

Authorised Centre Agreement

This Centre Agreement (“this Agreement”) is made on **Date/Month 2017** between the Learning Resource Network (LRN), Unit 211, Burford Business Centre, 11 Burford Road, London E15 2ST, United Kingdom and **Bank Alfalah, Bank Address (“the Centre”)**.

The Centre has applied to LRN to act as a centre to offer LRN Assessment and or/ teaching qualifications (“the Qualifications”). Authorisation to run specific Qualifications is granted separately and it is hereby agreed that LRN authorises the Centre to promote and administer the following Qualifications. This Agreement describes the relationship and obligations between the parties.

Date agreement begins:	
Date agreement expires:	
Centre number:	
Centre name:	
Centre Manager:	
Contact address	
Centre Address	

This agreement relates to the following LRN qualifications:

LRN Islamic Banking

LRN may produce new Qualifications during the period that this Agreement is in force. LRN will confirm in writing to the centre any additional Qualifications that are to be added to the Centre's authorisation. The Centre agrees to notify LRN immediately in writing if any of its details change at any time during the duration of this Agreement.

DURATION OF THIS AGREEMENT

This agreement will be in place from the date of agreement by both parties (see above) and will remain in place for the period stated above. Unless terminated in line with the termination clause in section 19.1.

PURPOSE OF THIS AGREEMENT

This agreement is for the purpose of clearly specifying the role and responsibilities of a centre in their dealings with L R N . 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 of vocational qualifications in Northern Ireland, Immigration Authorities & ISO. From time to time, LRN may amend the agreement to ensure it is in keeping with other quality, security and other relevant guidelines and/or legislation which is a requirement in other countries. 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.

INTERPRETATIONS

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

LRN means an organisation recognised by Ofqual in respect of the General Conditions of Recognition (November 2014) and award or authentication of a specified qualification, or description of qualification and Immigration Authorities.

General Conditions of Recognition means the General Conditions of Recognition issued by Ofqual in September 2015 or any subsequent version of this document.

The **Centre** hereby agrees that it will:

1. General Conditions of Recognition

- 1.1. take all reasonable steps to ensure that the awarding organisation 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 LRN. In particular, those requirements specified in Condition C1 and C2 will be observed. Conditions C1 and C2 are provided in Ofqual General Conditions of Recognition.

2.1. Candidates Registration & Certification

2.1.1. Centres must register candidates undertaking delivery and assessment at their centres by uploading the registration spreadsheet to the secure registration portal. Centres must process candidates' identification in line with LRN procedure which is then scanned and uploaded to the secure registration portal. Centres must ensure this process is followed even in the event of a candidate being disqualified.

2.1.2. ensuring that upon registration, candidates receive a copy of the candidate handbook which is available at www.lrnglobal.org

2.1.3. using online centre panel provided under license by LRN for administering the registration and hold any username and password for its use confidential according to the terms of the condition.

2.1.4. applying for special requirements (in the form of LRN's policy on special adjustments or reasonable considerations) when needed.

2.1.5. registers each candidate in line with the requirements of LRN to ensure that each candidates is uniquely identified.

2.1.6. register/enter candidates for assessment in an efficient manner and in accordance with LRN's timetable.

2.1.7. takes appropriate and reliable steps to confirm the identity of each candidate prior to assessment taking place, in accordance with LRN's statement on ID requirements for candidates (as stated in the centre manual)

2.1.8. use the record of the candidates previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where candidates consent is given.

2.1.9. recognise any restrictions regarding the minimum amount of time that candidates must be registered with LRN before certification,

2.1.10. take reasonable steps to ensure that all relevant centre staff understand how and when to apply for candidate registration and certification.

2.1.11. Upon successful completion of LRN's qualifications, candidate certificates will be dispatched by secure post to the registered centre where they must be kept in a safe and secure environment prior to candidate's collection.

