



Terms and Conditions of Partnership Award Scheme Agreement

(Section 3 – Partnership Award Form)



If you agree Partnership Award Form Section 3 – Declaration and Agreement by Head of Centre (Document Number: EBMA824QA/PA) on the behalf of your organisation (Section 1 of Partnership Award Form), you will be entering into a legally binding agreement with Education for Business Managers and Administrators (thereafter EBMA).

This document provide details of terms and conditions you are agreeing

a) My organisation will retain a copy of the learner's registration, assessment records for a period of three years following certification of the learner.

a.1 – You are agreed to comply with EBMA Registration policy (Document Reference: 803-023) to register students. Registration policy is available to download from EBMA website in the following link <https://www.ebma.org.uk/registering-candidates.html>

Before offering admission to students, you must ensure that you checked entry requirements of learners (section 6 of Registration Policy), whereas you will pay 25% extra fee for late registration (section 7 of Registration Policy).

a.2 – You are agreed to comply with EBMA Assessment and Internal Quality Assurance Guidance, available at <https://www.ebma.org.uk/assessment-and-quality-assurance-strategy.html>.

a.3 – You must ensure to follow the operations of internal moderation process (section 4 of Guidance for Centres to Undertake Internal Moderation) in order make assessment processes valid, authentic, reliable, current, sufficient and fair.

a.4 – You are agreed to comply with EBMA Claiming Certificate Policy (available at <https://www.ebma.org.uk/claiming-certificates.html>). In order to process your students' certificates, you are agreed to provide sample learners assessed work, passport copy of each learner, Internal Quality Assurance Report of Assessment with completed registration and certification form.

a.5 – You are agreed to maintain all learner records and details of achievement in relation to registration a.1, assessments and quality assurance of assessments (a.2, a.3) and certification (a.4) in an accurate, timely and secure manner in line with the requirements of EBMA and applicable Data Protection Legislation and make these records available for quality assurance purposes and as required by EBMA or its partner awarding organisation or regulators. You must ensure that there are appropriate security measures and safeguards against the possible loss of learners' record.

b) I confirm that the assessment procedure will be open, fair and free from bias.

b.1 – You must have the staff, resources and systems necessary to support the assessment of units and, where necessary, the recording of and dealing with claims of credits transfer, equivalent unit(s) and recognition of prior learning.

b.2 – You must have arrangements in place that allow for recognition of prior learning (RPL). Guidance of RPL policy is available at <https://ebma.org.uk/rpl.html>

b.3 – You are agreed to comply with the conduct for coursework and/or examinations or any additional requirements specified by EBMA.



- b.4 – You are agreed that you have assessment policy to comply with EBMA Assessment and Moderation Strategy and Equality and Diversity Policy to ensure assessment practices have a regard to equal opportunities and avoidance of discrimination.
- b.5- You must ensure that your staff will not discriminate any learners in the assessment processes on the grounds of age, disability, gender or gender reassignment, marital status including civil partnerships, race, religion or belief, or sexual orientation.

c) I confirm that we will implement the agreed equal opportunities access and fair assessment policies and procedures.

- c.1 – You must have fair assessment policies and procedures to deliver qualifications listed in Partnership Award Form (Ref: Section 2: Qualification Information).
- c.2 – You must have Equality and Diversity Policy to deliver assessment fairly without any discrimination (reference - b.5) of qualifications listed in Partnership Award Form (Ref: Section 2: Qualification Information).
- c.3 – You are agreed to comply direction of EBMA Equality and Diversity Policy and comply with applicable Equalities Law to deliver qualifications listed in Partnership Award Form (Ref: Section 2: Qualification Information).
- c.4 – You are agreed to implement fair assessment policies and procedures and equality policies in your organisation (Ref: Section 1: Centre Information)

d) I confirm that information supplied to the EBMA for the purposes of registration and certification will be completed and accurate.

- d.1 – You are agreed to provide learners Full Name as per Passport, Date of Birth, Gender, home address with postal code, valid email address, mobile or telephone number, a scan copy of passport, qualification title, date of learners' registration and potential date of course completion to EBMA at the time of registration.
- d.2 – You are agreed to register minimum 500 learners per annum on each qualification listed in Partnership Award Form (Ref: Section 2: Qualification Information) and pay registration fees as per EBMA Registration policy (Document Reference: 803-023) and Invoicing Policy (Document Reference: F302 V2). Registration fees of the Partnership Award Scheme qualifications are
 - Level 3 Diploma in Business Innovation and Entrepreneurship - £180
 - Level 4 Certificate in Business Management - £240
 - Level 5 Diploma in Business Management - £280
 - Level 6 Diploma in Business Administration - £320
 - Level 7 Certificate in Business Management - £360
 - Level 8 Diploma in Strategic Management - £720
- d.3 – You are agreed to settle (pay) registration fees to EBMA of minimum learners numbers each year (of qualifications listed in d.2), effective from the date you will sign the Section 3 of Partnership Award Form Document Reference - EBMA824QA/PA to cover the cost of Partnership Award Scheme each year.
- d.4 – You are agreed to pay any additional cost (if specified) in any other potential future agreement in addition to this agreement to claim Qualification certification of Partnership Award Scheme.



