Arrangements with Third Parties

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Third parties participating in the training of assessors and moderation of TLM accredited qualifications

1. Part of the mitigation of risk is to share development costs and expertise with like-minded third party providers. TLM enters formal and legally binding agreements with organisations with complementary aims. In all such cases, as far as regulated qualifications are concerned, partners must agree as part of the contract to abide by the regulatory conditions exactly as they apply to TLM. Failure to do so will constitute a breach of contract and could result in a severing of relationships and/or legal action. TLM will monitor work from partners and meet with them to ensure that standards are consistent. (Condition C1.1) [2]. These partnerships are based on dialogue and minimising bureaucratic demands within the constraints of the regulatory conditions. TLM's technology will significantly reduce the administrative burden normally experienced in gathering assessment evidence. Feedback is invited to improve these systems and procedures where possible. At no time is TLM liable for misrepresentations or malpractice of third parties, specifically value-added resellers. While TLM takes full responsibility for the integrity of the accredited qualifications it awards and TLM and only TLM will make awards, third party resellers will support aspects of the administrative and assessment processes prior to awards being made, providing training and related services. TLM is not granting agency rights to any third party since TLM and only TLM awards certificates carrying the TLM and regulators' logos and is the entity accountable for them to the regulators. (Condition C1.2) [2]

Arrangements with Centres

2. In this policy and associated procedures, the term Centre will be used for both Centres and Academies unless stated otherwise. TLM will provide web-based support for all Centres to ensure that they

1. Can hold and transmit securely, details of assessment outcomes to the Awarding Organisation
2. Have access to systems that support the assessment of units and the award, accumulation and transfer of credit and the recording of exemptions.
3. Can track the progress of learners towards target awards

If an organisation applies to be a Centre or Academy, it will be approved providing that it fulfils the following conditions: (Condition C2.2) [3] (Condition C2.3) **[4]**

1. The Centre agrees to appoint a Principal Assessor who is the single point of contact with TLM. The Principal Assessor will sign an agreement [5] to uphold standards across all assessors in their Centre and they will attend such training as required by TLM to ensure they are fully conversant with the policies and procedures required to carry out their duties in managing the assessment of units and qualifications.
2. The Centre has sufficient working computer equipment to access the support provided from the TLM web site for recording assessment outcomes and transmitting these and any evidence required by TLM securely to the Awarding Organisation prior to any certificates being awarded to learners.
3. The Centre has the staff to support the assessment of units and agrees to establish a constructive working relationship with a named Account Manager at TLM. It will provide access to candidates and their work for the purpose of quality assurance, standardisation and moderation.
4. Unless the learner chooses not to have one, has arrangements in place to obtain on behalf of

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its learners a unique learner number (ULN) and a learner record.
5. Where learner consent is given, uses access to the record of the learner's previous achievements in their learner record to ensure that opportunities for credit transfer and exemption are maximised.
6. Has arrangements to allow for the Recognition of Prior Learning (RPL)
7. The Centre agrees to allow access to its facilities by officers of The Learning Machine and the Regulatory Authorities for the purposes of quality assurance and verification.
8. The Centre agrees to maintain the integrity of the programme, supporting the assessment of candidates to a consistently appropriate standard for the particular award and in keeping with the policies of The Learning Machine as published in the handbook and on the INGOTs community website.
9. The Centre agrees to abide by the Regulatory Conditions as published by Ofqual/Qualifications Wales in so far as they are relevant to centres, and by agreeing to the annual renewal terms also confirm their agreement to continue their compliance.
10. Where a Centre acts in partnership with other organisations it documents the roles and responsibilities of each partner and has the written consent from TLM that this partnership has been acknowledged and agreed.
11. Centres are not permitted to sub contract any aspect of the delivery of The Learning Machines qualifications.

The Centre must comply with all relevant government legislation in particular

- The Equal Pay Act 1970,
- The Sex Discrimination Act 1975,
- The Disability Discrimination Act 1995,
- The Employment Act 1989,
- The Employment Act 2002 (Flexible working regulations),
- The Employment Relations Act 1999,
- The Employment Rights Act 1996, Employment Tribunals (Interest on Awards in Discrimination Cases),
- The Employment Equality (Religion and Belief) Regulations 2003,
- The Employment Equality (Sexual Orientation) Regulations 2003,
- The Health and Safety at Work Act 1974,
- The Human Rights Act 1998,
- The Management of Health and Safety at work Regulations 1999,
- Maternity and Paternity Leave Regulations 1999,
- The National Minimum Wage Act 1998,
- The National Minimum Wage Regulations 1999,
- The Occupational Pension Schemes (Equal Treatment) Regulations 1995,
- Part-time Workers Regulations 2000,
- The Pensions Act 1995,
- The Protection from Harassment Act 1997,
- The Race Relations Act 1976,
- The Sex Discrimination (Questions and Replies) Order 1975,
- The Social Security Contributions and Benefits Act 1992,
- Statutory Maternity Pay (General) Regulations 1986, Statutory Maternity Pay (General) (Modifications and Amendment) Regulations 2000,
- Working Time Regulations 1998, and any other relevant law required by the Regulatory Authorities.