2.1.12. LRN will issue electronic certificates to candidates which can be verified online. For those certificates which are issued to centres, and where applicable, the centre must have a robust handover procedure to ensure candidates receive their certificates promptly and in a secure manner.. Where centres require candidates to collect their certificates from official office locations, the centre must ensure that candidates are required to sign to acknowledge collection of their certificate.

2.1.13. LRN will audit a centre's ability, once a year, without notice, to ensure the centre is maintaining the standard required by LRN. Should LRN have concerns as to the performance of a centre, it reserves the right to carry out an additional instance

2.1.14. LRN will undertake random mystery shopper audits in accordance with its guidelines for conducting mystery shopping research. LRN will share its findings with its centres, having firstly anonymised its data. Where LRN has specific concerns with a particular centre, the findings will be used as part of a planned improvement strategy to enhance centre performance.

2.1.15. Centres should take adequate precautions to ensure candidates certificates are not destroyed (accidentally or otherwise), mutilated or damaged whilst in their possession.

2.1.16. take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

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

2.2.1. maintain all candidate records and details of achievement in an accurate, timely and secure manner in line with the requirements of LRN and Data Protection Legislation and make these records available for external quality assurance and auditing purposes, as required.

2.2.2. take all reasonable steps to comply with requests from the LRN for information, data or documents required by the LRN or by the regulators, including Ofqual and Immigration Authorities, or other relevant authorities, as soon as practicable.

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

2.3. Support product and quality developments by:

2.3.1. Working with LRN, where possible, to support the development, delivery and recognition of the Qualifications.

2.3.2. Participating in new initiatives and providing feedback (where possible)

2.3.3. Running pilot tests, in agreement with LRN, and where possible.

2.4. Prevention of identity fraud:

Centre must agree to measures to prevent identity fraud include:

- Checking photographic evidence of identity from the candidate; identity documents are limited to a passport or national identity card only
- Verification of the candidate's signature, matched from identification document

- Taking a candidate picture on the test day and must be uploaded by the centre on LRN centre portal.
- Taking (biometrics where applicable)
- Checking identification document
- Checking for identity at various stages of the test
- A different identity check for the speaking test
- Candidates must take their original and valid identification document into the test room.
- Where candidate is appearing on re-sits the centre must match their identification and test day photograph with previous sitting
- Where candidate is taking facets on different days, the centre must match previous facet exam identification checks and test day photograph
- Where candidate is taking re-sits or taking facets in different days, the centre must do full identification checks as mentioned in centre manual and in identification policy on all dates.

3.1. Test Centre and Exam Room Requirements

3.1.1. centre must make sure that they meet exam room requirements as mentioned in centre manual.

3.1.2. centre must maintain first aid boxes and appropriate fire, health and safety logbook(s)

4.1. Security of the Assessment Material

4.1.1. The assessment package must be locked away in a secure cabinet in a locked/secured room until requested by the supervisor on the day of the assessment. Assessment scripts and materials are sealed securely within the main assessment pack and can only be opened at the time of the assessment by LRN examiner or by the approved supervisor by LRN only. In cases where speaking assessments are scheduled, assessment scripts and materials can be opened 30 minutes prior to the assessment to enable LRN examiners to familiarise themselves with the material.

4.1.2. Under no circumstances must a centre open the assessment pack. Assessment materials are to be opened by the LRN approved supervisor. Assessment materials, other than speaking assessment materials, opened ahead of the assessment may result in the cancellation of the scheduled assessment and subsequent investigatory action will be taken.

4.1.3. Arranging for the receipt and secure storage of examination materials, which may include payment by the centre of local customs duties.

4.1.4. Returning or securely destroying all exam materials in accordance with the instructions in the Centre Manual.

4.2. Issuance of LRN assessment materials to supervisor or LRN Examiner

4.2.1. Before handing over the package to the supervisor or LRN examiner, the centre must ensure identity through ID checking. Once the supervisor ID or LRN examiner has been confirmed:

- The package can be handed over to the supervisor or LRN examiner unopened and intact.
- The supervisor or LRN examiner can open the package in the assessment room and administer the assessment.

