



LG02 Lincoln House, 1-3 Brixton Road, London SW9 6DE
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(calls 2p per minute minimum plus any additional charge from your mobile/landline operator)

Centre Approval Form and Agreement

NALP is a company limited by guarantee and not for profit.
Registered in England No. 07028255

Section A - Centre information

1. Centre Name:

.....

2. Type of Organisation: (eg. FE College, 6th Form College, Private training Provider, University):

.....

3. Centre UK register of learning providers UK provider Reference number (UKPRN if known):

.....

4. Main Centre Contact Details:

Address line 1

.....

Address line 2

.....

Address line 3

.....

Address line 4

.....

Post Code

.....

Main

telephone

number

.....

Main Email Address

.....

Main Fax Number

.....

Main Centre contact name

.....

Website Address

.....

Is this the delivery address for the NALP Qualifications **Yes** **No**

If no, please provide address:

.....

.....

5. Course co-ordinator details

Name:.....

Direct phone.....

Direct email.....

6. Examinations officer details

Name:.....

Direct phone.....

Direct email.....

7. Funding:

Please indicate how your centre will fund NALP courses. For example, will students be required to pay for the course costs or will your centre receive public funding or both? Please tick as appropriate

Self funding

Public funding

Other funding (Please specify)

.....

8. NALP Qualifications: please indicate which you are interested in:

Level 3 Award in Paralegal Practice

Level 3 Certificate in Paralegal Practice

Level 3 Diploma in Paralegal Practice

Level 4 Diploma in Paralegal Studies

Level 7 Post Graduate Diploma in Paralegal Practice

How many intakes per year?

One

Two

Three

Other

Please specify, e.g. continuous enrolments

Qualifications and Experience Of NALP Tutors:

Please detail a full list of tutors who will be teaching each unit of any NALP course. You are required to confirm that the tutors listed have the minimum qualifications (as stated in clause 4 of the NALP Centre Agreement attached) as well as subject expertise necessary to teach the course. Please also supply CVs for each Tutor.

9. Details of partnership arrangements

Centres should provide details of any partnership arrangements they may have with other organisations which impact on the conduct of the assessment for the units or qualifications. Details should include the name of the main point of contact and details of the roles and responsibilities of each of the partner organisations and individual staff members.

10. Centre Documents in Support of Application

Please provide copies of the following to confirm that you have the requisite arrangements and documents relating to policies and procedures - **NB. If documents are crossed - referenced in a Learner Handbook, or similar, this can be provided instead of individual documents**

Health & Safety Policy

Employer and Public Liability Insurance

Data Protection Policy

Equality and Diversity Policy applicable to Learners including the Centre's policy for provision of reasonable adjustments

Complaints procedure

Centre Malpractice procedure

Centre Appeals procedure

Centre Quality Assurance Policy/internal verification procedures (applicable to Professional Skills)

Access to Fair Assessment Statement

Compliance with the Disability Discrimination Act 1995 Code of Practice

Academic Policy

Registration Procedures

Admissions Policy

Private Training Providers only:

Name and addresses of the organisation's directors or equivalent

Copies of Centre Approval from relevant accrediting organisations (eg. British Accreditation Council, QAA etc: (applicable to Private Training Providers only)

UK Border and Immigration Authority Certificate – Certified copy
(applicable for all educational establishments wishing to accept students from outside the EEA)

Equal opportunities and Fair Access to Assessment Policy

I confirm that the centre complies with the NALP Equal Opportunities statement.

.....

Providing Unique Learner Numbers (ULNs)

I confirm that the centre will process requests for ULNs and will pass on any necessary information to NALP to allow learners to have their results processed accordingly.

.....

Access to people, premises and records

I confirm that the centre will allow access to any information, people or premises as required by NALP or the regulatory authorities in carrying out monitoring or compliance activities.

.....

NALP Centre Handbook

I confirm that the Centre has read and will comply with requirements of the NALP Centre Handbook

.....

