

Document Specification:					
Purpose:	For use by applying centres from outside the UK and its territories who wish to offer NALP qualifications abroad.				
Accountability:	Governing Board	Responsibility:	Responsible Officer		
Last Review date:	October 2021	Next Review due:	October 2022		
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National Association of Licensed Paralegals (NALP)

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



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A. Centre Information

Centre Name	
Legal Trading Name (if different from above)	
Company Registration Number: (if applicable)	
Other Registration Number and name of registering body (if applicable)	
Type of Organisation (eg. FE College, Private training provider, University, etc.)	
Main Address:	
	Country:
	Postcode / Zip Code:
Is this the delivery address for the NALP Qualifications?	Yes 🗆 No 🗆
If no, please provide postal address for qualifications:	



Main Telephone Number (including country/area code):	
Main Email Address:	
Website Address:	
Remote Conferencing Address (e.g. Skype):	
Registered Company Address (if different from above)	
Name of CEO/Managing Director/Owner:	
Is the Centre in receipt of Government / Centralised Funding for qualifications?	Yes 🗆 No 🗆
If yes, please give details, particularly how this may relate to NALP qualifications:	
Governance of your Organisation	 Under the governance of the national or municipal authority Private establishment
If your organisation is unde authority, please provide th	er the governance of a national or municipal
Type of organisation	
Length of time as a state- controlled organisation	
Name of the state controlling authority	



State controlling authority's address and telephone number				
If your organisation is a pri following details:	vate establishment, please provide the			
Type of Organisation (eg. FE College, Private training provider, University, etc.)				
	Commercial			
Main type of financial	□ Government funded			
income	Charitable			
	□ Other (please specify)			
Number of years established				
Institutions in Dubai only:				
Is the Centre authorised by KDHA to offer educational services?	Yes 🗆 No 🗆 N/A 🗆			
EU centres only:				
Is the Centre registered for VAT?	Yes 🗆 No 🗆			
VAT (TVA, IVA, Mwst, etc.) Registration Number				
*Is your organisation part of a group of companies or owned by another company?	Yes 🗆 No 🗆			
If Yes to the above, please provide details of the (ultimate) parent company				



ev leg	is your organisation er been subject to any gal financial oceedings?	Yes		No	
If	Yes, please give details				
	is your organisation, or a nvicted of any of the follo			pers	rsons named above ever been
a)	conspiracy which relates to participation in a criminal organisation	Yes		No	
b)	corruption	Yes		No	
C)	bribery	Yes		No	
d)	any offences involving slavery and human trafficking	Yes		No	
e)	money laundering	Yes		No	
f)	fraud	Yes		No	
to	you have indicated 'yes' any of the above, ease provide details:		_		



	Do any of the following apply to your organisation, or any of the persons named above:				
a)	has been involved in bankruptcy, insolvency, winding up, receivership or any relevant financial proceedings?	Yes		No	
b)	is disqualified from holding the directorship of a company or from public office?	Yes		No	
c)	has committed an act of grave misconduct relating to business dealings?	Yes		No	
d)	has not fulfilled obligations relating to the payment of social security or taxes?	Yes		No	
e)	information from awarding organisations has identified significant irregularities in the delivery of qualifications?	Yes		No	
f)	Is not properly licenced to provide services in the State in which established, or is not registered on the appropriate trade register in the Member State in which established	Yes		No	



If you have indicated 'Yes' to any of the above, please provide details:	
Does your organisation employ a person in a position of trust or influence who has previously been in a similar position in another organisation where one or more of the above criteria apply/ied?	Yes 🗆 No 🗆
If Yes, please provide details:	
*Does your organisation, or any of the persons named above have any potential or actual Conflicts of Interest with NALP?	Yes No (<i>if Yes, please also provide details by completing the Declaration of Interests form, which can be found at the end of the Conflicts of Interest Policy, available to download from the NALP website</i>)
Are there any other issues of which you are aware concerning your organisation or its employees which may bring yourselves or NALP into disrepute?	Yes 🗆 No 🗆
If yes, please provide details:	