5.1. Monitoring activity and investigations

- 5.1.1. Assist the LRN or its appointed representative in carrying out any reasonable monitoring activities and assist Ofqual, Immigration Authorities or other legally authorised bodies in any investigations made for the purposes of performing its functions.
- 5.1.2. Acknowledge that LRN or its representative reserves the right to conduct unannounced inspections at an approved centre or an assessment centre. Furthermore, the centre acknowledges that LRN will conduct a minimum of one unannounced visit on each centre, once within a calendar year.
- 5.1.3. LRN will monitor whether the security and access to secure areas is being properly maintained by centres. This will include a review of the systems and processes in place. e.g. – lockable cabinets for test materials to which only authorised staff has access.
- 5.1.4. LRN monitors the performance of examiners, invigilators and centre staff. Similarly to auditing centres, if a member of staff or centre is found to be operating outside of LRN's guidelines, action will be taken to remedy the situation.
- 5.1.5. Centres are expected to perform an annual internal audit, the results of which they submit to LRN. In addition, LRN will send an officer to carry out an external audit of the centre to conduct annual, and unannounced, inspections. .

6.1. Complaints and Appeals

- 6.1.1. operate a complaint handling process and appeals process for the benefit of candidates.
- 6.1.2. adhere to LRN's appeals policy and provide appropriate information and support to enable candidates to access the appeals policy.

7.1. Malpractice and Maladministration

- 7.1.1. have in place robust procedures for preventing and investigating incidents of malpractice or maladministration which are up to date and communicated across the Centre, its satellite centres, sub-contractors and third parties.
- 7.1.2. On an annual basis, centres must 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. Should centres fail to submit evidence of their reviews to LRN, LRN will consider this at the point of renewing a centre's application.

- 7.1.3. take all reasonable steps to prevent incidents of malpractice/maladministration from occurring.
- 7.1.4. take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- 7.1.5. 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 LRN as required. This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not recur in the future.
- 7.1.6. take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future.
- 7.1.7. deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 7.1.8. promptly, within 2 working days of the alleged malpractice , notify LRN of any incidents of malpractice or maladministration in line with the requirements of the LRN malpractice/maladministration policy.
- 7.1.9. provide access to documents, records, data, staff, third parties, sub-contractors, candidates, satellite centres or any other resource required by LRN during an investigation of centre of malpractice/maladministration.

8.1. Moderation/verification

- 8.1.1. work in line with the moderation and verification processes specified by LRN which will be undertaken by LRN or on its behalf.
- 8.1.2. work in line with any instruction issued by the LRN to change the marking of evidence generated by a candidates during an assessment.

9.1. Centre Workforce

- 9.1.1. retain a workforce of appropriate size and competence to undertake the delivery of the qualification. This includes taking reasonable steps to ensure occupational competence where this is required by the LRN for the assessment of specific qualifications.
- 9.1.2. ensure that is has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by LRN.
- 9.1.3. provide staff with appropriate inductions and professional development (including a development plan) to ensure staff can maintain the relevant expertise and competence required by LRN.



- 9.1.4. supply staff CVs and other evidence (for example original certificates) to LRN in a timely manner upon request.
- 9.1.5. have in place appropriate staff and relevant systems before the qualifications are made available in accordance with the requirements of the qualification(s).
- 9.1.6. ensure that staff involved with a qualification understand the relevant specification provided by LRN.
- 9.1.7. ensure effective communications systems are in place internally to keep all relevant staff informed of current LRN policies and procedures.
- 9.1.8. ensure that quality assurance and management processes are in place and that these apply across all satellite locations.

