

Blue Fin Building
110 Southwark Street
London SE1 0TA

T +44 (0)20 3752 4700
E info@trinitycollege.com
trinitycollege.com

To

Affinity 2020 CIC
Company/Charity/Tax registration number (if applicable): 12409413
Department for Education number (if applicable): 10086901
Full address of registered office:
Street/Square: C/O 205 Outgange Lane
0
Post Code: S60 3QY
Town: Dinnington
County/Province: Sheffield
Country: United Kingdom
Trinity College London centre registration number: 69745
(**'you'**, **'your'**, **'your centre'**).

Date: 03/11/2023

Dear Affinity 2020 CIC

Letter of appointment as an Arts Award Centre for Trinity College London

I write to confirm your appointment as an Arts Award Centre with effect from 01/11/2023 (the '**Commencement Date**') on the terms and conditions enclosed with this Letter (the '**Terms and Conditions**'). Capitalised terms, where not otherwise defined, have the meaning given to them in the Terms and Conditions.

Your appointment is in respect of the following Qualification(s):

Arts Award Discover
Arts Award Explore
Bronze Arts Award
Silver Arts Award
Gold Arts Award

As an Arts Award Centre, you will provide the Qualification Delivery Services to Trinity and its candidates in respect of the Qualification(s).

Please read this Letter and the Terms and Conditions carefully before signing. We also recommend that you read Trinity's best practice guidebook for the relevant Qualification(s) (available at www.artsaward.org.uk/bpg). When you sign, we will each receive an electronic copy of the signed Letter automatically for our records.

Thank you for choosing the Qualification(s). We look forward to bringing them to your learners in line with our mission to promote and foster the best possible communicative and performance skills through assessment, content and training which are innovative, personal and authentic.

Yours faithfully

SIGNED for and on behalf of **TRINITY COLLEGE LONDON** by a duly authorised signatory on the date stated above:



EREZ TOCKER

CHIEF EXECUTIVE

Date: 01/11/2023

You confirm that you have read, understood and agree to the contents of this Letter and the Terms and Conditions:

Name of organisation (as it appears on official company documentation):

Affinity 2020 CIC

Company/Charity registration number (if applicable): 12409413

Department for Education number (if applicable): 10086901

Full address of registered office:

Street: C/O 205 Outgange Lane

0

Post Code: S60 3QY

Town: Dinnington

County/Province: Sheffield

Country: United Kingdom

Address for correspondence and certificates (if different, must be a business addresses):

Street: C/O 205 Outgange Lane

0

Town: Dinnington

County: Sheffield

Country: United Kingdom

Post Code: S60 3QY

Centre Representative: Charlotte

Elliott

Job Title: CEO

Email: affinity2020cic@gmail.com

Telephone: 07595397859

Arts Award Centre registration number: 69745

SIGNED for and on behalf of the **ARTS AWARD CENTRE** on the date stated below:

Charlotte Elliott

Charlotte Elliott (Nov 8, 2023 20:19 GMT)

Charlotte Elliott

CEO

Nov 8, 2023

TERMS AND CONDITIONS FOR ARTS AWARD CENTRES

THIS AGREEMENT is made BETWEEN:

(1) **Trinity College London** (company registration no 2683033), a registered charity in England and Wales (charity no. 1014792) and Scotland (charity no. SC049143) whose registered office is at the Blue Fin Building, 110 Southwark Street, London SE1 0TA, United Kingdom, and its successors and permitted assigns ('Trinity', 'we', 'our', 'us'); and

(2) **Affinity 2020 CIC**

Company/Charity/Tax registration number (if applicable):
12409413

Department for Education number (if applicable): 10086901

Full address of registered office:

Street/Square: C/O 205 Outgange Lane
0

Post Code: S60 3QY

Town: Dinnington

County/Province: Sheffield

Country: United Kingdom

Trinity College London centre registration number: 69745

('you', 'your', 'your centre'),
each, a 'party' and together, the 'parties'.

BACKGROUND

Trinity is a leading international awarding organisation providing regulated qualifications in the English language and in a range of disciplines in the performing arts. You wish to become an Arts Award Centre and offer the Qualification(s).

1. APPOINTMENT AS AN ARTS AWARD CENTRE

- 1.1 We appoint you as an Arts Award Centre for the duration of this Agreement for the Qualification(s) specified in the Letter.
- 1.2 Your centre is only registered to offer the above Qualifications and only in England, Wales, Scotland and Northern Ireland. Your registration is conditional upon your implementation of, and compliance at all times with, the Validation Requirements for the Qualification(s). You can apply to register for additional Qualification(s) in accordance with our application and validation procedure.
- 1.3 Trinity may produce new or withdraw current qualifications during the period that this Agreement is in force. We will confirm in writing to you with reasonable notice where possible any qualifications that are to be added to or withdrawn from your registration.
- 1.4 In order to be satisfied that your organisation continues to meet the Validation Requirements, Trinity reserves the right to carry out a Validation Visit as a pre-condition to this Agreement, or in the middle of the first course you run for the Qualification(s) and additional 'spot check' Validation Visits conducted at any time at short notice.
- 1.5 If you modify any aspect of running a Qualification for which you obtained validation, you must notify Trinity as soon as reasonably practicable as such change may trigger a requirement for re-validation.
- 1.6 In the course of any Validation Visit or Assessment/Moderation, you undertake to assist Trinity, and hereby grant it any necessary right of access to your information, premises and/or facilities as it may reasonably require.
- 1.7 Each party will perform its responsibilities under this Agreement (including those applicable to you set out at Schedule 1) to high standards of customer care and academic practice and in accordance with:
 - (i) Trinity's policies on its website or notified to you from time to time, including its Conflict of Interest Policy, Data Protection Policy, Modern Slavery Policy, Anti-Bribery Policy, Sanctions Policy, Malpractice Policy, Child-vulnerable Adult Safeguarding Policy and Young People's Images Policy;
 - (ii) Trinity's Qualification specifications, regulations and operational procedures, as set out in its Validation Requirements, Art Award specification (toolkit), Best Practice Guidebook, validation guidance and Arts Award regulations, information and guidance as notified to you from time to time; and
 - (iii) all applicable laws and regulations.
- 1.8 Unless otherwise agreed with us in advance, you agree to use Trinity's IT Systems and online platforms for the administration of the Qualification(s).
- 1.9 You agree that you will ensure that you have a trained Arts Award Adviser responsible for delivering the Qualification(s) at your centre. You agree to enter into an appropriate contract (such as a contract of employment or a consultant/contractor contract) with each such Arts Award Adviser. You also agree to ensure that each such Arts Award Adviser is a fit and proper person to conduct the Qualification(s), complies with all applicable laws (including as regards safeguarding) and has completed the necessary training as mandated by Trinity prior to delivering each Qualification that you offer. You also agree to ensure that the Arts Award Adviser for your centre is effectively supported and supervised in their role.
- 1.10 You agree to promptly provide us with the information we require or that we may request from time to time, including the Personal Data of candidates and, where candidates are under 18 years of age, such candidates' parents or legal guardians, in relation to our obligations under this Agreement.
- 1.11 You agree to inform us promptly of any material changes to information that you have supplied to us, including your details, approved venue locations and key contacts.
- 1.12 You warrant that the information provided by you in connection with your registration as an Arts Award Centre is true and not misleading.

2. TRINITY'S COMMITMENT TO YOU

- 2.1 On registration, you will receive from us your Arts Award Centre Logo and information to enable you to access Trinity IT Systems, register and prepare learners and assist with the conduct of the Qualification(s) in accordance with Trinity's applicable specifications, syllabuses, regulations, operational procedures, information and guidance.
- 2.2 Subject to clause 2.3 below, and the booking conditions set out in clause 3, once you have enrolled candidates onto the Qualifications and provided us with the results of their Assessments, we will issue certificates to the successful candidates.
- 2.3 We may, at our sole discretion, choose to Moderate your Assessment(s) of one or more candidates prior to issuing certificates to such candidate(s) (as applicable). Where we choose to do so, we may ask you to submit to us, including via Trinity's online platform and systems, additional information in relation to the candidates' work and your Assessment and after receiving this additional information, we will Moderate your Assessment, notify you of the result of such Moderation and provide you with any relevant feedback.
- 2.4 We will publish your centre contact details on our website once you have loaded them onto Trinity IT Systems (except where you have expressly told us not to).
- 2.5 In selected countries (as determined by us), we will provide in-country support via a regional office or representative.
- 2.6 We will regularly update you on product and delivery developments.

3. BOOKING ARTS AWARD QUALIFICATIONS AND ADVISER TRAINING

- 3.1 We publish the details of our certification, Qualifications, moderations, Arts Award Adviser training and the corresponding Fees periodically and reserve the right to update any such terms and conditions on giving reasonable notice. You may book staff/the professionals you work with onto our Arts Award Adviser training dates or request a large group booking, subject to our standard terms and conditions.
- 3.2 You will collect and pay the Fees to Trinity, including Qualification Fees on behalf of your candidates and fees for Arts Award Adviser training sessions on behalf of your staff/professionals.

- 3.3 The Qualification Fees shall become payable by you to Trinity when candidates are enrolled with Trinity for the Qualification(s). Fees for the Arts Award Adviser training sessions shall become payable by you to Trinity when your staff/professionals are enrolled with Trinity for the Arts Award Adviser training sessions.

- 3.4 Your booking will be secured once we have confirmed that the Qualification may go ahead and you have paid in full all of the applicable Fees (and any VAT or other sales tax, if applicable) due to us and (unless agreed with us in advance in writing or required under tax law) without any set-off, counter-claim, deduction or withholding save where Trinity offers you a discount.

