



# YMCA Awards Centre Agreement

October 2024



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# YMCA Awards Centre Agreement

The following documents (and documents referred to in them) shall comprise the Agreement between Central Young Men's Christian Association and **Centre Name**:

## Parties:

### 1. YMCA Awards:

Central Young Men's Christian Association, a registered charity (charity number 213121) and a company incorporated in England and Wales (registration number 00119249) having its registered office at 112 Great Russell Street London WC1B 3NQ.

### 2. **Centre Name**:

**Registered Company Name** a company incorporated in England and Wales (registration number **XXXXXXXX**) having its registered office at **registered address**.

The address that we hold for this organisation is **address held in Y-Connect (if different)**.

or

**Registered Training Provider Name** with UKPRN **XXXXXXXX** and legal address **registered address**.

The address that we hold for this organisation is **address held in Y-Connect (if different)**.

or

Centre Name with main address **address held in Y-Connect**.

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# Introduction

YMCA Awards is part of Central YMCA – the world’s first YMCA – a national charity that’s been helping people make positive changes in their lives since 1844.

We’re experts in education, health and wellbeing with over 25 years’ experience developing UK-regulated and globally-recognised qualifications.

We work closely with industry experts, employers and training providers to make sure that our products and services deliver life-changing opportunities. With over half a million qualifications awarded, 350,000 people have advanced their career with YMCA Awards.

This document outlines the terms and conditions YMCA Awards approved training providers – and anyone working on behalf of a YMCA Awards approved training provider – must agree to before:

- delivering teaching and/or assessment of YMCA Awards’ qualifications and/or qualification components
- using YMCA Awards’ products and/or services, including our:
  - teaching and learning resources (e.g. schemes of work, lesson plans, PowerPoints, worksheets or eLearning)
  - assessment materials (e.g. learner assessment records, professional discussion question banks or multiple choice question papers).

Our approved training providers (centres) are required to review and sign this contractual agreement in line with the centre requirements identified within:

- [Ofqual’s General Conditions of Recognition](#)
- [Qualifications Wales’ Standard Conditions of Recognition](#)
- [CCEA Regulation’s General Conditions of Recognition](#)

It documents:

- Terms and conditions for YMCA Awards approved training providers
- Confidentiality arrangements
- Data sharing arrangements
- Details of products and services that YMCA Awards will provide
- Fees and payment arrangements.

# Terms and conditions

## 1 DEFINITIONS AND INTERPRETATIONS

In this Agreement:

1.1 Unless the context otherwise requires:

- words in the singular shall include the plural and in the plural shall include the singular;
- a reference to one gender shall include a reference to the other gender;
- words importing persons include companies and vice versa;
- a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.2 References to clauses and schedules are to the Clauses and Schedules of this Agreement. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Any words following the terms “including”, “include”, “in particular” or “for example” or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.4 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in a Schedule the following order of precedence shall apply to the extent of the conflict:

- the body of this Agreement; and
- the Schedules.

1.5 Any reference to the necessary consent or approval of the Parties or words and phrases with similar effect shall mean the consent or approval of the Parties in writing executed by or on behalf of the Parties.

1.6 The table below outlines terms used within this Agreement and their meaning:

Term	Meaning
<b>Agreement</b>	This Agreement together with its Schedules.
<b>Commencement Date</b>	The date this Agreement is effective, shown in <b>Schedule 3: Specification of services</b>
<b>Commissioner</b>	The Information Commissioner as defined in section 3(8) of the DPA 2018.
<b>Controller</b>	The meaning set out in the Data Protection Legislation.
<b>Data Loss Event</b>	Any event that results, or may result, in unauthorised access, disclosure or use of personal data and/or any actual or potential loss



Term	Meaning
	and/or destruction of personal data in breach of this Agreement, including any personal data breach.
<b>Data Protection Legislation</b>	<ol style="list-style-type: none"> <li>1. the UK GDPR and EU GDPR (as applicable);</li> <li>2. the DPA 2018 to the extent that it relates to processing of personal data and privacy as amended, updated or replaced from time to time;</li> </ol> <p>all applicable Law relating to the processing of personal data and privacy in force from time to time which applies to a Party relating to the use of personal data.</p>
<b>Data subject</b>	The meaning set out in the Data Protection Legislation.
<b>Data Subject Requests</b>	A request made by or on behalf of a data subject in accordance with rights granted pursuant to the Data Protection Legislation.
<b>Dispute</b>	Means any dispute between the Parties in connection with this Agreement.
<b>DPA 2018</b>	Data Protection Act 2018.
<b>EU GDPR</b>	The General Data Protection Regulation (Regulation (EU) 2016/679).
<b>External assessment</b>	Any assessment that we mark e.g. multiple-choice question papers.
<b>Fee(s)</b>	The sum to be calculated as set out in <b>Schedule 4: Fees and payments</b> ;
<b>Intellectual Property Rights</b>	All copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, utility models, domain names, business names, rights in computer software, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or applications, whether vested, contingent or future, and wherever existing;
<b>Background Intellectual Property</b>	All Intellectual Property Rights that are not Foreground Intellectual Property, owned or controlled by the relevant Party or licensed to the relevant Party prior to or outside this Agreement, and in any event generated without reliance on any Foreground Intellectual

Term	Meaning
	Property or other Intellectual Property Rights connected with this Agreement but required for the purposes of this Agreement;
<b>Foreground Intellectual Property</b>	All Intellectual Property Rights and other matter capable of being the subject of Intellectual Property Rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of this Agreement;
<b>Internal assessment</b>	Any assessment that you mark on behalf of YMCA Awards. This may be externally set by us e.g. our Learner Assessment Records or internally set by you against guidance we provide within the qualification specification.
<b>IQA</b>	Internal Quality Assurer – the individual(s) within your centre responsible for quality assuring assessment decisions.
<b>Joint Controller</b>	The meaning set out in the Data Protection Legislation.
<b>Losses</b>	Means any and all losses, liabilities, costs, claims, proceedings, actions, judgments, damages and expenses including any awards and/or penalties or fines imposed by any regulator including the Commissioner to the extent recoverable at law (and any associated costs thereto) and any legal and other professional fees, consultancy fees and expenses on a full indemnity basis.
<b>Main centre contact</b>	The nominated person with overall responsibility for the management of YMCA Awards' programmes within the centre. This will be our first point of contact for all matters relating to delivery and quality assurance of our qualifications. <a href="#">View the main centre contact role specification</a>
<b>Minimum Term</b>	The minimum duration of this Agreement, as set out in <b>Schedule 3: Specification of services</b>
<b>Online portal</b>	Online platforms provided by YMCA Awards including: <ul style="list-style-type: none"> <li>• <a href="#">Y-Connect</a></li> <li>• <a href="#">Our webshop</a></li> <li>• <a href="#">Our website</a></li> </ul>
<b>Party and Parties</b>	YMCA Awards and (Parties) /or (Party) the Centre, as outlined on Page 2 of this Agreement.
<b>Personal data</b>	The meaning set out in the Data Protection Legislation.
<b>Processing</b>	The meaning set out in the Data Protection Legislation.
<b>Processor</b>	The meaning set out in the Data Protection Legislation.

Term	Meaning
<b>Regulators</b>	<ul style="list-style-type: none"> <li>• <a href="#">Ofqual</a> (England)</li> <li>• <a href="#">Qualifications Wales</a> (Wales)</li> <li>• <a href="#">CCEA Regulation</a> (Northern Ireland)</li> <li>• <a href="#">CIMSPA</a> (UK)</li> </ul>
<b>Regulatory conditions</b>	<ul style="list-style-type: none"> <li>• <a href="#">Ofqual's General Conditions of Recognition</a></li> <li>• <a href="#">Qualifications Wales' Standard Conditions of Recognition</a></li> <li>• <a href="#">CCEA Regulation's General Conditions of Recognition</a></li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• Teaching and learning materials including schemes of work, lesson plans, PowerPoints, worksheets and eLearning.</li> <li>• Assessment materials including learner assessment records, professional discussion question banks and multiple choice question papers.</li> </ul>
<b>Services</b>	The services set out in this Agreement in <b>Schedule 3: Specification of services</b>
<b>Suada</b>	Our digital learning and assessment platform <a href="#">Find out more about Suada</a>
<b>Subcontractor</b>	Organisations that: <ul style="list-style-type: none"> <li>• do not have direct approval from YMCA Awards to deliver teaching and/or assessment of YMCA Awards' qualifications</li> <li>• are autonomous, i.e. not part of your centre structure (even if you are owned by the same parent company).</li> </ul> Individuals who: <ul style="list-style-type: none"> <li>• are not part of the workforce (including temporarily) of a YMCA Awards approved training provider (centre).</li> </ul>
<b>Termination Date</b>	The date of termination of this Agreement in accordance with Clause 21.
<b>UK GDPR</b>	The EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
<b>ULN</b>	The unique learner number for Learners aged 13 and above which is comprised of a 10 digit reference number and linked to a Learner's Personal Learning Record (PLR).