10.1. Resources

- 10.1.1. use buildings that provide access for candidates for assessment purposes, in accordance with relevant equality. Centres must be able to demonstrate candidates with varying disability requirements are able to access their products and services.
- 10.1.2 LRN acknowledges regional and country specific equality based legislation may vary across centres. However, each centre **must** be able to demonstrate its ability to comply, in full, with relevant and applicable legislative acts, guidelines and stipulations.
- 10.1.3. ensure that the full range of relevant, current equipment required to assess the qualification is supplied.
- 10.1.4. adhere to any assessment requirements as per the qualification requirements.
- 10.1.5. provide the necessary resources in accordance with any requirements outlined in LRN's qualification specifications.
- 10.1.6. maintain adequate systems and resources– including where appropriate, equipment, materials and software – to support the delivery of the qualification(s).
- 10.1.7. ensure the security of any examination material in respect of storage and the handling process in line with the requirements of LRN.
- 10.1.8. has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of LRN's qualifications.
- 10.1.9. has 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).



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

10.1.11 Each centre must have video recording capability to the following level of compliance:

- Video recording must take place in each registration room/environment
- Video recording must take place in each examination room/environment
- Each video recording must capture the entire registration and examination room/environment – every area of the room/environment must be visible
- Each video recording must have sufficient audio capability so as to hear the spoken transactions between candidates and centre staff
- Each video recording must be kept, secure and away from contaminating factors (e.g. bright light, damp environment, cold rooms)
- Video and audio recordings must be kept, for a minimum of 90 days, for review by LRN within that timeframe.
- Centre must register candidate within 30 days from the date of enrolment to the centre.

11.1. Management of third parties and sub-contractors

11.1.1 implement and maintain an effective system for the management of all third party and sub-contracted services and any satellite sites affiliated to the centre and ensure that all policies and requirements referred to in this agreement apply to these third parties and sub-contractors.

11.1.2 ensure that where a partnership arrangement exists, the respective roles and responsibilities are documented and made available to LRN as required.

11.1.3. 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.

11.1.4. ensure it has effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of LRN and the Regulators.

12.1 Conflict of interests

12.1.1 Centres are required to notify LRN immediately (no later than within 5 working days) should they believe a conflict of interest is likely to occur in terms of working arrangements with other awarding Organisations. For the avoidance of doubt, LRN believes a conflict of interest will have existed should a centre be in negotiations with other Awarding Organisations who operate within the same market as LRN.

12.1.2 This will allow LRN to assess the risk for each centre and where necessary, will allow LRN to take the necessary course of action to ensure its intellectual property rights are protected.

13.1. Legislation

- 13.1.1. undertake the delivery of the qualification in accordance with Equalities Law.
- 13.1.2. ensure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the requirements of Health and Safety regulations.
- 13.1.3. comply with the requirements of Data Protection legislation in relation to all candidate data. The data collected from candidates will only be used for the purpose for which it has been collected and personal information relating to candidates will not be disclosed to any unauthorised person or body. Personal data will be processed in accordance with the Centre's registration under the Data Protection Act.
- 13.1.4. 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 the additional regulatory documents that support these Conditions (as listed by Ofqual in their 'List of Additional Regulatory Documents' published in 2011).

14. General

14.1. Intellectual Property

14.1.1. For the avoidance of doubt, it is agreed that the Intellectual Property in the materials and services provided by LRN ("Intellectual Property Rights") shall belong to LRN and the Centre shall not obtain or acquire any rights in respects of these or any other intellectual property rights of LRN or in the goodwill associated therewith.

14.2. The following principles apply:

14.2.1. LRN's logo must not be altered in any way. In particular, the text must appear exactly as supplied, and must not be retyped.

14.2.2. written approval must be obtained for every individual use of the logo (e.g. for each publication, advertisement or web page) on which it appears, except when using the templates provided by LRN

14.3. Data Protection

14.1.1. both the Centre and LRN shall comply with the UK Data Protection Act 1998 ("the Act") in relation to the processing of personal data as defined in the Act ("Personal Data"). LRN will advise the Centre of what this means in practice. In addition the Centre will comply with any local Data Protection legislation.

14.1.2. both the Centre and LRN shall ensure that all Personal Data stored in relation to this Agreement is held in physically secure locations and any Personal Data held on computer is password protected and access to authorised staff members only.

