14.2 do all it can to safeguard the integrity of the award of Laser Learning Awards Qualifications.

1.14.3 do nothing to potentially bring Laser Learning Awards into disrepute.

2. **Obligations of Laser Learning Awards**

Laser Learning Awards hereby agrees to:

2.1 set out all the requirements with which the Centre must comply in order to continue to deliver the Qualifications. This includes but may not be limited to the Centre Handbook, Examination Handbook, policies and procedures, and individual Qualification Guides/Specifications.

2.2 publish and make available to the Centre a Laser Learning Awards Sanctions Policy and Procedures to be applied in the event that the Centre fails to comply with these requirements. This can be found on the website.

2.3 take all reasonable steps to protect the interests of learners if the Centre withdraws from the delivery/assessment of a Qualification, whether the withdrawal is voluntary or not from the Centre's perspective.

2.4 specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering/assessing a Qualification, which can be found on the website.

2.5 answer accurately, fully and within a reasonable timeframe any reasonable enquiries received from the Centre, learners, and the relevant regulators, within the boundaries of confidentiality, Data Protection Legislation, regulatory, and other legislative requirements.

2.6 provide effective guidance to the Centre in respect of the parts of the delivery and assessment of Qualifications which the Centre undertakes.

2.7 upon request, provide the Centre with guidance on how to best prevent, investigate and deal with Malpractice or Maladministration.

Laser Learning Awards Centre Recognition Agreement



- 2.8 provide information in relation to:
 - 2.8.1 its published policies and procedures.
 - 2.8.2 Qualification Guides/Specification.
 - 2.8.3 arrangements for requesting Reasonable Adjustments.
 - 2.8.4 arrangements for requesting Special Considerations.
 - 2.8.5 details of the expected dates or timescales for the issue of results.

Schedule 3: General Conditions

1. The Agreement

- 1.1 If there is any conflict between this Agreement or the policies, procedures and regulations of Laser Learning Awards, the conflict shall be resolved in accordance with the order of precedence set out in the Special Terms.

2. Duration of this Agreement

- 2.1 This Agreement will be in place from the Date of Agreement (as set out in the Special Terms) and will remain in place for the Term, subject to continued compliance with the Agreement, and renewable thereafter for a further period of five (5) years subject to satisfactory quality review of the Centre by Laser Learning Awards, unless terminated at any time in accordance with paragraph 11 of this Schedule 3.

3. Payment

- 3.1 Laser Learning Awards shall be entitled to invoice the Centre, in accordance with the Payment Terms specified in the Special Terms.
- 3.2 The Centre shall pay invoices in full and in cleared funds in accordance with the payment term specified in the invoice. Payment shall be made to the bank account nominated in writing by Laser Learning Awards.
- 3.3 If the Centre fails to make a payment due to Laser Learning Awards under this Agreement by the due date for payment, then, without limiting the Laser Learning Awards' remedies under paragraph 11.1 of this Schedule 3, the Centre shall pay interest on the overdue amount at the rate of 4% per year above the current Bank of England's base rate. This interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Centre shall pay the interest together with the overdue amount.
- 3.4 If the Centre disputes any invoice or other statement of monies due, the Centre shall immediately notify Laser Learning Awards in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. Laser Learning Awards shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment.
- 3.5 All payments payable to Laser Learning Awards by the Centre under this Agreement shall become immediately due and payable:
- 3.5.1 on termination of this Agreement for any reason; or
 - 3.5.2 if the Centre becomes subject to any of the events listed in paragraph 11.1 of this Schedule 3.

This paragraph 3.5 is without prejudice to any right to claim for interest under the law or under this Agreement.

4. Warranties and Representations

- 4.1 The Centre warrants and represents to Laser Learning Awards that:
- 4.1.1 it has full capacity and authority to enter into and to perform its obligations under this Agreement;
 - 4.1.2 this Agreement is executed by a duly authorised representative of the Centre;
 - 4.1.3 neither the Centre nor any of its employees, contractors or agents are currently or have previously been investigated by any Awarding Organisation or regulatory authority, unless already declared to Laser Learning Awards in its Centre Application Form;
 - 4.1.4 neither the Centre nor any of its employees, contractors or agents have ever had their approval withdrawn by any Awarding Organisation or regulatory authority, unless already declared to Laser Learning Awards in its Centre Application Form;

Laser Learning Awards Centre Recognition Agreement



- 4.1.5 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Agreement;
- 4.1.6 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Agreement; and
- 4.1.7 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Centre or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Centre's assets or revenue.

