

GENERAL REGULATIONS AND TERMS AND CONDITIONS FOR APPROVED CENTRES

OxfordAQA International Examinations

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1 INTRODUCTION

- 1.1 The general regulations detailed in this document have been established to ensure that the reputation and security of qualifications offered by OxfordAQA International Examinations (referred to henceforth as 'OxfordAQA') is maintained at all times and is not brought into disrepute.

Centres that are approved and registered by OxfordAQA – and that are entering students for any of the qualifications offered by OxfordAQA – must conduct examinations and assessments in accordance with these regulations.

By completing the registration and approval process, and submitting entries, a centre is agreeing to comply with these regulations.

The terms and conditions detailed in this document have been established to ensure that there is clarity in the relationship between the centre and OxfordAQA.

All services listed in this document are conditional on the payment of all fees due.

- 1.2 For the purposes of this document:

An examination or assessment centre (**the 'centre'**) is approved and registered by OxfordAQA for the registration or entry of students to its examinations/assessments and for the conduct of those examinations/assessments.

A centre may be:

- a school/college or other educational establishment comprising a single site; or
- a training organisation or small company comprising a single site; or
- a school/college with a range of buildings in close proximity; or
- a 'controlling agency' with one or more associated sites.

Where a centre uses more than one building or site, or intends to conduct an examination at an address other than the centre's registered address, the centre must contact OxfordAQA to confirm arrangements.

- 1.3 The **head of centre** is the head of a school, the principal of a college or the chief officer of an institution which is approved by OxfordAQA as an examination/assessment centre. The head of centre is responsible to OxfordAQA for making sure all examinations/assessments are conducted according to the instructions and the qualification specifications issued by OxfordAQA.

The head of centre must **not** appoint themselves as the examinations officer.

- 1.4 The **examinations officer** or **quality assurance co-ordinator** is the person appointed by a head of centre to act on behalf of the centre in matters relating to the administration of OxfordAQA examinations and assessments.

- 1.5 These general regulations and terms and conditions apply to the qualifications as offered by OxfordAQA.

They cover:

- the relationship between centres and OxfordAQA;
- the responsibilities of OxfordAQA in providing administrative, subject specific assessment and quality assurance support for centres;
- the responsibilities of centres during preparations for examinations/assessments, during the exams/assessments and post-examination/assessment activities;
- obligations arising from current UK data protection, equality and freedom of information legislation;
- general terms and conditions of the agreement between the centre and OxfordAQA.

These *General regulations and Terms and conditions* may be supplemented by separate subject specific instructions.

2 THE AGREEMENT BETWEEN THE CENTRE AND OXFORDAQA

CENTRE STATUS

- 2.1 Prospective centres should apply for approval as an OxfordAQA centre. This application should be made by the head of centre before the centre starts teaching OxfordAQA qualifications
- 2.2 A checklist for prospective centres can be found in **Appendix 1**.
- 2.3 As part of the centre approval process for prospective centres, OxfordAQA will undertake a due diligence assessment, including a credit check, for the centre.
- 2.4 A centre must have:
- clear signage outside the main building;
 - a reception or administrative facility that is set up to receive confidential postal deliveries which is permanently staffed during school opening hours and during term time;

- a designated office which is permanently staffed during school opening hours and during term time. OxfordAQA will reject any application for centre approval where the centre intends on operating from a private residential address;
- a secure storage facility in a room solely assigned to examinations as defined in appendix 6;
- appropriate accommodation to support the size of the cohorts being taught, including appropriate accommodation for students requiring access arrangements.

2.5 The relationship between the centre and OxfordAQA becomes legally binding from the point in which the centre receives written approval from OxfordAQA to enter students for OxfordAQA examinations. That relationship is governed by the contract between OxfordAQA and the centre, the regulations and terms and conditions in this document and any other relevant documents issued by OxfordAQA.

Centres should note that the acceptance of student entries and/or registrations by OxfordAQA, including private students, does not mean that a legal relationship has been entered into between OxfordAQA and those students.

2.6 A school, college or other educational establishment, a training provider or a company approved and registered as an examination/assessment centre **must** be able to meet the conditions set out in these regulations and relevant qualification specific criteria.

2.7 OxfordAQA reserves the right to withdraw approval either for the delivery of a specific qualification or centre approval for all qualifications at any time if the centre has not complied with any part of OxfordAQA regulations which are in force at the time. OxfordAQA additionally reserves the right to withdraw centre approval where continued approval would bring the reputation or interests of OxfordAQA or its examination/assessment system into disrepute. OxfordAQA reserves the right to notify other awarding bodies of such actions.

2.8 OxfordAQA reserves the right to restrict the ability of a centre, or attached school, to deliver any non exam unit that forms part of a specification if the centre does not meet the criteria detailed in section 4.11 of this document, or if significant areas of concern are established through inspection.

2.9 OxfordAQA reserves the right to withdraw approval of inactive centres. A centre may be deemed as being inactive by OxfordAQA if it has not made any examination entries for three consecutive years.

2.10 OxfordAQA reserves the right to withdraw approval of those centres which do not meet OxfordAQA's current approval criteria as detailed in this document.

2.11 In the event of a centre ceasing to operate it must take all reasonable steps to protect the interests of the students. The centre must also notify OxfordAQA.

2.12 A centre may publish that it is registered for the conduct of examinations offered by OxfordAQA in written and electronic materials relating to its courses or assessment programmes. It must not, however, imply in writing or verbally that the centre is acting as an agent for OxfordAQA or that taking an OxfordAQA qualification will advantage an application to the University of Oxford.

2.13 Centres that have been approved by OxfordAQA to enter students for its examinations/assessments are permitted to use the OxfordAQA badge in marketing materials under the conditions set out in 2.20 – 2.22.

CONFIDENTIALITY

2.14 The centre will:

- keep confidential the names and addresses of examiners, moderators, external verifiers and any other OxfordAQA's examining/assessment personnel;
- not forward emails and letters from awarding body personnel without prior consent to third parties or upload such correspondence onto social media sites and applications (including third party applications) such as Facebook, Twitter, LinkedIn etc;
- keep confidential the centre's employment, in any capacity, of any current or former Inspectors, OxfordAQA examiners, moderators, awarders, external verifiers or other examining personnel, and not mention them in any form of literature issued in connection with the centre's programmes of assessment.

COMMUNICATION

2.15 OxfordAQA will:

- only communicate with centres regarding examination administration and specification specific issues. OxfordAQA will not communicate directly with students.

Correspondence on any aspect of a student's examination or assessment will be conducted between OxfordAQA and the head of centre, his/her deputy or the examinations officer responsible for the student's entry or registration.

2.16 The centre will:

- communicate directly with students on any aspects of OxfordAQA's qualifications and examinations.

CODE OF CONDUCT

OxfordAQA is committed to the highest standards of integrity and complies with the laws and regulations of every country in which it operates. In working with centres we want to:

- uphold our mission and values at all times;
- make sure everything we do is lawful and ethical;
- ensure our business relationships are open, honest and successful;
- create a sustainable future.

OxfordAQA is also committed to promoting and maintaining a culture of equal opportunities for students in relation to gender, ethnic origin, religion, age and disability.

We expect the centres we approve to also follow the same principles, as set out below.

2.17 Both the centre and OxfordAQA agree to the following ethical practices:

- to comply with local laws and regulations;
- to never offer, promise, give, request, agree to receive, or accept bribes no matter what the local business practice may be;
- to never make facilitation payments, or allow other people to do so on our behalf (a facilitation payment is defined as a payment made to a public official to expedite or secure approval of some type of business transaction or activity, for example, a payment made to an external health and safety regulator to fast-track the centre's approval for certification);
- to take appropriate action to prevent all forms of fraud;
- to ensure there are appropriate internal processes that allow staff to report any instances of suspected bribery or fraud that relate to the relationship between the centre and OxfordAQA;
- to ensure that any gifts or hospitality given or received are always clearly for business purposes and are reasonable and appropriate;
- to never engage in anti-competitive practices, such as price fixing, bid-rigging or collusion with competitors;
- to never engage in coercive practices, such as blackmail;
- to avoid situations where a conflict of interest may occur.

2.18 The centre agrees to report any instances of suspected conflicts of interest to OxfordAQA.

A conflict of interest is any situation where an individual's loyalties are divided between their own interests and the interests of an organisation or group. In this context it could be a personal, social, financial or political activity that could interfere – or have the appearance of interfering – with the centre's relationship with OxfordAQA. Some examples include:

- a staff member at the centre has a close family member working for OxfordAQA, Oxford University Press or AQA Education (including but not limited to family members and partners), and this staff member is working in a position in which he/she may influence business decisions regarding the relationship between the centre and OxfordAQA;
- a staff member at the centre is personally competing with an OxfordAQA activity;
- a staff member at the centre who is working in a position in which he/she may influence business decisions regarding the relationship between the centre and OxfordAQA is making personal investments that might affect his/her judgment in this process;
- a staff member at the centre who has a relative studying at the centre has access to the secure location in which confidential examination papers are stored.