14.4. Confidentiality

14.4.1. "Confidential Information" means information labeled as such or which is clearly confidential by its nature, related to materials or services under this Agreement. The Centre agrees not to use confidential information for its own purposes or disclose it to anyone else otherwise than as needed for carrying out its obligations under this Agreement. This includes candidates' results. This does not cover information already in the public domain, information the Centre has to disclose by law and information the Centre can prove it had before it was received by LRN in relation to this Agreement.

14.4.2. In addition, the Centre agrees to take all reasonable steps to safeguard any confidential information in its possession or control and that it will take all reasonable steps to protect the confidentiality of Confidential Information in the same way as it protects its own confidential information.

15.1. Withdrawal of approval and interests of candidates

15.1.1. co-operate fully with LRN in cases where either the Centre or LRN decides it needs to withdraw the Centre from its role in delivering a qualification. This co-operation will be provided whether the withdrawal is voluntary or not from the Centre's perspective.

15.1.2. take all reasonable steps to protect the interests of candidates in the case of such a withdrawal as referred to in point 14.1.1 above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.

15.1.3. adhere to the process specified by the LRN for the withdrawal of the Centre from the delivery of a qualification or all qualifications. LRN's policy on how it intends to manage the withdrawal of its qualifications is available on its website.

16.1. Centre Requirements

16.1.1. comply with all of the requirements specified in this agreement in order to continue to deliver qualifications on behalf of LRN.

16.1.2. agree to the application of the sanctions policy as specified by LRN.

16.1.3 comply with Ofqual and immigration authorities in the event of a centre inspection and/or investigatory visits.

16.1.4 Ensuring it has appropriate insurance under local law for the carrying out of examinations and to cover any areas where ESOL has limited its liability under this Agreement.

17.1 Use of Identity Management System

17.1.1 LRN has introduced an Identity Management System which is for use by centre staff and LRN authorised personnel. Guidance is available for use by centres as to how to access (log-in) the system and maximise the benefits available from the system. .

17.1.2 The system will generate a username and password for each centre. LRN authorised staff have increased level of permissions in order for them to assist centres with registration related enquiries.

17.1.3 LRN (administrative) staff have been trained in how to access the system and how to deal with potential centre issues and concerns.

17.1.4 Centres must use the Identity Management System in line with the specified manual and related guidelines.

18.1 Anti-Bribery, Corruption and Security of Exams

18.1.1 LRN has a policy on the way in which centres are expected to conduct themselves. The purpose of this policy is to establish the controls which LRN has in place to ensure compliance with all applicable anti-bribery, corruption and security of exams.

18.1.2 Centres are required to familiarise themselves with the policy (see annex a).

19.1. Termination

19.1.1. this agreement can be terminated by either party, in writing with at least 30 working days" notice.

19.1.2. all outstanding monies due by either party to the other shall become immediately payable.

19.1.3. both parties shall honour any outstanding obligations due to the other in respect of candidates registered with the Centre at the date of termination. Should this apply, sections, this agreement will remain in force, up until the point of the assessment of those candidates. Should this apply, LRN will grant an extension of the agreement to ensure both parties are clear on their respective arrangements.

19.1.4. the Centre shall cease to promote itself as a LRN centre and cease to register any new candidates for LRN Qualifications.

19.1.5. the Centre shall cease to use any of the Intellectual Property Rights of LRN.

19.1.6. at LRN's discretion, the Centre shall return to LRN any Confidential Information (which includes any and all LRN materials, e.g. LRN Centre Authorisation Certificate)

20.1.1 LRN responsibilities

LRN agrees that it will:

20.1.1. set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications.

20.1.2. 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.

20.1.3. take all reasonable steps to protect the interests of candidates where the Centre withdraws from the delivery of a qualification.

20.1.4. 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.

20.1.5. answer accurately, fully and within a reasonable time any reasonable enquiries received from Users of qualifications.

20.1.6. provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes.