B. Centre Staff

Named Head of Centre (i.e. single point of accountability for the Centre)	Name:	
	Email:	
	Direct Telephone No:	
Named Examinations	Name:	
Officer (i.e. responsible for the overall administration of	Email:	
registrations, certifications and examinations)	Direct Telephone No:	
Named Main Centre	Name:	
Contact (i.e. person who will be dealing with NALP on a	Email:	
day to day basis)	Direct Telephone No:	
	Name:	
Quality Nominee (responsible for quality	Email:	
assurance)	Direct Telephone No:	
	Name:	
Finance (i.e. contact for invoicing queries and payments)	Email:	
	Direct Telephone No:	
	Name:	
Marketing/PR Contact	Email:	
	Direct Telephone No.	



	Name	CV / Résumé provided
Teaching / Training Staff		Yes 🗆 No 🗆
Please provide a list of all teaching staff that will be involved in the delivery of NALP qualifications and indicate if their CV / Résumé has been provided. Please continue on Section E if necessary.		Yes 🗆 No 🗆
		Yes 🗆 No 🗆

C. Qualifications Applied For

Please indicate which of the NALP qualifications you are interested in being approved to offer and the number of learners per annum you anticipate in the first 3 years:

Qualification Name	Interested?	Learners per annum:
		Year 1:
NALP Level 3 Award in Paralegal Practice	Yes 🗆 No 🗆	Year 2:
		Year 3:
		Year 1:
NALP Level 3 Certificate in Paralegal Practice	Yes 🗆 No 🗆	Year 2:
		Year 3:
		Year 1:
NALP Level 3 Diploma in Paralegal Practice	Yes 🗆 No 🗆	Year 2:
		Year 3:



		Year 1:
NALP Level 4 Diploma in Paralegal Studies	Yes 🗆 No 🗆	Year 2:
		Year 3:
		Year 1:
NALP Level 7 Diploma in Paralegal Practice	Yes 🗆 No 🗆	Year 2:
		Year 3:
Are enrolments term tied or continuous	Term-tied	Continuous
throughout the year?		
If term-tied, please provide dates of enrolment during the year:		
Please provide a brief description of the geographical areas where you propose to offer NALP qualifications		

If there are any other qualifications you would like to see NALP offer in future, please provide details below:



D. Centre Policies and Documents

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:

Policy	Confirmed Provided	
Health & Safety Policy	Yes 🗆 No 🗆 N/A 🗆	
Employer and Public Liability Insurance (or similar)	Yes 🗆 No 🗆 N/A 🗆	
Data Protection/Privacy Policy (meeting GDPR requirements)	Yes 🗆 No 🗆 N/A 🗆	
Equality and Diversity Policy applicable to Learners including the Centre's policy for provision of reasonable adjustments	Yes 🗆 No 🗆 N/A 🗆	
Complaints procedure	Yes 🗆 No 🗆 N/A 🗆	
Centre Malpractice procedure	Yes 🗆 No 🗆 N/A 🗆	
Centre Appeals procedure	Yes 🗆 No 🗆 N/A 🗆	
Centre Quality Assurance Policy/internal verification procedures (applicable to Professional Skills)	Yes 🗆 No 🗆 N/A 🗆	
Academic Policy	Yes 🗆 No 🗆 N/A 🗆	
Registration Procedures	Yes 🗆 No 🗆 N/A 🗆	
Admissions Policy	Yes 🗆 No 🗆 N/A 🗆	

E. Additional Information

Do you plan to expand your operations to other territories in the next 12-36 months?	Yes 🗆 No 🗆
If yes, please provide details:	



Do you plan to open any additional Centres (aka 'Satellite Centres') in the next 12-36 months?	Yes □ No □	
If yes, please note that these will have to be a	approved prior to their operating.	
Is your Centre approved by any other UK Awarding Organisations?	Yes □ No □	
If yes, please provide details of Awarding Organisation, qualifications approved for and Centre number:		
If you have any other information you believe might support your application, or which could not fit in the specific area above, please include this below (continue on separate sheet if required):		

