

IFA Accredited Training Provider

Agreement

Agreement

Date of agreement: *[Insert date]*

Parties to this agreement

1. **Institute of Financial Accountants (IFA), CS111, Clerkenwell Workshops, 27-31 Clerkenwell Close London EC1R 0AT** and
2. **Training provider, *[Insert name and address]***

Within the agreement the parties named above shall be referred to as 'the parties'.

Duration of this agreement

This agreement will be in place from the date of agreement by both parties (see clause 17) and will remain in place for a period of 3 years unless terminated in line with the termination clause in clause 14.

Purpose of this agreement

This agreement is for the purpose of clearly specifying the role and responsibilities of a training provider in their dealings with the IFA. By signing this agreement the training provider confirms their understanding of the terms and conditions and agrees to adhere to the requirements herein. The terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of a training provider.

Points hereby agreed

The **training provider** hereby agrees that it will:

1. **Retention of records and access to records, people and premises**
 - 1a. Maintain all learner records and details of achievement in an accurate, timely and secure manner in line with the requirements of the IFA and current data protection legislation and make these records available for external quality assurance and auditing purposes, as required.
 - 1b. Take all reasonable steps to comply with requests from the IFA for information, data or documents required by the IFA as soon as practicable.
 - 1c. Retain complete accurate records, for at least three years from completion of all qualifications or programmes, and make these available to the IFA upon request. The records required will be specified by the IFA and may include assessment and verification records, certificate claims, learner data for each qualification etc.
 - 1d. Provide the IFA on reasonable notice (usually with 7 days), access to premises, people and records as required, and fully cooperate with their monitoring activities, including but not limited to providing access to any premises used (including satellite sites).
 - 1e. Secure permission from each learner for registration details and results to be provided to the IFA.

2. Monitoring activity and investigations

- 2a. Assist the IFA in carrying out any reasonable monitoring activities and any investigations made for the purposes of performing its functions.

3. Training provider workforce

- 3a. Retain a workforce of appropriate size and competence to undertake the delivery of the qualification. This includes taking reasonable steps to ensure occupational competence where this is required by the IFA for the assessment of specific qualification(s).
- 3b. Ensure that it has available sufficient managerial and other resources to enable it to undertake and monitor the delivery of the qualification effectively and efficiently as required by the IFA.
- 3c. Provide staff with appropriate inductions and professional development (including a development plan) to ensure staff can maintain the relevant expertise and competence required by the IFA.
- 3d. Supply staff CVs and other evidence (for example original certificates) to the IFA upon request in a timely manner.
- 3e. Have in place appropriate staff and relevant systems before the qualifications are made available in accordance with the requirements of the qualification(s).
- 3f. Ensure that staff involved with a qualification understand the relevant specification provided by the IFA.
- 3g. Ensure effective communications systems are in place internally to keep all relevant staff informed of current IFA policies and procedures.
- 3h. Ensure that quality assurance and management processes are in place and that these apply across all satellite locations.

4. Legislation

- 4a. Ensure the provision of the qualification in accordance with equalities law.
- 4b. Ensure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the requirements of health and safety regulations.
- 4c. Comply with the requirements of current data protection legislation in relation to all learner data. The data collected from learners will only be used for the purpose for which it has been collected and personal learner information will not be disclosed to any unauthorised person or body. Personal data will be processed in accordance with the Training Provider's registration under the data protection legislation.
- 4d. Comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time.

5. Complaints and appeals

- 5a. Operate a complaint handling process or appeals process for the benefit of learners.
- 5b. Adhere to the IFA's appeals process and provide appropriate information and support to enable learners to access the appeals process.

5c Operate a complaint handling process for the benefit of staff.

6. Malpractice and maladministration

- 6a. Have in place robust procedures for preventing and investigating incidents of malpractice or maladministration which are up to date and communicated across the Training Provider, its satellite Training Providers, sub-contractors and third parties.
- 6b. Regularly review procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.
- 6c. Take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- 6d. Take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- 6e. Develop an action plan for managing and rectifying the negative impact of any incidents of malpractice or maladministration and make this action plan available to the IFA as required. This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not recur in the future.
- 6f. Take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future.
- 6g. Deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 6h. Promptly notify the IFA of any incidents of malpractice or maladministration.
- 6i. Provide access to documents, records, data, staff, third parties, sub-contractors, learners, satellite centres or any other resource required by the IFA during an investigation of malpractice or maladministration.

7. Final assessment management

- 7a. Ensure that all assessments are administered according to the procedures provided by the IFA.

8. Resources

- 8a. Use buildings that provide access for learners for assessment purposes, in accordance with relevant equalities legislation.
- 8b. Ensure that the full range of relevant, current equipment required to assess the qualification is supplied.
- 8c. Adhere to any final assessment requirements as detailed in the relevant Accredited Training Provider guide.
- 8d. Provide the necessary resources in accordance with any requirements outlined in the relevant Accredited Training Provider guide.
- 8e. Maintain adequate systems and resources – including where appropriate, equipment, materials and software – to support the delivery of the qualification(s).

- 8f. Ensure the security of any final assessment material in respect of storage and the handling process in line with the requirements of the IFA.
- 8g. Have the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of the IFA's qualifications.
- 8h. Have appropriate arrangements and agreements in place with any third parties or suppliers who provide goods or services to the Training Provider which contribute to the delivery and/or assessment of the qualification(s).
- 8i. Have the staff, resources and systems necessary to support the assessment of units and the award, accumulation and transfer of credits.
- 8j. Ensure that the learning provided to learners is of the appropriate quality, level and detail to meet the requirements of each unit.
- 8k. Have in place robust systems to monitor the quality of learning provided.

9. Learner registration and certification

- 9a. Register each learner in line with the requirements of the IFA to ensure that each learner is uniquely identified.
- 9b. Register/enter learners for assessment in an efficient manner.
- 9c. Take appropriate and reliable steps to confirm each learner's identity prior to the final assessment taking place.
- 9d. Use the record of the learner's previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where learner consent is given.
- 9e. Recognise any restrictions regarding the minimum amount of time that learners must be registered with the IFA before certification.
- 9f. Take reasonable steps to ensure that all relevant Training Provider staff understand how and when to apply for learner registration and certification.
- 9g. Take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

10. Management of third parties and sub-contractors

- 10a. Implement, communicate and maintain an effective system for the management of all third-party and sub-contracted services and any satellite sites affiliated to the training provider and ensure that all policies and requirements referred to in this agreement apply to these third parties and sub-contractors.
- 10b. Ensure that where a partnership arrangement exists the respective roles and responsibilities are documented and made available to the IFA as required.
- 10c. Have in place agreements with third parties and sub-contractors to ensure that all policies and requirements referred to in this agreement are enforceable with third parties and sub-contractors.
- 10d. Ensure it has effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of the IFA and the regulators.

11. Withdrawal of approval and interests of learners

- 11a. Co-operate fully with the IFA in cases where either the training provider or the IFA decides it needs to withdraw the training provider from its role in delivering a qualification. This co-operation will be provided whether the withdrawal is voluntary or not from the training provider's perspective.
- 11b. Take all reasonable steps to protect the interests of learners in the case of such a withdrawal as referred to in point 11a above. This will apply whether the withdrawal is voluntary or not from the training provider's perspective.
- 11c. Adhere to the process specified by the IFA for the withdrawal of the training provider from the delivery of a qualification or all qualifications which is specified in the relevant Accredited Training Provider guide.

12. Invoicing

- 12a. Provide payment of all valid invoices presented by the IFA within the stated terms and conditions.

13. Training provider requirements

- 13a. Comply with all of the requirements detailed in the relevant training provider guide in order to continue to deliver qualifications on behalf of the IFA.

14. Termination

- 14a. This agreement can be terminated by either party, in writing with at least three months' notice. Sections 1, 2, 3, 5c, 6, 12 and 13 of this agreement continue beyond termination.

15. IFA responsibilities

The **IFA** hereby agrees that it will:

- 15a. Set out all the requirements with which the training provider must comply in order to continue to deliver the qualification or programme.
- 15b. Take all reasonable steps to protect the interests of learners where the training provider withdraws from the delivery of a qualification.
- 15c. Specify a process to be followed in any withdrawal whether voluntary or not of the training provider from its role in delivering a qualification, or from qualification delivery or training provider approval in general.
- 15d. Answer accurately, fully and within a reasonable time any reasonable enquiries received from learners of qualifications.
- 15e. Provide effective guidance to the training provider in respect of the parts of the delivery of qualifications which the training provider undertakes.
- 15f. Upon request, provide the training provider with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- 15g. Comply with the requirements of current data protection legislation in relation to all personal data supplied by the training provider. The data collected from training providers will only be used for the purpose for which it has been collected and will not be disclosed to any unauthorised person or body. Personal data will be processed in

accordance with the IFA's registration under the Data Protection Act 2018. The IFA will not disclose information if to do so would breach a duty of confidentiality or any other legal duty.

16. Accredited training provider agreement and declaration

I, the undersigned, declare that the training provider understands that this is an enforceable agreement between the training provider and the IFA. I further understand and agree that this agreement applies for whole period of time during which the training provider operates as an 'accredited' training provider of the IFA and that the IFA has the right to issue updates and amendments to the agreement from time to time.

I accept that if the training provider defaults on the commitments made in this application it may lead to the removal of qualification accreditation and possibly training provider recognition status.

I declare that I am authorised by the training provider to supply the information given above and, at the date of signing, the information provided is a true and accurate record to the best of my knowledge. I further declare that I am authorised by the training provider to sign this agreement on behalf of the training provider.

The parties hereto have caused this agreement to be executed on the 'Date of Agreement' specified above. I agree to act in accordance with the requirements specified in this agreement.

17. Governing law and jurisdiction

This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

In signing this agreement, the signatories warrant they have the necessary capacity and authority to bind their organisation legally to its terms.

The application for accredited training provider status and the information given by the training provider forms an integral part of this agreement.

Signed for and on behalf of IFA by:

Signature

Name:

Role:

Date:

Signed for and on behalf of [training provider] by:

Signature

Name:

Role:

Date: