



Centre Agreement-03-19

DATE OF AGREEMENT

For ATHE office use only

PARTIES TO THIS AGREEMENT

Party A - ATHE Ltd, Clarence House, 6 Clarence Road, Norwich NR1 1HH

Party B – Name and address of Centre

The Yenepoya Institute Of Arts, Science, Commerce & Management ,
 Yenepoya Complex ,Balmatta- Mangalore- Karnataka- India-575001
 Contact:0824-4267173, Mail:yiascm@yenepoya.edu.in

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

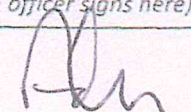

DURATION OF THIS AGREEMENT

This agreement will be in place from the date of agreement by both parties (see section 19) and will remain in place for an initial period of **three years**. At the end of the three year period it will be renewed automatically for successive periods of three years unless terminated in line with the termination clause in section 16.

PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to clearly specify the role and responsibilities of a Centre in their dealings with ATHE. Contents of this agreement are in keeping with the requirements of the General Conditions of Recognition as issued by The Office of Qualifications and Examinations Regulation (Ofqual) as the regulator of qualifications (other than degrees), examinations and assessments in England and Qualifications Wales which regulates qualifications in Wales. **By signing this agreement, the Centre confirms their understanding of the terms and conditions and agrees to adhere to the requirements herein.** The terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of a Centre. This contract is governed by the laws of England and Wales and any dispute shall be finally resolved by the English courts.

ATTESTED

(ATHE officer signs here)	(Head of Centre signs here)
	

Dr.Gangadhara Somayaji K.S.
 Registrar
 Yenepoya(Deemed to be University)
 University Road, Deralakatte
 Mangalore- 575 018, Karnataka

PRINCIPAL
 Yenepoya Institute of Arts, Science,
 Commerce & Management
 Balmatta Mangaluru-575002

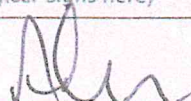

INTERPRETATIONS

Centre means an organisation undertaking the delivery of qualifications and assessments (and potentially other activities) to learners on behalf of ATHE Ltd. Centres are typically educational institutions, training providers, or employers.

General Conditions of Recognition means the General Conditions of Recognition issued by Ofqual in November 2018 or any subsequent version of this document.

ATTESTED

Dr.Gangadhara Somayaji K.S.
Registrar
Yenepoya(Deemed to be University)
University Road, Dornakatte
Mangalore-575 018, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
	

POINTS HEREBY AGREED

The Centre hereby agrees that it will:

1. General Conditions of Recognition

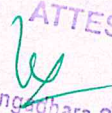
- 1a. take all reasonable steps to ensure that ATHE is able to comply with the requirements of the General Conditions of Recognition in relation to the activity it undertakes to deliver qualifications on behalf of ATHE. In particular, those requirements specified in Condition C1 and C2 will be observed. Conditions C1 and C2 are provided in Annex 1 of this agreement.

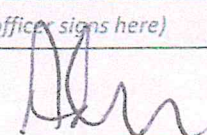
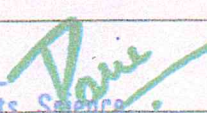
2. Retention of records and access to records, people and premises

- 2a. maintain all learner records and details of achievement in an accurate, timely and secure manner in line with the requirements of ATHE and the UK Data Protection Law and make these records available for external quality assurance and auditing purposes, as required.
- 2b. take all reasonable steps to comply with requests from ATHE for information, data or documents required by ATHE or by the regulators, as soon as practicable.
- 2c. retain complete accurate learner records and relevant documentation in line with ATHE policy for at least five years from completion of all qualifications and make these available to ATHE upon request. This documentation must include assessment and verification records, certificate claims, learner work, enquiries and appeals, and learner data for each qualification.
- 2d. provide ATHE and the Regulatory Authorities, on reasonable notice (usually 7 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. assist ATHE in carrying out any reasonable monitoring activities and assist Regulatory Authorities in any investigations made for the purposes of performing their functions.