20.1.7. upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration. At the outset of its joint working arrangement, LRN will make available to centres its key policies, one of which is the policy on malpractice/maladministration.

20.1.8. 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 the LRN
- 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.

20.1.9. comply with the requirements of Data Protection legislation 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 LRN's registration under the Data Protection Act. LRN will not disclose information if to do so would breach a duty of confidentiality or any other legal duty.

21.1 Resource availability and scalability

- 21.1.1 LRN will work with each centre to identify its capacity to deliver tests across a region and/or country. LRN will develop resource availability plans (set by month) in order to demonstrate there is the required level of resource availability to manage the expected number of candidates. Resource availability plans will be kept updated each month and will inform the quarterly and annual forecasting process.
- 21.1.2 LRN will identify potential surges in demand across its centres which will be managed through a coordinated approach and sharing of physical and IT resources (i.e. - offices, staff, and computers).
- 21.1.3 Where deemed practical and necessary, LRN will impose limits on the numbers of candidates being processed for exams within a centre in order to manage planned (and expected) levels of demand.
- 21.1.4 During peak periods of the testing season, LRN will ensure each centre has the required level of staff on duty, rooms available and computers accessible. Where there is an expected surge in demand planned for the month, this will be managed by increasing the required level of resource available on that day for the required period of time.
- 21.1.5 Where the predicted level of demand outweighs the resource availability in place, LRN will implement its contingency arrangements to ensure there is sufficient resource in place. This will include transferring resources from other centres (in advance) or by managing on site resources to optimum efficiency. This will be led by the Centre Director and communicated across the centre network.

22. Fees & Invoicing

- 22.1 provide payment of all valid invoices presented by LRN within the stated terms and conditions.
- 22.2 LRN will charge £35 per candidate, which includes registration, assessment and certification.
- 22.3 LRN will review its fee every year and will discuss with centre in advance.



23. Freedom of Information

23.1 If the centre receive a request for information under FOI Acts, they must not attempt to process the request independently and must forward it to LRN within 24 hours of receiving the request.

23.2 The centre will fully co operate with LRN to provide the information which LRN require in order for the Ofqual and Immigration authority to comply with the FOI Acts. The information must be provided within 2 working days.

24. Official Secrets Acts

24.1 The centre understates to abide by (and ensure that the Centre personnel) the provisions of the Official Secrets Acts 1911 to 1989.

25. Unlawful Discrimination

25.1 The centre shall comply with any applicable anti-discrimination legislation relating to discrimination in employment or service provision (whether in relation to disability or gender, gender reassignment, race, colour, ethnic or national origin, sexual orientation, religious or belief or age or otherwise) as may be amended from time to time (the 'Discrimination Legislation')

26. Governing Law and Jurisdiction

This Agreement shall at all times be read, governed by and construed in accordance with English law and all disputes shall, be referred to and be under the non-exclusive jurisdiction of the High Court of Justice in England and Wales.

27.1. Centre Agreement and Declaration

I, the undersigned, declare that the centre understands that this is an enforceable agreement between the centre and the LRN. I further understand and agree that this agreement applies for whole period of time during which the Centre operates as an 'approved' Centre of the LRN and that the LRN 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 the LRN.

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 begins' specified above. I agree to act in accordance with the requirements specified in this agreement:

Signed for and on behalf of LRN by:

Signed for and on behalf of the Centre by:

Signature	Signature
Name	Name
Role	Role
Date	Date

Annex A

Anti - Bribery and Corruption Policy

Purpose

The purpose of this policy is to establish the controls which LRN has in place to ensure compliance with all applicable anti-bribery and corruption regulations, and to ensure that LRN's business is conducted in a socially responsible manner.

Policy statement

Bribery is the offering, promising, giving, accepting or soliciting of an advantage as an inducement for action which is illegal or a breach of trust. A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad

Bribery and corruption are punishable for individuals by up to ten years' imprisonment and a fine. If we are found to have taken part in corruption, we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.