d.5 – You are agreed to submit (electronically to info@ebma.org.uk) the correct registration and certification details and accurate number of students in order for EBMA to produce invoices at the time of registration and at the time of claiming certificates.

d.6 – You are agreed that all invoices should be paid within 30 days of the invoice issue date. EBMA shall not under any circumstances be responsible or liable for any refunds in relation to Fees paid for in-accurate information provided by the organisation (Section 1 of Partnership Award Form; Document Reference - EBMA824QA/PA).

e) I confirm that the content of the qualification is original and does not involve any third party copyright / intellectual property right issues.

e.1 – You are ensured that that the information in the Partnership Award Form (Ref: Section 2: Qualification Information) is not copied or plagiarised from any third party intellectual property.

e.2 – You are agreed that the information in the Partnership Award Form (Ref: Section 2: Qualification Information) belongs to you (Ref: Section 1: Centre Information). Any cost or legal matter raised by third party relating to copyright or intellectual property of qualifications you have provided in the Section 2: Qualification Information will exclude EBMA of that matter.

f) I have authorised the Centre Coordinator to act as a coordinator for EBMA / point of contact.

f.1 – You are agreed to appoint the centre coordinator for day to day correspondence with EBMA.

f.2 – You are agreed to ensure that your centre coordinator will

- Have relevant experience and expertise in assessment management and quality assurance;
- Possess the necessary authority and time to ensure that management, assessment, administration and internal quality assurance procedures are implemented correctly and consistently across the centre;
- Have a regular contact with teachers, assessors and internal moderators;
- Liaise closely with staff members within the centre to provide guidance and instructions provided by EBMA;
- Inform EBMA for any risk that could have an adverse effect in the delivery of EBMA (or its partner awarding organisation) qualifications and assessments;
- Register learners with EBMA in accordance with registration policy and as per these terms and conditions;
- Ensuring invoices are paid within agreed terms;
- Ensuring centre has suitable staff to deliver of qualifications;
- Ensuring centre staff attend EBMA standardisation events and participate in Continuous professional development trainings.
- Sufficient and effective support is available to centre staff (e.g. teachers, assessors and moderators) for the confirmation of decisions of assessors and internal moderation;
- Ensuring assessors and internal moderators are able to apply equal opportunities principles to assessment;



- Ensuring appropriate record is maintained within the centre and to facilitate on-going awarding organisation visits.
- Ensuring learners are clearly and uniquely identified for all qualifications and that proof of learners' identities is obtained via phototropic evidence for assessments (e.g. conduct of examination and/or coursework);
- Ensuring security arrangements for confidential information are accordance with EBMA confidentiality policy.
- Ensure administration of assignments are accordance with instructions for coursework;
- Ensure administration of examinations are accordance with conduct of examinations;
- Ensure certificates issued by EBMA are securely stored prior to issue to learners;
- Ensure all general correspondence with EBMA is disseminated promptly to all relevant people within the centre.

g) My organisation will not undertake any activity or advertising that could bring the name of EBMA into disrepute.

g.1 – You are agreed to ensure that you will not perform any activity or advertise EBMA name, its qualification, logo, or any other intellectual property which may damage EBMA reputation.

g.2 – You are agreed to bear all damages, payable to EBMA based on your non-compliance with g.1.

h) I understand that centre and qualification approval is subject to review, and if quality is not maintained approval may be withdrawn.

h.1 – You are agreed to ensure these terms and conditions will be enforced from the date you will sign Partnership Award Form; Document Reference - EBMA824QA/PA.

h.2 – You are agreed to not to perform any malpractice or maladministration during and after this agreement terminated. The agreement has no expiry date, however, EBMA can terminate this agreement by taking action under its Malpractice and Maladministration Policy (Available at, <https://ebma.org.uk/files/Suspected-Malpractice-and-Maladministration-Policy-and-Procedure.pdf>).

h.3 – Both parties also have right to terminate agreement subject to at least three years written notice so that registered students can complete their qualification and achieve Certification. At the time of termination notice by either party, EBMA will not accept any registration.

h.4 – You are agreed that all Charges which are owed to EBMA by the organisation (Section 1 of Partnership Award Form; Document Reference - EBMA824QA/PA) on the date of termination shall become immediately payable.

h.5 – EBMA will review Partnership Award Scheme terms and conditions every three years to ensure organisation (Section 1 of Partnership Award Form; Document Reference - EBMA824QA/PA) compliance with terms and conditions are maintained.