F. Statement of Compliance

Please indicate that you have read, understood and agree to the following:

Agreed Agreed



I confirm that the Centre has read and will abide by all NALP policies, including, but not limited to:	
 Equality & Diversity Policy Conflicts of Interest Policy Invoicing Policy Malpractice & Maladministration Policy Reasonable Adjustments and Special Considerations Policy Appeals Policy Enquiries Policy Complaints Policy Privacy Policy 	Yes □
I confirm that the Centre will allow access to all records and documentation pertaining to NALP Learners on request	Yes 🗆
I confirm that the Centre will allow NALP and/or the relevant Regulator (i.e. Ofqual) access to all premises, including any satellite venues and that such access may be required without prior notice	Yes 🗆
I confirm that the Centre is aware that we will be responsible for any out of pocket expenses incurred by NALP in order to undertake reasonable quality assurance on a risk-based approach, including flights and accommodation, in addition to any Centre approval fee	Yes 🗆
I confirm that the Centre is aware that we must inform NALP immediately of any conflicts of interest, as per the Conflict of Interest Policy	Yes 🗆
I confirm that the Centre understands it is our responsibility to ensure we are at all times up to date with the policies and requirements published by NALP	Yes 🗆
I confirm that the Centre understands that we must inform NALP of any changes to our ownership, directors, senior personnel or teaching staff, etc. immediately	Yes 🗆
I confirm that all Learners will be registered with NALP within 20 working days of their enrolment with the Centre or prior to a request for assignments, whichever is the sooner	Yes 🗆
I confirm that the Centre understands that we are responsible for the security of the assignments set for Learners and for ensuring these are issued to the Learners and returned to NALP without any delay	Yes 🗆



I confirm that the Centre understands that we are responsible for ensuring that all Learner details entered onto the Learner Registration are correct and that these details are used for the production of Certificates. Any errors resulting in reprinting certificates to correct any such errors could incur additional administration fees	Yes 🗆
I confirm that the Centre agrees to the NALP Centre Agreement attached to this application and all terms contained therein. I further understand that these terms may be changed by NALP with reasonable notice of not less than 30 days.	Yes 🗆

G. Cost of Application for Centre Approval

The Cost of applying for Centre Approval is £900 (payable annually). Please note, this does not include the cost of a pre-approval visit. The fee is non-refundable and is payable at the time of submission of the application.

Payment can be made by :

- $\hfill\square$ 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)

Overseas Centres will need to provide travel and accommodation costs for up to two NALP officers. Travel will be by the shortest route available. If a Centre has access to discounted rates for accommodation, etc. that they wish NALP to utilise, please let us know in advance so that this can be considered.

No pre-approval visit will be arranged unless the initial application has been accepted as being likely to be approved, subject to a successful visit.

H. Submission of Application Form

Please complete this application form, including completing the relevant sections on the Agreement at Appendix 1 and signing said agreement where indicated.

Once completed, you should submit your application, plus any policies and CVs requested, to:

Complianceadmin@nationalparalegals.co.uk



ANNEX 1

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 Awarding Organisation') 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 Organisation named above. Contents of this agreement are in keeping with the requirements of the 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. 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 one year from the date specified above, subject to compliance with the clauses mentioned in the body of this agreement. Centres are required to sign a 'Renewal Agreement' annually which will reaffirm their commitment to this agreement plus any other terms that may be amended or added by NALP and notified to the Centre from time to time.

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 (and/or other relevant Regulatory Authorities) in respect of the design, development, delivery and award of specified regulated qualifications.



Conditions of Recognition means the General Conditions of Recognition issued

by Ofqual and/or the Standard Conditions of Recognition issued by Qualification Wales, as amended from time to time.