Scope

In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, home-workers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as employees in this policy).

The reporting requirement of this Policy is also applicable to Learning Resource Network's contractors and suppliers. This Policy is intended to supplement all applicable laws, rules, and other corporate policies. It is not intended to supplant any local laws.

This policy covers:

- Bribes
- Gifts and Hospitality

Bribes

Employees must not engage in any form of bribery, either directly or through any third party (such as an agent or distributor). Specifically, employees must not bribe a foreign public official anywhere in the world.

Annex 1 lists those instances which may arise, and which LRN deem essential as to an individual reporting those instances without delay to the Policy Director.

Gifts and hospitality

Employees must not offer or give any gift or hospitality of any kind.

Improper Payment Activity

To promote compliance with anti-corruption laws within the UK, and other applicable jurisdictions, no LRN personnel shall undertake any improper payment activity in respect of a foreign official, a domestic official, or a person doing business in the private sector. In addition, LRN accounts and records must correctly record both the amount and a written description of any transaction. LRN personnel must ensure that there is a reasonable relationship between the substance of a transaction and how it is described in the company's accounts and records.

LRN will institute detailed procedures and standards related to training, due diligence, the recording of transactions, and other areas, to implement the terms of this policy.

Staff responsibilities

Every member of LRN must ensure they read, understand and comply with this policy. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All employees are required to avoid any activity that might lead to, or suggest, a breach of this policy. You must notify your manager or the Policy Director.

The Policy Director is responsible for reviewing the rigour, appropriateness and continuation of this policy. The Policy Director is also responsible for carrying out suspected (or actual) breaches of LRN's policy. Where further action is required, these will be reported to SMT.

Key roles, summary of responsibilities and escalation protocols

Name	Key role	Summary	Escalation
Sean Cortes	Review, investigation and monitoring	Responsible for creating the policies, procedures and processes. This includes monitoring the policy over time. Leads on investigations.	Keith Hoodless
Keith Hoodless	Training and implementation	Responsible for reviewing the necessary training across team members.	Sean Cortes
Sean Cortes	Communication across examination team	Responsible for ensuring mobile assessment, moderation and ancillary functions are clear on their roles.	Keith Hoodless
Muhammad Tariq	Overview	Responsible for maintaining an overview of the policy and senior reporting officer.	Sean Cortes

Discipline

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Specific examples, whilst not exhaustive, are as follows:

- Any employee who violates the terms of this Policy will be subject to disciplinary action.
- Any employee who has direct knowledge of potential violations of this Policy but fails to report such potential violations to Company management will be subject to disciplinary action.
- Any employee who misleads or hinders investigators inquiring into potential violations of this Policy will be subject to disciplinary action. In all cases, disciplinary action may include termination of employment.
- Any third party agent who violates the terms of this Policy, who knows of and fails to report to Learning Resource Network management potential violations of this Policy, or who misleads investigators making inquiries into potential violations of this Policy, may have their contracts re-evaluated or terminated.

Exam Security

Maintaining the security of LRN certification examination material is essential to upholding the integrity of our testing/examination services. Security breaches can occur before, during, or after an examination. Conduct that may violate the security of an examination includes, but is not limited to:

- Theft of portions of, or entire, examination(s)
- Removing examination materials from an exam or meeting site without authorisation
- Reproducing examination materials without authorisation
- Using paid exam takers for the purpose of reconstructing an examination
- Using improperly obtained exam questions to prepare person(s) for the examination
- Cheating during an examination
- Impersonating an examinee or having an impersonator take an examination
- Deliberate loss of examination data en route to or from the exam center(s) or any other location

It is the responsibility of exam administrators and Centre Managers/staff to aggressively protect the security of the examination at all times and to immediately report any security breaches to the LRN Senior Management and/or staff.

A breach in examination security has significant repercussions, including the costs of replacing exam items and developing new examinations. All staff, vendors, exam administrators, and Centre Managers/Staff take all reasonable precautions safeguard individual items, item banks, examinations presented in all media, and candidate scores. No candidate may see the content of the examination before or after the examination is administered.