5. Intellectual Property Rights

- 5.1 The Centre acknowledges that Laser Learning Awards is the owner of the Laser Learning Awards and Trident Awards Logos and that QAA is the owner of the QAA Access to HE Logo.
- 5.2 Any goodwill derived from the use by the Centre of the Laser Learning Awards and Trident Awards Logos shall accrue to Laser Learning Awards. Laser Learning Awards may, at any time, call for a document confirming the assignment of that goodwill and the Centre shall immediately execute it.
- 5.3 The Centre shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Logos or the reputation or goodwill associated with the Logos or Laser Learning Awards, or that may invalidate or jeopardise any registration of the Logos.
- 5.4 The Centre shall not apply for, or obtain, registration of the Logos for any goods or services in any country.
- 5.5 The Centre shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the Logos.
- 5.6 Laser Learning Awards warrants that it is the owner of the Laser Learning Awards and Trident Awards Logos and may, at its discretion, on written notice to the Centre, delete or change any of the entries in Schedule 4.
- 5.7 The Centre shall only use the Logo(s) permitted in this Agreement and only in accordance with the usage instructions in Schedule 4.
- 5.8 Upon termination or withdrawal of Centre approval, or instruction from Laser Learning Awards following misuse of a Logo/failure to adhere to the usage instructions in Schedule 4, the Centre shall immediately cease to distribute any items on which the Logo/s appear, remove the Logo/s from the Centre's internet and intranet pages, and destroy any stock in the Centre's possession on which it appears.

6. Adding Qualifications and Sectors

- 6.1 Where the Centre seeks to offer new Qualifications or Qualifications in additional Sectors, then the Centre shall be required to complete the relevant form(s) in order to obtain the prior written approval of Laser Learning Awards, whereby such written approval can be provided by email.
- 6.2 If the Centre seeks to offer unregulated or Ofqual regulated Qualifications *except* those under the Trident Awards brand, the LASER Centre Recognition Application Form must be completed, submitted and approved.
- 6.3 If the Centre seeks to offer security qualifications under the Trident Awards brand, the Trident Awards Centre Recognition Application Form must be completed, submitted and approved.
- 6.4 If the Centre seeks to offer the QAA Access to HE Diploma Qualification, the QAA Access to HE Diploma Centre Recognition Application Form must be completed, submitted and approved.

7. Data Protection

- 7.1 Where applicable, expressions defined in the Data Protection Legislation and used in this clause 7 shall have the meanings given to them in the Data Protection Legislation.
- 7.2 Both Parties shall jointly determine the purposes and means of processing Personal Data in relation to learners to whom the Centre is providing Qualifications pursuant to this Agreement ("Learners"), including special categories of data (as referred to in Article 9(1) GDPR), and shall be joint controllers of that Personal Data (as referred to in Article 26 GDPR "Joint controllers").
- 7.3 Pursuant to Article 26 GDPR, the Parties set out their respective responsibilities for compliance with the Data Protection Legislation herein:
- 7.3.1 The Centre shall solely determine whether consent is required in order to process the Personal Data of learners save that Laser Learning Awards shall have the right to review any such determination and to require a different determination if it reasonably considers the Centre's determination to be contrary to the GDPR;
- 7.3.2 Where consent as envisaged in clause 7.3.1 above is determined to be required from learners, the Centre shall gain all necessary consents from Learners required by and in accordance with the Data Protection Legislation as is necessary for the provision of Qualifications under this Agreement;
- 7.3.3 The Centre shall have the sole responsibility to provide the information required to be provided to Learners as set out in Articles 13 and 14 GDPR save that Laser Learning Awards shall have the right to review any information provided or proposed to be provided and to require different information to be provided if it reasonably considers the Centre's information to be contrary to the GDPR;
- 7.3.4 The Centre shall be responsible for satisfying the rights of Learners as Data Subjects as set out in the GDPR. Laser Learning Awards shall assist the Centre in discharging this responsibility save that Laser Learning Awards shall have the right to require a different manner in which the Centre discharges or proposes to discharge its responsibility if it reasonably considers the Centre's discharging to be contrary to the GDPR;
- 7.3.5 The Centre shall gather Personal Data as is necessary for the operation of this Agreement in accordance with the GDPR;
- 7.3.6 Laser Learning Awards shall process Personal Data as is necessary for the provision of services under this Agreement; and
- 7.3.7 The Centre shall make the essence of this arrangement in relation to the respective roles and relationships of the Parties as Joint controllers available to the relevant Data Subjects.
- 7.4 Each Party, as a Data Controller in relation to learners' Personal Data shall comply with its obligations under the Data Protection Legislation in relation to that Personal Data and shall aid the other Party in its compliance.