ATTESTED

Dr. Gangadhar Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka

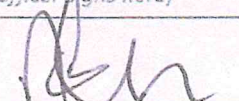
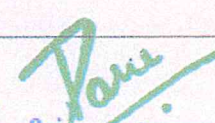
(ATHE officer signs here)	(Head of Centre signs here)
	

4. Centre Workforce

- 4a. retain a workforce of appropriate size and competence to undertake the delivery, quality assurance and assessment of the qualifications it offers. This includes taking reasonable steps to ensure occupational competence where this is required by ATHE for the delivery and assessment of specific qualifications.
- 4b. ensure that it has available sufficient managerial, teaching and other resources to enable it effectively and efficiently to undertake the delivery of the qualifications as required by ATHE.
- 4c. provide staff with appropriate inductions and professional development to ensure staff can maintain the relevant expertise and competence required by ATHE which will include attending ATHE training days (or in the case of international centres participating in remote training) where required.
- 4d. supply staff CVs and other evidence (for example original qualification certificates) to ATHE in a timely manner upon request.
- 4e. have in place appropriate staff and relevant systems before the qualifications are made available in accordance with the requirements of the qualification(s).
- 4f. ensure that staff involved with a qualification understand the relevant specification and its requirements and other guidance provided by ATHE.
- 4g. ensure effective communications systems are in place internally to keep all relevant staff informed of current ATHE policies and procedures.
- 4h. ensure that staff respond in a timely manner to all correspondence from ATHE.
- 4i. ensure that quality assurance and management processes are in place and that these also apply across all satellite locations.
- 4j. disclose to ATHE any activity relating to the delivery and assessment of ATHE qualifications that might give rise to a potential conflict of interest.

5. Legislation

- 5a. undertake the delivery of qualifications in accordance with relevant national Equalities Law if applicable.
- 5b. ensure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the relevant requirements of Health and Safety regulations.
- 5c. comply with the requirements of UK Data Protection law in relation to all learners.
- 5d. comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time, including the General Conditions of Recognition and any additional regulatory documents that support these Conditions.

(ATHE officer signs here)	(Head of Centre signs here)
	

ATTESTED
Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatto
Mangalore- 575 018, Karnataka

6. Complaints and Appeals

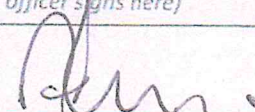

- 6a. operate an effective and transparent complaint handling process and appeals process for the benefit of learners.
- 6b. adhere to ATHE's 'Enquiries and Appeals' process and provide appropriate information and support to enable learners to access the 'Enquiries and Appeals' process.

7. Malpractice and Maladministration

- 7a. have in place robust procedures for investigating incidents of malpractice or maladministration which are up to date and communicated and implemented across the Centre, its satellite centres, sub-contractors, learners 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 ATHE 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 and to agreed timescales, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 7h. promptly notify ATHE of any incidents of malpractice or maladministration in line with the requirements of ATHE '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 ATHE during an investigation of the Centre in respect of malpractice or maladministration.
- 7j. ensure all staff, directors and other individuals associated with the Centre liaise with ATHE in a professional manner.

ATTESTED

Dr.Gangadhara Somayaji K.S.
Registrar
Yenepoya(Deemed to be University)
University Road, Derlakatte
Mangalore- 575 018, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
	

PRINCIPAL
Yenepoya Institute of Arts, Science,
Commerce & Management
Balmatta, Mangaluru-575002

8. Moderation/verification

- 8a. work in line with the moderation and/or verification processes specified by ATHE in the 'Delivering ATHE Qualifications Handbook' and other policies and procedures which will be undertaken by ATHE.
- 8b. take account of, address and respond to any action points contained in external verifier reports by the deadlines provided.

