

*Guidance for Higher Education Institutions
offering BTEC Customised non-National
Qualification Framework qualifications*

Revised 2007

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Introduction

This document is produced to assist institutions in the development, delivery and management of BTEC programmes which are institutionally validated. Part A of the document comprises the Licence Agreement and Part B provides guidance and information on the operation of the Licence Agreement by institutions.

The terms 'non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications' are used throughout this document to indicate the BTEC programmes which can be validated by institutions that have signed Licence Agreements with Edexcel. These are qualifications which are not accredited on the National Qualifications Framework (NQF) and, outside the Licence Agreement, are termed Customised qualifications.

The purpose of the Licence Agreement is to allow institutions that have entered into such an agreement with Edexcel to validate as institutional awards non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications, subject to the courses complying with the requirements set out in Part B, 5.2

The Edexcel HE Manager will maintain regular electronic contact with all institutions who offer qualifications pursuant to the Licence Agreement.

The next major review of this document is scheduled for 2013, but minor amendments may be made on an annual basis and will be logged on the Edexcel website; please check the amendment date on the front page.

PART A

Licence Agreement

	<p>PARTIES:</p> <p>(i) Edexcel Ltd, whose registered office is located at One90 High Holborn, London WC1V 7BH and whose registered number is 4496750 ("Edexcel"); and</p> <p>(ii) University of (<i>Name, Address</i>) ("Institution")</p>
	<p>RECITALS:</p> <p>A Edexcel is the owner, developer and administrator of certain qualifications recognised in the United Kingdom and known as BTEC.</p> <p>B Institution is a University/educational establishment with Taught Degree Awarding Powers, established with the primary aim of providing higher education.</p> <p>C Institution wishes to provide non-NQF BTEC Higher National Diplomas/Certificates, hereafter known as 'Non NQF BTEC Higher Nationals' and other non-NQF BTEC qualifications under licence from Edexcel.</p>
	<p>AGREED TERMS:</p>
<p>1</p> <p>1.1</p> <p>1.2</p> <p>1.2.1</p> <p>1.2.2</p> <p>1.2.3</p> <p>1.2.4</p>	<p>DEFINITIONS:</p> <p>In this Agreement, unless the context otherwise requires:</p> <p>"NQF" means National Qualifications Framework;</p> <p>"Agreement" means this Licence Agreement;</p> <p>"IPR" means Intellectual Property Rights, which means all patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights, domain names and any other rights in any invention, discovery or process, in any part of the world;</p> <p>"IRR" means Institutional Review Report</p> <p>In this Agreement, except where the context otherwise requires:</p> <p>any reference to a clause is to the relevant clause of this Agreement and any reference to a sub clause or paragraph is to the relevant sub clause or paragraph of the clause in which it occurs;</p> <p>the clause headings are included for convenience only and shall not affect the interpretation of the Agreement;</p> <p>use of the singular includes the plural and vice versa;</p> <p>a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such statute or statutory provision;</p>

1.2.5	any phrase introduced by the terms “including”, “include”, “in particular” or any similar expressions shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
2	GRANT OF LICENCE:
2.1	Edexcel permits the Institution to operate and award non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications in accordance with the terms of this Agreement
3	COMMENCEMENT AND DURATION
3.1	The parties agree to enter into this Agreement, which shall be effective from the date of execution of this Agreement and remain effective until further notice, in accordance with the terms of this Agreement.
4	QUALITY ASSURANCE
4.1	The Institution will provide the non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications in accordance with the <i>QAA Framework for Higher Education Qualifications in England, Wales and Northern Ireland</i> , the <i>QAA Code of practice for the assurance of academic quality and standards in higher education</i> and Edexcel guidance.
4.2	The Institution will select, appoint and remunerate External Examiners for all non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications provided pursuant to this Agreement. The External Examiners will report to the Institution, using the usual procedures required by the Institution.
4.3	The Institution will be responsible to Edexcel for ensuring the quality and standard of the non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications provided pursuant to this Agreement and for the quality assurance and enhancement of these programmes.
4.4	In order to monitor and maintain the national consistency of BTEC qualifications offered pursuant to this Agreement, the Institution will be required by Edexcel to submit an annual IRR to Edexcel, covering its BTEC qualifications pursuant to this Agreement and significant changes to the BTEC qualifications, including those delivered in collaborative partner institutions. The IRR should be submitted, using a proforma supplied by Edexcel, by the end of March following the academic year to which the report refers.
4.5	Edexcel will work with the Institution to ensure that any issues of concern are satisfactorily resolved to the satisfaction of both parties within a reasonable time period. In the event of a failure to do so, Edexcel may terminate the Agreement in accordance with clause 10 below.
4.6	Edexcel will run an updating conference each year, to which it will invite External Examiners of Higher Nationals in licensed institutions, as well as appropriate staff from licensed institutions. Part of the conference will be used to exchange good practice and to sustain the consistency of the awards.
4.7	The Institution is encouraged to hold an annual review meeting to include consideration of non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications under licence, discussion of relevant Edexcel developments and of any other matters of report to Edexcel.