The Centre pays the appropriate fees **[6] as agreed with The Learning Machine Ltd.** **[7]**

Procedure for monitoring compliance

3. The procedure for recognising the Centre is as follows: The Principal Assessor, on behalf of the Centre, confirms compliance with the contractual conditions by signing an agreement on the certification web site and provides details of the Centre's internal quality assurance procedures

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to the satisfaction of the Chief Assessor. The continued compliance with the requirements of TLM is verified through an annual Quality Assurance Review where any deficiencies are noted on the Centre's account together with any actions need to fully meet the requirements. All Centre Assessors must also sign an agreement to uphold standards as defined by TLM in the context of the regulatory conditions before they can access the technology to record assessments.

Gaining TLM centre status recognition shows that you have in place an effective and robust quality management system(s) and have assured TLM of your ability to continue to offer the high-quality standards required to safeguard the confidence in TLM certificates.

TLM will monitor [8] its centres on an ongoing/regular basis. This monitoring will include, but not be limited to:

- Compliance with the TLM Centre Agreement
- Submission of evidence for Moderation
- Examination Delivery

Requirements for maintaining Centre Recognition will include, but not limited to, the centre demonstrating/confirming/evidencing:

- Its Internal Quality Assurance Process and Standardisation
- Staffing levels are appropriate and TLM are kept informed of any changes to personnel
- Demonstrating a continued understanding of the evidence requirements as shown against the qualification guidance/handbook.
- Following the policy and procedures for TLM
- Understanding that TLM can apply sanctions [9] to its centres.

Appeals

4. Should The Learning Machine Ltd reject an application to become a Centre, it will provide feedback on the reasons why and guidance on what the Centre needs to do for approval. If a Centre is not satisfied with the reasons for rejection it can approach the Certification Board by contacting the Chief Assessor. The Certification Board will consider the appeal and make a ruling normally within 6 weeks of the appeal.

5. Centres that are schools acting as Academies might offer certification to partner schools and in their wider community. This facility is designed to fit the DCSF Specialist Schools and Academies programme whereby families of schools work co-operatively and also in federations. In such a situation, the Academy/Centre and Principal Assessor is focussed on one school and certification is done in the partner schools using accredited assessors accountable to the Principal Assessor. The Academy name or centre will appear on the certificate. Such arrangements are limited typically to one secondary school and up to 5 partner primary schools but other arrangements will be considered provided that they are manageable and quality assurance can be guaranteed.

Withdrawal

6. If a Centre withdraws from TLM certification, TLM will maintain the evidence and assessment data for learners and cooperate with third parties to ensure that any learners part way through a course have the best chance to use any credit gained towards their qualifications. (Condition C2.4) [10]
7. TLM provides comprehensive guidance for Centres from its website and handbooks. This will be continually improved and augmented taking account of user feedback. We encourage Centres to make suggestions to improve any documentation and support systems and we have a significant proportion of the company resources dedicated to these tasks. (Condition C2.5) [11]

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Procedures for endorsement of publishers

TLM will endorse any resources that underpin learning relevant to the learning outcomes of its qualifications without preferential treatment to any particular provider. TLM will particularly recommend open source software applications and content that is licensed for sharing.

Centre Obligations

This centre obligation forms part of the full Centre Agreement. [5]

As a centre with an agreement with an Ofqual regulated Awarding Organisation – TLM, certain obligations apply to you.

- You confirm that your organisation, its key personnel/assessment team, have not previously been involved with a centre which has had centre approval withdrawn by TLM or any other Awarding Organisation, nor had any sanctions imposed by TLM or any other Awarding Organisation.
- You confirm that the roles, responsibilities and accountabilities of your assessment and management team are clearly defined and understood
- You confirm that you will attend one workshop or moderation review per annum.
- You will make available upon request any records, documentation or information required in the delivery/moderation of TLM qualifications.
- You will not allow learners located in countries outside of the agreed territories to access TLM qualifications.
- You confirm that all data entered for registration and approval of learners will be accurate and fully comply with all relevant legislation and that learners will be informed of their status with TLM.
- You confirm that you will inform TLM immediately of any changes to your organisation that materially impact on its ability to design, deliver and/or award TLM qualifications in accordance with TLM policy and procedures.
- You confirm that you will inform TLM immediately of any issues that puts at risk its ability to meet the full TLM centre approval requirements. This includes any issues that have the potential to cause an Adverse Effect on any learner or organisation (Adverse Effect – as latest Ofqual definition).
- You confirm that you will contact TLM directly if you need further clarification or assistance in how to fully comply with the terms and conditions shown.
- You confirm that you will notify TLM of any complaints received in relation to any of its qualifications and will fully cooperate with TLM in any actions required to resolve such matters.
- You confirm that you will monitor and ensure that only authorised personnel within your organisation are allowed access to TLM services.
- You confirm you that will fully comply with TLM Conflict of Interest policy as shown https://theingots.org/community/ofqualCofI [12]
- You understand that failure to follow and comply with all centre obligations, including but not limited to, [12]Conflict of Interest **[12],** Malpractice and Maladministration **[13]** can lead to the application of sanctions in accordance with the published TLM policy and procedures. https://theingots.org/community/Sanctions2019 [9]

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Source URL: https://theingots.org/community/OfqualTPs

Links
[1] https://theingots.org/community/ofqual_policies
[2] https://theingots.org/community/ofqualCD#C1.2
[3] http://community/ofqualCD#C2.2
[4] https://theingots.org/community/ofqualCD#C.2.3
[5] https://theingots.org/community/terms
[6] https://theingots.org/community/fees
[7] https://theingots.org/community/ofqualC#C.2.3
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[9] https://theingots.org/community/Sanctions2019
[10] https://theingots.org/community/ofqualCD#C2.4
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[13] https://theingots.org/community/QCF5.29-5.32

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