Regulatory Authority(ies) means any relevant regulator appointed by the Government (whether Central or Devolved) that has jurisdiction in England, Wales, Northern Ireland or Scotland and by whom NALP or its qualifications are recognised.

POINTS HEREBY AGREED

1. Responsibilities of the Centre

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

1.1. Conditions of Recognition

- 1.1.1. adhere to the requirements of the 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. Full details of these Conditions can be found in the Ofqual handbook, available online at https://www.gov.uk/guidance/ofqual-handbook/section-c-third-parties.
- **1.1.2.** take all reasonable steps to ensure that the Awarding Organisation is able to comply with the Conditions of Recognition.

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

- 1.2.1. 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 current Data Protection Legislation (including, but not limited to, the General Data Protection Regulations, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations) and make these records available for external quality assurance and auditing purposes, as required by the Awarding Organisation and/or Ofqual.
- **1.2.2.** take all reasonable steps to comply with requests for information, data or documents required by the Awarding Organisation, or relevant Regulatory Authority as soon as practicable.
- **1.2.3.** retain complete accurate records, for at least three years from completion of all qualification and make these available to the Awarding Organisation upon request.
- **1.2.4.** provide the Awarding Organisation and the relevant Regulatory Authorities 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).



1.2.5. agree that such access as stated in 1.2.4 could be required, and so will be granted, with no prior notification if the reason for the monitoring activity is deemed serious enough to warrant this but understand that reasonable notice will normally be provided by the Awarding Organisation or the relevant Regulatory Authority.

1.3. Internal and External Quality Assurance activity and investigations

- **1.3.1.** undertake adequate Internal Quality Assurance and maintain full records of activities in this regard, providing same to the Awarding Organisation or any relevant Regulatory Authority on request.
- **1.3.2.** assist the awarding organisation in carrying out any reasonable External Quality Assurance activities or investigations.
- **1.3.3.** assist NALP or any relevant Regulatory Authority in any investigations made for the purposes of performing its functions, e.g. in cases of suspected learner or centre malpractice or maladministration, etc.

1.4. Centre Workforce

- **1.4.1.** 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 for the assessment of specific qualifications.
- **1.4.2.** 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 the Awarding Organisation.
- **1.4.3.** provide staff with appropriate inductions and professional development (including a development plan) to ensure staff can maintain their expertise and competence for the qualification(s).
- **1.4.4.** supply staff CVs and other evidence (for example original certificates) to the Awarding Organisation in a timely manner upon request.
- **1.4.5.** have in place appropriate staff and relevant systems before the qualifications are made available in accordance with the requirements of the qualification(s).
- **1.4.6.** ensure that staff involved with a qualification have been given access to and understand the relevant Qualification Specification, available to download on the Awarding Organisation's website
- **1.4.7.** ensure effective communications systems are in place internally to keep all relevant staff informed of current Awarding Organisation policies and procedures.
- **1.4.8**. ensure that quality assurance and management processes are in place that apply across all satellite locations.



1.4.9. inform the Awarding Organisation immediately of any changes to staff involved in any part of the delivery of the qualification(s).

1.5. Legislation

- **1.5.1**. undertake the delivery of the qualification in accordance with the requirements of the Awarding Organisation and Ofqual, which are in line with the Equality Act 2010.
- **1.5.2.** ensure all equipment and accommodation used for the purpose of qualification delivery and assessment comply with the requirements of all relevant Health and Safety regulations.
- **1.5.3.** comply with the requirements of Data Protection legislation, including the Data Protection Act 2018, the General Data Protection Regulations and the Privacy and Electronic Communications Regulations, in relation to all Learner data. (Please refer also to Annex 2 below with respect to GDPR and the ICO).
- **1.5.4.** comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time.
- **1.5.5.** inform the Awarding Organisation immediately of any perceived or actual conflict between a legislative requirement in their own (devolved) region of the United Kingdom and a requirement set out in this document or any legislation or regulation mentioned herein.

