National Association of Licensed Paralegals

UK Centre Application & Agreement

Document Specification:			
Purpose:	For use by applying Centres from within the UK who wish to offer NALP qualifications within the UK.		
Accountability:	Governing Board	Responsibility:	Responsible Officer
Last Review date:	November 2026	Next Review due:	November 2027
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National Association of Licensed Paralegals (NALP)

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Contents

A. Centre Information 3
B. Centre Staff 7
C. Qualifications Applied for 9
D. Centre Policies and Documents 11
E. Additional Information 12
F. Statement of Compliance 13
G. Cost of Application for Centre Approval 14
H. Submission of Application Form 15
ANNEX 1 16

A. Centre Information

Centre name		
Legal trading name (if different from above)		
Company Registration Number: (if applicable)		
Type of organisation (e.g. FE college, private training provider, university, etc.)		
Main address:		
	County:	
	Postcode:	
Delivery method to be used for NALP qualifications:	Distance/online only ☐ Classroom only ☐ Blended learning ☐	
If classroom and/or blended learning, please confirm address for delivery:	Same as main address ☐	
Main telephone number (including area code)**:**		
Main email address:		

Website address:	
Registered company address (if different from above)	
Name of CEO/Managing Director/Owner:	
How will NALP qualifications be funded at your Centre?	Publicly funded ☐ Self-funded ☐ Other ☐
If other, please give details:	
Governance of your organisation	☐ Under the governance of the national or municipal authority ☐ Private establishment
Is the Centre registered for VAT?	Yes ☐ No ☐
If yes, please provide VAT Registration Number:	
Is your organisation part of a group of companies or owned by another company?	Yes ☐ No ☐
If yes, please provide details of the (ultimate) parent company	
Has your organisation ever been subject to any legal financial proceedings?	Yes ☐ No ☐

If yes, please give details	
Has your organisation, or any of the persons named in this application ever been convicted of any of the following:	
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 ☐
If you have indicated yes to any of the above, please provide details:	
Do any of the following apply to your organisation, or any of the persons named herein in your organisation:	
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 any taxes or levies due to HMRC?**	Yes ☐ No ☐
e) **information from awarding organisations has identified significant irregularities in the delivery of qualifications?**	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 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 ☐ *(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)*

Are there any other issues which will or might have an adverse effect on your Centre, NALP or the qualifications?	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 Officer (i.e. responsible for the overall administration of Learner registrations, certifications and security of assignments/assessments)	Name:	
	Email:	
	Direct Telephone No:	
Named Main Centre Contact (i.e. person who will be dealing with NALP on a day-to-day basis)	Name:	
	Email:	
	Direct Telephone No:	
Quality Nominee (responsible for quality assurance)	Name:	
	Email:	
	Direct Telephone No:	
Finance (i.e. contact for invoicing queries and payments)	Name:	
	Email:	

	Direct Telephone No:	
Marketing/PR Contact	Name:	
	Email:	
	Direct Telephone No:	

	Name	**CV / qualifications provided**
Teaching / Training Staff Please provide a list of all teaching staff that will be involved in the delivery of NALP qualifications and indicate if their CV / qualification certificates have been provided. Please continue on Section E if necessary.		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		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:
NALP Level 3 Diploma for Paralegal Technicians	Yes ☐ No ☐	Year 1: Year 2: Year 3:
NALP Level 4 Diploma for Associate Paralegals	Yes ☐ No ☐	Year 1: Year 2: Year 3:
NALP Level 5 Diploma for Senior Associate Paralegals	Yes ☐ No ☐	Year 1: Year 2: Year 3:
NALP Level 7 Diploma in Paralegal Practice	Yes ☐ No ☐	Year 1: Year 2: Year 3:
Are enrolments term tied or continuous throughout the year?	Term-tied ☐ Continuous ☐	
If term-tied, please provide dates of enrolment during the year:		
Does your Centre intend to enrol Learners on an individual or cohort basis?	Individual ☐ Cohort ☐	

Register interest in future qualifications

NALP has a new Level 6 and a new version of the Level 7 qualification in development for launch in the future. Please indicate below if you would like to register your interest in delivering these qualifications:

Qualification Name	Expected Launch	Register Interest?
NALP Level 6 Diploma for Paralegal Practitioners	2027	Yes ☐ No ☐

If there are any other Paralegal-specific qualifications you would like to see NALP offer in future? If so, please provide details:

Apprenticeship End Point Assessments

Does your organisation offer Paralegal Apprenticeships?	Yes ☐ Not yet (may do in future) ☐ Not interested ☐
Would you like to hear more about NALP's End Point Assessments?	Yes ☐ No ☐