4. CONFIDENTIALITY, SECURITY AND DATA MANAGEMENT

- 4.1 The parties agree that each party is an independent Data Controller of Stakeholders' Personal Data under Data Protection Law. Each of the parties will ensure that it complies with the applicable Data Protection Laws at all times during the term of this Agreement. Where required, each of the parties shall enter into any data transfer agreement required by the applicable Data Protection Laws.
 - 4.2 Each party agrees to provide the other with such reasonable cooperation and assistance as is necessary to enable the other to comply with its obligations as a Data Controller in respect of Stakeholders' Personal Data, including to enable the other to comply with Stakeholders' subject access requests, complaints and appeals.
 - 4.3 Each party will ensure that Stakeholders' Personal Data is accurate and kept up-to-date.
 - 4.4 Trinity will process Stakeholders' Personal Data received from you in accordance with Trinity's privacy statements available on Trinity's website. You agree to inform Stakeholders that their Personal Data will be transferred to Trinity to be processed and bring Trinity's privacy statement (available at <https://www.trinitycollege.com/page/data-protection>) to their attention. You will process Stakeholders' Personal Data received from Trinity in relation to the verification of candidates' identity, administration of, booking, hosting, moderating and monitoring Qualification(s), disseminating Qualification results, distributing Qualification certificates (if applicable), marketing, training, research and statistical purposes. Where applicable, Trinity will inform Stakeholders that their Personal Data will be transferred to you to be processed for these purposes.
 - 4.5 Each party will not transfer any Stakeholders' Personal Data, including to the other party, unless the transfer complies with Data Protection Laws and will seek consent where necessary in order to transfer Stakeholders' Personal Data, including to countries where data protection laws are deemed by the European Community or the United Kingdom to offer inadequate protection to individuals.
 - 4.6 Each party will implement appropriate technical and organisational measures to protect Personal Data against a Data Security Breach. You will also comply with our security requirements applicable to the administration, hosting and delivery of the Qualification(s), including for the storage of Qualification materials and the verification of candidates' identity.
 - 4.7 Each party will notify the other immediately and within 72 hours in the event of a notifiable Data Security Breach relating to the applicants or candidates of your centre or their parents, guardians or teachers and provide the other with such reasonable assistance as is necessary to facilitate the handling of such Data Security Breach in an expeditious and compliant manner.
 - 4.8 Each party will keep the other party's Confidential Information secret and secure, except when required to disclose such information to the court or other authority.
- #### 5. USE OF TRINITY INTELLECTUAL PROPERTY
- 5.1 Trinity hereby grants to you, for so long as this Agreement remains in force, a royalty-free, non-exclusive, non-transferable, non-sublicensable right to use your Arts Award Centre Logo and any such other Trinity marks that designate your Qualification(s). You will ensure that all materials produced by you in connection with the Qualification(s) comply with Trinity's brand guidelines and any limitations or restrictions issued by us from time to time.
 - 5.2 Your Arts Award Centre Logo and this Agreement are valid proofs of your centre registration by Trinity. You will not misrepresent the nature of your Arts Award Centre status to others and, in particular, you will not suggest in any way that your centre is owned or controlled by Trinity or that it has been accredited or franchised by Trinity.
 - 5.3 You confirm that you hereby assign to Trinity any intellectual property created by you that incorporates or is derived from Trinity's Intellectual Property. For the avoidance of doubt, this clause does not affect candidates' ownership of intellectual property rights in a Portfolio or in creative works submitted for the Qualification.
 - 5.4 You will not use or seek to register any mark, design, business name or domain name comprising or being confusingly similar to any Trinity Intellectual Property, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with Trinity, or interfere with the registration or validity of Trinity's Intellectual Property.
 - 5.5 For the avoidance of doubt, a breach of any of the provisions of this clause 5 will be considered a material breach of this Agreement.
- #### 6. SPECIAL CONDITIONS
- 6.1 To protect the interests of candidates, you will only enrol candidates for a Qualification whom you reasonably expect to complete their chosen qualification.
 - 6.2 Trinity is a regulated awarding organisation. To this end, you agree to take all necessary and reasonable steps to facilitate compliance by Trinity with the requirements of its regulators, including Ofqual's General Conditions of Recognition, such as by complying with any reasonable written instruction issued by Trinity for such purpose and/or (at our cost) assisting a regulator with any investigations made for the purpose of performing its functions.
 - 6.3 You agree and undertake that:
 - (i) you will make available sufficient, appropriately qualified staff and managerial and other resources for the effective and efficient delivery of the Qualification(s);
 - (ii) where you engage anyone to assist you with hosting the Qualification(s), you will ensure that they have the appropriate capacity and capability to fulfil their role and are contracted (as far as applicable) on the same terms and conditions as set out in this Agreement;
 - (iii) you will not discriminate against any person under any applicable law on equality;
 - (iv) you will be solely responsible for ensuring that you comply with all applicable laws and legal requirements relating to your tax affairs (including registration and payment);
 - (v) you will have sole control over and responsibility (including for remuneration and payment) for any persons working for your centre and will ensure that they comply with local health and safety regulations and do not discriminate against any person under any applicable law on equalities;
 - (vi) you will not, and will procure that none of your personnel, agents or subcontractors, commit any offence under Trinity's Anti-Bribery Policy or Trinity's Safeguarding and Child Protection Policy and Procedures. A breach of this provision will be deemed a material breach under clause 9.2(ii);
 - (vii) you have valid Disclosure and Barring Service Enhanced Disclosures (DBS) for relevant permanent/temporary/volunteer staff, Arts Award advisers and freelancers or contractors involved in the delivery of Arts Awards under this Agreement;
 - (viii) you have a Safeguarding Policy in force and will maintain it in force at all times whilst this Agreement remains in effect; and
 - (ix) you will keep a record of the Arts Award Adviser's assessments and a sample of Portfolios undertaken annually, for a period of three years from the date of each such assessment.
 - 6.4 Upon receiving reasonable notice from Trinity, you will take all reasonable steps:
 - (i) so as to enable Trinity (or its auditors where appropriate) to inspect and audit your records relating to the provision of the Qualification Delivery Services, including concerning the conduct of Qualification(s), compliance with Trinity's data processing requirements, or any payments due and payable to or by Trinity; and
 - (ii) to comply with requests for disclosure of information and/or documents by Trinity or its regulators within any timescales reasonably specified (including urgently where reasonably required),provided that Trinity is not permitted to inspect, nor are you required to disclose, commercially sensitive information and/or documents. You will keep such records for so long as this Agreement remains in force and for 24 months thereafter.
 - 6.5 Your complaints and appeals about Trinity's Moderations will be handled in accordance with Trinity's

- published procedures for complaints and appeals.
- 6.6 You will establish, maintain, publish and comply with a written complaints procedure and provide a copy to Trinity upon request. It shall include process and timescales for responding to and dealing with complaints including complaints from candidates and/or candidates' parents or legal guardians.