<p>5</p> <p>5.1</p> <p>5.2</p> <p>5.3</p> <p>5.4</p> <p>5.5</p> <p>5.6</p>	<p>PROGRAMME REVIEW AND DEVELOPMENT:</p> <p>The Institution will keep under review its existing programmes.</p> <p>Any new non-NQF BTEC Higher Nationals or other non-NQF BTEC qualifications that the Institution wishes to develop must comply with published Edexcel guidelines.</p> <p>Once a new non-NQF BTEC Higher National, or other non-NQF BTEC qualification, has been developed by an Institution, the Institution shall, if requested, provide Edexcel with a copy of the outline programme specification and validation details, in accordance with QAA guidelines.</p> <p>In the event of a major review of a non-NQF BTEC Higher National or other non-NQF BTEC qualification by the Institution, it will, if requested, provide Edexcel with a copy of the revised programme specification.</p> <p>Edexcel will provide advice and assistance to the Institution on new developments, revisions of existing programmes and how best to satisfy Edexcel requirements.</p> <p>Edexcel will work with the Institution to ensure that any major issues connected with a new programme, or the review of an existing programme, are satisfactorily resolved. In the event of a failure to reach a satisfactory solution within a reasonable time period, Edexcel may exclude that programme from the Agreement.</p>
<p>6</p> <p>6.1</p> <p>6.2</p>	<p>COLLABORATIVE ARRANGEMENTS and VALIDATION NOTIFICATION:</p> <p>The Institution may make arrangements for the delivery of non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications under licence to collaborative partner institutions in the UK and overseas, in accordance with QAA expectations on Collaborative Provision.</p> <p>The Institution will be responsible for the management of its collaborative provision in accordance with Edexcel guidance and according to the precepts set out in the <i>QAA Code of Practice for the assurance of academic quality and standards in higher education</i>.</p>
<p>7</p> <p>7.1</p> <p>7.2</p>	<p>CERTIFICATION:</p> <p>The Institution will produce and distribute certificates to successful students, in accordance with secure certification procedures that are capable of being audited by Edexcel. The Institution must also be able to produce a transcript /diploma supplement for each student after completion or the programme or withdrawal.</p> <p>The certificates will carry the Edexcel logo as well as that of the awarding Institution. Certificates for both non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications will be worded in accordance with the relevant Edexcel guidance. The Institution will design the certificate and will submit a copy to Edexcel for its records.</p>
<p>8</p> <p>8.1</p> <p>8.2</p>	<p>STUDENT REGISTRATIONS and FEES:</p> <p>The Institution shall pay to Edexcel a fee for each student registered on any non-NQF BTEC Higher National or other non-NQF BTEC programme pursuant to this Agreement. The fees are published on Edexcel's website and reviewed annually. The Institution shall pay the fees at the applicable rate, less any discounts as set out in clause 8.4 below.</p> <p>Registrations of students on non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications must be made by December 15th each year. This will include the qualification title for each programme offered under the Licence Agreement and details of students enrolled on each programme. The Institution will also identify those students who are studying under a collaborative arrangement, together with</p>