**The Cost of applying for Centre Approval is £400 (payable annually)
Overseas Centre Approval is £900 (payable annually).**

Payment can be made by :

- cheque payable to ‘NALP’ which should accompany this form**
- BACS (bank details will be given on request)**
- Invoice required (please provide name, address and contact)**

Site visits are required prior to gaining Centre Approval.
Overseas Centres will need to provide travel and accommodation costs for two NALP officers.

Section B – NALP Centre Agreement

DATE OF AGREEMENT: *[Insert Date]*

PARTIES TO THIS AGREEMENT

1. **National Association of Licensed Paralegals (NALP) of LG.02 Lincoln House, London SW9 6DE ('The AO')** and
2. ***[Insert name and address of centre, 'The Centre']***

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

PURPOSE OF THIS AGREEMENT

This agreement is for the purpose of clearly specifying the role and responsibilities of a centre in their dealings with the awarding body named above. 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. 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.

DURATION OF THIS AGREEMENT

This agreement will remain in force for a period of five years from the date specified above subject to compliance with the clauses mentioned in the body of this agreement and subject to the Centre paying the annual Centre fee and providing confirmation of compliance.

INTERPRETATIONS

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

Awarding Organisation means an organisation recognised by Ofqual in respect of the award or authentication of a specified qualification, or description of qualification.

General Conditions of Recognition means the General Conditions of Recognition issued by Ofqual in May 2011 or any subsequent version of this document.

POINTS HEREBY AGREED

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

I. General Conditions of Recognition

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

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

- 2a. maintain all Learner records and details of achievement in an accurate, timely and secure manner in line with the requirements of the Awarding Organisation and Data Protection Legislation and make these records available for external quality assurance and auditing purposes, as required.
- 2b. take all reasonable steps to comply with requests from the Awarding Organisation for information, data or documents required by the Awarding Organisation as soon as practicable.
- 2c. take all reasonable steps to comply with requests from the Awarding Organisation for information, data or documents required by Ofqual or another regulator as soon as practicable.
- 2d. retain complete accurate records, for at least three years from completion of all qualification and make these available to the Awarding Organisation upon request.
- 2e. provide the Awarding Organisation and the Regulatory Authorities, on reasonable notice, 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 the awarding organisation in carrying out any reasonable monitoring activities and will assist Ofqual in any investigations made for the purposes of performing its functions.

4. Centre Workforce

- 4a. retain a Workforce of appropriate size and competence to undertake the delivery of the qualification. This includes taking reasonable steps to ensure occupational competence where this is required for the assessment of specific qualifications.
- 4b. ensure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by the awarding organisation.
- 4c. provide staff with appropriate inductions and professional development (including a development plan) to ensure staff can maintain their expertise and competence for the above-named qualification(s).
- 4d. supply staff CVs and other evidence (for example original certificates) to the Awarding Organisation 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 provided by the Awarding Organisation.

- 4g. ensure effective communications systems are in place internally to keep all relevant staff informed of current Awarding Organisation policies and procedures.
- 4h. ensure that quality assurance and management processes are in place that apply across all satellite locations.

5. Legislation

- 5a. undertake the delivery of the qualification in accordance with Equalities Law.
- 5b. ensure all equipment and accommodation used for the purpose of qualification delivery and assessment comply with the requirements of Health and Safety regulations.
- 5c. comply with the requirements of Data Protection legislation in relation to all Learner data.
- 5d. comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time.

6. Complaints and Appeals

- 6a. operate a complaint handling process and appeals process for the benefit of Learners.
- 6b. adhere to the Awarding Organisation's appeals process and provide appropriate information and support to enable Learners to access the appeals process.

7. Malpractice and Maladministration

- 7a. have in place robust procedures for preventing and investigating incidents of malpractice or maladministration which are up to date and communicated across the Centre.
- 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 reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- 7e. develop a full action plan for managing and rectifying the negative impact of any incidents of malpractice or maladministration and make this action plan available to the Awarding Organisation as required. This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not re-occur in the future.
- 7f. take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not re-occur in the future.
- 7g. deliver in full the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 7h. promptly notify the Awarding Organisation of any incidents of malpractice or maladministration in line with the requirements of the Awarding Organisation's malpractice/maladministration policy.
- 7i. provide access to documents, records, data, staff, third parties, sub-contractors, Learners, satellite centres or any other resource required by the Awarding Organisation during an investigation of centre of malpractice or maladministration.

8. Moderation

- 8a. work in line with the moderation processes specified by the Awarding Organisation which will be undertaken by the Awarding Organisation or on its behalf.
- 8b. work in line with any instruction issued by the Awarding Organisation to change the marking of evidence generated by a Learner during an assessment.

9. Resources

- 9a. use buildings that provide access for candidates for assessment purposes, in accordance with relevant equalities legislation.
- 9b. ensure that the full range of relevant, current equipment required to assess the qualification is supplied.
- 9c. adhere to any assessment requirements as per the qualification requirements.
- 9d. provide the necessary resources in accordance with any requirements outlined in the Awarding Organisation's qualification specification.
- 9e. maintain adequate systems and resources– including where appropriate, equipment, materials and software – to support the delivery of the qualification(s).
- 9f. ensure the security of any examination material in respect of storage and the handling process in line with the requirements of the Awarding Organisation.
- 9g. has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of the Awarding Organisation's qualifications.

10. Learner Registration and Certification

- 10a. register/enter candidates for assessment in an efficient manner and following the Awarding Organisation's timetables.
- 10b. registers each Learner in line with the requirements of the Awarding Organisation to ensure that each Learner is uniquely identified.
- 10c. takes appropriate and reliable steps to confirm each Learner's identity prior to assessment taking place.
- 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.
- 10e. recognise any restrictions regarding the minimum amount of time that candidates must be registered with the Awarding Organisation 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 candidate registration and certification.
- 10g. take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

11. Management of third parties and sub-contractors

- 11a. implement and maintain an effective system for the management of all third party and sub-contracted services 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 the Awarding Organisation 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 that all policies and requirements referred to in this agreement will apply to these third parties and sub-contractors any satellite sites affiliated to the centre, for example remote assessment sites or delivery points.
- 11e. ensure it has effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of the Awarding Organisation and the Regulators.

I2. Withdrawal of approval and interests of Learners

- I2a. co-operate fully with the Awarding Organisation in cases where either the Centre or the Awarding Organisation 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.
- I2b. take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point I2a above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.
- I2c. make best endeavours to find alternative centres to provide the complete qualification for learners if the centre withdraws the qualification midway through learners training, development or assessment. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.
- I2d. make adequate financial provision for Learners who need to be allocated to an alternative Centre for the purposes of completing their qualification.

I3. Invoicing

- I3a. provide payment of all valid invoices presented by the Awarding Organisation within the stated terms and conditions.

The awarding organisation hereby agrees that it will:

1. set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications.
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.
3. take all reasonable steps to protect the interests of learners where the Centre withdraws from the delivery of a qualification.
4. specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification.
5. provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes.
6. upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
7. provide a full invoicing policy to state the Awarding Organisation's processes for issuing invoices, payment of invoices and the retention and content of invoices.

CENTRE AGREEMENT AND DECLARATION

I, the undersigned, declare that the centre understands that this is an enforceable agreement between the centre and the awarding organisation.

I accept that if the centre defaults on the commitments made in this application it may lead to the removal of qualification approval and possibly centre recognition status in line with the sanctions policy of the awarding organisation.

I declare that I am authorised by the centre to supply the information given above and, at the date of signing, the 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 The AO
by:**

Signature _____

Name: _____

Role: _____

Date: _____

**Signed for and on behalf of The
Centre by:**

Signature _____

Name: _____

Role: _____

Date: _____