**Purpose of Agreement**

This agreement is for the purpose of clearly specifying the roles and responsibilities of The Centre, in their dealings with LAMDA.

LAMDA is an Awarding Organisation that is regulated in England by Ofqual, in Wales by Qualifications Wales and in Northern Ireland by CCEA. LAMDA must remain compliant with the Conditions of Recognition as published by each of the UK Regulators.

LAMDA Approved Centres must comply with the Terms and Conditions laid out in this Centre Agreement to support compliance with the Regulatory Conditions.

By signing this agreement, the Centre confirms their understanding of the terms and conditions and agrees to adhere to the requirements laid out. This is an enforceable agreement between the Centre and LAMDA. Any breaches of the commitments made in this agreement may lead to sanctions being applied in line with LAMDA’s Sanctions Policy.

The terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of the Centre.

All Policies referred to in this agreement can be found on the LAMDA Examinations website: [Policies and Procedures (Exams) | London academy of music & dramatic art (lamda.ac.uk)](https://www.lamda.ac.uk/lamda-exams/help-resources/policies-prodcedures).

My Centre will:

1. **The Regulators**
   1. Take all reasonable steps to ensure that LAMDA is able to comply with its Conditions of Recognition.
   2. Ensure that all Centre Policies and Procedures related to LAMDA Examinations align with LAMDA Policies, Procedures and Regulations and do not limit LAMDA’s ability to comply with the Conditions of Recognition.
2. **Retention of records and access to records, people and premises**
   1. Keep Learner records and details of Learner’s achievements in an accurate, timely and secure manner, in line with the requirements of LAMDA Examinations and Data Protection legislation.
   2. Take all reasonable steps to comply with requests from LAMDA for information, data or documents required by LAMDA, or by the Regulators, in a timely manner.
   3. Provide LAMDA and the Regulators, reasonable access to premises, people and records as required.
3. **Monitoring Activity and Investigations**
   1. Support LAMDA and the Regulators in the carrying out of any reasonable centre monitoring activities, and assist in any investigation where required.
   2. Consent to LAMDA sharing information relating to the Centre with the Regulators as required.
4. **Centre Personnel**
   1. Provide a Head of Centre as the single point of accountability and a Centre Coordinator who oversees the delivery of qualifications at all times.
   2. In the event of a change in Head of Centre or Centre Coordinator, LAMDA will be notified in writing immediately. The Centre will provide suitable evidence, as requested and required, to verify the change.
   3. Have enough resources and personnel of appropriate competence to deliver qualifications effectively, efficiently and in line with the LAMDA Terms and Conditions and LAMDA’s regulatory obligations.
   4. Ensure that all personnel involved with LAMDA qualifications have read, understood and adhere to the latest LAMDA Exam Policies, Procedures, Regulations, Guidance and Syllabi.
   5. Keep up to date with any changes LAMDA Examinations makes to it’s policies, procedures, syllabi or any other published documents and materials, either via the LAMDA website or provided via email communication, and ensure that this information is disseminated and understood by all staff involved in the execution of LAMDA qualifications.
5. **Legislation**
   1. Undertake the delivery of all LAMDA Examinations qualifications in accordance with Equalities law.
   2. Ensure that all equipment used for the purposes of qualification delivery and assessment complies with all required Health and Safety Regulations.
   3. Use venues that provide access to all Learners for assessment purposes, in accordance with relevant Equalities law and Health and Safety regulations.
   4. Comply with the General Data Protection Regulation (GDPR) requirements in relation to all Learner data.
   5. Undertake the delivery of qualifications in accordance with the most up to date laws and regulations surrounding the safeguarding of children and vulnerable adults.
   6. Comply with the most up to date laws and regulatory criteria.
6. **Use of the LAMDA brand**
   1. Not use any LAMDA Graphics or logos without prior consent from LAMDA and in accordance with brand guidelines.
7. **Complaints and Appeals**
   1. Have in place a complaints handling procedure or policy which is accessible at all times to Learners and Customers.
   2. Have in place an appeals process which is accessible at all times to Learners and Customers.
   3. Adhere to LAMDA’s Complaints, Enquiries about Results (EAR) and Appeals policies and procedures, and provide appropriate information and support to enable learners to access these processes.
   4. Cooperate fully in any LAMDA Examinations Complaints investigations and respond to reasonable requests in a timely manner.
8. **Malpractice and Maladministration**
   1. Have in place a procedure for preventing, investigating and managing incidents of Malpractice or Maladministration which is up to date and communicated to all personnel involved in the delivery and execution of LAMDA Examinations qualifications.
   2. Take all reasonable steps to prevent incidents of Malpractice and Maladministration from occurring.
   3. Immediately notify LAMDA of any incidents of Malpractice or Maladministration in accordance with the requirements laid out in the LAMDA Examinations Malpractice and Maladministration Policy.
   4. Cooperate fully in any LAMDA Examinations Malpractice or Maladministration investigations and respond to reasonable requests in a timely manner.
   5. Understand that any proven Malpractice or Maladministration may result in the application of Sanctions as per the LAMDA Sanctions Policy.
9. **Resources**
   1. Ensure that the full range of resources required to effectively deliver LAMDA Examinations qualifications and assessments are made available as specified by LAMDA.
   2. Adhere to all requirements and regulations as stated in the LAMDA Examinations Policies, Procedures, Regulations, Guidance and Syllabi.
   3. Have appropriate arrangements and agreements in place with any third parties (i.e. Venue Hire) which contribute to the delivery and / or assessment of LAMDA Examinations qualifications.
   4. Notify LAMDA immediately of any changes that materially affect the way in which the Centre conducts business (e.g. Change of either venue or postal addresses, change in Head of Centre or Centre Coordinator, Insolvency).
   5. Notify LAMDA immediately of any changes which may affect the Centre’s ability to meet this Centre Agreement, LAMDA Examinations’ published Policies, Procedures Regulations, Guidance and Syllabi.
10. **Learner Registration**
    1. Register all Learners on ExamTrack in line with LAMDA’s requirements to ensure that each learner is uniquely identified, and that deadlines are met.
    2. Take all appropriate and reasonable steps to verify the identity of each Learner prior to an assessment taking place as defined by LAMDA.
    3. Take all reasonable steps to ensure that all personnel involved in the registration of Learners understand how and when to register Learners.
    4. Have arrangements in place to obtain, on behalf of the Learners, a Unique Learner Number (ULN) if relevant.
11. **Assessment**
    1. Provide suitable accommodation, facilities and resources for all examination events in line with LAMDA’s Examination Policies, Regulations and Guidance and in compliance with Health and Safety, Safeguarding legislation and regulations.
    2. Ensure that all personnel involved in the preparation of Learners for assessment, have read, understood and adhere to all the examination regulations and requirements for the chosen subjects and grades, as stated in the relevant Regulations, Guidance and Syllabi.
12. **Examination Results and Certificates**
    1. Take all reasonable steps to guard against fraudulent, mistaken or incorrect claims for certificates.
    2. Disseminate all results and certificates to Learners in a timely and efficient manner.
    3. Understand that LAMDA can recall or revoke any certificate if the result on the certificate is false or revealed to be inaccurate or fraudulent.
13. **Withdrawal of Approval and Interest of Learners**
    1. Cooperate fully with LAMDA in cases where either the Centre or LAMDA decides it needs to withdraw the Centre from it’s role in delivering a qualification, and take all reasonable steps to protect the interest of Learners in the case of such a withdrawal.
    2. Adhere to a process specified by LAMDA for the withdrawal of the Centre from the delivery of any or all LAMDA Examinations qualifications.
14. **Invoicing**
    1. Provide payment of valid invoices presented by LAMDA within the stated terms and conditions.
15. **Termination**
    1. Understand that this agreement can be terminated by either party, in writing, with at least six months notice. Obligations for Sections 1, 2, 3, 7, 8, 12 and 14 of this agreement continue beyond termination.
    2. Understand that where a Centre does not book examination dates, or enter Learners for examinations over a consecutive Twenty-Four (24) month period, the Centre will be de-activated and have to re-register.