Term	Meaning
<b>We, us, our</b>	Party 1 outlined on Page 2 of this Agreement including our employees, freelance staff and third parties working on their behalf.
<b>Working Days</b>	A day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.
<b>You, your, approved training provider, centre</b>	Party 2 outlined on Page 2 of this Agreement including employees, freelance staff and third parties working on their behalf.

## 2 GENERAL

2.1 You agree and understand that when we provide you with approval to deliver our qualifications and/or qualification components, you become a YMCA Awards approved training provider (centre), bound by the obligations stated in this agreement.

We will refer to this agreement if we ever believe you are not meeting your obligations.

2.2 Approval by YMCA Awards does not remove your obligation to comply with other relevant local, statutory and regulatory requirements. You must comply with:

- all relevant laws, including competition, copyright, data protection, equalities and health and safety legislation
- regulatory criteria and codes of practice, including our regulators' Conditions of Recognition and the additional regulatory documents that support these Conditions.

2.3 We reserve the right to update the policies, procedures and guidelines referenced in this agreement, to ensure they comply with guidance issued by our regulators, government departments or agencies, or the Commissioner. Where possible we will provide advanced notice of changes, but we will always let you know in writing when changes have been made.

The policies, procedures and guidelines referenced in this document are:

- Appeals policy
- Approval, quality assurance and administration fees
- Brand and logo usage policy
- Centre subcontracting policy
- External assessment policy
- External quality assurance policy
- Learner appeals policy
- Learner feedback and complaints policy
- Malpractice and maladministration policy
- Privacy policy
- Published service level agreements

- Qualification equipment requirements
- Qualification fees and minimum spend requirements
- Record keeping guidance
- Recognition of prior learning and exemption policy
- Roles and responsibilities of the Main Centre Contact
- Sanctions policy
- Withdrawal of qualifications at a centre policy.

These policies, procedures and guidelines can be found at [ymcaawards.co.uk/policies-and-procedures](https://ymcaawards.co.uk/policies-and-procedures).

2.4 This Agreement commences on the Commencement Date outlined in **SIGNED by the Parties:**

2.5	YMCA Awards	Approved training provider
Signature		
Name	Simon Titley	
Job title/role	Head of YMCA Awards	
Date	01/11/2024	

- 2.6 Schedule 3: Specification of services and continues until terminated as detailed in **Clause 21**.
- 2.7 As a minimum, we will review this Agreement annually, and ask you to do the same as part of our annual registration process (see **Clause 3.4**).
- 2.8 This Agreement – and the Schedules listed below – form the whole agreement between you and YMCA Awards:
- **Schedule 1: Non-disclosure agreement**
  - **Schedule 2: Independent data controller to independent data controller data sharing agreement**
  - **Schedule 3: Specification of services**
  - **Schedule 4: Fees and payments**
- This Agreement supersedes and replaces any prior written or oral agreements, representations or understandings between you and YMCA Awards relating to the subject matter contained within this Agreement.
- 2.9 You confirm that you have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 2.10 YMCA Awards shall provide you with the Services outlined in **Schedule 3: Specification of services** for the fees outlined within **Schedule 4: Fees and payments**.
- 2.11 You must take all reasonable steps to ensure that we're able to comply with our regulators' requirements by:
- fulfilling the obligations of this agreement, including ensuring your subcontractors comply
  - following our policies, procedures and guidelines, including those detailed in qualification specifications
  - promptly replying to our requests for information, data or documents.
- 2.12 You must have effective communications arrangements in place to ensure your learners and staff are fully informed of the requirements associated with our products and services.
- 2.13 We will seek to recover – from you – the costs of any legal fees or proceedings resulting from you breaching this agreement.
- Similarly, we acknowledge that you will seek to recover – from us – the costs of any legal fees or proceedings resulting from us breaching this agreement.
- 2.14 You can only change the content of this agreement by letting us know – in writing – and getting us to sign the updated text. Similarly, we can only change the content of this agreement by letting you know – in writing – and either getting you to:
- sign the updated text
  - 'Accept' the changes through our online portal, Y-Connect.

- 2.15 You can only assign this agreement, or any of its rights or obligations, if we agree – in writing – in advance. Similarly, we can only assign this agreement, or any of its rights or obligations, if you agree – in writing – in advance.
- 2.16 You won't be liable to us for delay or failure to fulfil obligations stated in this agreement, where this is the result of circumstances beyond your reasonable control (an 'unavoidable disruption'). Similarly, we will not be liable to you for delay or failure to fulfil obligations stated in this agreement, if we experience an unavoidable disruption.
- It will only be considered a breach of this agreement if obligations remain unfulfilled – after a period of the same length as the unavoidable disruption – if steps can be put in place to mitigate the impact of the disruption.
- 2.17 If we provide you with extra time, show leniency, or delay taking action regarding our rights under this Agreement, we reserve the right to enforce this Agreement should future breaches occur, or new information on the original breach become available.
- Similarly, if you provide extra time, show leniency or delay taking action regarding your rights under this Agreement, it shall not prevent you from enforcing the agreement should future breaches occur, or new information on the original breach become available.
- 2.18 This agreement does not create a partnership or joint venture of any kind between you and YMCA Awards. We do not interpret this agreement as you authorising us to act as your agent, in your name or on your behalf. Similarly, we do not authorise you to act as our agent, in our name or on our behalf.
- This agreement does not bind you and YMCA Awards in any way, including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.
- 2.19 Any notice given under this Agreement must be in writing and sent to:
- [awards.support@ymca.co.uk](mailto:awards.support@ymca.co.uk) for YMCA Awards
  - The email address listed in Y-Connect for the user identified as "Main Centre Contact" for the centre.
- Notices will be deemed to have been received one working day after sending, unless an automated response indicates an alternative timeline for receipt.
- 2.20 This agreement is constituted in accordance with English law. If we dispute your implementation of this agreement, we will let you know in writing and then commit to working with you to try to resolve the issue in good faith. Similarly, if you dispute our implementation of this agreement, you commit to letting us know in writing and working with us to try to resolve the issue in good faith.
- Further information on dispute resolution can be found in **Clause 20**.

### 3 APPROVAL

- 3.1 You must receive written confirmation of approval from YMCA Awards before you:
- offer – or publicise offering – our qualifications and/or qualification components
  - deliver teaching and/or assessment for our qualifications and/or qualification components

- begin teaching and/or assessment in a new location or premises
- make any changes to the staff responsible for teaching, assessing, internally quality assuring or supporting the administration of our qualifications
- use a subcontractor to deliver teaching and/or assessment of our qualifications
- deliver teaching and/or assessment for our qualifications and/or qualification components in a language other than English or – in Wales – Welsh.

We will consider requests to translate assessment materials into another language where we have a regulatory requirement to do so.

- 3.2 Where we charge a fee for organisation (centre), qualification and/or qualification component approvals, these are payable at the point the application form is submitted and are non-refundable.

We reserve the right to hold off processing your application until the approval fee has been paid.

[View our approval, quality assurance and administration fees](#)

- 3.3 You must take reasonable steps to ensure that the information you provide to us – as part of an organisation (centre), qualification and/or qualification component approval application – is complete and accurate.
- 3.4 Once approved, you must complete our annual registration process between 1 August and 30 September each year to retain your approved centre status.
- 3.5 You must notify us – as soon as reasonably possible – if you want or need to stop offering teaching and/or assessment for one or more qualifications/qualification components you are approved to deliver.
- 3.6 You must let us know as soon as reasonably possible if there is a material change to the information you provided in your organisation (centre), staff or product approval application(s). This may include:
- another awarding organisation has issued you with a sanction in an area related to your delivery with us or that uses the same tutor, assessor or internal quality assurer.
  - there is a change in control or ownership of your organisation, such as:
    - you are taken over by another organisation/individual
    - there is a material change in your governance structure or legal status
    - you merge with another organisation or body
    - you enter insolvency or bankruptcy proceedings.
  - there are changes to subcontracting arrangements
  - there are changes to your staffing arrangements which impact your ability to meet our qualification approval requirements

**Example:**

You have one IQA approved to quality assure assessment decisions on a sports massage programme. Part way through delivery of the programme, the IQA becomes unwell. You would need to notify us of this change to your staffing as soon as



reasonably possible as you would no longer meet the approval requirements to deliver the sports massage qualification.

3.7 In the event of a breach of this agreement – or to safeguard learners, our employees, the integrity of our qualifications and/or qualification components – we reserve the right to:

- refuse or remove centre approval
- refuse or remove staff approval
- refuse or remove qualification and/or qualification component approval
- apply other sanctions to organisations or individuals, as detailed in our sanctions policy

[View our sanctions policy](#)

3.8 We will provide written notice of any intention to remove centre, staff and/or qualification and/or qualification component approval. If we instruct you to do so, you must immediately:

- stop delivering teaching and/or assessment of our qualification(s) and/or qualification component(s)
- remove any mention of YMCA Awards products and/or services from your publicity materials.

[View our policy on withdrawal of qualifications at a centre](#)

3.9 You must take all reasonable steps to protect the interests of your learners if organisation (centre), qualification and/or qualification component approval is removed (either voluntarily or as a result of a sanction applied by YMCA Awards), including:

- requesting certification for any qualification components already achieved
- providing learners with access to their work and assessment records
- supporting learners to find an alternative provider to complete their qualification.

We will also take all reasonable steps to protect the interest of learners impacted by the withdrawal of centre, qualification and/or qualification component approval.

[View our sanctions policy](#)

3.10 We reserve the right to share information about your centre and/or staff approval status with other awarding organisations, our regulators and/or government departments, agencies and public bodies where required to do so by law or regulatory conditions.

## 4 ADMINISTRATION

- 4.1 We will provide your nominated Main Centre Contact with the ability to manage/delegate management of YMCA Awards system access for your staff. Where this is not possible, we will provide your staff with access to our systems based on their role.
- 4.2 You must ensure that your staff keep their usernames and passwords secure and do not share them with others (even within your organisation).

## 5 LEARNER REGISTRATION

- 5.1 You must recruit learners with integrity ensuring that – prior to registration with YMCA Awards – learners have:
- been assessed to ensure the programme is suitable and appropriate
  - been provided with opportunities to declare previous achievements, to enable recognition of prior learning or exemption, where appropriate
  - provided you with copies of qualification certificates to meet any prerequisite or entry requirements
  - provided you with an original form of photographic ID and a separate proof of address document.
- 5.2 You must register learners for all qualifications and/or qualification components in line with the requirements outlined in **Schedule 3: Specification of services**.
- Although we have a regulatory responsibility to protect the interests of registered learners, you are responsible for any fees paid by learners and the services they receive.
- 5.3 You must provide registered learners with an appropriate induction and support them to complete their YMCA Awards qualification.
- 5.4 Where appropriate, you must have arrangements in place to obtain a unique learner number (ULN/SCN) and a learner record on behalf of your learners.
- 5.5 We will honour a learner's qualification registration for 36 months unless:
- This Agreement is terminated in line with Clause 21, where registrations will be honoured for a maximum of 12 months.
  - We communicate an operational end date, registration end date or certification end date less than 36 months into the future and receive no requests from centres to extend these dates.
  - A learner is registered on a qualification with an operational end date, registration end date or certification end date that is less than 36 months into the future.
- 5.6 If a learner does not complete their qualification within 36 months – or the timeframes set out in Clause 5.5 – their registration will expire. We will charge a new registration fee to reactivate expired registrations.
- 5.7 You must ensure that where a learner registration is reactivated, additional assessments are completed to ensure that the knowledge and skills gained at the start of the course are still current and relevant when the learner completes the qualification.

## 6 TEACHING AND INTERNAL ASSESSMENT

6.1 You must conduct assessments as outlined in the associated qualification specification, recording all learner assessment evidence.

We provide additional guidance on assessment within the qualification specification and/or Learner Assessment Record (LAR) and/or qualification syllabus, where available.

6.2 You must ensure that – as far as possible – assessors:

- understand the assessment and/or grading criteria they are assessing learners against
- apply assessment and/or grading criteria accurately and consistently, regardless of the learner's identity.

6.3 You must have arrangements in place to allow for recognition of prior learning (RPL) and/or exemption, where appropriate.

[View our recognition of prior learning and exemption policy](#)

6.4 You must have documented processes to handle complaints and appeals from your learners.

We will allow a learner to escalate their complaint and/or appeal – to YMCA Awards – once they have exhausted your process, in line with our learner feedback and complaints, and learner appeals policies.

[View our learner feedback and complaints policy](#)

[View our learner appeals policy](#)

6.5 You must identify and manage any potential or actual conflicts of interest in your delivery of teaching and/or assessment of our qualifications. This includes ensuring that learners are not assessed by anyone who has a personal interest in the result of the assessment, for example:

- assessment by a family member
- assessment by someone whose pay is linked to positive assessment outcomes.

6.6 You must have appropriate administrative systems in place to accurately:

- maintain learner records
- track the progress of your learners against their programme
- ensure the validity of any achievements claimed for certification.

All learner data must be held securely in line with our record keeping guidance and data protection legislation.

[View our records keeping guidance](#)

6.7 You must ensure that buildings used for the delivery of teaching and/or assessment of our qualifications and/or qualification components:

- provide access for learners, as required by equalities legislation
- contain the full range of properly maintained equipment required for the qualifications and/or qualification components you are delivering.

[View our qualification equipment requirements](#)

## 7 EXTERNAL ASSESSMENT

7.1 You must comply with all instructions contained within our external assessment policy, which details the:

- roles and responsibilities of individuals involved in the external assessment process
- requirements for maintaining the confidentiality of assessment materials
- instructions on planning and preparing for assessments
- procedure for invigilating assessments
- administrative processes required to support assessments

You must not use technology to invigilate external assessments without our prior written approval. We will not approve the use of Skype, FaceTime, video conferencing software or similar services for remote invigilation.

[View our external assessment policy](#)

7.2 You must take all reasonable steps to prevent – and notify us immediately of – any potential breach of confidentiality of our assessment materials. This may include:

- loss
- theft
- unauthorised copying
- unauthorised distribution.

7.3 Where the confidentiality of assessment materials has been compromised through failure to follow our external assessment policy, we reserve the right to:

- charge you a fee to recover the costs of rewriting assessment materials
- apply sanctions

[View our external assessment policy](#)

[View our sanctions policy](#)

[View our approval, quality assurance and administration fees](#)

7.4 We will process learners' assessment answer sheets and issue results in line with our published service level agreements.

[View our published service level agreements](#)

7.5 We reserve the right to refuse to mark – or charge you a fee – where answer sheets cannot be read electronically due to:

- poor quality printing or scanning by you
- a failure to follow instructions in our external assessment policy.

[View our external assessment policy](#)

[View our approval, quality assurance and administration fees](#)

7.6 We will carry out a review of all clerical processes leading to an external assessment result, at your request.

If the review confirms that we have followed all processes correctly and the original grade issued was accurate, we will charge a fee for this service.

The grade we issue following a review of marking will be final and may be lower than the original grade.

[View our approval, quality assurance and administration fees](#)

## 8 QUALITY ASSURANCE

- 8.1 You must ensure you have appropriate internal quality assurance arrangements in place to verify that assessment decisions are accurate and consistent across your organisation. All internal quality assurance processes and decisions must be documented.
- 8.2 You must identify and manage any potential or actual conflicts of interest in your internal quality assurance of assessment decisions for our qualifications. This includes ensuring that work is not quality assured by anyone who has a personal interest in the result of the assessment, for example:
- an assessor internally quality assuring their own work
  - a family member of the learner
  - someone whose pay is linked to positive assessment outcomes.
- 8.3 We will allocate an External Quality Assurer (EQA) to verify your delivery of teaching and assessment. You must:
- Work with us to support any reasonable monitoring, moderation or verification activities and/or visits to your centre.
  - Make all evidence of teaching, assessment and internal quality assurance available on request.
  - Provide access to individuals involved in the delivery of teaching, assessment and internal quality assurance of YMCA Awards programmes (including subcontractors).
  - Allow your allocated EQA to interview learners registered on our qualifications.
  - Follow any instruction from us to change your marking of learner assessment evidence.
  - Continue to meet our quality assurance standards.
  - Complete any assigned actions – within the agreed timeframe – following EQA activity.
  - Assist us and our regulators with any investigations and/or monitoring activities related to our qualifications or activities.
- 8.4 We reserve the right to charge a fee to cover the cost of external quality assurance expenses and administration where you:
- do not meet the minimum spend requirements outlined in **Schedule 4: Fees and payments**.
  - let us know of the need to cancel a scheduled EQA activity less than 14 calendar days in advance.

[View our approval, quality assurance and administration fees](#)

- 8.5 We reserve the right to:
- make unannounced visits
  - request evidence of teaching, assessment and internal quality assurance at any time.

[View our external quality assurance policy](#)

- 8.6 You must cover any travel, accommodation and subsistence costs for external quality assurance activity required outside of the UK.

[View our approval, quality assurance and administration fees](#)

- 8.7 We will review any appeal of an assessment or quality assurance decision made by us, in line with our appeals policy.

[View our appeals policy](#)

## 9 RESOURCES

- 9.1 You must respect that our resources are the intellectual property of YMCA Awards and subject to copyright law.

- 9.2 We will provide you with access to our website to download (free) or order printed (chargeable) resources to support your teaching and/or assessment.

All chargeable resources are printed to order by our supplier. Our supplier will ensure resources are delivered in line with our published policies.

[View our published service level agreements](#)

- 9.3 We will not accept liability for additional duties, taxes or levies placed on international deliveries.