8. Confidentiality

- 8.1 Each Party undertakes that it shall not at any time during this Agreement, and at any time after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by paragraph 8.2.

- 8.2 Each Party may disclose the other Party's confidential information:
- 8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this paragraph 8; and
 - 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9. Limitation of Liability

- 9.1 This paragraph 9 sets out the entire financial liability of the Parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other for:
- 9.1.1 any breach of this Agreement however arising; and
 - 9.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2 Nothing in this Agreement shall limit or exclude the liability of either Party for:
- 9.2.1 death or personal injury resulting from negligence of that Party or its employees; or
 - 9.2.2 fraud or fraudulent misrepresentation of that Party or its employees.
- 9.3 Without prejudice to paragraph 9.1.2, neither Party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- 9.3.1 loss of profit;
 - 9.3.2 loss of goodwill;
 - 9.3.3 loss of business;
 - 9.3.4 loss of business opportunity;
 - 9.3.5 loss of anticipated saving; or
 - 9.3.6 special, indirect or consequential damage suffered by the other Party that arises under or in connection with this Agreement.
- 9.4 Without prejudice to paragraph 9.1.2 or paragraph 9.3, Laser Learning Awards' total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the fees paid under the Agreement within the previous 12 months.

10. Withdrawal of Approval

- 10.1 Laser Learning Awards may, at its sole discretion, serve written notice on the Centre to immediately either permanently withdraw or temporarily suspend the Centre's approval if the Centre:
- 10.1.1 is in breach of any of the terms of this Agreement;
 - 10.1.2 is subject to any findings of irregularities of Malpractice and/or Maladministration in any of the activities of the Centre, whether those irregularities are in connection with activities relating to Laser Learning Awards, or to any other organisation or individual;

Laser Learning Awards Centre Recognition Agreement



- 10.1.3 is the subject of any allegations relating to irregularities, Malpractice and/or Maladministration in any of the activities of the Centre, whether those irregularities are in connection with activities relating to Laser Learning Awards, or to any other organisation or individual;
 - 10.1.4 is the subject of an investigation by Laser Learning Awards or any other organisation including but not limited to a regulatory authority, into a serious complaint or material breach of any of the terms of this Agreement;
 - 10.1.5 has failed to remedy any actions or sanctions issued by Laser Learning Awards relating to the Centre's approval, performance or actions within the timeframe prescribed by Laser Learning Awards;
 - 10.1.6 fails to pay any Fees when due in accordance with paragraph 3 of this Schedule 3; or
 - 10.1.7 fails to sign a variation to the terms of this Agreement.
- 10.2 Upon withdrawal or suspension of the Centre's approval, Laser Learning Awards may:
- 10.2.1 withhold the issue of certificates and/or access to assessment materials; and/or
 - 10.2.2 suspend processing of registrations and results.
- 10.3 The Centre acknowledges that if Laser Learning Awards exercises its rights under this paragraph, Laser Learning Awards shall have no liability for any loss (whether direct or indirect) incurred by the Centre arising therefrom.
- 11. Termination**
- 11.1 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate the Contract with immediate effect without liability to the other if:
- 11.1.1 the other Party commits an act of Malpractice or Maladministration;
 - 11.1.2 the other Party commits a material breach (excluding Malpractice and Maladministration) of the Contract and fails to remedy that breach within a reasonable timeframe as stated;
 - 11.1.3 an order is made or a resolution is passed for the winding up of the other Party; an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); a receiver is appointed of any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
 - 11.1.4 the other Party ceases, or threatens to cease, to trade; or the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 11.2 This Agreement can be terminated by either Party, in writing, with at least one month's written notice, with no reason required and without liability to the other. This will result in the withdrawal of approval of the Centre.
- 11.3 If Laser Learning Awards has permanently withdrawn a Centre's approval in accordance with Schedule 3, paragraph 10, Laser Learning Awards shall be entitled to immediately terminate this Agreement.