For more detailed guidance on the centre's responsibilities when a family member is studying at the centre and other potential conflicts of interest, please refer to 4.3.

For guidance on avoiding malpractice and dealing with suspected malpractice in relation to the conduct of examinations, please refer to Suspected Malpractice in Examinations and Assessments available at jcq.org.uk/exams-office/malpractice

2.19 Both the centre and OxfordAQA agree to the following practices around Records and Data:

- to maintain records that fairly and accurately reflect our business transactions as they occur;
- to comply with local data protection laws;
- to respect each other's intellectual property (including trademarks, design rights, copyrights, proprietary information and trade secrets);
- to treat each other's plans and information as confidential, and never disclose them to people outside our organisations unless it is necessary and we are authorized to do so;
- to never knowingly provide false information about the relationship between the centre and OxfordAQA, or provide false information about the other party (in the case of the centre, this means never knowingly providing false information about OxfordAQA, Oxford University Press or AQA Education).

2.20 The centre agrees to the following practices around student and staff care:

- to comply with local child protection laws and demonstrate that they have and implement an appropriate child safeguarding policy;
- to maintain a culture of equal opportunities for students in relation to gender, ethnic origin, religion, age and disability;
- to support universal human rights including equal employment rights for teachers and freedom of speech;
- to pay fair wages for teaching and administration staff and to not require anyone to work excessive hours, particularly where this might impact personal health and safety;
- to promote a fair learning environment for students free from discrimination, harassment and victimization;
- to maintain a safe environment for students and teachers, for example, by providing protective equipment for science practicals, providing appropriate health and safety training for staff, employing appropriate school evacuation procedures in the event of a fire and other processes to mitigate known hazards or potential risks.

USE OF THE OXFORDAQA BADGE

Centres that have been approved by OxfordAQA to enter students for its examinations are permitted to use the OxfordAQA International Examinations badge (the “**badge**”) in the centre's signage and marketing materials under the conditions set out below.

2.21 Process for using the badge

- Centres will be issued with colour and mono versions of the badge along with approved text when they receive confirmation of becoming an approved OxfordAQA centre.
- Before using the badge in any way, the centre **must** have written approval from OxfordAQA by submitting plans of usage and proof copies via email to oxfordaqaapprovals@aqa.org.uk

2.22 Conditions of use

The centre **is** permitted to:

- use the badge in its marketing materials if it is teaching qualifications from OxfordAQA or planning to teach qualifications from OxfordAQA in the following academic year;
- use the badge to complement the centre's branding in signage and promotion in the forms specified in 2.22 listed below;
- use the badge in a way that clearly presents OxfordAQA and the centre as two separate entities;
- use accompanying wording that clearly communicates that the centre is teaching qualifications from "OxfordAQA International Examinations" (or shortened to "OxfordAQA"), and articulating no other relationship between the centre and OxfordAQA.

The centre is **not** permitted to:

- display the badge in any form of signage or marketing materials if the centre name contains the word 'Oxford' or implies a connection to the city of Oxford or the University of Oxford in its branding;
- adapt or modify the badge in any way;
- use extracted content from the badge in any way, such as the 'Oxford' name;
- display the badge in a way that may be perceived as representing that the centre and OxfordAQA are the same entities, affiliated in some way, or engaged in any other business partnership that that of the centre teaching OxfordAQA qualifications and entering students for OxfordAQA examinations (for example, by giving the badge equal prominence to the centre's name/logo in the centre's signage or advertising);
- use the badge on any self-published teaching or test materials;
- use the badge on its own certificates for students, parents, staff members or members of the community;
- use the badge on school materials such as rucksacks and uniforms;
- use the badge on its invoices, receipts or other financial documentation;
- use the badge in a way that could be perceived to be part of the centre's name or branding;
- use the badge in any way which might prejudice the distinctiveness or validity of OxfordAQA , Oxford University Press or AQA Education, or damage the goodwill or reputation of OxfordAQA , Oxford University Press or AQA Education;

- use the badge if the centre has not been approved by OxfordAQA to enter students for its examinations;
- use the badge if the centre is not teaching qualifications from OxfordAQA or planning to teach qualifications from OxfordAQA in the following year;
- continue using the badge if OxfordAQA has withdrawn approval for the centre or if the centre has not been re-approved by OxfordAQA following an inspection;
- pass on the badge to any other organisation, or allow the badge to be used by any organisation that is not the approved centre (including but not limited to the centre's holding company if the holding company is not an approved centre);
- use wording that states or implies that the centre has a relationship with OxfordAQA other than the relationship of the centre teaching its qualifications and entering students for its examinations;
- use wording that states or implies that the centre has a relationship with Oxford University Press or the University of Oxford;
- change its name to include the word 'Oxford'

2.23 Collateral Types

Collateral type	Use of the badge on this item is:
Signage (school exterior sign and school exterior header)	Permitted
Reception	Permitted
Signs inside the school	Permitted
Adverts (bill boards, buses, other large print)	Permitted
Print marketing materials (catalogues, brochures, flyers, etc)	Permitted
Electronic marketing (banner adverts, emails)	Permitted
Rucksacks, key rings, pens, stickers, etc	Not permitted
School manuals, booklets, pedagogic materials forms and other formal self-published school materials	Not permitted
School's staff uniforms and student uniforms	Not permitted
Certificates	Not permitted
Financial documentation	Not permitted
Letterheads	Permitted
Business cards	Permitted
Centre's website	Permitted

3 THE RESPONSIBILITIES OF OXFORDAQA

ADMINISTRATIVE SUPPORT FOR CENTRES

3.1 OxfordAQA agrees to:

- provide documentation and guidance on a centre's responsibilities when managing, administering and assuring the quality of an examination or qualification;
- issue moderation procedures that they will undertake (or that will be undertaken on their behalf) which allow for the marking of assessments by centres to be monitored, ensure assessments meet the required standards and allow for any adjustments to marks to be made;
- provide dates of examinations, key dates for examination administration, administrative guides, question papers and examination materials;
- inform centres how to submit registrations and entries, process centres' registrations and entries and, where appropriate, collect predicted grades;
- provide general procedures and documentation relating to the administration of controlled assessments, coursework and portfolios;
- provide, where relevant, subject-specific instructions and mark sheets;
- provide guidance and instructions for the conduct of written examinations;
- process applications for access arrangements and reasonable adjustments as requested by centres in accordance with the current *Access Arrangements and Reasonable Adjustments (Appendix 3)*. Applications will be processed efficiently and within the appropriate timescales;
- assist centres to:
 - carry out their procedures correctly;
 - verify that instructions have been followed.

STUDENT'S WORK

3.2 OxfordAQA will:

- return centre-assessed work to centres after the publication of results by request only. Centres are advised in section 4.10 of this document to keep copies of coursework and centre-assessed work dispatched for marking or moderation
- reserve the right to retain samples of centre-assessed work for archive purposes even where work is normally returned to centres;

- retain all centre-assessed work, scripts and associated materials which have been the subject of an irregularity or malpractice investigation;
- assume ownership of all written scripts, recordings of speaking tests and video recordings of performances carried out under formal examination conditions;
- retain externally assessed controlled assessments, coursework or examination scripts except where requested under access to scripts arrangements;
- retain examples of scripts and associated materials to demonstrate standards for reference by awarders in future years or for training purposes;
- allow centres to return to students their portfolios of evidence of achievement following verification;
- dispose of all scripts and the verified work of students after those required for access to scripts, review of results, appeals and research purposes have been extracted. Scripts and verified work of students will be disposed of in a confidential manner.

INSPECTIONS AND QUALITY ASSURANCE

3.3 OxfordAQA agrees to:

- inspect all prospective centres by appointment as part of the centre approval process;
- re-approve the centre annually to ensure the centre has the required facilities, equipment and processes to deliver specifications and conduct examinations. (As part of the re-approval process, centres are likely to require a re-inspection.);
- charge the centre for annual re-approvals under the terms outlined in OxfordAQA Invoicing Policy (**Appendix 2**);
- carry out a re-inspection without appointment at any time during the academic year as part of the annual re-approval process;
- carry out a re-inspection if a centre changes premises or secure storage facilities.

REPORTING RESULTS

3.4 OxfordAQA agrees to:

- issue results to centres via a secure extranet site;
- issue results in a new name following gender re-assignment, or a released prisoner being given a new identity or a witness protection case, upon receipt of appropriate documentation. The documentation will be treated in the strictest of confidence;
- issue certificates which are clearly presented;

- investigate and report the outcome of reviews of results and appeals;
- hold an archive of students' results.

Certificates will be awarded by AQA as the examining body.

The results are owned by OxfordAQA. OxfordAQA has the right to amend a student's provisional result(s) prior to the issuing of a certificate.

FEEDBACK TO CENTRES

3.5 OxfordAQA agrees to:

- provide a mechanism for receiving and responding to comments from centres and others about their examinations and assessments.

SUBJECT SPECIFIC SUPPORT FOR CENTRES

3.6 OxfordAQA agrees to:

- provide information on the examination/assessment specifications available;
- provide advance notice of the withdrawal of qualifications, subjects or units;
- provide detailed specifications for each qualification offered;
- provide access to specialist advice and guidance;
- provide appropriate support materials;
- respond to requests for information or advice about any aspect of specification provision.