- 9.4 You must not alter our resources in any way without prior written approval.

- 9.5 You must send us any assessment resources you create – with documentation showing how they map to the specification – for approval before you start using them.

We reserve the right to refuse permission for you to use assessment resources we believe are not fit for purpose.

## 10 SUBCONTRACTING

- 10.1 You must comply with all instructions contained within our subcontracting policy, which details the process for entering into an agreement with a third party to deliver teaching, assessment and/or internal quality assurance of our qualifications.

[View our centre subcontracting policy](#)

- 10.2 We will treat any subcontractors as an extension of your centre. You must:

- have an appropriate and effective system to record and manage all subcontracted services
- keep subcontractors informed of our requirements, policies and procedures – as well as those of our regulators – where relevant
- ensure that all our policies and requirements are applied to subcontracted services

- ensure that all arrangements with subcontractors include a written and enforceable agreement so you can meet the obligations outlined in this document.

## 11 CERTIFICATION CLAIMS

11.1 You must let us know when a learner completes their study with you, notifying us of their achievements and requesting appropriate certification.

If a learner doesn't complete the full programme, you must let us know which components the learner did achieve before they withdrew.

11.2 You must take all reasonable steps to ensure claims for learner achievement are accurate, complete and that learners have met any minimum requirements for:

- certification age
- rules of combination (required mandatory and optional units outlined within the qualification specification)
- time spent on teaching, learning and assessment.

11.3 We will issue certificates based on the learner registration and claim information you provide. We will charge a replacement certificate fee to correct any errors in information you have provided after the certificate has been issued.

11.4 We will not process any achievement claims – and accept no responsibility for any delay in certification – where you:

- are not approved to deliver – or have been sanctioned against – the qualification and/or qualification components
- have not completed an Annual Registration Form for the current academic year (1 August–31 July)
- have not had your assessment and/or internal quality assurance decisions confirmed through our external quality assurance process
- have provided conflicting information about a learner's achievements (e.g. you've requested a full qualification certificate, but our records indicate that a learner hasn't completed all qualification components)
- have outstanding payments due on your account.

11.5 We will dispatch all certificates in line with our published policies. We will not charge for delivery to your approved UK address(es), but you will need to cover the cost of any international deliveries.

We accept no liability for additional duties, taxes or levies placed on international deliveries or for certificates lost after our dispatch has been signed for as received.

[View our external quality assurance policy](#)

[View our published service level agreements](#)

11.6 You must establish proof of a learner's identity – by reviewing an original form of photographic ID and a separate proof of address document – before requesting a replacement certificate on behalf of a learner.

## 12 MALPRACTICE AND MALADMINISTRATION

- 12.1 We will provide guidance on best practice to prevent, investigate and deal with malpractice or maladministration.
- [View our malpractice and maladministration policy](#)
- 12.2 You must take all reasonable steps to prevent malpractice or maladministration, regularly reviewing your procedures to ensure they remain relevant and fit for purpose.
- 12.3 You must let us know – as soon as reasonably possible – if you:
- suspect or believe there has been an incident of malpractice or maladministration
  - believe there has been – or is likely to be – non-compliance with our documented procedures, requirements and/or associated regulatory requirements.
- 12.4 You must:
- investigate any suspected or actual incidents of malpractice or maladministration
  - develop and deliver an action plan for managing and rectifying any negative impact of incidents of malpractice or maladministration
  - take proportionate corrective action to ensure incidents of malpractice or maladministration do not happen again.
- 12.5 You must fully cooperate with malpractice and maladministration investigations conducted by us and/or our regulators. This includes, but is not limited to:
- attending meetings
  - providing prompt, informed, responses to our questions
  - allowing us to interview staff, subcontractors and/or learners, and to record these interviews where we feel this is necessary
  - providing access to documents, records, data, teaching and/or assessment venues, or any other resource we – or our regulators – feel necessary to complete an investigation.

## 13 STAFF

- 13.1 You must ensure you:
- have sufficient administrative, managerial, financial and technical staff to support effective and efficient delivery of all qualifications and/or qualification components we approve you to deliver
  - retain a workforce of sufficient size and occupational competence to deliver teaching, assessment and internal quality assurance of all qualifications and/or qualification components we approve you to deliver.
- 13.2 You must ensure you provide staff with appropriate inductions. All staff involved in delivering teaching, assessment and/or internal quality assurance of our qualifications will also need:
- professional development (including a development plan) to ensure they maintain their expertise and occupational competence
  - to fully understand and comply with the provisions of the qualification specifications they are delivering.



13.3 You must appoint a 'Main Centre Contact', providing us with their name and contact information. This individual will have overall responsibility for your delivery of our qualifications and will be our main point of contact at your organisation.

You must let us know as soon as reasonably possible if the Main Centre Contact – or their contact information – changes.

[View the roles and responsibilities of the Main Centre Contact](#)

13.4 You must keep your records of staff involved in any capacity with our qualifications and/or qualification components up to date, letting us know as soon as reasonably possible of any changes.

13.5 You must let us know as soon as reasonably possible if any staff involved in any capacity with our qualifications and/or qualification components are:

- convicted of a criminal offence
- held by a court or any professional, regulatory, or government body to have breached any provision of competition, data protection, equalities or health and safety legislation
- found to have wilfully breached a provision of any legislation or any regulatory obligation to which they have been subject by a court, or professional, regulatory, awarding or government body
- subject to any finding of qualification malpractice or maladministration
- dismissed on the finding of fraud or having wilfully or negligently breached a regulatory obligation.

## 14 INVOICING, PAYMENT AND REFUNDS

14.1 We will charge for products and services – and issue refunds – as outlined in **Schedule 4: Fees and payments**.

14.2 We will keep all accounting documents, including invoices, for 5 years.

14.3 We accept no responsibility for financial disputes between you and your learners.

## 15 BRAND AND LOGO

15.1 You must comply with the instructions in our Brand and Logo Usage Policy. You must not use our trademarks, trade names, logos or other insignia in any other way without prior written approval from YMCA Awards.

[View our brand and logo usage policy](#)

15.2 You must not make any statements, advertisements or promotions that could mislead learners or other users of our products and services.

15.3 The YMCA Awards and YMCA Awards Approved Centre logos are fully registered trademarks. If we ask you to stop using our logos because we've removed centre approval – or for any other reason – you must do so immediately.

## 16 DATA PROTECTION

- 16.1 You will be subject to the UK Data Protection Act 2018 – regardless of your location – and must inform your staff and learners that you will pass personal data to YMCA Awards, and provide them with the appropriate privacy notice.
- 16.2 We will not disclose information if doing so would breach a duty of confidentiality or any other legal duty. You can find out more about how we process and share data in our privacy policy.
- 16.3 Each Party must comply with their obligations relating to the lawful processing of personal data which are detailed in **Schedule 2: Independent data controller to independent data controller data sharing agreement**.

## 17 CONFIDENTIALITY

- 17.1 Throughout the course of this agreement, both Parties are likely to share confidential and/or commercially sensitive information. You agree not to share our confidential information and we agree not to share your confidential information, as detailed in **Schedule 1: Non-disclosure agreement**.

## 18 COMPETITION AND EXCLUSIVITY

- 18.1 This agreement does not prevent us from working with other organisations, companies or individuals who are potentially your direct or indirect competitors.
- 18.2 This agreement does not prevent you from working with other organisations, companies or individuals – including other awarding organisations – who are potentially direct or indirect competitors of YMCA Awards.

## 19 WARRANTIES, LIABILITIES AND INDEMNITIES

- 19.1 We shall not be liable to you for any loss of profit, market, business, contract, damage to goodwill, loss of projected or anticipated savings, loss of revenue or any other consequential or indirect loss, however it is caused.

Similarly, you will not be liable to us for any loss of profit, market, business, contract, damage to goodwill, loss of projected or anticipated savings, loss of revenue or any other consequential or indirect loss.

- 19.2 Nothing in this Agreement shall limit or exclude the liability of either you or us for:

- death or personal injury caused as a result of negligence;
- fraud or fraudulent misrepresentation;
- loss or damage to property caused by any negligent act;
- any and all other matters where it is illegal to exclude or limit liability.

- 19.3 Where this Agreement is breached by you – or you are negligent in any way of the undertakings and obligations placed upon you under this Agreement, or commit a breach of any statutory duty which results in a loss incurred by YMCA Awards – we may claim damages from you for the losses incurred.