7. RISK AND INSURANCE

- 7.1 You will take reasonable steps to identify the risk of any incident in relation to your role as an Arts Award Centre which could harm or prejudice candidates and seek to prevent and mitigate it as far as reasonably possible.
- 7.2 You will notify us as soon as possible of any incident or significant risk of any incident which might result in your non-compliance with Trinity's rules and regulations.
- 7.3 Trinity maintains full and comprehensive insurance to cover its own risks. Similarly, for the duration of this Agreement and for one year thereafter, you will maintain appropriate insurance under local law to cover the potential risks arising from your role as an Arts Award Centre and your provision of the Qualification Delivery Services and will produce proof of valid insurance on request.

8. LIMITATION OF LIABILITY AND INDEMNITY

- 8.1 Subject to clause 8.2 and save in respect of any liability for death or personal injury, fraud or fraudulent misrepresentation or any liability that cannot be excluded or limited under English law:
- neither party will have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect or consequential loss arising under or in connection with this Agreement; and
 - the maximum liability of a party under this Agreement is limited to a sum equal to the greater of (a) the total Fees payable by you under the Agreement within the 12 months prior to the claim; and (b) £2000.
- 8.2 You agree to indemnify Trinity in case of any damages or loss suffered by Trinity out of or in connection with any infringement or theft by your employees or other persons providing the Qualification Delivery Services on your behalf of any Confidential Information, Intellectual Property or third party intellectual property rights.
- ## 9. DURATION AND TERMINATION
- 9.1 This Agreement will come into force on the Commencement Date and will remain in effect for five (5) years unless terminated in accordance with the provisions of this clause 9.
- 9.2 Without prejudice to any of its rights or remedies, either party may terminate this contract:
- without cause or compensation, on giving the other three months' written notice;
 - without cause or compensation, by reason of Force Majeure, in accordance with the provisions of clause 9.5;
 - immediately without liability by written notice if the other party commits an irremediable breach or a material breach of this Agreement which the other party fails to remedy within 14 days; or
 - immediately without liability by written notice if the other party is wound up or goes into liquidation or an application for an administrator is filed for appointment, or a receiver, administrative receiver, administrator or trustee in bankruptcy is appointed, or a creditor takes possession of any part of the other party's assets or the other party suspends or ceases payment of its debts or suspends, ceases or threatens to cease to carry on business (or any equivalent event occurs in any jurisdiction in which that other party is incorporated, is resident or carries on business).
- 9.3 Without prejudice to any of our rights or remedies, we may terminate this Agreement immediately without liability by written notice if:
- your organisation fails a Validation Visit or a subsequent inspection;
 - we reasonably consider that your conduct is prejudicial to our interests or is not consistent with our brand values or may bring us into disrepute; or
 - you do not present candidates for the Qualification(s) for a period of 12 consecutive months.
- 9.4 We reserve the right to suspend or restrict your centre registration and access to our administrative or online systems in respect of any Qualification if you commit a suspected breach of this Agreement or during any necessary investigation.
- 9.5 Neither party will be in breach of this Agreement nor liable for a delay or failure in performance resulting from Force Majeure. In such circumstances, the affected party will be entitled to a reasonable extension of the time allocated for performing its obligations provided that, if the period of delay or non-performance continues for 30 days from the date of occurrence, the party not affected may terminate this Agreement by giving 14 days' written notice.

10. CONSEQUENCES OF WITHDRAWAL, SUSPENSION, TERMINATION OR EXPIRY

- 10.1 If you decide to withdraw from the delivery of the Qualification(s) after you have enrolled candidates, or upon termination or expiry of this Agreement, both Trinity and you will take reasonable steps to protect candidates' interests and give them clear information as to how they may be affected.
- 10.2 Where your withdrawal will, or may, cause a prejudicial effect on candidates, you will consult with the affected candidates and use reasonable endeavours to minimise such prejudicial effect before ceasing to provide the Qualification Delivery Services and will provide evidence of such consultation to Trinity upon request.
- 10.3 Immediately upon the suspension, expiry or termination of this Agreement:
- all outstanding monies due by either party to the other shall become payable;
 - you will take all reasonable steps to act in your candidates' legitimate best interests by honouring your outstanding obligations, such as hosting any forthcoming Assessment/Moderations (unless we request otherwise);
 - you will suspend or discontinue your activities as an Arts Award Centre and cease to promote yourself as such;
 - you will do such things and execute all further documents as may be necessary to transfer to Trinity all rights, title and interest in any Intellectual Property; and
 - you will cease to use Trinity's administrative systems and property, including Trinity's Intellectual Property such as your Arts Award Centre Logo and any other Trinity marks that designate your Qualification(s), and promptly hand over all Trinity property, in your possession to Trinity, including Trinity's Intellectual Property, as well as a copy of all the Personal Data required by Trinity to continue acting as a Data Controller.
- 10.4 On termination or expiry of your Agreement with Trinity for any reason, each party's accrued rights and liabilities as at expiry or termination, as well as clause 4 (Confidentiality, Security and Data Management), clause 6 (Special Conditions), clause 8 (Limitation of Liability and Indemnity), clause 10 (Consequences of Withdrawal, Suspension or Termination), clause 11.11 (Governing Law and Jurisdiction), clause 11.12 (Language) and Schedule 2 will survive and continue in full force and effect.