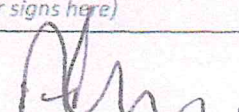
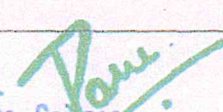
9. Resources

- 9a. use buildings that provide access for learners for delivery and assessment purposes, in accordance with relevant equalities legislation as applicable.
- 9b. ensure that the full range of relevant, current equipment required to deliver and assess ATHE qualifications is available and functioning.
- 9c. provide the necessary resources in accordance with any requirements outlined in ATHE's qualification specifications.
- 9d. maintain adequate systems and resources – including where appropriate, equipment, materials and software – to support the delivery of the qualification(s).
- 9e. ensure the security of any examination/assessment material in respect of storage and the handling process in line with the requirements of ATHE.
- 9f. have the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of ATHE's qualifications.
- 9g. have appropriate arrangements and agreements in place with any third parties or suppliers who provide goods or services to the Centre which contribute to the delivery and/or assessment of the qualification(s).
- 9h. 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.
- 9i. operate a functioning and accurate website which is regularly reviewed and updated.

10. Learner Registration and Certification

- 10a. register each learner in line with the requirements of ATHE to ensure that each learner is uniquely identified.
- 10b. register/enter learners in line with ATHE policies including agreed timescales.
- 10c. take appropriate and reliable steps to confirm each learner's identity prior to assessment taking place.

ATTESTED
ly
 Dr. Gangadhara Somayaji K.S.
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Derlakatte
 Mangalore- 575 018, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
	

PRINCIPAL
 Yenepoya Institute of Arts, Science,
 Commerce & Management
 Balmatta, Mangaluru-575002

- 10d. use the record of the learner's previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where learner consent is given and ATHE policies are followed.
- 10e. recognise any restrictions regarding the minimum amount of time that learners must be registered with ATHE before certification, as well as the combination of units and or qualifications allowed.
- 10f. take reasonable steps to ensure that all relevant Centre staff understand how and when to apply for learner registration and certification.
- 10g. take all reasonable steps to guard against fraudulent or mistaken claims for certificates and bring to the attention of ATHE immediately any reasonable suspicions as to such certificate claims.
- 10h. 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).

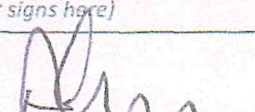
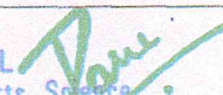
11. Management of third parties and sub-contractors

- 11a. implement and maintain an effective system for the management and monitoring 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 agreement apply to these third parties and sub-contractors.
- 11b. ensure that where a partnership arrangement exists the respective roles and responsibilities are documented and made available to ATHE as required.
- 11c. have in place agreements with third parties and sub-contractors to ensure that all policies and requirements referred to in this agreement are enforceable with third parties and sub-contractors.
- 11d. ensure it has effective communications systems in place with third parties and subcontractors to keep them up to date with the requirements of ATHE and the Regulators.

12. Withdrawal of recognition and interests of learners

- 12a. co-operate fully with ATHE in cases where either the Centre or ATHE decides it needs to withdraw the Centre from its role in delivering a qualification. This cooperation 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 ATHE for the withdrawal of the Centre from the delivery of a qualification or all qualifications – the withdrawal process is signposted in the 'Delivering ATHE Qualifications Handbook'.

ATTESTED
 Dr. Gangadhara Somayaji K.S.
 Registrar
 Yenepoya (Deemed to be University)
 University Road, Deralakutte
 Mangalore- 575 018, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
	<p>PRINCIPAL Yenepoya Institute of Arts, Science, Commerce & Management Balmatta, Mangaluru-575002</p> 

13. Invoicing

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

14. Assessment

14a. 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

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

15. Centre Requirements

15a. comply with all of the requirements specified in the most recent versions of the 'Delivering ATHE Qualifications Handbook' and other related policies in order to continue to deliver qualifications on behalf of ATHE.

15b. agree to the application of the 'Sanctions Policy' which can be found on the ATHE website.

15c. ensure appropriate staff attend ATHE training events or undertake remote training as required by ATHE and in accordance with the contents of EV reports.