Laser Learning Awards Centre Recognition Agreement



12. Consequences of Termination

- 12.1 Upon termination of this Agreement (and permanent withdrawal of the Centre's approval) for whatever reason the Centre shall:
- 12.1.1 provide to Laser Learning Awards as soon as reasonably practical all information it reasonably requires (including but not limited to names, addresses, email addresses and telephone numbers for learners) as requested by Laser Learning Awards;
 - 12.1.2 deliver to Laser Learning Awards within 14 days of the request, the Centre's approval certificate and if required any databases, records and materials created, compiled and/or obtained by the Centre in connection with this Agreement;
 - 12.1.3 pay to Laser Learning Awards all Fees due and outstanding to Laser Learning Awards under this Agreement;
 - 12.1.4 comply with any requests by Laser Learning Awards that have the purpose of enabling learners to complete the course they have started;
 - 12.1.5 cease to use any Intellectual Property Rights belonging to Laser Learning Awards; and
 - 12.1.6 cease to use all Laser Learning Awards/Trident Awards/QAA Access to HE Logos.
- 12.2 On termination or expiry of this Agreement, the following paragraphs shall continue in force: Schedule 2, paragraphs 1.1, 1.2, 1.5, 1.6, 1.7.7, 1.8.4, 1.9.3, 1.10, 1.11.1, 1.11.6, 1.11.7, 1.11.9, 1.12.5, 1.13, 1.14 and Schedule 3, paragraphs 3, 4, 5, 7, 8, 9, 10, 11, 12 and 24.
- 12.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. Assignment and Transfer

- 13.1 This Agreement shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns and permitted transferees.
- 13.2 Laser Learning Awards may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Centre.
- 13.3 The Centre shall not be permitted to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Laser Learning Awards.

14. Counterparts

- 14.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered (whether by email or otherwise) shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 14.2 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall where requested to do so by the other party provide the original of such counterpart as soon as reasonably possible thereafter.

15. Entire Agreement

- 15.1 This Agreement and each of the relevant Application Form(s) as agreed between the Parties in accordance with Schedule 3, paragraph 6 shall constitute the entire Agreement and understanding between the Parties in respect of the subject matter of this Agreement (whether oral or written) and supersedes, cancels and nullifies any previous agreement between the Parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

16. Forbearance

16.1 Neither the failure to exercise, nor the delay in any exercise of, nor the single or partial exercise of, any right, power or remedy by either Party under or in relation to this Agreement shall (a) operate as a waiver of such right, power or remedy, (b) prevent any further or other exercise of such right, power or remedy or (c) prevent the exercise of any other right, power or remedy. The rights, powers and remedies of each Party provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

17. Force Majeure

17.1 Neither Party shall be liable to the other for damages for any delay or failure to perform their respective obligations under this Agreement which are due to causes beyond their reasonable control, including but not restricted to, acts of God, acts of public enemies, acts of any government or public authority, whether legal or illegal, fires, floods, epidemics, quarantine restrictions, freight embargos, unusually severe weather provided, however, that the Party seeking to rely on such causes will, within seven (7) days, notify the other Party in writing of the cause of any such delay and such Party shall make reasonable efforts to reduce the effects of such delay on the operation of this Agreement.

18. No Partnership or Agency

18.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

18.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

19. Notices

19.1 Any notice given to a Party under or in connection with this agreement shall be in writing and shall be delivered by hand, email or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

19.2 Any notice shall be deemed to have been received:

19.2.1 if delivered by hand, on signature of a delivery receipt;

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

19.2.3 if sent by email, at 9.00am on the next Business Day after posting.

19.3 Any notice sent by email shall be sent to admin@laser-awards.org.uk.

19.4 This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Severance

20.1 If at any time any provision of this Agreement is held to be or becomes illegal, invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

21. Third Party Rights

21.1 A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. Variation

22.1 Laser Learning Awards may at any time vary the terms of this Agreement on one (1) month's written notice to the Centre. In the event that the Centre does not accept the updated terms then Laser Learning Awards may, at its sole discretion, withdraw, suspend or terminate this Agreement in accordance with Schedule 3, paragraphs 10 and 11. In addition, Laser Learning

Laser Learning Awards Centre Recognition Agreement



Awards may apply the provisions of clause 22.3 in the event that the Centre does not accept any variation to this Agreement in accordance with clause 22.2 (as opposed to reject explicitly) without prejudice to Laser Learning Awards' rights under this clause 22.1.