11. GENERAL

- 11.1 Subject to clause 1.3, clause 3.1 and the right of Trinity to amend its Qualification specifications, regulations and operational procedures as set out in its handbook and best practice guides for the relevant Qualification(s), no variation of this Agreement will be valid unless it is in writing and duly executed by the parties. In case of any conflict between this Agreement and any other documentation incorporated into it, the provisions of this Agreement will prevail.
- 11.2 The invalidity, illegality or unenforceability of any term under this Agreement will not affect the validity, legality or enforceability of its remaining terms.
- 11.3 You may not assign or transfer to a third party, charge, or otherwise dispose of any of your rights, benefits or obligations arising out of this Agreement without Trinity's prior written consent. Where you sub-contract any of the delivery of the Qualification(s) to a third party, you must ensure that the third party has the appropriate capacity and capability to deliver such qualifications and is contracted (as far as applicable) on the same terms and conditions as set out in this Agreement.
- 11.4 Without prejudice to any other rights or remedies that Trinity may have, you accept that damages alone may not be an adequate remedy for breach of the terms of this Agreement and that Trinity is entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach by you of any of the terms of this Agreement.
- 11.5 Any notice given under this Agreement must be in writing, by post or by email and clearly identified as such in correspondence. A notice will be deemed received 5 days after posting or at 5pm on the day if sent by email, provided that any notice received on a weekend or public holiday or after 5 pm (local time at the place of receipt) will be deemed to be received on the next business day.

- 11.6 Only the parties to this Agreement have the right to enforce any of its terms.
- 11.7 Nothing in this Agreement is intended to make you an agent or partner of Trinity or to constitute a joint venture between you and Trinity.
- 11.8 Where either party fails to exercise any right or remedy under this Agreement, this will not be construed as a waiver of that right or remedy.
- 11.9 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between them in relation to this Agreement's subject matter.
- 11.10 Each party warrants to the other that it has full power and authority to enter into this Agreement.
- 11.11 This Agreement will be governed by and interpreted in accordance with English law and, where a dispute, controversy or claim cannot be amicably settled, the parties agree to submit to the exclusive jurisdiction of the English courts.
- 11.12 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text will prevail.
- 11.13 This Agreement may be signed in any number of counterparts each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. The parties may use a certified electronic signature provider for the purpose of electronically signing and giving legal effect to this Agreement. Each of the parties hereby agrees that this Agreement shall be legally binding, including when signed through a certified electronic signature provider.

SCHEDULE 1

QUALIFICATION DELIVERY SERVICES

Save where otherwise agreed in writing with Trinity, you will provide the following services (the 'Qualification Delivery Services') in respect of the Qualification(s) at your centre:

- preparing candidates for the Qualification(s) on the basis of the relevant specifications.
- offering the Qualification(s) and related training at approved venue(s) and hosting Assessment/Moderation sessions by:
 - organising Assessments session timetables;
 - enrolling candidates and dealing with their requests in accordance with Trinity's procedures;
 - subject to clause 3, hosting the Qualification(s) at suitable venues providing adequate amenities for candidates and Arts Award Advisers;
 - co-ordinating Arts Award Advisers' work and overseeing their contact with and Assessment of candidates taking the Qualification(s) at your centre;
 - ensuring the confidentiality and safekeeping of candidates' Portfolios and Assessment/Moderation materials;
 - submitting candidates' Portfolios, Assessment materials and results for certification and/or Moderation by Trinity as required; and
 - promptly distributing Qualification results, reports and, where applicable, Qualification certificates issued by us to the candidates concerned. You agree that we reserve the right, in our sole discretion, to issue certificates directly to candidates. To this end, you will promptly cooperate with us in providing us the Personal Data that we may request from time to time.
- providing the required level of stewarding, verification of candidates' identity and invigilating/monitoring in relation to the Qualification(s), and, where relevant, the required level of pre-Qualification venue checks.
- upholding Trinity's Validation Requirements, specifications and regulations, information and guidance notified to you from time to time as applicable to the Qualifications and ensuring these and the relevant syllabuses and regulations are communicated and made available to candidates and teachers as appropriate.
- assisting Trinity with conducting investigations and general monitoring duties. We may need to carry out on-site inspections, in which case you will assist us with our quality assurance activities.
- assisting Trinity with candidates' and Arts Award Advisers' complaints and appeals and notifying us promptly of any matters raised with you by a candidate or an Arts Award Adviser that should be dealt with under Trinity's procedures for complaints and appeals.
- ensuring the collection and payment of all Fees to Trinity.
- providing Trinity with information (including Portfolios) relating to the delivery and Assessment of the Qualification(s) by your centre, making relevant centre documentation available to Trinity and assisting Trinity to monitor the Arts Award scheme on a national basis.
- providing such other services as may be reasonably necessary to your role as an Arts Award Centre.

SCHEDULE 2

INTERPRETATION AND DEFINITIONS

- References to 'this Agreement' include this agreement, its schedules and any other documents attached to it or incorporated by reference to it (all as amended or added to from time to time).
- References to 'you', 'your' or 'your centre' are references to the legal entity or person(s) (whether operating as a self-employed person or in partnership) contracting to become an Arts Award Centre in this Agreement.
- References to any party to the Agreement include reference to its successors and permitted assigns and this Agreement shall be binding on and is to the benefit of the parties to this Agreement and their respective personal representatives, successors and permitted assigns.
- Reference to a provision of law is a reference to that provision as extended, applied, amended or enacted from time to time and includes any subordinate legislation.
- References to 'including' or 'in particular' in this Agreement will be treated as being by way of example and will not limit the general applicability of any preceding words.