- 19.4 Except in the case of death or personal injury caused by YMCA Awards' negligence, our liability under or in connection with this Agreement shall not exceed the Fee you paid us under this Agreement.
- 19.5 Under this Agreement, we warrant to you – and you warrant to us – that:
- 19.5.1 At all material times we will both comply with the provisions of Data Protection Legislation where it is relevant to this Agreement. This includes:
- Using YMCA Awards' systems in accordance with the Data Protection Legislation and the terms of this Agreement, ensuring there is a lawful basis for all data processing.
  - Acting to ensure there is no contravention – or permission to contravene (whether directly or indirectly) – the Data Protection Legislation or any legal duty of confidentiality; and
  - Providing correct and accurate information about arrangements to ensure the security of information prior to entering into this Agreement, where required.
- 19.5.2 We will both ensure that our employees – and others working on our behalf – observe and comply with the provisions of the Data Protection Legislation and the terms of this Agreement;
- 19.5.3 We both have complied – and will comply in the future – with any advice, undertaking or enforcement notice issued by the Commissioner following:
- any audit by the Commissioner; or
  - any notification of a data security breach (including a personal data breach) or any other breach of the Data Protection Legislation.
- 19.6 YMCA Awards will not be liable for any Losses arising out of – or in connection with – the accuracy of any data contained within YMCA Awards' systems or for any delay in or failure to provide access to their systems, however caused.
- 19.7 We warrant to you – and you warrant to us – that:
- 19.7.1 Each of our organisations has the capacity and full legal authority to enter into this Agreement
- 19.7.2 This Agreement has been executed by its duly authorised representative
- 19.7.3 The making of this Agreement does not conflict with any existing obligations and – once signed – this Agreement shall constitute our joint legal, valid and binding obligations.
- 19.8 You agree – through the term of this Agreement – to indemnify and keep indemnified YMCA Awards and its employees – and individuals working on our behalf – (each being an 'Indemnified Party') against any and all loss, damage or liability (whether criminal or civil) suffered and any and all legal and other fees and costs incurred by YMCA Awards resulting from:
- the products and services provided under this Agreement;
  - any transaction, contract, event or matter arising from or connected with the provision of the Services; or
  - the appointment of YMCA Awards to provide products and/or services.

19.9 You shall not be liable under the indemnity given under this clause where a court giving a final judgment holds that any loss, damage or liability is the result of the gross negligence, wilful misconduct or bad faith of an Indemnified Party.

## 20 ALTERNATIVE DISPUTE RESOLUTION

20.1 Any Dispute shall be dealt with in accordance with this Clause 20.

20.2 If we dispute your implementation of this agreement, we will let you know in writing and then commit to working with you to try to resolve the issue in good faith. Similarly, if you dispute our implementation of this agreement, you commit to letting us know in writing and working with us to try to resolve the issue in good faith.

20.3 If a Dispute cannot be resolved by negotiation as referred to in Clause 20.2 within 30 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution (“CEDR”).

20.4 Unless otherwise agreed between you and YMCA Awards, the mediator will be nominated by CEDR. To initiate the mediation, either you or YMCA Awards must give notice in writing (“ADR notice”) to the other Party to the Dispute to request the mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 20 Working Days after the date of the ADR notice.

20.5 Neither you or YMCA Awards may commence any court proceedings in relation to any dispute arising out of this Agreement until there has been an attempt to settle the dispute by mediation and either:

20.5.1 the mediation has terminated; or

20.5.2 the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

20.6 Nothing in this Clause shall prevent either you or YMCA Awards from seeking a preliminary injunction or other judicial relief at any time if it is considered that such action is necessary to prevent damage.

## 21 TERMINATION

21.1 You can terminate this agreement:

21.1.1 At any time following the completion of your minimum term (set out in **Schedule 3: Specification of services**), by providing written notice of at least 30 days for each whole 12-month period of your minimum term.

### Examples:

A minimum term of one year would require you to provide 30 days’ written notice of termination.

A minimum term of 30 months would require you to provide 60 days’ written notice of termination.

21.1.2 With immediate effect – and before the end of your minimum term – where you provide written notice and:

- (a) We have failed to fulfil obligations stated in this agreement, resulting in a 'material breach' of our obligations.

A material breach cannot be minimal or trivial in consequence and, in deciding whether a breach is material, it will not matter if it occurred as a result of accident, mistake or misunderstanding.

Our failure to fulfil obligations stated in this agreement for more than 30 days – after being provided written notice of the breach – would be a material breach.

- (b) Continuing to honour this Agreement would result in:
- (i) An administrative order or receiver (including an administrative receiver), administrator or manager being appointed
  - (ii) An order or resolution passed for your winding up (except for the purposes of amalgamation or reconstruction).
- (c) You enter into any arrangements with your creditors or cease trading.

## 21.2 We can terminate this agreement:

21.2.1 At any time following the completion of your minimum term (set out in **Schedule 3: Specification of services**), by providing written notice of at least 30 days for each whole 12-month period of your minimum term.

21.2.2 With immediate effect – and before the end of your minimum term – where we provide written notice of termination and:

- (a) You have failed to fulfil obligations stated in this agreement, resulting in a 'material breach' of your obligations.

A material breach cannot be minimal or trivial in consequence and, in deciding whether a breach is material, it will not matter if it occurred as a result of accident, mistake or misunderstanding.

Your failure to fulfil obligations stated in this agreement for more than 30 days – after being provided written notice of the breach – would be a material breach.

- (b) You have failed to make payment as outlined in **Schedule 4: Fees and payments**.
- (c) Continuing to honour this Agreement would result in:
- (i) An administrative order or receiver (including an administrative receiver), administrator or manager being appointed
  - (ii) An order or resolution passed for our winding up (except for the purposes of amalgamation or reconstruction).
- (d) We enter into any arrangements with our creditors, cease trading, surrender or lose our recognition as a regulated awarding organisation.
- (e) You, your employees or subcontractors engage in conduct prejudicial to YMCA Awards' business or in a way that creates a conflict or potential conflict of interest between us and your centre.

## 21.3 On termination of this Agreement, you agree to:

- pay any fees due for services provided up to the date of termination
- pay any fees due for services that will continue after the termination date.

**Example:**

You agree to continue payment for any subscriptions that continue past the termination date.

e.g. A 12-month eLearning subscription purchased 4 months prior to termination – and paid for on a monthly basis – would continue to be invoiced for 8 months after the termination date.

**22 CONSEQUENCES OF TERMINATION**

22.1 Termination of this Agreement – for any reason – shall not affect the accrued rights, remedies, obligations or liabilities of you or YMCA Awards existing at termination.

22.2 The following Clauses shall survive the termination of this Agreement:

- Clause 1 – Definitions and interpretations
- Clause 2 – General
- Clause 3 – Approval (3.9 Protecting the interests of learners)
- Clause 11 – Certification claims
- Clause 14 – Invoicing, payment and refunds
- Clause 15 – Brand and logo
- Clause 16 – Data protection
- Clause 17 – Confidentiality
- Clause 19 – Warranties, liability and indemnities
- Clause 20 – Alternative dispute resolution
- Clause 22 – Consequences of termination
- Schedule 1: Non-disclosure agreement
- Schedule 2: Independent data controller to independent data controller data sharing agreement

**SIGNED by the Parties:**

YMCA Awards		Approved training provider
Signature		
Name	Simon Titley	
Job title/role	Head of YMCA Awards	
Date	01/11/2024	

# Schedule 1: Non-disclosure agreement

Throughout this agreement, you and YMCA Awards are likely to disclose information considered confidential and/or commercially sensitive.

For you, this may include:

- Future delivery plans including financial and learner forecasts
- Products and services in development outside of your relationship with YMCA Awards e.g. Non-regulated Continued Professional Development (CPD) courses and other learning materials.

For YMCA Awards, this may include:

- Information relating to products and services in development, including draft qualification specifications and assessment materials
- Access to teaching and learning materials (including eLearning and manuals) to support you to evaluate our products and services.

## 23 CONFIDENTIALITY

23.1 Each of the Parties undertakes to the other that it will:

23.1.1 Keep confidential all information (written or oral) concerning the Intellectual Property of the other Party or the other Party's business or affairs that it shall obtain or receive as a result of the centre being approved by YMCA Awards except that which:

- (a) it can reasonably demonstrate was already in its possession prior to the commencement of such discussions; or
- (b) is in the public domain other than as a result of a breach of this Clause.

23.1.2 Use information covered by this Clause 23 only as expressly provided under this Agreement or otherwise as and to the extent required for the purpose of exploiting its rights and fulfilling its obligations under this Agreement; and

23.1.3 Take all reasonable steps as shall from time to time be necessary to ensure compliance with the provisions of this Clause by its officers, employees, agents and sub-contractors.

23.2 Neither this Agreement nor the supply of any information grants either Party any licence, interest or right in respect of any Intellectual Property Rights except the right to copy the information solely for the purpose of implementing this Agreement.

23.3 Notwithstanding anything contained elsewhere in this Agreement, the provisions of this Clause 23 shall remain in effect if, and when, this Agreement is terminated or expires.

23.4 Each Party will, on request of the other Party, return all copies and records of the Confidential Information and will not retain any copies or records of the Confidential Information.

## 24 MISCELLANEOUS

24.1 No announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by – or on behalf of – a Party without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any court, any governmental, regulatory or supervisory authority or any other authority of competent jurisdiction.

**SIGNED by the Parties:**

	YMCA Awards	Approved training provider
Signature		
Name	Simon Titley	
Job title/role	Head of YMCA Awards	
Date	01/11/2024	



# Schedule 2: Independent data controller to independent data controller data sharing agreement

## 25 INTRODUCTION AND SCOPE

- 25.1 This Schedule sets out the framework for the sharing of personal data by the approved training provider (centre) as an independent data controller to YMCA Awards as another independent data controller. This Schedule defines the type of personal data to be shared with YMCA Awards and the purposes for which it is to be shared.
- 25.2 Our Centre Agreement – of which this Schedule forms a part – sets out the terms and conditions for the license to access the digital services through which the personal data will be transferred from the centre to YMCA Awards:
- 25.2.1 Y-Connect ([connect.ymcaawards.co.uk](https://connect.ymcaawards.co.uk)) – our online awarding organisation management system. This system is used by our centres to record learner registrations and achievements, as well as to request access to digital resources (e.g. eLearning and digital manuals), and additional requests to support learner achievement (e.g. recognition of prior learning/exemption, access arrangements, reasonable adjustments and special consideration).
- 25.2.2 Web shop ([webshop.ymcaawards.co.uk](https://webshop.ymcaawards.co.uk)) – our online portal for ordering printed physical resources including manuals, learner assessment records and workbooks.
- 25.2.3 XAMS ([ymca.xams.co.uk](https://ymca.xams.co.uk)) – our online assessment platform. Where centres have not provided an email address for a learner at the point of registration, they may update the learner record directly within XAMS to enable remote invigilation (eProctoring).
- 25.2.4 Digital Certificates Web Enterprise ([dc-centres.ymcaawards.co.uk](https://dc-centres.ymcaawards.co.uk)) – our digital certificates platform. Where centres have not provided an email address for a learner at the point of registration, they may update the learner record directly within this platform to enable notification that digital certificates have been published.
- 25.3 Approved training providers share personal data with YMCA Awards for two purposes:
- 25.3.1 As part of the organisation (centre), staff, qualification and/or qualification component approval processes. YMCA Awards collects and retains personal data relating to individuals working at the organisation to enable them to access YMCA Awards' systems and to determine their suitability to teach, assess and quality assure our qualifications.
- 25.3.2 To enable YMCA Awards to track learners' progress and achievements for our products and services. We collect and retain personal data on learners to enable us to identify who is completing our qualifications and at which training provider. This information is retained to enable requests to replace lost or damaged certificates of achievement.

25.4 This Agreement is entered into for the purpose of ensuring each Party’s compliance with Data Protection Legislation. In that respect, the approved training provider has satisfied itself prior to entering into this Agreement that it has a lawful basis for sharing personal data with YMCA Awards. It will – at all times – share that personal data with YMCA Awards in accordance with applicable Law.

YMCA Awards has also satisfied itself prior to entering into this Agreement that it has a lawful basis and any other enabling powers for processing the personal data shared with it by the approved training provider.

25.5 The lawful basis under the UK GDPR for YMCA Awards to process personal data under this agreement is Article 6.1.(f) ‘Legitimate Interests’, and special category personal data is processed under Article 9.2(b) ‘Employment, social security and social protection (if authorised by law).’

## 26 CATEGORIES OF DATA

26.1 The table below outlines the types of data that you will share with YMCA Awards:

Data category	System(s)	Description
<p>Learner details including:</p> <ul style="list-style-type: none"> <li>• First name(s)</li> <li>• Last name</li> <li>• Date of birth</li> <li>• Email address</li> <li>• Gender</li> <li>• Unique learner number (ULN) and other learner numbers</li> <li>• Phone number</li> <li>• Address</li> </ul>	<ul style="list-style-type: none"> <li>• Y-Connect</li> <li>• Digital Certificates Web Enterprise</li> <li>• XAMs (subset)</li> <li>• Proctor Exam/ Integrity Advocate (subset)</li> <li>• Suada (subset)</li> </ul>	<p>Learner name, date of birth and email address are mandatory fields used to support registration and certification against our qualifications, as well as to support transfer to other systems (e.g. XAMS, Suada etc).</p> <p>For apprenticeships in England, we also require Gender, Unique learner number (ULN) and Phone number. The first two of these fields are to support mandatory reporting to Ofqual. Phone number is used to support us to arrange assessments with the learner.</p> <p>Address information is optional. Where this is provided, we print the learner’s address on a sticky label to support centres with the dispatch of certificates.</p>

Data category	System(s)	Description
<p>Special categories of learner data including:</p> <ul style="list-style-type: none"> <li>• Medical records</li> </ul>	<ul style="list-style-type: none"> <li>• Y-Connect</li> </ul>	<p>We may capture special categories of data to support requests for access arrangements, reasonable adjustments or special consideration.</p>
<p>Centre information including:</p> <ul style="list-style-type: none"> <li>• Organisation name</li> <li>• Organisation name to appear on certificates</li> <li>• Main, billing and certification addresses</li> <li>• Main, billing and certification email addresses</li> <li>• Main, billing and certification phone numbers</li> <li>• Website</li> <li>• UKPRN</li> <li>• Company number</li> </ul>	<ul style="list-style-type: none"> <li>• Y-Connect</li> <li>• Digital Certificates Web Enterprise (subset)</li> <li>• XAMs (subset)</li> <li>• Our website (subset)</li> </ul>	<p>We capture information about your organisation to enable us to implement our centre agreement (including approval requirements).</p>
<p>Centre staff information including:</p> <ul style="list-style-type: none"> <li>• First name(s)</li> <li>• Last name</li> <li>• Email address</li> <li>• Phone number</li> <li>• Qualification certificates and CV</li> </ul>	<ul style="list-style-type: none"> <li>• Y-Connect</li> <li>• Digital Certificates Web Enterprise (subset)</li> <li>• XAMs (subset)</li> <li>• Suada (subset)</li> <li>• Moodle (subset)</li> </ul>	<p>We capture information to enable access to our systems, and in order to implement our Centre Agreement (including approval requirements).</p>
<p>Site information including:</p> <ul style="list-style-type: none"> <li>• Contact name</li> </ul>	<ul style="list-style-type: none"> <li>• Y-Connect</li> <li>• Our website (subset)</li> </ul>	<p>We capture information about sites our approved training providers use for teaching and assessment to</p>

Data category	System(s)	Description
<ul style="list-style-type: none"> <li>Contact role at site</li> <li>Contact phone number</li> <li>Contact email address</li> <li>Site address</li> </ul>		<p>ensure they meet our approval requirements.</p> <p>We share information on your locations on our website to support learners to find an approved training provider in their area.</p>
<p>Employer information including:</p> <ul style="list-style-type: none"> <li>Contact name</li> <li>Contact role at employer</li> <li>Contact phone number</li> <li>Contact email address</li> <li>Site address</li> </ul>	<ul style="list-style-type: none"> <li>Y-Connect</li> </ul>	<p>We capture information about employers for apprentices in England to support gateway readiness and end-point assessment of learners.</p>

## 27 YMCA AWARDS' DATA PROCESSORS

27.1 Data collected for the purpose outlined in Clause 25.3 may be shared with YMCA Awards' data processors, as outlined in 27.3.

27.2 YMCA Awards has contracts and – where appropriate – additional data sharing agreements in place with all data processors.

Information on security arrangements for each system is available on request.

### 27.3

Data processor	Summary of processing
<p><b>Advanced Secure Technologies Ltd</b></p> <p>A company incorporated in England and Wales (registration number 03067165) having its registered office at Eastern Business Park, St Mellons, Cardiff, South Glamorgan, CF3 5EA</p>	<p>Data is transferred from Y-Connect to Advanced Secure Technologies' Digital Certificates Web Enterprise platform to enable certification of learners' achievements. This data includes learners' email addresses to allow notification that certificates have been issued.</p>
<p><b>Coelrind Limited</b></p> <p>A company incorporated in England and Wales (registration number 08589011) having its registered office at 9 Caxton</p>	<p>Data is transferred from Y-Connect to Coelrind's XAMS system to enable scheduling of on-demand paper-based and onscreen assessments. This data includes learners' email addresses to allow them to</p>

Data processor	Summary of processing
<p>House Broad Street, Great Cambourne, Cambridge, CB23 6JN</p>	<p>log into the platform for onscreen assessments.</p> <p>Where learners sit paper-based assessments, data is also transferred to XAMS by our Customer Support team to enable grading of the assessment.</p>
<p><b>Creatio Limited</b></p> <p>A company incorporated in England and Wales (registration number 06759390) having its registered office at Unit 11 Crane Mews, Twickenham, England, TW2 6RS</p>	<p>Creatio provide our Y-Connect system, where approved training providers register learners and request organisation (centre), staff, site and product approval.</p> <p>Data entered into Y-Connect may be transferred to:</p> <ul style="list-style-type: none"> <li>• Advanced Secure Technologies Ltd (Digital Certificates Web Enterprise)</li> <li>• Coelrind Limited (XAMS)</li> <li>• Proctor Exam/Integrity Advocate (via XAMS)</li> <li>• Suada Corporation Ltd (Suada)</li> </ul>
<p><b>Integrity Advocate Inc.</b></p> <p>Suite 2500 500 4 Ave SW Calgary, Alberta, Canada T2P-0J8</p>	<p>Data is transferred from Coelrind's XAMS system to either Proctor Exam or Integrity Advocate to enable remote invigilation of assessments. This data includes learners' email addresses to allow them to log into the platform for onscreen assessments.</p> <p>During remote invigilation, learners will upload a copy of their proof of ID to enable us to confirm their identify.</p>
<p><b>Prowise Exam B.V. (Proctor Exam)</b></p> <p>Chamber of Commerce number 60386932 with registered office at Rokin 75, 1012 KL Amsterdam, The Netherlands</p>	<p>As above</p>
<p><b>Suada Corporation Ltd</b></p> <p>A company incorporated in England and Wales (registration number 12498122) having its registered office at Portland House, 11-13 Station Road, Kettering, Northamptonshire, England, NN15 7HH</p>	<p>Data is transferred from Y-Connect to Suada to enable access to eLearning and digital assessment through the Suada platform. This data includes email addresses which may be used to:</p> <ul style="list-style-type: none"> <li>• provide details of outages and scheduled maintenance</li> </ul>

Data processor	Summary of processing
	<ul style="list-style-type: none"> <li>• notify learners that their access is expiring, and details on how to extend their access to the platform</li> <li>• notify learners of new products and services from YMCA Awards.</li> </ul> <p>We will not use learner contact information to promote services from other parts of Central YMCA.</p>
<p><b>Your Print Solution Limited</b></p> <p>A company incorporated in England and Wales (registration number 05060387) having its registered office at 41 Commonsides, Downley, High Wycombe, Buckinghamshire, HP13 5XG</p>	<p>Your Print Solution provide our webshop platform. Data entered into this service (including delivery addresses) are only used for the purpose of processing orders.</p>

27.4 In addition, YMCA Awards may share information with our regulators and government departments/agencies to support their statutory responsibilities including under the:

- Apprenticeships, Skills, Children and Learning Act 2009
- Skills and Post-16 Education Act 2022

This includes supporting the Personal Learning Record (PLR) and measurement of learner achievement and progress.

27.5 The approved training provider acknowledges that YMCA Awards’ regulators – and government departments/agencies we’re required to share information with – are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The approved training provider commits to providing all reasonable assistance as required by YMCA Awards from time to time to ensure compliance of our regulators and government departments/agencies with their obligations under this legislation.

## 28 DATA PROTECTION ROLES

28.1 This clause sets out the roles of the Parties in relation to the sharing of personal data under this Agreement.

28.2 As an approved training provider, you are an independent data controller of the learner data.

28.3 On receipt of the learner data, YMCA Awards becomes an independent data controller of that data.

28.4 For the avoidance of doubt, you will remain an independent data controller of the personal data which you continue to hold and from which the personal data YMCA Awards holds is created.

- 28.5 The Parties agree that nothing in this Agreement is intended to construe either Party as:
- the data processor of the other; or
  - joint data controllers with one another.

## **29 SUPPLY OF PERSONAL DATA**

- 29.1 You shall supply the personal data to specification and timeframes set out within this Agreement.
- 29.2 You warrant that:
- 29.2.1 The personal data shared with YMCA Awards is accurate and up to date
- 29.2.2 That there are mechanisms in place to rectify inaccurate personal data that has been shared, including updating any recipients of this shared personal data
- 29.2.3 You are permitted to share the personal data in accordance with the Data Protection Legislation (including that you have a legal basis for sharing the data and have provided the appropriate transparency information to data subjects)
- 29.2.4 You shall take such steps as are reasonably required by YMCA Awards to enable YMCA Awards to comply with the Data Protection Legislation.
- 29.3 YMCA Awards shall only use the personal data you provide us for the purpose(s) outlined in Clause 25.3.

## **30 DATA PROTECTION**

- 30.1 The Parties agree that data shared by the approved training provider with YMCA Awards includes data which may be personally identifiable. As such, it shall be treated as personal data (and therefore as being subject to the provisions of this Clause), regardless of whether the approved training provider, or any third party, considers that there is a risk of any particular individual being identified from that data.
- 30.2 The Parties agree that they shall each ensure that any of the data they process pursuant to this agreement is held in strict confidence and securely and that appropriate technical and organisational information security and processing procedures are established and maintained to ensure that at all times. As such, the data is sufficiently protected by them against any Data Loss Event and that they each comply with the requirements of Article 32 of the UK GDPR – i.e. implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk – including without limitation ensuring that the transfer of the data is carried out in a secure manner and as agreed in advance with YMCA Awards.
- 30.3 You shall:
- 30.3.1 Ensure that all individuals who access YMCA Awards' systems on your behalf, do so in accordance with the terms of this Agreement; and
- 30.3.2 Notify YMCA Awards as soon as reasonably practicable if you become aware of any breach by the individuals referred to at Clause 30.3.1.
- 30.3.3 Notify YMCA Awards as soon as reasonably practicable if you become aware of any breach resulting from any other action or inaction.

30.4 YMCA Awards shall ensure that all employees with access to the data you share with us:

- Are informed of the confidential nature of the data and are bound by obligations of confidentiality;
- Have received appropriate training on the relevant requirements of the Data Protection Legislation; and
- Are aware of the duties and obligations of both Parties under the Data Protection Legislation but only to the extent applicable under this Agreement.

30.5 Each Party shall be responsible for dealing with and responding to Data Subject Requests, enquiries or complaints – including any request by a data subject to exercise their rights under Data Protection Legislation – it receives, unless agreed otherwise in this Agreement (or as the Parties may agree in writing from time to time).

30.5.1 The Data Protection Officer for YMCA Awards can be contacted at [data.protection@ymca.co.uk](mailto:data.protection@ymca.co.uk).

30.5.2 You are responsible for ensuring that your Data Protection Officer is set up as a user in Y-Connect and their contact information is kept up to date. Where no Data Protection Officer is identified within Y-Connect, we will assume this role is fulfilled by the Main Centre Contact.

30.6 Each Party shall fully co-operate with the other to ensure compliance with the Data Protection Legislation in respect of the personal data including, in complying with and responding to:

- an information notice, or any other notice (including in particular any de-registration, enforcement or transfer prohibition notices) served by the Commissioner;
- any other request, complaints or communication relating to either Party's obligations under the Data Protection Legislation (whether from data subjects or otherwise);
- any investigation of any breach or alleged breach of the Data Protection Legislation which relate to the data.

30.7 You shall promptly – and without undue delay – report to [awards.support@ymca.co.uk](mailto:awards.support@ymca.co.uk), any circumstance of which you become aware which:

- may mean that this Agreement has not been complied with;
- may cause any Party to breach the Data Protection Legislation as a result of processing carried out in connection with this Agreement;
- suggests that there has or may have been a Data Loss Event; and/or
- may mean that there has been unauthorised processing of any personal data that is shared or accessed between them under the terms of this Agreement.

We shall promptly – and without undue delay – report similar incidents to your Main Centre Contact (as recorded in Y-Connect).



- 30.8 Where a Party reports a matter to the other under Clause 30.7 (“Reporting Party”), and it has reasonable grounds for believing that there has or may have been a Data Loss Event or a breach by the other Party of this Agreement (a “Respondent”), the Respondent shall immediately provide all reasonable co-operation to the Reporting Party to enable the Reporting Party to determine as far as possible:
- whether such a breach has taken place, the scope of any breach and the cause of any breach; and
  - action which is appropriate for the Reporting Party or the Respondent to take to remedy or mitigate the impact of any such breach.
  - Without prejudice to any rights or remedies which either Party may have under this Agreement or otherwise, where a Party investigates a potential breach (including a Data Loss Event) under this Agreement and determines that a breach (or Data Loss Event) has taken place, the Party in breach shall (at its own cost and expense) promptly carry out any reasonable steps which the other Party may specify as required to remedy or mitigate the impact of the breach (or Data Loss Event).
- 30.9 Without prejudice to any other rights or remedies which either party may have under this Agreement or otherwise, each Party acknowledges and agrees that damages would not be an adequate remedy for any breach of this Agreement by the other and the Party not in breach shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any provision of this Agreement.
- 30.10 YMCA Awards may host data with a third party located outside the UK. In which event YMCA Awards will ensure that:
- the transfer is to a country approved by the Commissioner as providing adequate protection pursuant to Article 45 of the UK GDPR;
  - there are adequate safeguards in place pursuant to Article 46 of the UK GDPR;
  - one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer; or
  - the transfer is otherwise permitted by Data Protection Legislation.
- 30.11 Each Party remains responsible for their respective compliance obligations under the Data Protection Legislation.
- 30.12 YMCA Awards shall not retain or process the data for longer than is necessary to carry out the purposes outlined in Clause 25.3.