4 THE RESPONSIBILITIES OF THE CENTRE

CENTRE MANAGEMENT

- 4.1 The centre is responsible for the administration of OxfordAQA examinations.
- 4.2 All centres must have suitable Internet access to enable them to make full use of OxfordAQA extranet sites for examination administration purposes.
- 4.3 **The centre agrees to:**
- appoint an examinations officer/quality assurance coordinator to act on behalf of the centre in matters relating to the administration of examinations and assessments;
 - ensure that the examinations officer receives appropriate training in order to facilitate the effective delivery of our examinations and assessments within the centre;
 - ensure that each member of staff in contact with students is suitable under the requirements of relevant national safeguarding legislation to be working with children and, if relevant, vulnerable adults.
 - retain a workforce of an appropriate size and competence, including sufficient managerial and other resource, to undertake the delivery of the qualification as required by OxfordAQA. This includes taking reasonable steps to ensure occupational competence where this is required for the assessment of specific qualifications;
 - provide contact details and an address to which all correspondence in connection with the administration of examinations and assessments can be directed. **This must be the registered address of the centre and should be permanently staffed during school working hours and during term time.** A senior member of staff or a member of the exams office must be available until such time that all afternoon examinations have been completed, examination scripts dispatched or placed in secure storage for dispatch the next working day;
 - Centres **must** provide OxfordAQA with an official school or college email address and landline telephone number. Personal email addresses such as 'yahoo', 'hotmail' and 'gmail', and mobile telephone numbers **are not acceptable**.
- Emergency contact details **must** also be provided. These may be a mobile telephone number or personal email;
- inform OxfordAQA **immediately** of any changes in contact details by emailing info@oxfordaqa.com;
 - inform OxfordAQA no later than 6 weeks prior to moving to a new address or changing secure storage facilities in light of a substantial new build by emailing info@oxfordaqa.com;
- (a change of address or a substantial new build resulting in revised arrangements for the centre's secure storage facilities will lead to a new centre inspection);

- inform OxfordAQA **immediately** of any other changes in their circumstances that could affect their centre status by emailing info@oxfordaqa.com;
- complete and return the *Centre Details Annual Update* form that is issued on an annual basis;
- manages conflicts of interest by informing OxfordAQA via the [online conflict of interest form](#) before the published deadline for entries for each examination series, of:
 1. any members of centre staff who are taking qualifications at their own centre **which include internally assessed components**;
 2. any members of centre staff who are teaching and preparing members of their family (which includes step-family, foster family and similar close relationships) or close friends and their immediate family (e.g. son/daughter) for qualifications which include **internally assessed components**;

and maintains clear records of all instances where:

- exams office staff have members of their family (which includes step-family, foster family and similar close relationships) or close friends and their immediate family (e.g. son/daughter) being entered for examinations and assessments either at the centre itself or other centres;
- centre staff are taking qualifications at their centre which do not include internally assessed components/units;
- centre staff are taking qualifications at other centres.

The head of centre must ensure that the records include details of the measures taken to mitigate any potential risk to the integrity of the qualifications affected. The records may be inspected by an inspector or OxfordAQA representative. They might be requested in the event of concerns being reported to an awarding body. The records must be retained until the deadline for reviews of marking has passed or until any appeal, malpractice or other results enquiry has been completed, whichever is later.

Heads of centre should note that entering members of centre staff for qualifications at their own centre must be as a last resort in cases where the member of centre staff is unable to find another centre. The head of centre is responsible for ensuring that proper protocols are in place to prevent the member of centre staff having access to examination materials prior to the examination and that other centre staff are briefed on maintaining the integrity and confidentiality of the examination materials.

The head of centre must ensure that during the examination series the member of centre staff is treated in the same way as any other student entered for that examination, does not have access to examination materials and does not receive any preferential treatment.

(If a student is entered for OxfordAQA examinations at a centre where a relative is employed, the head of centre **must** ensure that during the examination series the student's relative does not have unaccompanied access to examination materials such as question papers, pre-release materials and answer scripts. If the relative in question is the centre's examinations officer, then appropriate arrangements **must** be made to ensure that another person is present for all of the administrative arrangements relating to the student's examinations. For example, any application for special consideration must be authorised by a member of centre staff other than the student's relative.);

- have in place a written examination contingency plan/examinations policy which covers all aspects of examination administration and minimizes the risk to examination administration;
- provide supporting evidence of the national educational authority's permission to offer OxfordAQA' qualifications;
- ensure compliance with all local laws and regulations including those for health, safety and safe working.
- notify OxfordAQA immediately if any of the regulations listed in this document cause the centre to breach local laws and regulations.

SECURITY OF ASSESSMENT MATERIAL

4.4 The centre agrees to:

- have in place arrangements to receive, check and store question papers and examination material safely and securely at all times and for as long as required in accordance with OxfordAQA requirements on secure storage outlined in Security of Confidential Material (**Appendix 6**);
- take all reasonable steps to maintain the security of all assessment materials.

INSPECTIONS AND QUALITY ASSURANCE

4.5 The centre agrees to:

- co-operate with Centre Inspectors, and/or OxfordAQA and/or regulatory authority when subject to inspection and/or investigation, and take all reasonable steps to comply with all requests for information or documentation made by OxfordAQA as soon as is practical;
- assist OxfordAQA in carrying out any reasonable monitoring activities;
- ensure that all venues used for examinations and assessments, records and secure storage facilities are open to inspection. (Inspectors will identify themselves with an appropriate letter of authorisation/card). The Inspector must be accompanied throughout his/her tour of the premises, including inspection of the centre's secure storage facility.

The Joint Council for Qualifications has a set of sanctions detailed in their publication Suspected Malpractice in Examinations and Assessments, available at jcq.org.uk/exams-office/malpractice, which may be applied in the event of an Inspector identifying that a centre has not complied with the regulations set out in this document;

- inform OxfordAQA of any alternative sites that will be used to conduct examinations and/or assessments;
- make arrangements to receive and issue material received from OxfordAQA to staff and students and notify them of any advice and instructions relevant to the examinations and assessments.

Where a centre fails to respond to requests from an Inspector, OxfordAQA reserves the right not to dispatch secure assessment materials.

ASSESSMENT PREPARATION

4.6 The centre agrees to:

- submit information that OxfordAQA may reasonably request in relation to their examinations and assessments, returning all subject specific forms by the required date;
- allow students access to relevant pre-release materials, on or as soon as possible after the date specified by OxfordAQA;
- create examination/assessment conditions which ensure that the work submitted is that of the student alone using only the items/materials specified;
- ensure that students have had adequate recent laboratory experience, or relevant training where required by the subject concerned;
- ensure that local health and safety rules are observed and that the centre is adequately covered for public liability claims.

ACCESS TO ASSESSMENTS

4.7 The centre agrees to:

- ensure that learners have the correct information and advice on their selected qualification(s) and that the qualification(s) will meet their needs;
- ensure that where a student with a learning difficulty requires an assessment of their individual needs, that they are assessed by an appropriately qualified specialist assessor, as detailed in *Access arrangements and reasonable Adjustments (Appendix 3)*, and appointed by the head of centre;
- have a written process in place to check that those who are assessing students have suitable qualifications and that the assessment process is administered correctly;
- submit applications for access arrangements and/or reasonable adjustments within the timescales detailed in *Access arrangements and Reasonable Adjustments (Appendix 3)*;
- ensure that supporting evidence of need is available for each access arrangement application. This information must be available for inspection by OxfordAQA at any time;
- submit requests for modified papers by the closing date as published in *Access arrangements and reasonable adjustments (Appendix 3)*.

4.8 The implementation of access arrangements must be carried out in accordance with OxfordAQA procedures outlined in *Access arrangements and reasonable adjustments (Appendix 3)*.

- A centre must notify OxfordAQA immediately if any OxfordAQA access arrangements cause the centre to breach local laws and regulations.

STUDENTS

4.9 The centre agrees to:

- register or enter students for an examination or assessment via the Centre Services online portal, using the login details provided once the centre is approved;
- maintain a unique candidate identifier (UCI) for each student entered for an examination or assessment and ensure that the same UCI is used consistently for the student over time to enable aggregation of units and qualifications;
- enter students as internal students;
- approved independent centers can enter private students for qualifications with examined options only, (not qualifications with controlled assessments, coursework or portfolios of evidence);
- enter students under names that can be verified against suitable identification such as a birth certificate, passport or driver's licence. It may be necessary to check that the name the student is using within the centre is his/her legal name rather than a 'known as' name. This will help to prevent difficulties at a later date when the student may need to verify that he/she is the person named on the certificate;
- verify the identity of all students that they enter for examinations or assessments.
- The centre **must** be satisfied that all student identities have been checked, for example as part of the initial registration process.
- make arrangements to notify students of their examination entries and the dates and times of their examinations/assessments;
- ensure that information for students is distributed to all students whether electronically or in hard copy format prior to assessments and/or examinations taking place. An *Information for students* document is available on the exams administration page of the OxfordAQA website.
- ensure that all student data where required by OxfordAQA has been supplied to OxfordAQA within the terms of the UK GDPR and the UK Data Protection Act (2018), and that students have been properly informed that this data has been transferred to OxfordAQA.

Guidance for making exam entries can be found on the **Entries** page of the OxfordAQA website.

CONTROLLED ASSESSMENTS, COURSEWORK AND PORTFOLIOS OF EVIDENCE

4.10 The centre agrees to:

- ensure that arrangements are in place to co-ordinate and standardise all marking of centre-assessed components and to ensure that students' centre-assessed work is produced, authenticated and marked, or assessed and quality-assured in accordance with OxfordAQA instructions;

- notify OxfordAQA of a consortium of centres with joint teaching arrangements for international GCSE and/or international AS/A-level qualifications, so that the students for each specification can be treated as a single group for the moderation of centre-assessed work. This is only required if two or more member centres will be entering students for work that is centre assessed;
- take reasonable steps to ensure that all associated administrative tasks are completed in an accurate and timely manner. For example, marks are correctly calculated, recorded and submitted by the published date. It is the responsibility of the centre to carefully check the marks it is submitting to OxfordAQA;
- submit centre-assessed marks and to dispatch moderation samples, if required by OxfordAQA, by the published date. It is the responsibility of the centre to ensure that moderators receive the correct samples of work to review. The centre is advised to take copies of coursework and/or centre assessed work dispatched for moderation samples.
- have in place, and be available for inspection purposes, a written internal appeals procedure relating to internal assessment decisions and to ensure that details of this procedure are made widely available and accessible to all students. (A centre may place its internal appeals procedure on the school/college website or alternatively, the document may be made available to students upon request.);
- have in place, and be available for inspection purposes, a written policy with regard to the management of non-exam assessments;
- use only current assessment materials/tasks to assess students' knowledge and skills (in cases where OxfordAQA provides such material);
- keep live non-exam assessments secure and confidential at all times whilst in their possession. It is not acceptable for teaching staff to share live non-exam assessments with students. Live non-exam assessments is defined as any controlled assessment or coursework on a topic which has been set either by OxfordAQA or the centre for a current or future examination series. The work may have been completed in a previous year or be in preparation for the present or future series;
- store safely and securely all controlled assessments, coursework or portfolios until the deadline for a review of results has passed or until any appeal, malpractice or results enquiry has been completed, whichever is later. This includes materials stored electronically.

Advice: A centre should print off its internal appeals procedure and its policy relating to the management of non-exam assessments and make them available as and when required for inspection purposes.

REGISTRATIONS AND ENTRIES

4.11 The centre agrees to:

- submit registrations, examination entries and certification claims by the deadline(s) via the Centre Services online portal;
- pay fees as instructed and at the time specified by OxfordAQA.

OxfordAQA will not allow a centre to withdraw a student entry or subject award after the release of the student's examination results to the centre.

DURING THE EXAMINATION / ASSESSMENT

4.12 The centre agrees to:

- provide suitable accommodation and facilities for all examinations and assessments, including centre-assessed work in accordance with the procedures outlined in *Exam accommodation guidance* (**Appendix 4**);
- Ensure that all examinations and assessments are taken on the day and at the same time shown on the published timetable. This will be Greenwich Mean Time (GMT).
The timetable is available on the exams **Dates and timetables** page of the OxfordAQA website.
- provide fully trained invigilators in accordance with the UK Joint Council for Qualifications' published procedures available at [jcq.org.uk/exams-office/ice--- instructions-for-conducting-examinations](http://jcq.org.uk/exams-office/ice---instructions-for-conducting-examinations);
- provide fully qualified teachers to mark, and/or fully qualified assessors to verify centre-assessed components;
- have in place written procedures to verify the identity of all students at the time of the examination or assessment;
- conduct all examinations/assessments governed by these regulations in accordance with published procedures available at [jcq.org.uk/exams-office/ice--- instructions-for-conducting-examinations](http://jcq.org.uk/exams-office/ice---instructions-for-conducting-examinations);
- submit declarations for very late arrival of students for examinations, in accordance with published procedures available at [jcq.org.uk/exams-office/ice--- instructions-for-conducting-examinations](http://jcq.org.uk/exams-office/ice---instructions-for-conducting-examinations);
- ensure that where a student has a supervised break during or between exam sessions, that exam conditions are maintained, i.e no access to Internet, mobile devices, communications with other students
- ensure that where a student arrives more than one hour after the published start time of the examination that the exact time of arrival is recorded and reported to OxfordAQA.
- submit any applications for special consideration where students meet the criteria in accordance with the procedures outlined in *Guidance on special consideration* (**Appendix 5**).

MALPRACTICE

4.13 The centre agrees to:

- take all reasonable steps to prevent the occurrence of any malpractice (which includes maladministration) before, during the course of and after examinations have taken place;
- notify OxfordAQA immediately of any alleged, suspected or actual incidents of student and/or centre staff malpractice by emailing irregularities@aqa.org.uk (the only exception when a

notification does not need to be made is when student malpractice is discovered in controlled assessments, coursework or other assessed qualifications before the authentication forms have been signed by the student);

- investigate any instances of suspected malpractice in accordance with the guidance, Suspected Malpractice Policies and Procedures published by the Joint Council for Qualifications, available at jcq.org.uk/exams-office/malpractice, and provide such information and advice as OxfordAQA may reasonably require.

POST EXAMINATION CENTRE MANAGEMENT

4.14 In relation to externally assessed examinations, the centre agrees to:

- keep scripts secure from the time they are collected from students until they are dispatched to the examiners or OxfordAQA;
- dispatch scripts without delay on the day of the examination. If scripts have to be retained overnight they **must** be kept under secure conditions and dispatched the next working day;
- Respect the confidentiality of scripts by not allowing them to be read or photocopied by any person prior to marking, without the written permission of OxfordAQA.

POST EXAMINATION RESULTS

4.15 The centre agrees to:

- keep prior to the official dates and times for the release of results to students, results files and their contents **entirely confidential** to the head of centre, examinations office staff and those teaching staff who, in the reasonable opinion of the head of centre, need to be aware of the information;
- distribute provisional statements of results to **all** students, either electronically or in hard copy, without delay and regardless of any disputes (such as non-payment of fees).
- Alternatively, if a student makes a Subject access request directly to OxfordAQA in order to obtain his/her examination results, OxfordAQA is similarly compelled under the terms of the UK GDPR and the UK Data Protection Act (2018) to provide those results within timescales prescribed by the UK GDPR and the UK Data Protection Act (2018).

POST-RESULTS SERVICES AND APPEALS

4.16 The centre agrees to:

- have in place written procedures for how it will deal with students' access to scripts, reviews of results and appeals to OxfordAQA, and to ensure that details of these procedures are made widely available and accessible to all students.
Students must be made aware of the arrangements for post-results services before they sit any examinations;

- ensure that all students are made aware that all post-results service requests must be made through the centre;
- ensure that students have provided their written consent for reviews of results and access to scripts services offered by OxfordAQA;
- submit requests electronically for reviews of results and access to scripts by the deadline(s) in accordance with the UK Joint Council for Qualifications' published procedures available at jcq.org.uk/exams-office/post-results-services;
- submit requests for appeals in accordance with the UK Joint Council for Qualifications' published procedures available at jcq.org.uk/exams-office/appeals;
- ensure that no direct or inferred public statement is made in respect of an appeal while that appeal is in process;
- ensure outcomes of reviews of results and appeals are made known to students within a reasonable timescale;
- have available for inspection purposes (and draw to the attention of students and their parents/carers) a written internal appeals procedure to manage disputes when a student disagrees with a centre decision not to support a review of results or an appeal.

(A centre may place its internal appeals procedure on the school/college website or alternatively the document may be made available to students upon request.)

- ensure that when scripts have been returned and are no longer required, they are disposed of in a confidential manner, but no earlier than the dates specified by OxfordAQA.
- facilitate private students in approaching awarding body regarding post-results services and appeals

CERTIFICATES

4.17 The centre agrees to:

- distribute certificates to all students without delay and regardless of any disputes (such as non-payment of fees). **Certificates must not be withheld without prior permission from OxfordAQA (which will only be given in very exceptional circumstances);**
- keep a record of the certificates that are issued;
- retain all unclaimed certificates under secure conditions for a minimum of 12 months from the date of issue;
- destroy in a confidential manner any unclaimed certificates after retaining them for a minimum of 12 months. Centres that do not have a means of destroying certificates confidentially may return them to OxfordAQA. A record of certificates that have been destroyed should be retained for four years from their date of destruction;
- return any certificates requested by OxfordAQA. Certificates remain the property of OxfordAQA at all times.

5 EXCHANGE OF DATA

5.1 The obligations of centres and OxfordAQA with regard to the transfer and holding of personal data during the examination process may be found in the UK GDPR and the UK Data Protection Act (2018) (<https://www.gov.uk/government/publications/data-protection-law-eu-exit>).

DATA PROTECTION

- 5.2 The centre **must** comply with the terms of the UK GDPR and the UK Data Protection Act (2018) (“the Act”) comply with all obligations that apply to controllers and/or processors (dependent on the situation) in their collection and processing of personal data (as defined in the Act).
- 5.3 The centre agrees to implement appropriate technical and organisational measures in accordance with the Data Protection Laws to ensure a level of security appropriate to the risks that are presented by such processing (and in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data).
- 5.4 The centre agrees to implementation of appropriate safeguards for international transfers of personal data.
- 5.5 The centre agrees not to transfer any OxfordAQA or AQA Education Personal Data to any other third party or third country unless required to do so by local law.
- 5.6 The centre agrees and confirms that it will obtain the necessary student consents for the transfer (international or otherwise) of personal data supplied by OxfordAQA to AQA Education.
- 5.7 Centres **must** bring to students’ attention the Privacy Notice included in the *Information for Students* that will be available on the **Additional exam stationery** page of the OxfordAQA website. This document should be distributed to a student when the entries are submitted to OxfordAQA for processing.
- 5.8 The head of centre, or member of the senior leadership team, must advise any person involved in administering, teaching or completing examinations / assessments that where malpractice is suspected or alleged personal data about them will be provided to the awarding body (or bodies) whose examinations / assessments are involved and may be shared with other awarding bodies, the qualifications regulator or professional bodies in accordance with the JCQ publication Suspected Malpractice in Examinations and Assessments – Policies and Procedures.
- 5.9 OxfordAQA may be required to provide personal data it holds to educational agencies such as the relevant national education authority and UCAS in the UK, other government bodies in the jurisdictions where we operate, or to a central record of qualifications approved by OxfordAQA, for statistical and policy development purposes. OxfordAQA maintain a comprehensive archive record of students’ examination results. The purpose is to provide an audit trail of the results certificated and to maintain an accurate record of an individual’s achievements. It is the responsibility of centres to ensure that students are made aware of this.
- 5.10 OxfordAQA will also make the personal data it holds available to students when requested, subject to the application of any relevant exemptions within the UK GDPR and the UK Data Protection Act (2018). Students may obtain access to their personal data, such as examination results, by applying to OxfordAQA. Applications should be made by the centre’s examination officer on behalf of the student, at least within 7 days of becoming aware of such request, by emailing info@oxfordaqa.com.

- 5.11 The centre will advise OxfordAQA within 24 hours of becoming aware of any personal data breach to info@oxfordaqa.com detailing the following information: when the breach was identified, the nature of the data that has been breached, those who may have accessed the data, how many data subjects are affected, categories of data subject(s), the volume of data breached, details of any special category data and any high risk to the individuals.
- 5.12 The centre in particular agrees to data protection safeguards as set out in the UK GDPR and the UK Data Protection Act (2018) law of: purpose limitation, transparency, accuracy, data minimization, storage limitation, security of processing, sensitive data, onward transfers and demonstrating compliance.
- 5.13 The centre agrees that Data subjects will also have specific rights as set out in the UK GDPR and the UK Data Protection Act (2018) and in particular that of redress by lodging complaints.
- 5.14 UK Data protection laws acknowledge that an examination certificate is a contemporaneous record of achievement. The fact that an individual's name might have changed since the date of issue of the certificate does not render it inaccurate for the purposes of the UK GDPR and the UK Data Protection Act (2018).
- However, OxfordAQA will issue results in a new name following gender re-assignment or a released prisoner being given a new identity, or a witness protection case, upon receipt of appropriate documentation. The accompanying documentation will be treated in the strictest of confidence.
- 5.15 OxfordAQA will make centre data available to AQA Education and Oxford University Press in order to perform its business duties. OxfordAQA may reveal the name of centres that are offering OxfordAQA to selected universities.
- 5.16 OxfordAQA may reveal an individual student's results to universities that approach OxfordAQA in order to verify those results for the student's acceptance to the university.

INTELLECTUAL PROPERTY

- 5.17 All intellectual property rights in any materials, data, documents or information provided either in writing or orally by or on behalf of OxfordAQA to the centre are the property of OxfordAQA or its licensors, and shall remain vested in OxfordAQA. The centre shall do nothing to prejudice any such intellectual property rights.
- 5.18 The centre is permitted to use the OxfordAQA badge in its signage and marketing in accordance with sections 2.20 – 2.22.

COPYRIGHT

- 5.19 The copyright in all question papers, on-screen assessments and computer-based assessments created by OxfordAQA belong to OxfordAQA. Unless otherwise expressly stated in any question papers which are subject-specific, OxfordAQA grants the centres a non-exclusive, non-transferable licence to use the question papers for the purpose of preparing future groups of students for mock examinations and other internal centre tests only.
- 5.20 For confidentiality purposes, **it is recommended that question papers are not released**

to centre personnel for use in accordance with the above licence until 24 hours after the published finishing time for the examination. This does not restrict access to question papers by authorised centre personnel for the purpose of conducting examinations.

- 5.21 Materials that are submitted by students for assessment may include any form of written work, audio and visual materials, computer programmes and data (**'assessment materials'**). The copyright in any assessment materials created by a student belongs to him/her.
- 5.22 Each centre will procure permission from each of its students to grant OxfordAQA a non-exclusive, royalty-free licence to use its assessment materials (the **'Assessment licence'**) on the following terms:
- 5.22.1 the *Assessment licence* becomes effective on submission, in any medium or form, by the student of the applicable assessment materials;
- 5.22.2 OxfordAQA is entitled to use such assessment materials for the purpose of:
- a) assessing such students and their assessment materials (**"Candidate Assessment"**); and
 - b) providing education and training services to others;
 - c) research.
- 5.22.3 OxfordAQA is entitled to grant any sub-licences of its rights:
- a) to third party examiners for the purpose of candidate assessment;
 - b) to third party IT service providers for the purpose of detecting potential and suspected malpractice and to third party sub-contractors for the purposes of providing examination services to OxfordAQA;
- 5.22.4 OxfordAQA and its sub-licensees are entitled, for purposes of exercising their rights under the *Assessment licence*, to reproduce the assessment materials in any form or medium and in whole or in part;
- 5.22.5 OxfordAQA is entitled, for the purpose of providing education and training services to others, to modify, translate or otherwise change the assessment materials to meet particular needs
- 5.22.6 a student shall be entitled to notify OxfordAQA, by means of a notice to the centre, that he or she wishes to terminate the awarding body's rights referred to in section 5.15.2(b), and it shall be in discretion of OxfordAQA whether or not to terminate such rights; and
- 5.22.7 a student is not entitled to terminate OxfordAQA rights referred to in section 5.15.2(a).
- 5.23 The assessment materials will either be assessed internally by teachers in the centres (whose marks will be moderated) or externally by examiners. Any such assessment materials will be anonymised to ensure that the students cannot be identified. Where a centre or third party is in possession of any assessment materials for the purposes of candidate assessment, such assessment materials will be held on behalf of OxfordAQA, and the centre or third party shall not acquire any rights therein other than granted pursuant to the *assessment licence*.
- 5.24 OxfordAQA will, in using any assessment materials for the purpose of providing education and training services to others pursuant to the *Assessment licence*, before publishing or otherwise disclosing such assessment materials to any third party in any medium or form, anonymise such assessment materials to ensure that the students cannot be identified.

- 5.25 Each centre must promptly submit to OxfordAQA any notice given by a student referred to in section 5.15.6.
- 5.26 Subject to section 5.15, the physical medium on which any assessment material is recorded will be the property of OxfordAQA (the “**Property**”). The Property will not be returned to centres other than through the access to scripts arrangements set out in section 4.17 (*Post results services and appeals*).

6 GENERAL TERMS AND CONDITIONS

6.1 **Term of agreement**

This agreement shall come into effect on the date that the centre receives written confirmation from OxfordAQA that the centre has been approved.

6.2 **Fees and charges**

Entry fees and charges will be paid in accordance with the policies set out in *OxfordAQA Invoicing Policy (Appendix 2)*.

6.3 **Confidentiality**

The centre shall treat as confidential all documents, information, data or know-how supplied to it by OxfordAQA and shall not disclose any such documents, information, data or know-how save as strictly required for the purposes of this agreement.

6.4 **Termination**

OxfordAQA may terminate this agreement with immediate effect without limiting its other rights or remedies by giving written notice to the centre if:

- 6.4.1 the centre commits a material breach of any term of the agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so;
- 6.4.2 the centre takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 6.4.3 the centre suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 6.4.4 the centre's financial position deteriorates to such an extent that in OxfordAQA's opinion the centre's capability to adequately fulfil its obligations under the agreement has been placed in jeopardy.
- 6.4.5 the centre poses a risk to the integrity of an OxfordAQA examination by failing to comply with required instructions on the provision, security, integrity and/or delivery of OxfordAQA qualifications, or repeatedly fails to act upon improvements highlighted by OxfordAQA within a timeframe of 30 days of being informed.

6.5 Consequences of Termination

If OxfordAQA should terminate this agreement, or the centre ceases to operate during the teaching of OxfordAQA' qualifications, the centre must take all reasonable steps to protect the interests of its students, such as making necessary arrangements in order to enter students for OxfordAQA at other local centres that are teaching the same qualifications.

6.6 Liability

6.6.1 The centre shall indemnify OxfordAQA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by OxfordAQA arising out of or in connection with:

6.6.1.1 the centre's breach or negligent performance or non-performance of this agreement;

6.6.1.2 the enforcement of this agreement; or

6.6.1.3 any claim made against OxfordAQA by a third party arising out of or in connection with its obligations under this agreement, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the centre, its employees, agents or subcontractors.

6.6.2 **Nothing in this agreement shall limit or exclude OxfordAQA' liability for:**

6.6.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

6.6.2.2 fraud or fraudulent misrepresentation.

6.6.3 **Subject to clause 6.6.2:**

6.6.3.1 OxfordAQA shall under no circumstances whatever be liable to the centre, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement; and

6.6.3.2 OxfordAQA' total liability to the centre in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000 GBP.

6.7 Variations

OxfordAQA reserves the right to amend the terms of the documents listed in this document.

6.8 General

6.8.1 **Assignment and other dealings**

6.8.1.1 OxfordAQA may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this agreement and may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.

6.8.1.2 The centre shall not, without the prior written consent of OxfordAQA, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this agreement.

6.8.2 Notices

6.8.2.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be sent by pre-paid post or other commercial courier, or by email.

6.8.2.2 A notice or other communication shall be deemed to have been received: if sent by courier only and signed for on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

6.8.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

6.8.2.4 Any notice given under this agreement must be in the English language.

6.8.3 Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

6.8.4 Waiver

A waiver of any right under this agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6.8.5 No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

6.8.6 Third parties

A person who is not a party to the agreement shall not have any rights to enforce its terms.

6.8.7 Variation

Except as set out in this document (and specifically in 5.2 – 5.9 on Data Protection), no variation of this agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by OxfordAQA.

6.8.8 Entire agreement

This agreement, including for the avoidance of doubt the regulations referred to in this document as amended from time to time, constitutes the entire agreement between the parties

6.8.9 Governing law

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

6.8.10 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

7 CONTACTS

If you have questions relating to the contents of these regulations and terms and conditions, please email info@oxfordaqa.com

APPENDIX 1: CHECKLIST FOR PROSPECTIVE CENTRES

ARE YOU READY TO BECOME AN OXFORDAQA CENTRE?

This is a quick checklist if you are applying to become a centre or if your centre has changed its secure storage arrangements.

Please note that until a satisfactory inspection has taken place, confidential materials such as question papers will not be despatched.

General requirements	Centre is ready	Centre is not ready
Does the centre have a full understanding of and is it prepared to abide by the OxfordAQA' <i>General Regulations and Terms and Conditions for Approved Centres</i> ?	Yes	No
Does the centre have a designated business address with an office and reception / postal receipt facility which will be permanently staffed during school opening hours during term time?	Yes	No
Will the centre be open and staff available for an inspection visit in the next two to four weeks?	Yes	No
Are you applying for centre approval at least two months before the entry deadline for the first exam series?	Yes	No
Are the secure storage arrangements at the centre already constructed?	Yes	No
Is a safe/secure cabinet in place?	Yes	No
Have you determined appropriate arrangements for receiving and storing confidential materials as issued by an awarding body?	Yes	No
Do you have sufficient and suitable accommodation within your centre for students to sit written examinations?	Yes	No
Is there a named member of staff who will act as the examinations officer, who is not the head of centre and has a high level of English language proficiency?	Yes	No
Do you have arrangements in place for assessing students who may require access arrangements, i.e. a specialist assessor approved by the head of centre?	Yes	No
Do you have broadband internet access in order to facilitate electronic transactions with an awarding body?	Yes	No
Do you have an official centre email address?	Yes	No
Do your arrangements comply with OxfordAQA' <i>Code of Conduct</i> (2.16 – 2.20 of this document)	Yes	No
Do you have and implement an appropriate Child Safeguarding policy compliant with local Child Safety Laws?	Yes	No

Location of secure storage unit	Centre is ready	Centre is not ready
Is the secure storage unit in an area solely assigned to examinations?	Yes	No
Is the secure storage unit located at your proposed registered centre address?	Yes	No
Does the location of the secure storage unit have solid walls or reinforced stud walls?	Yes	No
If the location of the secure storage unit is on the ground floor and has windows, have bars been fitted or is the room alarmed?	Yes	No
Is the door to the location of the secure storage unit of solid construction?	Yes	No
Does the door have a security lock (eg a five lever mortice or keypad)?	Yes	No
Are there no more than four key/code holders for the location of the secure storage unit?	Yes	No
Is the location of the secure storage unit shared with staff who are not part of the exams office?	No	Yes

Secure storage unit	Centre is ready	Centre is not ready
<p>Is one of the following going to be used to store question papers?</p> <ul style="list-style-type: none"> • Strong, non-portable safe; • Non-portable security cabinet with multi point locking system; • Metal cabinet with full length external locking bar, bolted to wall or floor; • Metal security screen, eg roll down shutter, directly in front of open shelving. 	Yes	No

APPENDIX 2: OXFORDAQA INVOICING POLICY

TIMING OF INVOICING

GENERAL QUALIFICATIONS

We will send you an invoice once we have processed your exam entry/amendment. We will issue invoices and credit notes:

- daily for exam entries;
- weekly for exam amendments;
- annually for reaccreditations
- monthly for centre approvals

OTHER SERVICES

We will issue invoices and credit notes weekly for any chargeable materials or activities, for example, professional development and re-approval tasks.

Other invoices and credit notes are issued periodically after completion of a service; for example post results invoices are issued following completion of all requests for an exam series.

CONTENT OF INVOICING

All invoices and credit notes will include:

- your account number or centre number
- your name or centre name
- our payment terms
- our bank details
- our contact details.

Invoices and credit notes for general qualifications will also include:

- volumes of entries
- entry codes
- unit price.

Invoices and credits for other services will include any other details relevant to the charge such as date and event title for a course or full details of the service provided.

We retain a record of all invoices and credits for 7 years.

CREDIT TERMS

All invoices are due immediately unless otherwise stated. Credit terms are only available to registered OxfordAQA approved centres that have met our conditions, which may include a credit assessment. Credit terms may be withdrawn if you do not meet our payment terms.

PAYMENT

- Credit terms are only available to centres that are registered as OxfordAQA approved centres and have met our conditions which may involve a credit assessment.
- Payments must be made on receipt of invoice, unless agreed otherwise.
- Credit terms may be withdrawn if you do not meet OxfordAQA's payment terms.
- Our preferred method of payment is with BACS transfer. Remittance advice should be emailed to **OxfordAQA@aqa.org.uk**
- Payment cannot be withheld unless you notify the OxfordAQA accounts receivable department in writing within 14 days of receipt of an invoice (email: **OxfordAQA@aqa.org.uk**).
- Centres must give full details of the amounts disputed and the reason for the dispute.
- All items not disputed, and any other invoices, must be paid according to our usual terms.

Name of Company: OxfordAQA International Examinations

Company Address: Great Clarendon Street, Oxford, OX2 6DP, United Kingdom

Bank:

Natwest

Bank Address:

Manchester Spinningfields SQ,
Bolton Customer Service Centre,
PO Box 2027 Parklands,
De Havilland Way,
Horwich,
BL6 4YU

IBAN: GB21NWBK01053139269469

BIC: NWBKGB2L

All payments should be made in British pound sterling. All transaction fees must be paid by the centre.

If there is a dispute on an invoice, all items not disputed and any other invoices must be paid according to our usual terms.

We reserve the right to refuse new entries and other service requests from a school or college with an undisputed overdue debt, outstanding at the time the new entry or service request was made.

Please email **OxfordAQA@aqa.org.uk** with any queries or copy invoice requests.

APPENDIX 3: ACCESS ARRANGEMENTS AND REASONABLE ADJUSTMENTS

1. WHAT ARE EXAM ACCESS ARRANGEMENTS?

Access arrangements are measures that can be arranged before the examinations or other assessments to allow disadvantaged students as fair a chance as possible to demonstrate their knowledge and ability.

Students who may need exam access arrangements include those with:

- long-term physical disability;
- a psychological condition;
- a learning difficulty, behavioural or social difficulties;
- a temporary illness or injury.

The centre at which the student is entered is responsible for ensuring that such provision, or requests to OxfordAQA for provision, are based on genuine and verifiable information. It is also the responsibility of the centre to administer access arrangements during the assessments and examinations.

Access arrangements should always reflect the student's normal way of working in class.

For students with learning difficulties, where a standardised test score is required, for example, in reading or speed of writing, it must be supported in a report by an Educational Psychologist or specialist teacher. The results must be from tests conducted in the student's fourteenth year or later.

For students with a physical disability or illness, medical evidence documenting the diagnosis and its effect on the student must be kept on file at the centre.

With the exception of bilingual dictionaries, access arrangements cannot be given because English is not the student's first language.

With the exception of students that work one-to-one with a reader or a scribe, there must be an invigilator present during an exam that is not providing the access arrangement.

2. ACCESS ARRANGEMENTS WHICH MUST BE APPROVED BY OXFORDAQA

The following access arrangements are given following approval from OxfordAQA, an application form must be completed by the Centre, submitted with the appropriate supporting evidence and approved by OxfordAQA before the exam.

Access Arrangement	Criteria	Notes
Extra time of 25% Application form Evidence is submitted as part of the application	For students with a physical difficulty or learning difficulties. Students with learning difficulties should have a standardised test score of 84 or less for any of: speed of reading, speed of reading comprehension, speed of writing, or cognitive processing Can be applied for students with physical difficulties that show the need for extra time to complete tasks in their class work.	It is expected that such an allowance will meet the needs of most students that are disadvantaged.
Extra time of 25% to 50% - Application form Evidence is submitted as part of the application	If a student has very severe learning or physical difficulties, visual impairment, a speech impediment or other communication difficulty. For up to 50% of extra time, Students with learning difficulties should have a standardised test score of 69 or less for any of: speed of reading, speed of reading comprehension, speed of writing, or cognitive processing.	Extra time will not be allowed if a student's literacy difficulties are primarily caused by English not being their first language.
Extra time over 50% Application form Evidence is submitted as part of the application	For students with a severe vision impairment that are very slow in reading a modified enlarged/Braille paper and cannot access an electronic paper. In exceptional circumstances, up to 100% of extra time may be agreed for students with severe impairment. Must confirm that extra time of over 50% is the student's normal way of working within the centre as a direct consequence of their disability.	The amount of extra time requested must be both reasonable and appropriate to the student's needs.
Access Arrangement	Criteria	Notes

<p>Readers (including computer readers)</p> <p>Application form</p> <p>Evidence is submitted as part of the application</p>	<p>For a visually impaired student or for a student with learning difficulties.</p> <p>If a visually impaired student cannot use braille or a large print paper.</p> <p>Use of a reader will also allow the provision of 25% extra time if it is also necessary.</p> <p>A reader may also act as a scribe for the student if that arrangement is also allowed.</p>	<p>A reader will not be allowed if a student's literacy difficulties are primarily caused by English not being their first language.</p> <p>Readers are not allowed in examination papers, or sections thereof, that assess a student's ability to read, though computer readers are allowed in all assessments.</p> <p>A reader may only read the questions or other material in the examination paper and may read back a student's answer if requested to do so. A reader may help a visually impaired student to extract information from diagrams, tables and graphs. Advice or explanation is not allowed.</p>
<p>Scribes</p> <p>Application form</p> <p>Appropriate evidence of need must be available at the centre for inspection</p>	<p>If the student cannot communicate independently in handwriting or by using a word processor due to physical disability or learning difficulties.</p> <p>For students with Physical disability, either permanent or temporary which may prevent the student from being able to write or a student's writing may not be able to be read by others.</p> <p>If a student is unable to write due to a learning difficulty, a standardised test score of 84 or less for spelling accuracy is needed to qualify. If a student has writing speeds of less than sixteen words per minute for a GCSE student or eighteen for a GCE student, they could also be allowed a scribe.</p> <p>Use of a scribe will also allow the provision of 25% extra time if it is necessary, or up to 100% extra time to spell words letter by letter if the examination, in whole or in part, is to test the ability to spell in a language other than English.</p>	<p>A scribe may draw or note on maps, diagrams or graphs to the student's instruction.</p> <p>In any questions for which there are marks specifically for spelling punctuation and grammar, the marks will only be given for spelling or punctuation if it is dictated in full.</p> <p>A scribe may read back the students work if requested, but without comment.</p> <p>An examination script written or typed by a scribe must be accompanied by a cover sheet signed by the scribe. This must give a good account of how any graphs tables or diagrams were produced when words or punctuation that were spelt out.</p> <p>A student with permission for a scribe may be allowed the use of a word processor with the spell check enabled if preferred. The computer must have not access to the internet or any other source of information.</p>
Access Arrangement	Criteria	Notes

<p>Practical Assistants Application form</p> <p>Detailed information must be provided listing the tasks which the practical assistant would perform.</p>	<p>If the student has temporary injury or long term difficulty that restricts manual ability or the safe and accurate use of equipment</p>	<p>They must only provide the necessary physical assistance and not help the student with any information.</p> <p>Work produced with the help of a practical assistant must be accompanied by a cover sheet signed by the assistant detailing the help given.</p>
<p>Exemptions Application form</p> <p>Evidence is submitted as part of the application</p>	<p>For students with hearing impairment or speech difficulties may need to be exempt from units that require listening or speaking</p>	<p>Must only be granted as a last resort when no other access arrangement is available.</p> <p>They may only be exempt from units totalling no more than 40% of the complete subject specification.</p> <p>If an exemption is agreed, OxfordAQA will calculate a mark for the unit based on the student's marks for other units in the same subject.</p> <p>The certificate showing the examination result will indicate that some parts of the assessment could not be undertaken.</p>
<p>Braille or Modified Enlarged Print papers Centres must order modified papers in advance of a specific examination series</p> <p>We do not require evidence</p>	<p>For students who are visually impaired, Modified large print papers are available in 18 point text on A4 paper and 24 point text on A3 paper.</p>	<p>Centres must order modified papers in advance of a specific examination series, Centres must not order modified papers for students unless they intend to enter them for the relevant examination series.</p>

3. ACCESS ARRANGEMENTS THAT MAY BE GIVEN AT THE DISCRETION OF THE CENTRE

The following access arrangements can be given at the discretion of the Centre, no application form is completed but appropriate evidence of need must be available at the centre in case of an inspection or enquiry.

Access Arrangement	Criteria	Notes
Word Processor no application Appropriate evidence of need must be available at the centre for inspection	For a student where it is their normal way of working within the centre. It may not be used by other students as a preference. can be awarded on account of: <ul style="list-style-type: none"> • a learning difficulty which has a substantial and long term adverse effect on their ability to write legibly; • a medical condition; • a physical disability; • a sensory impairment; • planning and organisational problems when writing by hand; • poor handwriting. 	The spell check and grammar check facility must be disabled and the computer must not have access to the internet or any other source of information. A signed cover sheet noting that permission was given must accompany a word processed examination script.
Supervised Rest Breaks no application Appropriate evidence of need must be available at the centre for inspection	For students that cannot work for long periods without excessive fatigue or loss of concentration. Supervised rest breaks can be awarded on account of: <ul style="list-style-type: none"> • cognition and learning needs; • communication and interaction needs; • a medical condition; • sensory and physical needs; • social, mental and emotional needs. Consider if supervised rest breaks would be more appropriate before making an application for 25% extra time.	Students are allowed the usual time in the examination and must be accompanied by an invigilator during the breaks to ensure that work does not continue therein and that contact is not made with others.
Bilingual Dictionaries no application No evidence is needed to support the arrangement	For students whose first language is not English.	They may <u>only provide a word-for-word translation</u> and nothing more. They must not be used if ability to use one of the languages of the dictionary, or a similar language, is being assessed.

Access Arrangement	Criteria	Notes
Early opening of examination papers no application No evidence is needed to support the arrangement	Early opening of examination papers is allowed in order to photocopy an examination paper to enlarge it or to print it onto coloured paper	Early opening of examination papers up to 90 minutes before the published start time of the examination.
Sign-Language Interpretation no application No evidence is needed to support the arrangement	For students with hearing impairment.	The signer must not provide any information not in the text of the examination. Source material for questions or questions in English or foreign language examinations may not be signed.
Separate invigilation no application No evidence is needed to support the arrangement	For when a student is using many of the other access arrangements.	In order to not disturb other students.

4. MODIFIED EXAM QUESTION PAPERS FOR STUDENTS WITH VISUAL IMPAIRMENT

Some students with visual impairment may require exam question papers which have been modified to make access easier, for example, enlarged font size, descriptions of diagrams and images or Braille papers for a Braille reader.

The following types of modified exam papers are available on request

- 18pt Arial font on A4 paper
- 24pt Arial font on A3 paper
- Unified English Braille (UEB)

The application form for modified papers is found on the **Special requirements** page of the OxfordAQA website. This form must be completed and emailed to **ModifiedAssessments@aqa.org.uk** before the published deadline.

5. HOW TO APPLY FOR EXAM ACCESS ARRANGEMENTS

You will find the application forms for Access arrangements on the exams administration page of the OxfordAQA website. The appropriate form should be completed in full, including supporting evidence, then emailed to **accessarrangementsqueries@aqa.org.uk**

Application form for access arrangements for a student with a physical impairment

Application form for access arrangements – Profile of learning disabilities

You will need to provide the following information for each individual student:

- evidence of learning disability, for example, an educational specialist's diagnosis
- evidence of normal way of working in class, for example, mock exams
- test scores shown as a standardised number, for example, 84

6. DEADLINES FOR APPLICATIONS

Deadlines for applications can be found in the *Key dates calendar* published on the **Dates and timetables** page of the OxfordAQA website.

APPENDIX 4: EXAM ACCOMMODATION GUIDANCE

THE EXAMINATION ROOM

Appropriate conditions must be given to students to enable them to sit the examinations.

Centres will need to pay attention to the environment of the examination room, considering conditions such as air conditioning, lighting, ventilation and noise.

Particular care must be given when examinations occur in libraries or laboratories.

Within the examination room the following must be visible and accessible to all students:

- centre number, subject title and paper number;
- the actual start and finish time of each examination;
- a reliable clock.

Display materials such as maps, tables or wall charts must not be visible.

Please refer to [jqc.org.uk/exams-office/ice---](https://www.jcq.org.uk/exams-office/ice---instructions-for-conducting-examinations) **instructions-for-conducting-examinations** under sections 'Starting times for examinations' and 'Leaving the examination' for further details regarding the requirements around start times, when students are permitted to leave an examination room and when students arrive late.

SEATING ARRANGEMENTS

Centres must produce a seating plan ensuring that each student's work is not visible to another. Students should be sat in student number order. The minimum distance in all directions from centre to centre of the students chairs must be 1.25 metres.

All students should face the same direction and each student should have a separate desk or table large enough to accommodate the examination materials.

In cases where students are unable to work at individual desks, these desks must be large enough to ensure that communication cannot occur and students work cannot be seen by another.

Multiple examinations can occur in the same room, as long as this causes no disruption. Mock examinations must not be occurring in the same room as a live examination.

NOTICE TO STUDENTS

'Warning to students' and 'No mobile phones' posters should be displayed in every examination room. You can download this poster from the **Additional exam stationery** page of the OxfordAQA website.

APPENDIX 5: GUIDANCE ON SPECIAL CONSIDERATION

WHAT IS SPECIAL CONSIDERATION?

Special consideration is a post-exam mark adjustment which is made by an awarding body when a student has been fully prepared for an exam and has covered the whole course but has been affected by adverse circumstances beyond their control.

Special consideration cannot remove the disadvantage that a student has experienced and, in most cases, the mark adjustment is very small. It may not be appropriate to enter a student for an assessment if the student is not fit enough.

1 MINIMUM REQUIREMENTS

Examinations measure a student's knowledge and skills and the grade which is awarded must reflect the level of achievement demonstrated in the examination. A student's actual achievement may not reflect their potential ability.

There are minimum requirements which a student must meet before they are eligible for special consideration.

Students **will be eligible** if they have been fully prepared for the assessment and have covered the whole course but have been disadvantaged by any of the following:

- temporary illness or accident/injury at the time of the assessment;
- bereavement at the time of the assessment;
- serious domestic crisis at the time of the assessment;
- serious disturbance during an examination;
- other accidental event at the time of the assessment such as being given the wrong examination paper or failure of equipment.

Students **will not be eligible** if their performance has been affected by any of the following:

- being unprepared for the assessment
- long term illness or permanent disability or learning difficulty;
- bereavement more than 6 months before the assessment;
- domestic inconvenience such as moving house or a holiday
- the consequences of committing a crime, being charged with an offence or taking alcohol or non-prescribed drugs

- staff shortages or lack of facilities at the centre;
- the temperature of the exam room;
- missing all examinations in an assessment.

2 HOW TO APPLY FOR SPECIAL CONSIDERATION

Applications for special consideration should be made online through Centre Services . (A log-in will be provided for the centre upon approval.)

Applications must be made within 7 days of the last examination in the exam series.

Applications received after the publication of results can only be accepted in exceptional circumstances.

3 STUDENTS PRESENT FOR THE ASSESSMENT BUT DISADVANTAGED

If a student is present for an exam but is disadvantaged by one of the reasons listed above then we may apply a small mark adjustment to the exam component that has been affected. The size of the adjustment will be made in accordance with the details supplied in the application. The outcome of our decision will be made on the following basis:

- the severity of the circumstances;
- the date of the examination in relation to the circumstances;
- the assessment criteria.

4 STUDENTS ABSENT FROM A TIMETABLED COMPONENT

If a student is absent from a timetabled exam component by one of the acceptable reasons listed in point 1 then we may apply a mark adjustment to the final grade. For us to do this, the student must have completed minimum assessment requirements. For international GCSE exams 50% of the total assessment must be completed.

5 LOST OR DAMAGED COURSEWORK

If a student's coursework is inadvertently lost or damaged then you should apply for special consideration online. You should apply under the heading 'non-timetabled exams'.

6 OTHER SITUATIONS REQUIRING SPECIAL CONSIDERATION

There may be some situations which do not fit the above criteria. If you would like to discuss a particular circumstance then please contact us at **SpecialConsiderationQueries@aqa.org.uk**

7 OUTCOMES AND APPEALS

The outcome of your online application for special consideration will be updated. An appeal against this outcome will need to be submitted in writing by the centre to **SpecialConsiderationQueries@aqa.org.uk**

We cannot accept appeals from students or their parents/guardians.

8 HONORARY CERTIFICATES AND POSTHUMOUS AWARDS

In the unfortunate situation where a student is diagnosed with a terminal illness or dies before completing their exams we can offer an Honorary certificate or Posthumous awards. Please contact us for more details as necessary at **SpecialConsiderationQueries@aqa.org.uk**

APPENDIX 6: SECURITY OF CONFIDENTIAL MATERIAL

SECURE STORAGE

Exam question papers and any other confidential material relating to the administration and delivery of examinations and assessments must be stored securely at the centre's registered address in a **secure storage cabinet** within a **secure room**.

The secure room must be solely assigned for the purpose of administering secure examination materials and restricted to two to four key holders only.

The following requirements must be met.

- The secure room must be solely dedicated to examinations within a fixed building. A non-secure building such as a portakabin is not appropriate.
- The secure room must have a solid or reinforced door with heavy duty hinges and either coded keypad access, electronic security lock or a 5 lever mortice lock. This must only be accessible by 2 to 4 key holders. If the door is a hollow panel door type, then this must be reinforced.
- The secure room must have strong solid walls ceilings and floor. If the room has stud partition walls then these must be reinforced.
- Ideally, the secure room should not be located on a ground, or lower ground floor.
- If the room has windows then these windows must be alarmed or fitted with bars. Any interior glass windows must be made of toughened glass.
- The room must not lead directly out of the building.

Within the room the confidential material **must** be contained within the following secure storage, only accessible by 2 to 4 key holders:

- a strong safe which cannot be moved;
- a security cabinet with a multiple point locking system which cannot be moved;
- a metal cabinet(s) with a full length external locking bar, firmly bolted to the floor or wall.

If you are a large centre and have the requirement to store a large amount of question papers then it would be suitable for these to be stored on open shelving. This shelving **must** have a roll down shutter or metal security screen.

CHECKING EXAM QUESTION PAPER PACKETS

On receipt, the exam question paper packets must be checked immediately, but not opened. OxfordAQA must be informed immediately if there are problems, for example:

- the packet has been opened or significantly damaged during transit;
- there are differences between the material received and the delivery note;
- the material does not meet your requirements.
- Exam material must be checked immediately and then must be stored in a secure facility, ie a safe or secure cabinet until the day of the exam.
- Exam materials should be arranged in timetable order to reduce the possibility of opening a packet at the wrong time.
- If exam material cannot be checked immediately it must be stored securely and checked when an authorised member of staff is available.

SECURE MATERIAL DOWNLOADED ON THE DAY OF AN EXAMINATION/ASSESSMENT

Secure assessment materials downloaded and printed on the day of an examination/assessment, (eg Centre Services), must be stored as described in Secure storage.

GENERAL INFORMATION FOR CENTRES

- Centres must tell OxfordAQA immediately if the security of the examination question papers or other confidential material is put at risk. For example, fire, theft, loss, damage or any other circumstances which render the existing accommodation or secure storage of examination materials at risk.
- You must inform OxfordAQA no later than 6 weeks prior to moving to a new address, substantial new build or a change of secure storage location.
- Examination question papers must be kept in their sealed packets until the time of the examination.
- Where confidential materials are required to be opened in advance of the examination and held for use over an extended period, the centre must take precautions to safeguard the material after they have been opened or downloaded:
 - Materials must be issued at the time of the assessment only and must be collected at the end of the assessment session.
 - They must not be removed from the centre and when not in use must be kept secure under the Secure storage requirements.
 - Each copy must be checked to ensure that it is clean from annotations.
- Live assessment material must not be used as practice material for any qualifications.

- If confidential material is recorded on CD ROMs or sent electronically, centres must follow OxfordAQA' instructions.
- Examination stationery, including answer booklets, must be stored securely.
- A centre must have a system for recording when material is removed from and returned to the secure storage facilities.

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To see how we comply with relevant Data Protection legislation please see our privacy policy by visiting our websites **aqa.org.uk/about-us/privacy-notice** and **oxfordaqa.com/privacy-policy**.

[END OF DOCUMENT]

GET HELP AND SUPPORT

Visit our website for information, guidance, support and resources at oxfordaqa.com



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