16. Termination

16a. this agreement can be terminated by either party, in writing with at least one month's written notice. **Sections 1, 2, 3, 5c, 6, 7i, 12 and 13 of this agreement continue beyond termination.**

17. Awarding Body Responsibilities

ATHE hereby agrees that it will:

17a. 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 'Delivering ATHE Qualifications Handbook' and other policies available at www.athe.co.uk.

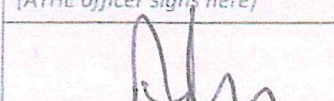
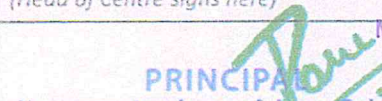
17b. publish and make available to the Centre a 'Sanctions Policy' to be applied in the event that the Centre fails to comply with these requirements. This 'Sanctions Policy' can be found on the ATHE website.

17c. take all reasonable steps to protect the interests of learners where the Centre withdraws from the delivery of a qualification.

17d. specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, or from qualification delivery / Centre approval in general.

Dr. Gangadhara Somayaji K.S.
Registrar

Yenepoya (Deemed to be University)
University Road, Deralakatte,
Mangalore-575 016, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
	

- 17e. answer accurately, fully and within a reasonable period time any reasonable enquiries received from users of qualifications.
- 17f. provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes.
- 17g. upon request, provide the Centre with guidance on how to best to prevent, investigate and deal with malpractice or maladministration.
- 17h. provide information in relation to:
 - the policy for issuing invoices, payment of invoices and the retention and content of invoices.
 - the sanctions policy to be applied in cases where centres fail to comply with the requirements of ATHE
 - a written complaints procedure
 - information on the appeals process to enable the results of assessments to be appealed
 - a published specification for each of the qualifications made available
 - published details of arrangements for making Reasonable Adjustments -
 - published details for arrangements for giving Special Consideration
 - published details of the expected dates or timescales for the issue of results.
- 17i. comply with the requirements of Data Protection law in relation to all personal data supplied by the Centre. The data collected from centres will only be used for the purpose for which it has been collected and will not be disclosed to any unauthorised person or body. Personal data will be processed in accordance with ATHE's registration under the UK Data Protection law. ATHE will not disclose information if to do so would breach a duty of confidentiality or any other legal duty.

18. Annual Minimum Financial Guarantee

- 18.a the Centre guarantees payment to ATHE of £1,000 (One Thousand Pounds Sterling) per year if in any twelve month period from the date of the signing of this Agreement it fails to clear fees relating to learner registration and verification of £1,000 for the twelve month period in question.
- 18.b for the avoidance of doubt this minimum guarantee payment will become payable less the actual amount received by ATHE for learner registration and verification for the twelve-month period in question.

ATTESTED
leg

Dr.Gangadhara Somayaji K.S.
Registrar
Yenepoya(Deemed to be University)
University Road, Deralakotto
Mangalore- 575 016, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
<i>[Signature]</i>	<i>[Signature]</i>

PRINCIPAL
Yenepoya Institute of Arts, Science,
Commerce & Management
Balmatta, Mangaluru-575002

DATA PROCESSING AGREEMENT

RECITALS

1. In accordance with this agreement, ATHE and the Centre have in place policies in relation to data protection which recognise and reflect the General Data Protection Regulation (GDPR). Both parties to this Agreement are therefore bound, *inter alia*, by the relevant privacy standard in place from time to time which sets out the correct and lawful treatment of Personal Data.
2. In order to perform the Services, ATHE Ltd and the Centre may at various times have a lawful need to make available to the other certain Personal Data. Both ATHE Ltd and the Centre may therefore from time to time act as either Data Controller or Data Processor in respect of certain Personal Data.
3. The parties now wish to enter into this Agreement in order to regulate the provision and use of Personal Data that the party acting as Data Processor will be Processing on behalf of the party acting as Data Controller.