In the event of a breach of security, the following steps will be taken:

1. When an exam irregularity is reported directly to the LRN office, staff will immediately report the exam irregularity to the Director of Policy or a member of the Senior Management Team (SMT).
2. When an exam irregularity is reported directly to the Policy Director, he will immediately report the exam irregularity to the LRN office and staff will inform LRN Senior Management Team. The CEO will also be notified of the irregularity in a separate email.
3. If an exam irregularity occurs as described above, the exam company, LRN staff, and the Policy Director will work in concert to perform an investigation of the irregularity, to include the cause and liability of the irregularity, and recommend an outcome based on said investigation. (see Sanctions Policy)
4. Outcomes may include, but are not limited to, a satisfactory resolution, an irregularity that warrants corrective action, or a full compromise that warrants corrective action up to and including complete replacement of the compromised exam. (see LRN Sanctions Policy)

5. Any/all exam irregularities discovered by the Policy Director must be reported by the Policy Director directly to the next Senior Management Team meeting as per the LRN procedures.
6. A summary of the irregularity will be made at the next regularly scheduled meeting of the SMT immediately following the report of an irregularity. Due to the investigatory and confidential nature of some exam irregularities, the Certification Committee will go into secure session for all such discussions.
7. In the event of a full compromise, a request will be made from the Policy Director, to the Director of Assessment to create a new version of the exam.
8. If a full compromise is declared, it will be necessary to cease providing that examination to applicants until a new version of the exam is completed.
9. For instances relating to breaches of security or integrity of LRN's exams, these will be reported to SMT who will appoint a member of the senior team to conduct a centre investigation. For minor infractions, the centre will receive either stage 1 or 2 warning. For persistent breaches, or for instances of the most significant nature, LRN will issue a stage 3 or 4 warning
10. LRN reserves the right to implement sanctions as deemed necessary. Centres will have the right to appeal. For instances of the most severe nature, LRN also reserves the right to notify relevant law enforcement authorities, as deemed necessary.

Record-keeping

We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review. You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

How to raise a concern

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries or concerns, these should be raised with your line manager or the Policy Director.

Communication

Here are the contact details to use should you need to get in touch with LRN:

Email: enquiries@lrnglobal.org

Telephone: 020 3793 3519

Training

All existing workers operating in areas that are perceived as high risk as far as the Bribery Act is concerned will receive regular, relevant training on how to implement and adhere to this policy. Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors, agents and business and other partners at the outset of our relationship with them and as appropriate thereafter.

For those operating in positions where bribery is deemed more prolific, LRN will provide specific briefing sheets which must be reviewed and where deemed necessary, a question and answer session may be set by one of LRN's Directors. This will only be used to ensure those who are most at risk of coming into contact with those who may more to gain. E.g. test centre administration staff.

Protection

Employees who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern.

If you believe that you have suffered any such treatment, you should inform [the compliance manager] immediately. If the matter is not remedied, and you are an employee, you should raise it formally using LRN's grievance procedure.

Responsibility for the policy

LRN's Senior Management Team has overall responsibility for ensuring this policy complies with its legal and ethical obligation.

Monitoring and review

The Policy Director will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to

regular internal audits to provide assurance that they are effective in countering bribery and corruption.

All employees are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing. Employees are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the Policy Director. This policy does not form part of any employee's contract of employment and it may be amended at any time.

Annex 1 – potential instances of bribery

The following is a list of possible red flags that may arise during the course of centres working with LRN. This information will allow centres to raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to your manager or to the Policy Director (in writing, within 24 hours):

- a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- d) a third party requests payment in cash and/or refuses to sign a fee agreement, or to provide an invoice or receipt for a payment made;
- e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third party requests that a payment is made to "overlook" potential legal violations; you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- i) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us; or
- j) you are offered an unusually generous gift or offered lavish hospitality by a third party.