Arts Award Adviser means the individual the individual who supports and assesses children and candidates working towards their Qualification.

Arts Award Centre means an organisation that has been found by Trinity as meeting and delivering the Validation Requirements for the Qualification(s).

Arts Award Centre Logo means the logo issued to you on registration by Trinity and made up of a combination of a Trinity mark and your centre's allocated registration number.

Assessment has the same meaning as 'Assessment/Moderation' as set out below.

Assessment/Moderation means modes of assessment and assessment matters (including assessment, moderations, coursework, interviews, portfolio of evidence, practical demonstrations and presentations, assignments and exams) pertinent to a Qualification, and depending on the context, means the assessment by a Trinity moderator of a sample of candidates registered to take the Qualification(s) at your centre.

Commencement Date has the meaning given to it in the Letter.

Conditions of Recognition means the 'General Conditions of Recognition' issued by the Office of Qualifications and Examinations Regulation (Ofqual) and any further conditions of recognition published by any regulatory body which apply to Trinity or not published and which Trinity has communicated to you in writing.

Confidential Information means any and all information of a secret or confidential nature and not publicly known (whether or not marked proprietary and/or confidential, oral or written, and however stored) and which has been or will be provided by Trinity to you, or which you become aware of as a result of entering into and performing your obligations under this Agreement, including but not limited to Trinity's technical, financial, academic or business information.

Data Controller means the person who, alone or jointly with others, determines the purposes for which and the manner in which any Personal Data are processed.

Data Protection Laws means all applicable laws and regulations in force from time to time governing the use or processing of Personal Data, including (where applicable) Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) 2003, the General Data Protection Regulation (EU) 2016/679) and Regulation (EU) 2016/679 as it forms part of the law of England, Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments) etc (EU Exit) Regulations 2019 (as amended), in each case, as amended, re-enacted, consolidated, revised or replaced from time to time and as applicable and in force in England at the relevant time, and/or any applicable equivalent laws in your territory.

Data Security Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the candidate Personal Data.

Fees means the aggregate fees payable to Trinity under this Agreement and in relation to a Qualification or an Arts Award Adviser training session, and includes Qualification Fees.

Force Majeure means events, circumstances or causes beyond a party's control.

Intellectual Property means all intellectual property rights in Trinity's business, products and services including without limitation: all patents, patent applications, goodwill, names, logos (including Arts Award Centre Logos), Trinity marks (whether registered or unregistered, such as 'Trinity College London', 'Trinity', 'GESE', 'ISE', etc.), design rights, copyright and all related rights in any Qualification, specifications, regulations, guidance and ancillary products (such as rights in typographical arrangements and in sound and video and/or sound recordings), know-how (including as set out in the Validation Requirements and in Trinity's assessment criteria), data (including candidate data and information), databases (including candidate databases and whether registrable or not in any country), internet expertise, software, proprietary hardware, technical information, and graphic representations and likeness of Trinity services, products or premises.

Letter means the letter signed by Trinity and you, and to which this Agreement is attached, appointing you as an Arts Award Centre.

Moderation has the same meaning as 'Assessment/Moderation' as set out above and the term 'Moderate' should be construed accordingly.

Ofqual means the Office of Qualifications and Examinations Regulations in England.

Personal Data means any data which relates to an identified or identifiable natural person.

Portfolio means a log or record of activity undertaken by candidates for their Qualification.

Qualification means the Arts Award qualification moderated/assessed and awarded by or on behalf of Trinity, which your organisation is authorised to offer subject to the provisions of this Agreement, and which is designed to support children and young people to develop as artists and arts leaders through the enjoyment and appreciation of the creative arts across all art forms.

Qualification Fees means the fees charged by Trinity per candidate in respect of their Qualification.

Qualification Delivery Services has the meaning given to it in Schedule 1.

Stakeholders means applicants, candidates, their parents and guardians, teachers and any other stakeholders who have expressed an interest in Trinity or the Qualification(s), as well as Trinity or your staff and consultants and Trinity moderators, assessors or other representatives.

Trinity IT Systems means Trinity's information technology platform(s) made available to you to support your delivery of the Qualification(s).

Validation Requirements means the document as provided by Trinity to you from time to time setting out Trinity's requirements for your centre, Trinity's assessment objectives and learning outcomes, processes, standards and criteria required to assess the quality of a candidate's submission for a particular Qualification and such other information and requirements necessary for the proper performance of your Qualification Delivery Services.

Validation Visit means a visit to your premises or an online monitoring check by a Trinity representative to assess whether your organisation meets Trinity's Validation Requirements.

Arts Award Centre Agreement: Frequently Asked Questions

Clause 1.1

What do I need to do to book qualifications in other subject areas than those stated in my current contract?

You are only authorised to conduct the qualifications for which we have successfully assessed your centre's capacity and capability to run them. If you would like to add qualifications to those stated in your current contract, please write to your Trinity representative and they will inform you about the latest process.

Clause 1.8 (i) and (ii)

Where can I find information about Trinity's policies, operational procedures, syllabuses and regulations, information and guidance?