**LAMDA’s Responsibilites**

1. **LAMDA will:**
   1. Make available to the Centre, all necessary information and guidance to support the delivery of any LAMDA Examinations qualifications that the Centre is permitted to undertake.
   2. Set out the requirements with which the Centre must comply.
   3. Publish and make available to the Centre, LAMDA’s Sanctions policy, to be applied in the event that the Centre fails to comply with the requirements set out by LAMDA.
   4. Answer accurately, fully and within a reasonable time, any enquiries from the Centre.
   5. Upon request, provide the Centre with guidance on how best to prevent, investigate and deal with Malpractice and Maladministration.
   6. Publish the following:

* Invoicing Policy.
* Sanctions Policy.
* Complaints Policy.
* Enquiry about Results (EAR) Policy.
* Appeals Policy.
* Malpractice and Maladministration Policy
* Syllabi for each of the qualifications made available.
* Reasonable Adjustments and Special Considerations Policy.
* Details of the expected dates or timescales for the issuing of results.
  1. Comply with all GDPR requirements in relation to all personal data supplied by the Centre.
  2. LAMDA will inform the Centre where it has cause to believe, or has received allegations of, an occurrence of Malpractice or Maladministration, or any connected occurrence, that may affect a Centre undertaking any part of qualification or examination delivery.

**Centre Declaration**

I the undersigned, declare that the Centre understands that this is an enforceable agreement between the Centre and LAMDA Examinations. I accept that if the Centre defaults on the commitments made in this agreement, it may lead to sanctions being imposed, in line with LAMDA Examinations’ Sanctions Policy, up to and including immediately Withdrawal of Recognition and a possible ban on running a LAMDA Examinations Private Centre, either indefinitely or for a specified period of time to be defined by LAMDA Examinations.

I declare that I am authorised to enter into to this agreement with LAMDA Examinations and to sign this agreement on behalf the Centre.

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

Full Name:………………………………………………………………………………………………..

Position:…………………………………………………………………………………………………..

Date:………………………………………………………………………………………………………..

Signature:………………………………………………………………………………………………..

**Signed for and on behalf of LAMDA by:**

Full Name:

Position:

Date:

Signature: