



AVA licensing agreement

**Standard conditions for the licensing and
relicensing of Access Validating Agencies**

June 2011

QAA Recognition Scheme for Access to Higher Education

Introduction

The Quality Assurance Agency for Higher Education ('QAA') operates a scheme for the recognition of Access to Higher Education (HE) courses, in accordance with a formal remit from government and in keeping with QAA's objects. The QAA Recognition Scheme for Access to Higher Education (the Recognition Scheme) provides the framework of arrangements through which organisations may apply to, and be licensed by, QAA to operate as Access Validating Agencies (AVAs).

The award of an AVA licence provides organisations with a range of benefits, including:

- they can offer services for the development and recognition of Access to HE courses and the award of Access to HE Diplomas
- they can use the Access to HE trademarks to identify themselves as licensed AVAs and the status of the work they do in relation to recognised Access to HE provision
- they can demonstrate to the public and their stakeholders how well they manage their responsibilities for Access to HE through the reports and judgements provided by QAA
- they can use the feedback and recommendations provided following QAA's AVA review and monitoring activities to improve and enhance their practice
- they benefit from QAA's development and publication of information about the Access to HE Diploma, statistical data and advice provided to HE providers by QAA
- they receive information from QAA about developments relating to the Recognition Scheme and are invited to participate in meetings and conferences arranged by QAA and to respond to formal consultations
- their recognised Access to HE courses are listed on QAA's Access courses database, and enquirers to QAA are advised of the availability of Access to HE courses
- they can promote their recognised courses and progression opportunities for students, with reference to the credibility of the Access to HE Diploma in the HE sector which derives from QAA's respected management and maintenance of national arrangements.

An AVA licence is awarded for a limited term that is specified in the licensing or relicensing letter from QAA. If QAA decides to vary the term, or place specific restrictions on the operation of the licence or withdraw the licence, the AVA is notified of the reasons and is given an appropriate period of notice before the decision is enacted.

Standard conditions of AVA licence

The following conditions ('Conditions') are attached to the award or renewal of an AVA licence and must be complied with by all AVAs.

QAA may undertake an investigation (including at the premises of AVAs or authorised providers of Access to HE courses ('Providers')), if so required) at any time on reasonable notice, for any reason, including but not limited to in circumstances where there is evidence that any of these Conditions or any of the documents referred to within these Conditions, are not being complied with. The investigation can lead to procedures being instigated for the withdrawal of the licence.

Save where expressed otherwise, in the event of a conflict between these Conditions and any document referred to within these Conditions, the terms of these Conditions shall prevail.

The AVA agrees that it will:

- 1 act in accordance with the regulations set out in the QAA Recognition Scheme for Access to Higher Education (including the AVA licensing criteria), and such other requirements for AVAs that may be issued by QAA from time to time
- 2 exercise its AVA responsibilities through its own organisation and not devolve to another body any part of those responsibilities, subsequent to QAA's approval of the organisation's arrangements for operation of the licence
- 3 follow the procedures that it has set out in formal submissions to QAA to demonstrate how it meets the licensing criteria, which have been approved by QAA through the processes of AVA licensing, relicensing or monitoring
- 4 make resources available to implement fully the approved procedures that are set out in its formal documentation or submissions to QAA and requirements that may be made by QAA for the continuation or renewal of the licence
- 5 make an annual financial contribution to the costs of maintaining and developing the QAA Recognition Scheme for Access to Higher Education
- 6 inform QAA immediately of any situation which poses serious financial threat to the organisation, or which renders it unable or likely to be unable to meet the obligations of the AVA licence
- 7 inform QAA of any proposed changes to:
 - its aims
 - its legal identity
 - the locus of authority for the AVA licence within the AVA's governance structure
 - the terms of reference, including the membership specification, of its governing body and any other body which may hold specific delegated Access to HE responsibilities
 - ownership of the organisation
 - formally binding relationships with any external organisations
 - the name(s) under which it operates
 - the geographical areas(s) or region(s) in which it operates
 - the chief officer (or other senior manager who holds responsibility for ensuring that the organisation continues to meet the obligations of its AVA licence)
- 8 take legal advice before adopting a new legal identity, in order to confirm a) the appropriateness of the new identity for meeting its public obligations and b) that the new identity (or other, additional arrangements) ensures that its liability exists separately from that of member or partner organisations and their individual representatives
- 9 provide complete information to QAA about the AVA and its recognised Access to HE courses and activities, including information that may not be in the public domain, as and when requested by QAA
- 10 cooperate with, and participate in, QAA's procedures for the relicensing and monitoring of AVAs, including the submission of an annual report and data, according to requirements specified by QAA; and comply with requirements made by QAA for the continuation or renewal of its licence

- 11 take no action that brings into disrepute or could endanger the reputation of the Access to HE qualification, the QAA Recognition Scheme for Access to HE or QAA, or which damages the goodwill or reputation in the Access to HE logo trademark and Access to HE word trademark (the 'Access to HE Trademarks')
- 12 inform QAA immediately of any incidents that occur that may threaten the reputation of the Access to HE qualification, the QAA Recognition Scheme for Access to HE or QAA, or which damages the goodwill or reputation in the Access to HE logo trademark and Access to HE word trademark (the 'Access to HE Trademarks')
- 13 only use, and ensure that Providers only use, the Access to HE Trademarks in such forms and such manner as permitted by QAA's guidelines for use of the Access to HE logo (as may be amended from time to time) and comply, and ensure that Providers comply, with all other provisions of that document and the licensing criteria in the use of the Access to HE Trademarks
- 14 not sub-license, assign or otherwise dispose of any rights granted under these Conditions to any third party other than Providers and also acknowledge that all rights and goodwill in the Access to HE Trademarks shall belong to QAA and that neither it, nor any Providers, shall acquire any rights in the Access to HE Trademarks other than as expressly set out in these Conditions
- 15 conduct an inspection or audit at any time on reasonable notice at any one or more of the Providers should it be of the reasonable belief that the Providers are not complying with the guidelines for the use of the Access to HE Trademarks in their use of the Access to HE Trademarks.

The AVA acknowledges that QAA may terminate the licence at any time on written notice to the AVA with immediate effect:

- a if the AVA is in breach of any of these Conditions and, if the breach is capable of remedy, the AVA has failed to remedy such breach within 30 days of the date of the notice from the QAA requiring such remedy
- b if a resolution is passed or an order is made for the winding up of the AVA (otherwise than for the purpose of solvent amalgamation or reconstruction) or the AVA becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the AVA's property
- c for non compliance by the AVA with the guidelines for use of the Access to HE logo or in the event that by reason of any act or omission of the AVA there has been, or there is likely to be, damage to the reputation of QAA, the QAA Recognition Scheme for Access to HE, or to any of the Access to HE Trademarks
- d in the event that in QAA's reasonable opinion, by reason of the use being made of the Access to HE Trademarks by the AVA, there is a risk that the Access to HE Trademark may become devalued by its generic use or application; or that the Trademark has been used in such a way as to suggest QAA's approval has been given to activities that are unrelated to Access to HE
- e in the event that the use by any of the AVA's Providers results in or is likely to result in one of the outcomes set out in paragraphs (c) and (d) above and QAA has notified the AVA of such circumstances, and the AVA has not taken steps to rectify the same within a reasonable time period of being given notice to do so.



QAA

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