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**
Organisational Structure Chart	Yes ☐ No ☐
Health & Safety Policy	Yes ☐ No ☐
Employer and Public Liability Insurance (or similar)	Yes ☐ No ☐
Data Protection/Privacy Policy (meeting GDPR requirements)	Yes ☐ No ☐
Equality and Diversity Policy applicable to Learners including the Centre's policy for provision of reasonable adjustments	Yes ☐ No ☐
Complaints procedure	Yes ☐ No ☐
Centre Malpractice procedure	Yes ☐ No ☐
Centre Appeals procedure	Yes ☐ No ☐
Centre Quality Assurance Policy/internal verification procedures (applicable to Professional Skills)	Yes ☐ No ☐
Academic Policy	Yes ☐ No ☐
Registration Procedures and associated forms	Yes ☐ No ☐
Admissions Policy	Yes ☐ No ☐
If any of the above are contained within a single handbook or policy manual, please provide details:	

E. Additional Information

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 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:

Statement	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 • Recognition of Prior Learning Policy • All relevant Qualification Specifications • Centre Handbook	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 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 may be responsible for any out-of-pocket expenses incurred by NALP in order to undertake reasonable quality assurance on a risk-based approach 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 Conflicts 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 (on the NALP Centre Portal) within 21 days of their enrolment with a Centre OR as soon as Learners have access to any NALP learning materials, whichever is 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 UK Centre Approval is £480 (payable annually). The fee is non-refundable and is payable at the time of submission of the application.

Should an outstanding invoice be more than 30 days in arrears, or not paid in full, NALP reserves the right to suspend services including blocking all access to the Centre Portal which would prevent the Centre from requesting assessments for Learners until the outstanding amounts have been settled.

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)

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:

admin@nationalparalegals.co.uk

ANNEX 1

CENTRE AGREEMENT

DATE OF AGREEMENT: *[Insert Date]*

PARTIES TO THIS AGREEMENT

1. National Association of Licensed Paralegals (NALP) of Tregarvon Studios, Rhiwlas, Ffair Rhos, Ystrad Meurig, Ceredigion, Wales, SY25 6BN ('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 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. 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. Centres wishing to terminate their agreement, must give three months notice prior to the end of the current year.

INTERPRETATIONS

Centre means an organisation undertaking the delivery of learning materials, tutorial support and, potentially, assessments 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. Awarding Organisations are also referred to as Awarding Bodies by some regulatory bodies.

Conditions of Recognition means the General Conditions of Recognition issued by Ofqual, as amended from time to time.

Regulatory Authority(ies)/Regulator(s) 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.

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 UK General Data Protection Regulations, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003) and make these records available for external quality assurance and auditing purposes, as required by the Awarding Organisation and/or the Regulator.

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 undertaken by NALP as part of its regulatory responsibilities.

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, Ethical Conduct and Professionalism

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 delivery 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. ensure all staff handling Learner data receive adequate training in data protection, including cybersecurity best practices.

1.4.5. supply staff CVs and other evidence (for example original certificates) to the Awarding Organisation in a timely manner upon request, including on application and when there has been a change of staff.

1.4.6. have in place appropriate staff and relevant systems before the qualifications are made available in accordance with the requirements of the qualification(s).

1.4.7. 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.

1.4.8. ensure effective communications systems are in place internally to keep all relevant staff informed of current Awarding Organisation policies and procedures.

1.4.9. ensure that quality assurance and management processes are in place that apply across all satellite locations.

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

1.4.11. ensure that all Centre staff conduct themselves with integrity, professionalism, and fairness when interacting with Learners, the Awarding Organisation, and Regulatory Authorities.

1.4.12. implement a code of conduct that sets clear expectations for ethical behaviour and professionalism among staff, including policies on conflicts of interest.

1.4.13. take appropriate disciplinary action in cases of unethical behaviour, misconduct, or breaches of professional standards.

1.4.14. proactively identify and mitigate any potential conflicts of interest within the Centre that may impact qualification delivery, assessment, or learner outcomes.

1.4.15. ensure Learners are made aware of ethical standards, including academic honesty, and the consequences of dishonest practices.

1.5. Legislation

1.5.1. undertake the delivery of the qualification in accordance with the requirements of the Awarding Organisation the Regulator, 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 UK General Data Protection Regulations and the Privacy and Electronic Communications Regulations, in relation to all Learner data.

1.5.4. inform the Awarding Organisation immediately in the event of a data breach and cooperate fully in any investigations or remedial actions.

1.5.5. comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time.

1.5.6. 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. Learner Support and Well-being

1.6.1. provide appropriate academic and pastoral support to Learners to promote a positive learning experience and enhance completion rates.

1.6.2. ensure Learners have access to clear information regarding support services, including guidance on mental health and well-being.