	the name of the partner centre.
8.3	The Institution shall confirm the numbers of students registered with it to Edexcel by December 15 th each year. Edexcel will invoice the Institution for the registration fees thereafter.
8.4	The fees for non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications will be payable within one month of the date of the invoice.
8.5	The fees payable by the Institution for all non-NQF BTEC Higher National or other non-NQF BTEC programmes delivered under the Agreement will be subject to the following levels of discount: 1-500 registrations at 40% discount; 501-1000 registrations at 45% discount (with the registrations up to 500 receiving a 40% discount) and 1001+ registrations at 50% discount (with registrations up to 500 receiving a 40% discount and registrations from 501-100 receiving a 45% discount).
8.6	In the event of the Institution reaching a special agreement with Edexcel to offer NQF Higher Nationals, registrations must be made according to the standard Higher National registration protocols which operate for non-licence centres.
9	INTELLECTUAL PROPERTY RIGHTS
9.1	Edexcel licenses the Institution to use the BTEC, Higher National Certificate and Higher National Diploma trade marks in the UK on a non-exclusive, non-transferable, royalty free basis in accordance with the terms of this Agreement and Edexcel's trade mark usage policies.
9.2	Edexcel owns the IPR in the Non-NQF BTEC Higher Nationals that it developed prior to the commencement of the Agreement and shall remain the owner of that IPR. Edexcel licenses to the Institution on a non-exclusive, non-transferable royalty free basis such rights as are necessary to enable the Institution to operate and award Non-NQF BTEC Higher Nationals pursuant to this Agreement.
9.3	Edexcel authorises the Institution to sub-licence the rights referred to in clauses 9.1 and 9.2 to collaborative partners referred to in clause 6.1 above.
10	EDEXCEL OBLIGATIONS:
10.1	Edexcel will maintain its commitment and support to BTEC Higher Nationals and other BTEC qualifications.
10.2	Edexcel will provide the Institution with a principal point of contact and access to specialist HE advice and support, both in the region and centrally.
11	TERMINATION:
11.1	Each party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by notice to the other, if the other:
11.1.1	is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy or that the other party has failed to remedy that breach within 30 days of receiving written notice requiring it to do so; or
11.1.2	is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), or had an administrator or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with the creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

<p>11.2</p> <p>11.2.1</p> <p>11.2.2</p> <p>11.2.3</p> <p>11.2.4</p> <p>11.3</p> <p>11.3.1</p> <p>11.3.2</p> <p>11.3.3</p>	<p>Edexcel shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by notice to the Institution if the Institution:</p> <p>undergoes a change of control; or</p> <p>sells all of its assets or is merged or reorganised in circumstances where it is not the surviving entity; or</p> <p>ceases to possess Taught Degree Awarding Powers; or</p> <p>fails to maintain appropriate quality assurance standards and fails to rectify any issues of concern legitimately raised by Edexcel as referred to in clause 4.5 above.</p> <p>On termination of this Agreement for any reason:</p> <p>The Institution shall immediately pay to Edexcel all of Edexcel's outstanding unpaid invoices and interest and, in respect of registrations for which no invoice has been submitted, Edexcel may submit an invoice which shall be payable immediately on receipt;</p> <p>The parties shall cooperate to take such reasonable steps as may be available to ensure that the relevant programmes are carried on with a minimum of interruptions and inconvenience to students then registered as taking that programme;</p> <p>The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.</p>
<p>12</p> <p>12.1</p> <p>12.1.1</p> <p>12.1.2</p> <p>12.2</p> <p>12.2.1</p> <p>12.2.2</p> <p>12.2.3</p> <p>12.2.4</p>	<p>12 CONFIDENTIALITY:</p> <p>Each party agrees:</p> <p>to maintain as confidential and not to use or disclose to any third party any Confidential Information derived from the other party without the consent of the disclosing party except where such use or disclosure is that which is reasonably necessary for the proper performance of this Agreement and the Confidential Information is disclosed subject to an obligation of confidentiality on the part of the third party;</p> <p>to make all relevant officers, employees, agents and sub contractors aware of the confidentiality of the Confidential Information and the provisions of this clause 12, including taking such steps as will from time to time be reasonably necessary to ensure compliance by its officers, employees, agents and sub-contractors with the provisions of this clause 12.</p> <p>The obligations in this clause 12 will continue in full force and effect during the terms of and for five (5) years following the termination or expiration of this Agreement, provided, however, the following will not be subject of such restrictions:</p> <p>any information which was lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;</p> <p>any information which is lawfully become part of the public domain;</p> <p>any information which is otherwise lawfully available to one party from a source independent of the other party; or</p> <p>any information the disclosure of which is required by applicable law, regulation, judicial order or other governmental authority.</p>

<p>13</p>	<p>ARBITRATION:</p> <p>13.1 Any dispute, difference or disagreement arising out of or in connection with this Agreement may (subject to clause 13.2) be referred by either party to a single arbitrator appointed by agreement between the parties or, in default of agreement between the parties within 30 days of a request in writing for a reference to arbitration, to an arbitrator appointed by the President of the Chartered Institute of Arbitrators.</p> <p>13.2 Prior to any dispute, difference or disagreements being referred to arbitration pursuant to clause 13.1, the parties shall seek to resolve the matter as follows:</p> <p>13.2.1 In the first instance, the matter will be considered by the respective director/manager of each party, but if they are not able to resolve the matter within 30 days, then (and it is expected that this will only be the case in extreme circumstances):</p> <p>13.2.2 be referred for consideration to the Chief Executive or equivalent of each party, but if they are unable to resolve the matter in a further 30 days, the provisions of clause 13.1 will take effect.</p>
<p>14</p>	<p>LIABILITIES:</p> <p>14.1 Neither party shall have the authority to incur any financial or other obligation on the part of the other party without the prior consent in writing of the other party.</p> <p>14.2 Institutions operating under the Licence Agreement shall be mindful of the expectations and requirements of all relevant legislation as they may impinge upon the operation of the licence.</p> <p>14.3 Nothing in this Agreement shall exclude or limit Edexcel`s liability for: (i) fraud or other criminal acts; (ii) personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement; (iii) any other liability that cannot be excluded by applicable law.</p> <p>14.4 Subject to clause 14.3, Edexcel shall have no liability for any loss or damage which may be suffered by the Institution (or any person claiming under or through the Institution) which results from: (i) loss of profits; (ii) loss of anticipated savings; (iii) loss of business opportunity or goodwill; (iv) loss of data; or (v) or loss of use or any other indirect or consequential loss or damage even if Edexcel was advised of the possibility of such losses.</p> <p>14.5 Except as provided in clauses 14.1 and 14.2, the total liability of Edexcel under this Agreement, whether in contract, tort or otherwise, shall in no circumstances exceed an aggregate amount of the registration fees earned per annum.</p> <p>14.6 Subject to clause 14.1, the Institution acknowledges that no presentations were made prior to entering into this Agreement. The Institution agrees that, in entering into this Agreement, it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement. The Institution shall have no remedy in respect of any representation (whether written or oral) made to it on which it relied in entering into this Agreement and Edexcel shall have no liability otherwise than pursuant to the express terms of this Agreement.</p> <p>14.7 The Institution agrees to indemnify Edexcel and keep Edexcel indemnified against all loss, damage, costs, legal costs and professional and other expenses of any nature incurred under any claim, whether in contract, tort, including negligence, or any other form of action resulting from any claims brought against Edexcel by a student of the Institution in relation to the programmes.</p>

14.8	The provisions of this clause 14 shall continue after expiry or termination of the Agreement howsoever occasioned.
15	<p>GENERAL:</p> <p>15.1 No delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.</p> <p>15.2 Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.</p> <p>15.3 If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.</p> <p>15.4 The Institution may not, without the prior written consent of Edexcel, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.</p> <p>15.5 No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.</p> <p>15.6 Any notice required to be given pursuant to this Agreement shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this Agreement. Notices may be sent by first class mail or fax, provided that the faxes are confirmed within 24 business hours by first class mailed confirmation of a copy.</p> <p>15.7 This Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.</p>
16	<p>RELATIONSHIP:</p> <p>16.1 Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of principal and agent between the parties.</p>
17	<p>GOVERNING LAW:</p> <p>17.1 This Agreement shall be governed by, construed in accordance with, and each party hereby submits to the exclusive jurisdiction of the English courts.</p>
<p>Signed by:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> <p>Duly authorised for and on behalf of Edexcel</p>	<p>Signed by:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> <p>Duly authorised for and on behalf of Edexcel</p>

Definitions

BRACS means BTEC Registration and Certification Service

CDM means Curriculum Development Manager

DEL(NI) means Department of Employment and Learning, Northern Ireland

EOL means Edexcel Online

FE means Further Education

FEC means Further Education College

FHEQ means Framework for Higher Education Qualifications

HE means Higher Education

HEFCE means Higher Education Funding Council for England

HEFCW means Higher Education Funding Council for Wales

HEI means Higher Education Institution

Institution means an educational establishment with Taught Degree Awarding Powers established with the primary aim of providing Higher Education

IRR means Institutional Review Report

NQF means National Qualifications Framework

QAA means Quality Assurance Agency for Higher Education

UCE means University Chief Examiner

Part B

Guidance and information on the Licence Agreement

1 Background to the Licence Agreement

The Edexcel Licence Agreement was introduced in 1992. It allows HE institutions to validate their own customised versions of non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications as institutional awards. By entering into the Licence Agreement, HEIs have also been given the freedom to create new qualifications under institutions' validating arrangements, provided that they remain within the curriculum framework for Higher Nationals. This has enabled HEI-validated Higher National qualifications to be considered prescribed courses for HEFCE/HEFCW/DEL(NI) funding purposes.

This version of the Licence Agreement is valid from the start of the 2007/8 academic year, with the next major update planned for the academic year 2013/14.

The Licence Agreement was updated in consultation with Edexcel's HE customers. Its objective is to facilitate a collaborative working arrangement with Edexcel, which recognises an HE Institution's status and autonomy in developing and delivering BTEC qualifications, particularly those at FHEQ Intermediate level.

Responsibility for management of the quality and standards of non-NQF BTEC Higher Nationals and other non-NQF BTEC qualifications rests with licensed Institutions, following Edexcel guidance and the precepts set out in the *QAA Code of Practice for the assurance of academic quality and standards in higher education*. As such, any non-NQF BTEC qualifications that institutions already deliver, or those that they develop under the licence, automatically become 'institutional awards'.

Edexcel's role is to:

- support BTEC programme design and development in licensed institutions;
- maintain the design principles and integrity of the BTEC qualifications validated by the licensed Institution;
- monitor quality and standards and to report annually (by former reports) on BTEC programmes run under licence in all licensed Institutions; and
- promote BTEC qualifications nationally and internationally.

2 Summary of key provisions of Licence Agreement

The Licence Agreement is included at Part A. It contains the following provisions:

- the agreement is of unlimited duration and will continue in force until terminated.
- It allows Institutions with taught degree awarding powers to provide non-NQF Higher Nationals as institutional awards
- It relies on the operation of Institutions' quality assurance processes in accordance with the *QAA Code of Practice*
- It provides for discounted fee rates to be offered, dependent on volumes of registrations achieved
- It allows for Institutions to issue certificates to students directly.

3 Becoming a licensed institution

Higher Education Institutions with degree awarding powers in England, Wales and Northern Ireland are automatically eligible to enter into the Licence Agreement. Any Institutions wishing to do so can apply by contacting the Edexcel HE Manager. The Edexcel evidence log/checklist (which is posted on the Higher Education pages of the Edexcel website) should be completed. The Licence Agreement is to be signed by the Vice Chancellor/Head of the HE Institution concerned and countersigned by the Edexcel Managing Director.

Should you require a current list of licensed HEIs, please contact the Edexcel HE Manager.

4 Guidance on developing centre-devised non-NQF BTEC qualifications under licence

The Licence Agreement authorises licensed Institutions to develop qualifications that are tailored to meet local needs. Referred to as non-NQF, they differ in specification (and usually also in title) from BTEC standard qualifications accredited by QCA onto the National Qualifications Framework (NQF).

Non-NQF qualifications adhere to the *BTEC Customised Qualifications Framework* guidelines and licensed centres usually offer the following:

- non-NQF BTEC Higher Nationals (the main qualification used by Institutions)
- non-NQF BTEC Specialised and Short Courses (often used for professional development purposes)

In addition, some licensed Institutions offer non-NQF versions of BTEC First and National qualifications.

