ACCREDITATION LICENCE

issued by

THE SCOTTISH QUALIFICATIONS AUTHORITY

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SCHEDULE

ACCREDITATION LICENCE

issued by

THE SCOTTISH QUALIFICATIONS AUTHORITY, a non-departmental public body established under the Education (Scotland) Act 1996 and having its principal offices the Optima Building, 58 Robertson Street, Glasgow G2 8DQ (hereinafter referred to as **SQA**)

in favour of

the Licensee referred to in the Schedule to this Licence.

Background

1 SQA is authorised to regulate awarding bodies and the qualifications they offer under the Education (Scotland) Act 1996;

2 SQA, via its accreditation function which operates as SQA Accreditation, accredits the qualifications described in the Schedule (the "**Qualifications**") and approves the Licensee as the awarding body in respect of the Qualifications;

3 It is a condition of accreditation that the Licensee complies with the terms and conditions of this accreditation licence.

1 Interpretation

1.1 In this Licence and the Schedule:

"**Confidential Information**" means all confidential information of SQA from time to time (in whatever medium stored) including all business, financial and operational information, know-how and trade secrets in relation to the activities of the SQA and all information in respect of which SQA is bound by an obligation of confidence to a third party;

"Fees" means the licence fees payable by the Licensee to SQA as set out in the Schedule;

"Intellectual Property" means all intellectual and/or industrial property of SQA in any part of the world including but not limited to the SQA name and logos and all other copyrights and any registered or unregistered trade marks owned by SQA;

"Schedule" means the schedule annexed to this Licence;

1.2 References to any of the parties shall include their respective personal representatives, successors in title and permitted assignees.

1.3 Any reference in this Licence to a statute or other legislation shall include any amendment or re-enactment thereof.

1.4 References to a person include references to any individual (including that individual's legal personal representatives), firm, company, corporation or other body corporate, government, state, agency of a state, local authority or any unincorporated association, joint venture or partnership (whether or not having a separate legal personality).

2 The Licence

2.1 The Licence shall apply from the Effective Date until it is withdrawn or terminated.

2.2 The Licence is non-exclusive.

2.3 The Licence is personal to the Licensee and may not be assigned or transferred to any other person.

3 Licensee's obligations

3.1 The Licensee must for the duration of this Licence:

3.1.1 comply with the regulatory principles as published by SQA from time to time;

3.1.2 comply with all reasonable regulatory guidance and instructions issued by the SQA to the Licensee from time to time in so far as relevant to the Qualifications;

3.1.3 provide such information in relation to the Qualifications and the Licensee as SQA may reasonably require;

3.1.4 attend such meetings as SQA may reasonably require in relation to this Licence and the Qualifications; and

3.1.5 not do (or omit to do) any act or thing which might reasonably be anticipated to have an adverse effect on the reputation of SQA or its business or operations.

4 The Qualifications and certificates

4.1 The Licensee must for the duration of this Licence:

4.1.1 ensure continuous quality assurance, technical standards and service improvement in relation to the provision of the Qualifications, subject to seeking the prior consent of SQA in relation to any material changes which may be required to any element of the Qualifications;

4.1.2 develop and implement a marketing and publicity strategy designed to promote and maximise enrolment of candidates for the Qualifications, to the reasonable satisfaction of SQA;

4.1.3 implement any reasonable request by SQA to revise the Qualifications, or any document, policy or system which is relevant to the Qualifications; and

4.1.4 provide SQA with any other information it reasonably requires.

4.2 The Licensee must:

4.2.1 issue a certificate containing the information referred to in condition 4.2.2 to each candidate which completes the requirements for a Qualification, in addition to any certificate or record issued to a candidate in respect of attainment of any constituent part or parts of the Qualification;

4.2.2 the information referred to in condition 4.2.1 is:

4.2.2.1 the SQA Accreditation logo for awarding bodies;

4.2.2.2 a reference to SQA as the accrediting body via its accreditation function which operates as SQA Accreditation

4.2.2.3 the title of the Qualification;

4.2.2.4 the name of the Licensee as the awarding body; and

4.2.2.5 the date of issue,

4.2.3 ensure that the form and style of the certificates to be issued pursuant to condition 4.2.1 are agreed with SQA;

4.2.4 not issue any certificate bearing reference to SQA following the withdrawal or termination of this Licence (other than to candidates who have completed the requirements for the Qualification prior to the date of such withdrawal or termination); and

4.2.5 not issue any certificate bearing reference to SQA other than to a candidate who has completed the requirements for a Qualification.

5 Fees and invoicing

5.1 The Licensee shall pay to SQA the Fees (if any) and all other amounts properly due to SQA in connection with this Licence.

5.2 The Licensee shall pay late payment interest on Fees or other amounts which are not paid to SQA on the date such amounts are due at the rate of 7% above the base rate (from time to time) of the Bank of England. Late payment interest will be calculated on a daily basis from the day that any amount is due until it is paid, but will not be compounded.

6 Intellectual property

6.1 The Licensee acknowledges SQA's full rights in the Intellectual Property.

6.2 The Licensee may, for the duration of this Licence, reproduce the SQA Accreditation logo for awarding bodies and make reference to SQA as the accrediting body in any material promoting, providing information on, or otherwise relating to the Qualifications.

6.3 In its use of the Intellectual Property pursuant to this Licence the Licensee shall:

6.3.1 use the Intellectual Property in accordance with the directions of SQA;

6.3.2 not do anything which damages the value or reputation of the Intellectual Property;

6.3.3 not permit any third party to use or otherwise infringe the Intellectual Property; and

6.3.4 notify SQA immediately of any unauthorised use or infringement of the Intellectual Property or any threat thereof.

6.4 The Licensee shall not directly or indirectly attempt to register or register any Intellectual Property belonging to SQA and in particular but not limited to the SQA Accreditation logo or anything which uses or incorporates it or anything confusingly similar to it.

7 Indemnity

7.1 The Licensee shall indemnify SQA against any and all costs, expenses, charges or other claims which may at any time or from time to time be made against SQA, or for which it may be held responsible, arising out of any act or omission of the Licensee.

8 Withdrawal and termination

8.1 SQA may withdraw and terminate this Licence on giving not less than 18 months' written notice to the Licensee.

8.2 SQA may, without prejudice to any of its other rights, withdraw and terminate this Licence with immediate effect if:

8.2.1 the Licensee is in material breach of any of the terms of this License which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

8.2.2 SQA ceases to accredit the Qualifications and/or the Licensee as an awarding body in relation the Qualifications.

8.3 SQA may, without prejudice to any of its other rights, withdraw and terminate this Licence with immediate effect if:

8.3.1 the Licensee 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;

8.3.2 the Licensee 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;

8.3.3 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 the Licensee;

8.3.4 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 Licensee;

8.3.5 the holder of a qualifying floating charge over the assets of that other Licensee has become entitled to appoint or has appointed an administrative receiver;

8.3.6 a person becomes entitled to appoint a receiver over the assets of the Licensee or a receiver is appointed over the assets of the Licensee;

8.3.7 a creditor or encumbrancer of the Licensee 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 the Licensee's assets and such attachment or process is not discharged within 14 days;

8.3.8 any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this condition 8.3;

9 Consequences of termination

9.1 Any termination or withdrawal of this Licence, howsoever caused, shall not affect any rights or liabilities which have accrued prior to the date of termination.

9.2 The Licensee shall within 14 days of termination or withdrawal return at its expense to SQA all materials and all literature and documents of any kind whatsoever which shall have been supplied to the Licensee by SQA under or in connection with the Licence.

10 Discrimination

The Licensee shall not unlawfully discriminate within the meaning of the Equalities Act 2010 or any other law, enactment, order, regulation or other similar instrument relating to discrimination.

11 Anti-bribery

The Licensee shall comply (and ensure compliance by its officers, employees, agents, service providers and associated persons) with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

12 Variation

12.1 SQA may from time to time by notice in writing issue updates to the terms and conditions of this Licence. Within 30 days of the receipt of such a notice the Licensee may by notice withdraw from and terminate this Licence but if it does not the updates will take effect as at the end of that 30 day period, and shall be deemed to have been accepted and agreed to for all purposes by the Licensee.

12.2 If during the currency of this Licence SQA agrees to accredit a qualification in addition to the Qualifications then, at SQA's discretion, SQA may (a) issue an additional licence to the Licensee or (b) update the Schedule to this Licence, which from that point will supersede the schedule in force at that date.

13 Notices

13.1 Any notice or document required or permitted to be given or served under this Licence must be in writing and given or served personally or by sending the notice by recorded delivery post to the addresses of the parties as documented in this Licence or to such other address as shall have been last notified to the other party for that purpose. To be valid notices sent to SQA must be marked for the attention of the Head of Accreditation.

14 Confidentiality

14.1 The Licensee shall not during the period of this Licence or thereafter communicate to a third party the contents of this Licence or any item of Confidential Information it receives pursuant to this Licence except with the prior written consent of the SQA.

14.2 Information shall not be Confidential Information for the purposes of this Licence to the extent that:

14.2.1 it is already in the public domain or it subsequently comes into the public domain other than by breach of this Licence;

14.2.2 it was already known to the receiving party prior to its acquisition from the Licensee; or

14.2.3 it must be disclosed pursuant to a legal, regulatory or parliamentary obligation placed upon the Licensee.

15 Waiver

15.1 No failure or delay by SQA in the exercise of any right or remedy provided under this Licence shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

16 Relationship of the parties

16.1 The Licensee is not a partner, agent or representative of SQA and the Licensee shall not at any time incur or purport to incur any liability or obligation whatsoever in name of or on behalf of SQA.

17 Governing law

This Licence shall be governed by and construed in accordance with the laws of Scotland. The Licensee may not commence proceedings relating to this Licence or its subject matter in any jurisdiction other than Scotland.

18 Entire Agreement

18.1 This Licence and the documents referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

18.2 With effect from the date of signing of this Licence, all prior agreements between SQA and the Licensee in relation to the Qualifications shall be terminated, without prejudice to any accrued rights.

THE LICENSEE HEREBY ACCEPTS THE TERMS AND CONDITIONS OF THIS ACCREDIATION LICENCE

signature of
director/authorised signatory

full name of above (print)

signature of
witness

full name of above (print)

Witness address

date of signing

place of signing

This is the Schedule referred to in the foregoing Accreditation Licence issued by SQA in favour of the Licensee.

"Licensee" means [COMPANY], a company registered in [ ], Company No [ ] and having its registered office at [insert full postal address of registered office];

"Qualifications" means [Insert description/details**"Effective Date"** means [insert date];

"Fees" means [insert details and payment profile]