AGREEMENT

1. Definitions

1.1 In this Agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "Data Controller" means the party that determines when, why and how to process Personal Data;

1.1.2 "Data Processor" means the party that has certain Personal Data made available to it by the Data Controller;

1.1.3 "Privacy Notice" means the ATHE Privacy Notice as amended from time to time and which is mandatory for the Centre. A Centre is able to either adopt the ATHE Privacy Notice or use an alternative GDPR compliant policy;

1.1.4 "Data Subject" means all living identified or identifiable individuals about whom the parties hold Personal Data;

1.1.5 "EEA" means the 28 countries in the EU and Iceland, Liechtenstein, Norway and Switzerland;

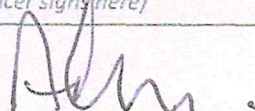

1.1.6 "GDPR" means EU General Data Protection Regulation 2016/679 and any national law implementing laws, regulations and secondary legislation, as amended or updated from time to time;

1.1.7 "Personal Data" means any Personal Data Processed by ATHE or the Centre;

1.1.8 "Privacy Standard" means the ATHE data protection policy that is in place as amended from time to time and which is mandatory for the Centre;

ATTESTED

Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore- 575 016, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
	

1.1.9 "Process or Processed" means any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties;

1.1.10 "Services" means the work carried out by ATHE and the Centre within the ethos and mission of ATHE and in accordance with the ATHE Centre Agreement and in accordance with the Privacy Standard in place from time to time.

1.2 The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Obligations of the Data Controller

2.1 The Data Controller shall provide the Personal Data to the Data Processor together with such other information as the Data Processor may reasonably require in order for the Data Processor to provide the Services.

2.2 The instructions given by the Data Controller to the Data Processor in respect of the Personal Data shall at all times be in accordance with the Privacy Standard.

3. Obligations of the Data Processor

3.1 The Data Processor will Process the Personal Data in accordance with GDPR and the Privacy Standard (which itself refers to and complies with the requirements set out in the GDPR) and strictly in accordance with the Data Controller's instructions for the processing of the Personal Data. The Data Processor shall not Process the Personal Data for any other purpose.

3.2 The Data Processor will keep a record of any Processing of Personal Data it carries out on behalf of the Data Controller.

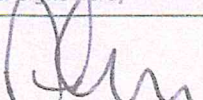
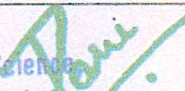
3.3 The Data Processor will store the Personal Data in accordance with the ATHE Privacy Notice.

3.4 The Data Processor shall promptly comply with any request from the Data Controller requiring the Data Processor to amend, transfer or delete the Personal Data.

3.5 If the Data Processor receives any complaint, notice or communication with relates directly or indirectly to the Processing of the Personal Data or to either party's compliance with the provisions set out in the GDPR, it shall immediately notify the Data Controller and it shall provide the Data Controller with full co-operation and assistance in relation to any such complaint, notice or communication.

3.6 At the Data Controller's request, the Data Processor shall provide to the Data Controller a copy of the Personal Data held by it in the format and on the media reasonably specified by the Data Controller.

3.7 The Data Processor shall not transfer the Personal Data outside the EEA without the prior written consent of the Data Controller.

(ATHE officer signs here)	(Head of Centre signs here)
	 PRINCIPAL Yenepoya Institute of Arts, Science Commerce & Management Balmatta, Mangaluru-575002

3.8 The Data Processor shall not disclose the Personal Data to a third party in any circumstances unless the disclosure is required so as to comply with any legal obligation or is otherwise in accordance with the provisions of the Privacy Standard.

3.9 The Data Processor shall promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted or unusable.

3.10 The Data Processor shall notify the Data Controller immediately if it becomes aware of any unauthorised or unlawful Processing, loss of, damage to or destruction of the Personal Data.

4. Rights of the Data Subject

4.1 The Data Processor shall notify the Data Controller immediately and no later than five working days if it receives a request from a Data Subject for access to that person's Personal Data.