1.6. Complaints and Appeals

- **1.6.1.** operate a complaint handling process and appeals process for the benefit of Learners, including reference to their rights of escalation to the Awarding Organisation and Ofqual.
- **1.6.2.** adhere to the Awarding Organisation's appeals process and provide appropriate information and support to enable Learners to access the appeals process.

1.7. Malpractice and Maladministration

- **1.7.1.** have in place robust procedures for preventing, identifying and investigating incidents of malpractice or maladministration which are up to date and communicated across the Centre.
- **1.7.2.** 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.
- **1.7.3.** take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.



- **1.7.4.** inform the Awarding Organisation immediately on discovery of any malpractice or maladministration, or potential malpractice or maladministration, in line with the Awarding Organisation's Malpractice and Maladministration Policy.
- 1.7.5. take reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents, whilst acknowledging that the Awarding Organisation must be able to conduct its own, independent, investigation of any such incident and may not accept that carried out by the Centre.
- **1.7.6.** adhere to any action plan for managing and rectifying the negative impact of any incidents of malpractice or maladministration put in place by the Awarding Organisation, including adherence to any deadlines therein.
- **1.7.7.** take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not re-occur in the future, as instructed or supported by the Awarding Organisation.
- **1.7.8.** deliver in full the actions required to manage and rectify any identified incidents of malpractice or maladministration within the timescales laid down by the Awarding Organisation.
- 1.7.9. 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, including, where necessary, without prior notice.
- **1.7.10.** take all reasonable steps to ensure that no Learner is disadvantaged by the incident, including, but not limited to, ensuring that any re-sit is financed by the Centre.
- 1.7.11. ensure that all learners are clearly advised of what might constitute learner malpractice, e.g. plagiarism, etc.

1.8. Moderation

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

1.9. Resources

1.9.1. use buildings that provide access for Learners for assessment purposes, in accordance with relevant equalities legislation.



- **1.9.2.** ensure that the full range of relevant, current equipment required to assess the qualification is supplied.
- **1.9.3.** adhere to any assessment requirements as per the qualification requirements.
- **1.9.4.** provide the necessary resources in accordance with any requirements outlined in the Awarding Organisation's qualification specification.
- **1.9.5.** maintain adequate systems and resources including where appropriate, equipment, materials and software to support the delivery of the qualification(s).
- **1.9.6.** ensure the security of any examination material in respect of storage and the handling process in line with the requirements of the Awarding Organisation.
- **1.9.7.** has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of the Awarding Organisation's qualifications.
- **1.9.8**. Has a suitable business continuity plan (disaster recovery plan) in place to ensure that the business can continue to meet its obligations in respect of this agreement if the key personnel are unavailable. This should include robust procedures for the retention and, where necessary, transfer of learner data to the Awarding Organisation in the event of the Centre being forced to close or otherwise being unable to continue to offer the qualifications referred to in this document.
- **1.9.9.** Has in place sufficient Professional Indemnity insurance cover to ensure that it can indemnify the Awarding Organisation as required in Section 3.1 of this Agreement.

1.10. Learner Registration and Certification

- **1.10.1.** register/enter Learners for assessment in an efficient manner and following the Awarding Organisation's timetables.
- **1.10.2.** registers each Learner in line with the requirements of the Awarding Organisation to ensure that each Learner is uniquely identified.
- **1.10.3.** takes appropriate and reliable steps to confirm each Learner's identity prior to assessment taking place, including checking officially recognised photographic ID.
- **1.10.4**. 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.
- **1.10.5.** recognise any restrictions regarding the minimum amount of time that Learners must be registered with the Awarding Organisation before certification, as well as the combination of units and or qualifications allowed.



- **1.10.6.** take reasonable steps to ensure that all relevant Centre staff understand how and when to apply for Learner registration and certification.
- **1.10.7.** take all reasonable steps to guard against fraudulent or mistaken claims for certificates.
- **1.10.8.** ensure that all Learner details registered for a qualification are accurate and complete prior to any request for certification being made.