**31 REVIEW OF DATA SHARING AGREEMENT**

- 31.1 Each Party (the Requester) shall provide the other (the Disclosing Party) with such information as the Requester may reasonably require to enable the Disclosing Party to verify its compliance with this Agreement.
- 31.2 Without prejudice to either Party’s other rights and remedies whether under this Agreement or otherwise, in the event that a Party identifies any non-compliance with this Agreement in exercise of its right under Clause 31.1, the Party not in compliance shall:
  - remedy the non-compliance and shall take such steps as the other reasonably requests for this purpose; and
  - reimburse the other for any and all reasonable costs and expenses properly incurred by the other in connection with the exercise of its rights.

**SIGNED by the Parties:**

YMCA Awards		Approved training provider
Signature		
Name	Simon Titley	
Job title/role	Head of YMCA Awards	
Date	01/11/2024	

# Schedule 3: Specification of services

This Schedule sets out the details of the Agreement commencement date, minimum term, notice period and the services that will be delivered.

<b>Commencement date</b>	01 December 2024
<b>Minimum term</b>	12 months
<b>Notice period to terminate agreement after minimum term</b>	30 days

## A. What YMCA Awards will deliver

### 32 RELATIONSHIP MANAGEMENT

32.1 We are committed to providing our approved centres with industry leading standards of service, support and guidance. As part of this commitment, we will allocate you with:

- A primary contact within YMCA Awards who will stay in regular communication, keeping you up to date on YMCA Awards products and services.
- A named external quality assurer responsible for overseeing your delivery.
- Assurance that qualifications have been supported by employers and aligned to recognised industry standards
- Access to our subject matter experts to support with planning for delivery of new qualifications and where queries come up during your delivery

[Find out more about our customer service commitments](#)

### 33 SECTOR ENGAGEMENT

33.1 We will keep you informed on changes within the sector, including updates to standards and changes within funding that may impact your provision.

33.2 As a YMCA Awards approved training provider, you will also be on the cutting edge of helping to shape the of teaching and assessment within the sector. We will:

- Involve you in review of our existing products and services
- Share early drafts of qualification specifications and assessment materials for feedback
- Invite you to attend focus groups with other YMCA Awards' training providers and/or employer partners.

### 34 YMCA AWARDS UPDATES

34.1 You will receive an email at least quarterly keeping you up to date with YMCA Awards activities and sharing updates from other stakeholders within YMCA Awards' network.

34.2 We will also invite you attend regular standardisation and training events to support your delivery of our qualifications.

## 35 ADDITIONAL APPROVAL

35.1 YMCA Awards will review all applications to expand your provision with us – for no additional application fee – including requests to:

- Add new additional qualifications to your delivery
- Add or make changes to the qualifications your staff can teach, assess and internally quality assure
- Add or make changes to the sites or locations you use to teach, assess and quality assure our qualifications.

Although we will waive the initial review fee for new endorsement applications for approved centres, we will charge content review fees as outlined in our endorsement policy.

[Find out more about endorsement](#)

## 36 QUALITY ASSURANCE

36.1 We will complete quality assurance activities on your teaching, assessment and internal quality assurance in line with our External Quality Assurance Policy and Clause 8.

[View our External Quality Assurance Policy](#)

## 37 RECOGNITION OF YOUR YMCA AWARDS' APPROVED TRAINING PROVIDER STATUS

37.1 We will recognise your approved training provider status by:

- allowing you to use our “YMCA Awards Approved Centre” logo in line with Clause 15
- listing your centre on our website, including details of qualifications you are approved to deliver.

37.2 On request, we will also add your logo to electronic certificates we issue to your learners. It is not possible to add your logo to hard copy certificates.

## B. What you will deliver

### 38 TEACHING, ASSESSMENT AND QUALITY ASSURANCE OF LEARNERS

38.1 You must deliver qualifications you are approved to deliver in line with requirements set out in the qualification specification and this Agreement.

38.2 You must register learners for all qualifications and/or qualification components:

- before learners access any YMCA Awards eLearning resources
- before summative assessment for any qualification components has taken place.
- within the first 10% of the delivery of the programme.

38.3 Although we have a regulatory responsibility to protect the interests of registered learners, you are responsible for any fees paid by learners and the services they receive.

**SIGNED by the Parties:**

YMCA Awards		Approved training provider
Signature		
Name	Simon Titley	
Job title/role	Head of YMCA Awards	
Date	01/11/2024	

# Schedule 4: Fees and payments

This Schedule sets out the details of how we will charge for the services outlined in **Schedule 3: Specification of services**.

## 39 FEES

- 39.1 We will charge qualification fees at the point of registration. All other fees will be charged at the point the product or service is requested.
- 39.2 We will charge for our products and services using the fees detailed on our website. These fees will increase:
- 39.2.1 On 1 January 2025, by:
- £0.50 for products priced below £35 prior to the increase
  - £1.00 for products priced at less than £65 but greater than or equal to £35 prior to the increase
  - £1.50 for products priced at £65 or more prior to the increase.
- 39.2.2 On 1 August 2025, in line with our 2025/26 pricing strategy, to take account of funding reforms. We will communicate our 2025/26 pricing strategy on or before 1 May 2025.
- 39.2.3 Annually on 1 August thereafter linked to the most recent March Consumer Price Index (CPI) inflation figure published by the Office for National Statistics. We will communicate this change on or before 1 May each year.

[View fees for our products and services, and our minimum spend requirements](#)

- 39.3 We will charge for all products and/or services we provide in GBP Sterling (£). VAT will be applied where applicable (e.g. for eLearning).
- 39.4 We require all customers to spend a minimum of £350 in learner registration fees each year (1 August – 31 July). If you need external quality assurance but haven't met this minimum since your last EQA activity, we will invoice you for the difference at the end of the academic year.

[View fees for our products and services, and our minimum spend requirements](#)

- 39.5 Following endorsement of any non-regulated courses, we will charge an annual renewal fee.

## 40 CREDIT ACCOUNT

- 40.1 If you request a credit account:
- 40.1.1 We will carry out a credit check as part of our centre approval process and periodically after you have been approved to deliver our products and/or services.
- 40.1.2 We reserve the right, based on the outcome of credit checks and your compliance with our payment terms, to:
- apply a credit limit to your account, or amend an existing credit limit

- require payment in advance for products and services being delivered
- request a copy of your company accounts.

40.1.3 We will issue invoices electronically to the finance email address you have provided. It is your responsibility to ensure the finance contact information we hold for you is correct.

40.1.4 Where required, you must provide a purchase order (PO) number when requesting our products and/or services.

40.2 You must settle invoices within 30 days of the issue date or as otherwise provided for in the Agreement. Where this does not happen, we will be entitled to:

40.2.1 Charge interest on the outstanding amount at the rate of 4% per year above the Bank of England base rate accruing daily;

40.2.2 Require you to pay, in advance, for any Services (or any part of the Services) which have not yet been performed;

40.2.3 Not perform any further services, including:

- Removing your access to our systems, suspend our services or withdraw approval to deliver our qualifications and/or qualification components
- Refusing to process any further orders for products and/or services (e.g. providing access to eLearning or our resources).
- Passing your details to a debt recovery company.

## 41 UP FRONT PAYMENT

41.1 You must contact the YMCA Awards support team to arrange for payment to be taken before submitting requests for our products and/or services where:

- You do not request a credit account;
- Your application for a credit account is refused; or
- We require you to pay in advance for services following late or non-payment.

## 42 REFUNDS

42.1 We will issue refunds for withdrawn learners, unused and resalable products or services as outlined below:

Days since request submitted	Refund entitlement
0-14	Full refund
More than 14 days	No refund

42.2 We will not refund qualification fees if the learner has completed any external assessments, regardless of the age of the registration.

42.3 We will not refund fees for digital products or services (e.g. eLearning) where the learner has logged in to access the digital product or service.

**SIGNED by the Parties:**

YMCA Awards		Approved training provider
Signature		
Name	Simon Titley	
Job title/role	Head of YMCA Awards	
Date	01/11/2024	



Blank Page

The logo consists of a solid blue square. Inside the square, the word 'YMCA' is written in a white, rounded, sans-serif font. Below it, the word 'awards' is written in a white, lowercase, sans-serif font.

# YMCA awards

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*YMCA Awards is part of Central YMCA – the world’s first YMCA – a national charity that’s been helping people make positive changes in their lives since 1844.*

*We’re experts in education, health, and wellbeing with over 25 years’ experience developing UK-regulated and globally recognised qualifications.*

*We work closely with industry experts, employers, and training providers to make sure that our products and services deliver life-changing opportunities. With over half a million qualifications awarded, 350,000 people have advanced their career with YMCA Awards.*

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[www.ymcaawards.co.uk](http://www.ymcaawards.co.uk)