1.6.3. make reasonable accommodations for Learners with disabilities or additional learning needs, in line with the Equality Act 2010 and communicate with the Awarding Organisation any requests for reasonable adjustments and special considerations in a timely and effective manner.

1.6.4. ensure all Learners receive fair treatment, free from discrimination, harassment, or bias, and implement procedures for addressing any grievances.

1.6.5. maintain an effective safeguarding policy for Learners under the age of 18 or vulnerable adults, including DBS checks for relevant staff.

1.7. Complaints and Appeals

1.7.1. 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 the Regulator.

1.7.2. adhere to the Awarding Organisation's appeals process and provide appropriate information and support to enable Learners to access the appeals process.

1.8. Malpractice and Maladministration

1.8.1. 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.

1.8.2. 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.

1.8.3. take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.

1.8.4. 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.

1.8.5. 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.

1.8.6. 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.

1.8.7. 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.

1.8.8. 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.

1.8.9. 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.

1.8.10. 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.

1.8.11. ensure that all learners are clearly advised of what might constitute learner malpractice, e.g. plagiarism, misuse of AI, etc.

1.9. Resources

1.9.1. must not modify, replicate or repurpose learning materials, learner guides, qualification specifications, assessment materials, sample questions, and any other such resource belonging to the Awarding Organisation which is provided to the Centre, and ensure it is is only used towards the delivery of the Awarding Organisation's qualifications.

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

1.9.3. ensure that the full range of relevant, current equipment required to assess the qualification is supplied.

1.9.4. adhere to any assessment requirements as per the qualification requirements.

1.9.5. provide the necessary resources in accordance with any requirements outlined in the Awarding Organisation's qualification specification.

1.9.6. maintain adequate systems and resources – including where appropriate, equipment, materials and software – to support the delivery of the qualification(s).

1.9.7. regularly review and improve teaching, assessment, and administrative processes to enhance quality and efficiency.

1.9.8. ensure the security of any examination material in respect of storage and the handling process in line with the requirements of the Awarding Organisation.

1.9.9. has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of the Awarding Organisation's qualifications.

1.9.10. 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.

1.9.11. 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, using the Awarding Organisation's Centre Portal.

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. ensure that any requirements for Reasonable Adjustments are identified and passed to the Awarding Organisation, together with any supporting evidence, at the time of, or as soon as possible after, the registration of a learner.

1.10.5. ensure that, where a Learner has prior achievements that may be recognised by the Awarding Organisation under its 'Recognition of Prior Learning' policy are identified and passed to the Awarding Organisation, together with any relevant supporting evidence, at the time of, or as soon as possible after, the registration of a learner.

1.10.6. 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.

1.10.7. take reasonable steps to ensure that all relevant Centre staff understand how and when register learners.

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

1.10.9. ensure that all relevant Centre staff are aware that all NALP qualifications are externally assessed, meaning that all assessment decisions are made exclusively by NALP.

1.10.10. 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 any third-party service providers handling Learner data comply with relevant data protection regulations and agreements.

1.11.3. ensure that where a partnership arrangement exists the respective roles and responsibilities are documented and made available to the Awarding Organisation as required.

1.11.4. ensure that no satellite centres are opened or operated without the prior written consent of the Awarding Organisation.

1.11.5. 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.

1.11.6. 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.

1.11.7. 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 1.11.1 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.

1.12.6. where it is not possible for the Centre to maintain records for the required time, that arrangements will be made to transfer these to NALP for safekeeping.

1.12.7. ensure that the Centre Exit Agreement is completed and provided to NALP within 10 days of notification of intended withdrawal/surrender of approval, a copy of which is available by emailing admin@nationalparalegals.co.uk.

1.13. Being Active

1.13.1. ensure that the annual renewal is completed via the Centre Portal

1.13.2. ensure that there is no period greater than 12 months in which the Centre does not register a learner and request assessments for that learner.

1.13.3. ensure enrolment of at least 10 learners per annum, unless otherwise agreed with the Awarding Organisation.

1.13.4. 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.

1.13.5. actively market the Awarding Organisation's qualifications that the Centre has applied to deliver. Any removal or lack of visibility for an extended period may be considered a withdrawal of interest in delivering the Awarding Organisation's qualifications.

1.13.6. actively engage with the Awarding Organisation.

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.

1.14.2. remain responsible for settling outstanding invoices related to learner fees, replacement certificates, appeals, or memberships, even after withdrawal or termination of approval.

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 (contained within its Malpractice and Maladministration 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 UK 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 reasonably 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 which is confirmed as 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;

d) 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 <u>The Awarding Organisation</u> by:

Signature:		Date:	
Name:			
Role:			

Signed for and on behalf of <u>The Centre</u> by:

Signature:		Date:	
Name:			
Role:			