- 22.2 Subject to clause 22.3, no variation of this Agreement by the Centre shall be effective unless it is in writing and signed by both Parties (or their authorised representatives) or as otherwise agreed in writing by both Parties (or their authorised representatives) to be binding.
- 22.3 Notwithstanding the provisions of clause 22.2, if Laser Learning Awards varies this Agreement in accordance with clause 22.1 and the Centre does not accept variation of this Agreement in accordance with clause 22.2 (as opposed to reject explicitly) but continues to perform any of its obligations under this Agreement (or the Agreement as varied) then the variation of this Agreement shall be binding. For the avoidance of doubt, this clause 22.3 shall only apply to variations to this Agreement in accordance with clause 22.1 and no other variations to this Agreement (including but not limited to oral variations or variations by conduct) shall be binding.

23. Waiver

- 23.1 Any failure at any time of either Party to enforce any provision of this Agreement shall neither constitute a waiver of such provision nor prejudice the right of such Party to enforce such provision at any subsequent time.

24. Governing Law and Jurisdiction

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 4: Logos

All Centres approved by Laser Learning Awards may use the Laser Learning Awards Logo (below) in their publicity material, in accordance with the guidance and in relation to Laser Learning Awards approved provision only.

Centres approved to deliver security Qualifications under the Trident Awards brand may also use the Trident Awards Logo (below), in accordance with the guidance and in relation to Trident Awards provision only.

Centres approved to deliver Access to HE Qualifications may also use the QAA Access to HE Logo (below), in accordance with the guidance and in relation to Access to HE provision only.

To obtain a high resolution version of the Logo(s) appropriate to the Qualifications for which you are approved, please contact quality@laser-awards.org.uk

Laser Learning Awards Logo



The Logo must always be used in its two main colours, or in black and white. Both versions can be provided if requested.

The Logo must always sit on a white background; please ensure that no other type, graphic or colour appears behind it.

The Logo must never be less than 20mm wide and if the size is changed, the proportions must be retained exactly.

Laser Learning Awards Logo Colour References:

	Pantone	CMYK	RGB
Blue	288 C/U	C=100, M = 87, Y = 0, K = 23	R = 0, G = 58, B = 124
Green	3285 C/U	C=100, M = 0, Y = 50, K = 7	R = 0, G = 144, B = 128

Trident Awards Logo



TridentAwards

The Logo must always be used in its four main colours, or in black and white. Both versions can be provided if requested.

The Logo must always sit on a white background; please ensure that no other type, graphic or colour appears behind it.

The Logo must never be less than 20mm wide and if the size is changed, the proportions must be retained exactly.

Trident Awards Logo Colour References:

	Pantone	CMYK	RGB
Dark blue	2386	C = 84, M = 52, Y = 17, K = 1	R = 48, G = 113, B = 161
Light blue	292	C = 56, M = 0, Y = 4, K = 0	R = 90, G = 201, B = 236

Access to HE Logo



Please click [here](#) to view usage instructions as published by QAA, the owner of this Logo.

Schedule 5: Ofqual General Conditions of Recognition C1 and C2

Ref: Ofqual/16/6023 Last updated June 2016

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 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 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 agreement.

C2.3 That agreement must in particular include provisions which:

- a) require the Centre to take all reasonable steps to ensure that the awarding organisation is able to comply with its Conditions of Recognition,
- b) require the Centre to take all reasonable steps to comply with requests for information or documents made by the awarding organisation or Ofqual as soon as practicable,
- c) require the Centre to assist the awarding organisation in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions,
- d) set out all the requirements with which the Centre must comply in order to continue to deliver the qualification,
- e) establish a sanctions policy to be applied in the event that the Centre fails to comply with these requirements,
- f) require the Centre to retain a Workforce of appropriate size and competence to undertake the delivery of the qualification as required by the awarding organisation,
- g) require the Centre to have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by the awarding organisation,
- h) require the Centre to undertake the delivery of the qualification required by the awarding organisation in accordance with Equalities Law,
- i) require the Centre to operate a complaints handling procedure or appeals process for the benefit of Learners,
- j) set out any Moderation processes that the awarding organisation will undertake or that will be undertaken on its behalf,

Laser Learning Awards Centre Recognition Agreement



- 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.