1.11. Management of third parties and sub-contractors

- **1.11.1**. implement and maintain an effective system for the management of all third party and subcontracted services and ensure that all policies and requirements referred to in this agreement apply to these third parties and sub-contractors.
- **1.11.2.** ensure that where a partnership arrangement exists the respective roles and responsibilities are documented and made available to the Awarding Organisation as required.
- **1.11.3.** ensure that no satellite centres are opened or operated without the prior written consent of the Awarding Organisation.
- **1.11.4.** 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 subcontractors.
- **1.11.5.** ensure that all policies and requirements referred to in this agreement will apply to any satellite sites affiliated to the centre, for example remote assessment sites or delivery points.
- **1.11.6.** ensure it has effective communications systems in place with third parties, subcontractors and any satellite sites to keep them up to date with the requirements of the Awarding Organisation and the Regulators.

1.12. Withdrawal of approval and interests of Learners

- **1.12.1.** 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.
- **1.12.2.** take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point 1.12.1 above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.
- **1.12.3.** 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.



- **1.12.4.** make adequate financial provision for Learners who need to be allocated to an alternative Centre for the purposes of completing their qualification.
- **1.12.5.** ensure that records are maintained for at least 3 years from the date that the learner takes their assessment and that access to these records is provided to the Awarding Organisation or the Regulator on request, regardless of whether or not the withdrawal is voluntary or not from the Centre's perspective.

1.13. Being Active

- **1.13.1.** ensure that there is no period greater than 12 months in which the Centre does not register a candidate and request assignments for that candidate
- **1.13.2.** recognise that any period of 12 months or more in which no registrations are made may result in sanctions being applied, up to and including full removal of Centre Approval or refusal to renew Centre Approval

1.14. Invoicing

1.14.1. provide payment of all valid invoices presented by the Awarding Organisation as per the conditions of the Invoicing Policy.

2. Responsibilities of the Awarding Organisation

The awarding organisation hereby agrees that it will:

- **2.1.** set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications.
- **2.2.** publish and make available to the Centre a sanctions policy to be applied in the event that the Centre fails to comply with the requirements set out by the Awarding Organisation.
- **2.3.** take all reasonable steps to protect the interests of Learners at all times, including (but not limited to) where the Centre withdraws from the delivery of a qualification.
- **2.4.** specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification.
- **2.5.** provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes, including guidance for teachers.
- **2.6.** upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.



- **2.7.** publish and make available to the Centre a policy on how any allegations or suspicions of malpractice or maladministration will be investigated and managed by them.
- **2.8.** publish and make available to the Centre a policy on how any Appeals against assessment decisions, or any decisions taken in respect of sanctions against the Centre or a learner, will be dealt with.
- **2.9.** publish and make available to the Centre a policy(ies) on how any complaints or enquiries to the Awarding Organisation will be dealt with, whether the complaint is from a learner, a centre or any other third party.
- **2.10.** 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.
- **2.11.** publish and make publicly available a full qualification specification for each of the qualifications it offers.
- **2.12.** publish and make publicly available a Privacy Policy covering how it will handle personal information, including the information of learners and of Centre staff, etc. in line with the Data Protection Act 2018, the General Data Protection Regulations and the Privacy and Electronic Communications Regulations
- **2.13.** publish and make available to the Centre how any reasonable adjustments and special considerations should be applied for and how these will be considered.
- **2.14.** ensure that the Centre is kept up to date with all changes in policies, plus any relevant regulations or legislation which could affect the way that the qualifications offered under the Centre Approval are made available to learners, delivered, assessed or awarded.
- **2.15.** ensure that the qualifications and any associated materials are regularly reviewed to ensure that the information contained therein remains current and fit for purpose.

3. General Clauses to this Agreement

3.1. Indemnity

3.1.1. The Centre shall indemnify the Awarding Organisation against all liabilities, costs, expenses, damages, and losses (including but not limited to) any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all and other professional costs and expenses suffered or incurred by the Awarding Organisation arising out of or in connection with any claim made against the



Awarding Organisation arising out of or incurred by reason of any breach by the Centre of any of its obligations under the Agreement.

3.2. Termination

- **3.2.1.** Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party three months' written notice.
- **3.2.2.** Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
 - e) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - **h**) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; and



- i) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 3.2.3. Without limiting its other rights or remedies, the Awarding Organisation may terminate the Contract with immediate effect by giving written notice to the Centre if:
 - a) the Centre fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so; or
 - b) the financial position of the Centre deteriorates to such an extent that in the Awarding Organisation' opinion the Centre's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - c) the ownership, management, or control (within the meaning of section 1124 Corporation Tax Act 2010) of the Centre is transferred to a party who has previously lost the approval of the Awarding Organisation or another regulated awarding organisation or who in the reasonable opinion of the Awarding Organisation has shown itself not to be fit and proper in relation any involvement in the delivery or administration of regulated qualifications.
- 3.2.4. Without limiting its other rights or remedies, the Awarding Organisation may suspend provision of the Services under the Contract or any other contract between the Awarding Organisation and the Centre if the Centre becomes subject to any of the events listed in clause 2 above or the Awarding Organisation reasonably believes that the Centre is about to become subject to any of them, or if the Centre fails to pay any amount due under this Contract on the due date for payment.

3.3. Force Majeure

- 3.3.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Awarding Organisation including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Centre or any other party), failure of a utility service or transport network, natural disaster, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Centres or subcontractors.
- **3.3.2.** The Awarding Organisation shall not be liable to the Centre as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- **3.3.3.** If the Force Majeure Event prevents the Awarding Organisation from providing any of the Services for more than 4 weeks, the Awarding Organisation shall,



without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Centre.

3.4. Governing law

3.4.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

3.5. Jurisdiction

3.5.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

4. 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 accept that the Awarding Organisation may also seek to recover any financial loss incurred by them as a result of the Centre defaulting on the commitments made in this application.

I accept that the Awarding Organisation has the right to legally enforce any and all of the commitments made in this application.

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 Awarding Organisation by:

Signature:	Date:	
Name:		
Role:		

Signed for and on behalf of The Centre by:

Signature:	Date:	
Name:		
Role:		



ANNEX 2

Controller-to-Controller

Standard Contractual Clauses¹

Standard contactual clauses for the transfer of personal date from the European Community to third countries (controller to controller transfers).

Name of the date exporting organisation; National Association of Licenced Paralegals (also know as NALP) and its affiliates, and/or subsidiaries (collectively referred to as "NALP")

Other information needed to identify the organisation:

(the data exporter) (To Be Completed By the Centre)

And

Name of the data importing organisation: NALP As set forth in the agreement into which these clauses are incorporated

Definitions

For the purposes of the Clauses:

- (a) "personal data", "special categories of data", "process/processing", "controller", "processor", "data subject" and "supervisory authority" shall have the same meaning as in Directive 95/46/EC (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established";
- (b) "the data exporter" means the controller who transfers the personal data;
- (c) "the data importer" means the processor who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these Clauses and who is not subject to a third country's system ensuring adequate protection;

¹As set forth in Commission Decision 2004/915/EC with relevant sections completed. In the event of any conflict between the Standard Contractual Clauses maintained by the National Association of Licenced Paralegals, and the official version set forth by in Commission Decision <u>https://eur-lex.europaeu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915</u> the version maintained by the Official Journal of the European Union shall control.



(d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

Clause I

Obligations Of The Data Exporter

The data exporter warrants and undertakes that;

- (a) The personal data has been collected, processed and transferred in accordance with the laws appliable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advise) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unles the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidiential information, in which case it may remove such information, Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentially of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.