h.6 – Neither party shall be liable for any delay or failure to perform its obligations under this agreement arising from fires, floods, acts of God, strikes, riots or any other cause beyond its reasonable control ("force majeure") provided the affected party notifies the other immediately and in the case of EBMA takes all reasonable measures to mitigate the effects of the force majeure on its obligations and to resume the performance of its obligations as soon as possible after the force majeure.



h.8 – You are agreed that in no circumstances shall EBMA be liable (1) for any losses, damages, costs and/or expenses arising from events outside its reasonable control, (2) for any consequential, economic, indirect or special loss howsoever arising, and/or (3) for any loss of profits, revenue, business, opportunity, goodwill, interest or savings (whether direct or indirect) provided nothing in this clause shall be construed so as to exclude or limit a party's liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or limited.

i) I confirm that my organisation will maintain all resources such as staff of appropriate calibre, competence, experience and record of accomplishment for the effective qualification delivery.

i.1 – You are agreed to maintain teaching and learning resources for your staff and learners.

i.2 – You are agreed to ensure that your organisation (Section 1 of Partnership Award Form; Document Reference - EBMA824QA/PA) has at least 1 Quality Assurance Officer to prepare internal quality report of assessment practices of each learner and review assessors' judgements against the assessment criteria and learning outcomes. Your Quality Assurance Officer should be qualified to have an approved V1 or work towards the Level 3 Certificate in Internal Quality Assurance of Assessment (or an equivalent qualification).

i.3 – You are agreed to ensure that your organisation (Section 1 of Partnership Award Form; Document Reference - EBMA824QA/PA) has assessor to mark learners work that should not be an Internal Quality Assurance Officer to avoid conflict of interest.

i.4 – You are agreed to ensure that your organisation (Section 1 of Partnership Award Form; Document Reference - EBMA824QA/PA) has online learning platform or campus with learning and teaching resources for Learners, Tutors, Assessors and Quality Assurance Officer.

i.5 – You are agreed to keep record of all learners registration and certification for at least minimum 3 years.

j) I confirm that my organisation will maintain the compliance with EBMA in carrying out reasonable monitoring activities and investigations.

j.1 – You must maintain the compliance with EBMA terms and conditions by informing us any changes to organisational structure or existence.

i.2 – You must promptly notify EBMA if the organisation (Section 1 of Partnership Award Form; Document Reference - EBMA824QA/PA) or a staff member name written in the Partnership Award Form is convicted of a criminal offence; or is held by a court or any professional, regulatory, or government body to have breached any provision of Competition Law, Equalities Law, or Data Protection Law; or is held by a court or any professional, regulatory or government body to have breached a provision of any other legislation or any regulatory obligation to which it is subject, or becomes insolvent or subject to corporate financial restructuring or bankruptcy proceedings.

j.3 – You must maintain the compliance with EBMA by not using EBMA partners/regulator logo on any of our qualification specification, marketing material, and website or on non-regulated qualifications.

j.4 – You must maintain the compliance with EBMA by ensuring that all information for the learners registration and certification are accurate, invoices are paid in relation to EBMA services, minimum registration cost is paid each year, records of students registration, certification are maintained, assessment is as per qualification specification, staff have competence to deliver,



- assess and quality assurance qualifications, and any incidents that could have adverse effect are reported to EBMA.
- j.5 – You must maintain the compliance with EBMA by ensuring that EBMA, its partner awarding organisation or regulator have access to information relating to registration, assessment, certification to carry out EBMA responsibility for any investigation in relation to maintain the integrity of the qualification and assessment as per Partnership Award Form (Section 2).
- k) I declare that the information given above in section and all appropriate documentation attached with this application is true to the best of my knowledge. I further acknowledge that I have read and understood and agreed to adhere to the procedures and policies in respect of this application.**
- k.1 – You are agreed to provide accurate information in the Partnership Award Form.
- k.2 – You are agreed that you have read and understood these terms and conditions and will comply with them to keep this agreement current and enforceable.
- k.3 – You are agreed that you have read and understood procedures and policies written in the page <https://ebma.org.uk/partnership-award-scheme.html>.
- k.4 – You are agreed that you have read and understood Requirements for Centre in section of Support and Training of each qualification specification, available at <https://ebma.org.uk/qualifications.html>.
- k.5 – You are agreed that this is the only agreement between EBMA and the organisation (Section 1 of Partnership Award Form) in relation to Partnership Award Scheme. It will not replace any previous or future representations, agreements, negotiations and understandings between both parties.
- k.6 – You are agreed that you have read and understood Procedures and Policies requirements in relation to registration, payment of invoices, claiming certification, assessments, RPL recognition, Managing Malpractice, Apply for Reasonable adjustment and Special consideration, Enquires and Appeals and Training for centre staff, available at <https://ebma.org.uk/registering-candidates.html>
- k.7 – You are agreed that these Conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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