Information on our policies can be found at www.trinitycollege.com/about-us/policies. Operational procedures for the administration of our qualifications are contained in the Best Practice Guidebook (available at www.artsaward.org.uk/bpg) and the Validation Requirements as notified to you by Trinity from time to time.

Trinity's syllabuses, qualification regulations and Trinity's policies can all be found on Trinity's website. Please check www.artsaward.org.uk/toolkit for updates.

Clause 1.8 (iii)

How will I know what laws and regulations apply?

It is your responsibility as an Arts Award Centre to find out what laws in your country govern your activities and to comply with them. These laws would include, for example, requirements concerning staff, candidates, and visitors' health and safety, anti-discrimination and data protection.

While Trinity sets its own standards, best practice and guidance in accordance with the law of England and Wales, please be aware that your local laws may require you to take on additional responsibilities towards your candidates.

Clause 1.9

What do I need to do to obtain access to Trinity's IT systems?

New Arts Award Centres: we will provide you with the necessary access details to our online administrative platforms on signature of the Arts Award Centre agreement and, where applicable, the completion of Arts Award Adviser training in relation to your centre. You will be required to accept our Terms of Use when you first log onto our IT system before you can start using it.

Existing Arts Award Centres: if you are simply renewing your contract with us, you do not need to take any additional action. We will notify you from time to time about how you can access any new Trinity IT Systems.

Clause 3

Where can I find the standard terms and practical details for booking an Arts Award Qualification?

The procedures for booking an Arts Award qualification are set out in the Best Practice Guidebook and on the website at www.artsaward.org.uk.

All qualification booking fees are calculated on Trinity's assessment costs on a per candidate basis.

Clause 3.2

How will Trinity notify my centre about its fees?

Notification will be sent to your centre by Trinity. In addition, we publish our qualification fees on a regular basis on the costs and funding area of the Arts Award website www.artsaward.org.uk.

Will I have to pay any tax in addition to the fees payable to Trinity?

If you are based in a country where Trinity is subject to withholding tax, at our request you will withhold tax at the applicable rate prior to making any payments to Trinity.

All taxes relating to the running of your centre are payable by your centre at the applicable local rate, including: tax payable on your centre's income; business taxes; taxes and other contributions payable in relation to employees' salaries, etc. This principle is also covered under Clause 6.3. (iv) whereby you guarantee to Trinity that you will be solely responsible for these costs

Clause 4

Where can I find information about Trinity's requirements regarding Data Protection?

Trinity's privacy statement and Data Protection Policy can be found at www.trinitycollege.com/data-protection, and sets out principles and guidance derived from the laws applicable in England.

Clause 4.1

Why might I be required to sign a separate data transfer agreement?

In order for personal data to flow between your centre and Trinity, depending on where your centre is located, it may be necessary for certain protections and measures to be in place under applicable data protection laws, which may include entering into a separate data protection agreement with standard contractual clauses mandated under such laws. If your centre is located in the UK then, at present, there is no requirement to sign an additional data transfer agreement.

Clause 4.6

Where can we find information about Trinity's security requirements regarding the verification of candidates' identity?

Information on Trinity's security requirements can be found in Trinity's Data Protection Policy at www.trinitycollege.com/data-protection and in the Best Practice Guidebook at www.artsaward.org.uk/bpg.

Clause 5.1

Where can I find Trinity's brand guidelines?

Details of where to find The Arts Award Brand Guidelines are provided in the Best Practice Guidebook. These guidelines may be updated from time to time. Please check www.artsaward.org.uk/logo for updates.

Clause 6.2

What are Ofqual's General Conditions of Recognition and how do they affect my relationship with Trinity?

Ofqual is a UK-based regulator which imposes quality assurance conditions on awarding bodies such as Trinity. Ofqual expects Trinity to maintain a high standard in the delivery of its qualifications by centres.

You can read these here: <https://www.gov.uk/guidance/ofqual-handbook>

Clause 6.4

What is the 'right of audit' requested by Trinity?

Trinity may need to access (audit) your records to ensure that Trinity can comply with regulators' requirements, to review the quality of qualification delivery at your centre or to confirm compliance with the Arts Award Centre agreement. Please rest assured that this clause does not give Trinity an extended right to access your business information, unless it is relevant to the audit query.

Clause 7

What is a practical example of risk management that my centre may be expected to have in place?

Having a risk management strategy in place is very important, especially if working with young children. We would expect you to have policies in place that will enable everyone working with your centre to know what to do in order to protect the safety of learners.

Clause 7.3

Why does the contract require me to take out insurance? What would be considered appropriate insurance?

Trinity is responsible for Trinity's own risk, and your centre, as a party independent from Trinity, is responsible for its own risk. The contract seeks to make this position clear and identify upfront the responsibility each party has to cover its potential risks. This allows each party to be aware of their own obligations and to arrange suitable protection.

Trinity has assessed its risk and has taken out appropriate insurance to cover a range of potential liabilities. In a similar manner, it would be for you to assess the potential risk associated with the qualification delivery services provided by your centre and exercise your discretion to determine the appropriate level of insurance that would cover this risk. Many centres will already have insurance in place and no additional cover may be necessary. Where they do not, many centres choose, as a minimum, to take out public liability insurance and employer's liability insurance to cover any person (candidates or persons working on your behalf) on school or centre premises against accidental injury or death. As every case is unique, we regret that Trinity cannot advise you on the cover you will need.

Clause 8.1

Why is there a reference to damages for death or personal injury, fraud or fraudulent misrepresentation in the contract?