Clause II

Obligations Of The Data Importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alternation, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on intructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I (e).
- (f) As the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business



hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with:

- (i) the data protection laws of the country in which the data exporter is established, or
- (ii) the relevant provisions⁽²⁾ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data ⁽³⁾, or
- (iii) the data processing principles set forth in Annex A

Data importer to indicate which option it selects: (iii)

Initials of data importer:

- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer, and
- (ii) the third party data controller processes the personal data in accordance with the Commission decision finding that a third country provides adequate protection, or
- (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories or recipients and the fact that the countries to which data is exported may have different data protection standars, or
- (iv)with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

²["]Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

³However, the provisions of Annex A.5 concerning rights of access, reflection, deletion, and objection must be applied when this option is chosen and takes precedence over any comparable provisions of the Commission Decision selected



Clause III

Liability And Third Party Rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically exluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept juirisdiction for this purpose in the data exporter's country of establishment In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

Clause IV

Law Applicable To The Clauses

These clauses shall be goverened by the law of the coutry in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause

Clause V

Resolution Of Disputes With Data Subjects Or The Authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in



the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

apeal is possible

Clause VI

Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
- (i) The transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
- (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- (v) a petition is presented for the administrion of winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a truestee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii) or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in releation to the country (or a sector thereof) to which the data is



transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The Parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

Clause VII

Variation Of These Clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

Clause VIII

Descripton Of The Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that annex B may contain confidential business information which they will not disclose to third parties, excpet as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.



Annex A – Data Processing Principles

- **1.** Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
- 2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
- **3.** Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
- 4. Secuirty and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or acces, presented by the processing. Any person acting under the authority of the data controller, including a processory, must not process the data except on instructions from the data controller.
- 5. Rights of access, rectification, deletion and objection: As provided in Article 12 of directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons, other than the individual, would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justification before proceeding to rectification, amendment or deletion. Notification of any rectification, amendement or deletion to third parties, to whom the data has been disclosed, need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.



- 6. Sensitive data: The data importer shall take such additional measures (e.g relating to security, as are necessary to protect such sensitive data in accordanc with its obligations under clause II.
- 7. Data used for marketing purposes: Where data is processed for the purposes of direct marketing, effective procedures should exist allowing the data subject any time to "opt-out" from having his data used for such purposes.
- 8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision, or otherwise to make representations to the parties.

Or

(b) Where otherwise provided by the law of the data exporter.



Annex B – Description Of The Transfer

(To be completed by the parties)

Data Subjects

The personal data transferred concern the following categories of data subjects

(please specify):

Those individuals assocated or potentially associated with incorporated and unincorporated orgainsations processed in accordance with the importer's Agreement with the exporter.

Purpose Of The Transfer(s)

The transfer is made for the following purposes

(please specify):

The objective of processing of personal data is to fulfil the performance of the products and services described in the Agreement and to permit the Customer to use the data in accordance with the Agreement.

Categories Of Data

The personal data transferred concern the following categories of data

(please specify):

Email addresses, names, contact details, job titles, residential or business address; photography; employer; academic title and qulaifications; career history; driving license; attendace records; job title; gender; professional telephone number (including mobile



telephone number); marital status; credit score or limit, risk failure and delinquency score; payment information; type of business; IP address; cookie data; login credientials (username and password); traffic data; images and sounds

Recipients

The personal data transferred may be disclosed only to the following recipients or categories or recipients

(please specify):

The data will be disclosed in accordance with the terms of the Agreement.

Sensitive Data (if appropriate)

The personal data transferred concern the following categories of data

(please specify):

No categories of Sensitive Information are contemplated to be transferred under the Agreement.

Data Protection Register Information Of Data Exporter

(where applicable):

Additional Useful Information

(storage limits and other relevant information):



Contact Points For Data Protection Enquiries

Data Exporter: Chief Privacy Officer Nataional Association of Licensed Paralegals Lincoln House 1-3 Brixton Road London SW9 6DE

> Email: info@nationalparalegals.co.uk Tel. 0207 112 8034

Data Importer:

As set forth in the agreement into which these clauses are incorporated