4.2 The Data Processor shall provide the Data Controller with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.

5. Rights of the Data Controller

5.1 The Data Controller is entitled, on giving at least 5 days' notice to the Data Processor, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the Processing of Personal Data by the Data Processor;

5.2 The requirements set out at clause 5.1 above to give notice will not apply if the Data Controller believes that the Data Processor is in breach of any of its obligations under this Agreement.

6. Indemnity

6.1 Both parties agree to indemnify and keep indemnified the other against all costs, damages or expenses which either party may incur arising out of any breach of this Agreement howsoever arising for which the other party may be liable.

7. General Terms

7.1 This Agreement shall be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English courts.

ATTESTED
[Signature]
Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore- 575 018, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
<i>[Signature]</i>	PRINCIPAL <i>[Signature]</i> Yenepoya Institute of Arts, Science, Commerce & Management Balmatta, Mangaluru-575002

19. CENTRE AGREEMENT AND DECLARATION

I, the undersigned, declare that the Centre and its senior officers have read and understand that this is an enforceable contractual agreement between the Centre and ATHE. I further understand and agree that this agreement applies for the whole period of time during which the Centre operates as a 'recognised' Centre of ATHE and that ATHE has the right to issue updates and amendments to the agreement from time to time.

I accept that if the Centre defaults on the commitments made in this application it may lead to the removal of qualification approval and possibly Centre recognition status in line with the 'Sanctions Policy' of ATHE.

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

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

Signed for and on behalf of ATHE by: Signed for and on behalf of the Centre by:

ATHE Representative details	Head of Centre details
Name: Alex Biddis	Name:
Role: Chief Executive	Role:
Date: 06/06/2019	Date:

ATTESTED

ks
Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Derajakatte
Mangalore- 575 018, Karnataka

(ATHE officer signs here) <i>[Signature]</i>	(Head of Centre signs here) <i>[Signature]</i>
---	---

PRINCIPAL
Yenepoya Institute of Arts & Science
Commerce & Management
Balmatta, Mangaluru-575002

Annex 1 – Condition C1 and C2– extract from the General Conditions of Recognition.

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.

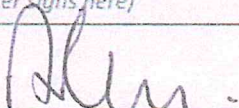

Condition C2 Arrangements with Centres

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,

(ATHE officer signs here)	(Head of Centre signs here) Dr.Gangadhara Somayaji K.S. Registrar Yenepoya Deemed to be University) University Road, Deralakutte Mangalore- 575 018, Karnataka
	 ATTESTED

- g) require the Centre to have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by the awarding organisation,
- h) require the Centre to undertake the delivery of the qualification required by the awarding organisation in accordance with Equalities Law,
- i) require the Centre to operate a complaints handling procedure or appeals process for the benefit of Learners,
- j) set out any Moderation processes that the awarding organisation will undertake or that will be undertaken on its behalf,
- k) specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, and
- l) require the Centre to take all reasonable steps to protect the interests of Learners in the case of such a withdrawal.

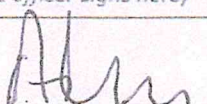

C2.4 In the event that the Centre withdraws from its role in delivering a qualification, the awarding organisation must take all reasonable steps to protect the interests of Learners.

C2.5 The awarding organisation must, in respect of the parts of the delivery of qualifications which the Centre undertakes:

- (a) provide effective guidance to the Centre, and
- (b) make available to the Centre any information which, for the purposes of that delivery, the Centre may reasonably require to be provided by the awarding organisation.

ATTESTED

Dr.Gangadhara Somayaji K.S.
Registrar
Yenepoya(Deemed to be University)
University Road, Derlakatte
Mangalore- 575 018, Karnataka

(ATHE officer signs here)	(Head of Centre signs here)
	 PRINCIPAL Yenepoya Institute of Arts, Science, Commerce & Management Balmatta, Mangaluru-575002