We have to refer to these categories of damage in the contract because it is against the law in England to exclude liability for these categories of damage. Thus, we need to make clear that Trinity's liability for any such categories of damage would be uncapped. However, we do not expect them to happen! Apart from these categories of damages, Trinity's liability to your centre and your liability to Trinity is limited to direct losses. Any compensation in this category will be limited to an amount equal to the total fees that your centre has paid to Trinity in the 12 months period prior to the breach or £2000, whichever is greater. This cap is for your benefit and ours, because in the absence of this liability cap, liability would have been unlimited.

Clause 8.2

What is the purpose of the 'indemnities' (guarantees for compensation)?

These indemnities are there to protect Trinity against any infringement or theft of Trinity confidential information and intellectual property rights and against any infringement or breach of intellectual property rights by your centre's employees or other persons acting on the centre's behalf. We don't expect that this will ever happen, but if it did, it would be your centre's responsibility.

Clause 9

How long will this contract last for?

This contract is intended to remain in effect for five (5) years unless either of us gives the other three months' notice that it wishes to terminate the agreement earlier. Moreover, if your centre remains inactive for an extended period of time, or acts other than in accordance with our interests or brand values, or if either of us fails to comply with the contract, or is wound up, or is unable to fulfil obligations under the contract due to a force majeure event that continues for 30 days, this contract may also terminate prematurely.

Can I terminate the contract at any time?

Yes, your centre can terminate the contract at any time by giving Trinity three months' written notice. Similarly, if there is a force majeure event that continues for 30 days and results in the non-performance of the contract by Trinity, you can terminate the contract on giving 14 days' notice.

Where your centre contract terminates early, we may ask you to fulfil obligations to Trinity that remain unfulfilled at the time of termination (such as allowing enrolled candidates to take their qualification as set out in clause 10.1).

Clause 9.5

Will the contract terminate if I am prevented from providing the services to Trinity, for example, if there is a natural disaster in my region?

This clause explains that a party cannot be found at fault if it is prevented from carrying out its obligations under the contract as a result of an event that is beyond its control, unless that event lasts for more than 30 days, in which case the other party is entitled to terminate the contract at its discretion by giving 14 days' notice.

Clause 10.1

What happens if I decide to withdraw from my qualification delivery services?

If your centre wants to stop delivering Trinity qualifications at any point during the contract, you can do so by giving written notice to Trinity. At this point, both Trinity and your centre have a duty to protect the interests of learners who take a Trinity qualification; this clause, together with clause 10.2, provides for a transition period during which we will work with you to take some appropriate steps, for example by directing candidates to other centres.

Clause 10.3

What will happen on termination?

We require that you cease using all of Trinity materials and our IT systems on expiry or termination of the contract. If any qualification booking is in progress we would ask that your centre continues to take care of all remaining candidates and finish off the administration of scheduled qualifications. This means that if the contract is scheduled to terminate in March, and you still have candidate appeals pending in April, we would ask that you continue to liaise with us and respond to candidate enquiries in the normal way until all outstanding matters have been dealt with.

Clause 11.1

Can we change the terms of the contract after it has been signed?

The contract cannot be changed unless both parties agree to the change in writing and sign the corresponding variation document.

Clause 11.2

What does clause 11.2 mean?

If any condition becomes invalid because of a change of law in England or is not enforceable in a given country, this clause is designed to ensure that the remaining terms and conditions of the contract are still valid, rather than the whole contract becoming null and void.

Clause 11.4

What are the consequences in the event of a breach of contract?

This clause explains that damages alone may not be an effective remedy for a breach of contract. So, for example, if you were infringing Trinity's intellectual property, Trinity might seek a court order to prevent you from doing so in addition to seeking damages for the misuse.

Clause 11.9**Why does this clause refer to an 'entire agreement'?**

This clause is designed to give each party certainty over the terms of the contract — all agreed commercial and legal terms are set out clearly in the contract and replace any terms that might have been agreed prior to this. In cases where a commercial term (for example, the details of our minimum booking fees) or a particular process (for example, our scheduling processes) are set out in subordinate documentation because they may be subject to change throughout the life of the contract or would otherwise be too lengthy to set out in the contract itself, this contract will expressly refer to this.

Clause 11.12**Why does the English version of the contract prevail?**

This clause applies where a translation of the contract has been provided by Trinity. While we have taken reasonable care to provide translations as close as possible to the original, the English version of this contract will prevail. Please also note that, as Trinity is an exam board based in England, our contract is governed by English law.






REC-RENEW-AA-UK-03112302 - Arts Award Centre Renewal

Final Audit Report

2023-11-08

Created:	2023-11-03
By:	Trinity Legal Dept (legal@trinitycollege.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeD9_5-sexrD68aw-JojRV__4da23emgM

"REC-RENEW-AA-UK-03112302 - Arts Award Centre Renewal" History

-  Document created by Trinity Legal Dept (legal@trinitycollege.com)
2023-11-03 - 1:20:37 PM GMT
-  Document emailed to Charlotte Elliott (affinity2020cic@gmail.com) for signature
2023-11-03 - 1:33:27 PM GMT
-  Email viewed by Charlotte Elliott (affinity2020cic@gmail.com)
2023-11-03 - 9:57:26 PM GMT- IP address: 66.249.93.206
-  Document e-signed by Charlotte Elliott (affinity2020cic@gmail.com)
Signature Date: 2023-11-08 - 8:19:05 PM GMT - Time Source: server- IP address: 86.12.88.96
-  Agreement completed.
2023-11-08 - 8:19:05 PM GMT