5 BTEC Higher National Certificates and Diplomas

5.1 Non-NQF BTEC Higher National Certificates and Diplomas

Pursuant to the Licence Agreement, licensed Institutions are able to develop, and validate their own non-NQF Higher Nationals using their own titles and units. It will be the responsibility of the Institution to set up its own validation panels in order to do this. The Edexcel Curriculum Development Manager (CDM) can assist in the process of developing qualifications following Edexcel's requirements and guidance by reviewing draft documentation and attending the validation event itself. It may also be appropriate to involve Qualification Leaders from the Edexcel Qualifications and Accreditation Department and/or the Edexcel HE Manager.

5.2 Essential features of BTEC Higher National Certificates and Diplomas

(Please note that this section is subject to review and revision when the Higher National revision process is completed).

Since September 2004, all new non-NQF BTEC qualifications have been required to adhere to the *BTEC Customised Qualifications Framework* guidelines. The guidelines set out the features of BTEC Higher Nationals that differentiate them from other qualifications at the same NQF level and provide for a degree of consistency between NQF and non-NQF qualifications.

BTEC Higher National Certificates and Diplomas should adhere to the following design principles:

- The sizes of the qualifications are expressed in terms of credits

BTEC Higher National Certificate 150 credits

BTEC Higher National Diploma 240 credits

Modules on Higher National programmes should all have a specified credit value and level and should be consistent with the FHEQ.

There may be some flexibility over the number of units/modules to allow Institutions to conform to their own modular structures.

Please refer to the SEEC/NICATS/NUCCAT document: *Credit Guidelines for HE qualifications in England, Wales and Northern Ireland*, which sets out appropriate combinations of credits at different levels within the 150/240 total credit values.

<http://www.seec-office.org.uk/viewpublications.htm>

- The qualifications should consist of units of learning and assessment which should be defined in the Programme Specification document. (Programme specifications are an expectation of the *QAA Code of Practice for the assurance of academic quality and standards in higher education*).
- In addition, Edexcel expects:
 - Specified learning outcomes
 - Assessment criteria which set out the requirements for a Pass performance in the unit
 - Unit grading at Pass, Merit and Distinction. (There is currently no overall grade for the qualification).
- There should be a clear rationale for the development of the qualification.
- The level for the HND should be at Intermediate (I) level in the Framework for Higher Education Qualifications (FHEQ), which is compatible with Level 5 in the revised National Qualifications Framework. See SEEC/NICATS/NUCCAT guidance for an indication of an appropriate proportion of units at a lower credit value within the overall award. The HNC is not currently formally located on the FHEQ. Please access the NQF HND/C specifications on the Edexcel website for additional background on these qualifications.
- HND/C programmes should be work related and vocationally relevant, with appropriate employer links.

Please also refer to the *BTEC Customised Qualifications Framework* guidance on the Edexcel website.

5.3 BTEC Common Skills

BTEC Common Skills are no longer part of BTEC Higher Nationals. Please refer to the NQF Higher National specifications, downloadable from the Edexcel website. BTEC NQF Higher Nationals are mapped to Higher Level skills.

This has two implications for customised Higher Nationals under the Licence Agreement. First, Institutions may not cease to teach and assess Common Skills within existing institutional awards until and unless a re-validation/review is undertaken. Secondly, Common Skills should not be included in any new customised BTEC Higher National which Institutions may develop.

6 Use of Edexcel NQF qualifications

Institutions may also deliver qualifications that are accredited by QCA and form part of the National Qualifications Framework (NQF). However, these qualifications are **not** covered by the quality assurance arrangements set out in the Licence Agreement, except in the special case of NQF Higher Nationals as outlined below. Separate and specific approval and quality arrangements exist for each type of qualification. Please visit the Edexcel website for specific details.

Public funding for NQF qualifications is not automatic through HEFCE or HEFCW and must be arranged or secured by the Institution (ie through local LSC or DELLS offices) or by means of private sponsorship.

Institutions must gain Edexcel approval to run these programmes by demonstrating appropriate and adequate physical and human resources to run the programme. Please contact Edexcel Approvals for details.

6.1 BTEC Entry Qualifications, Introductory Qualifications (Level 1), BTEC Firsts (Level 2) and BTEC Nationals (Level 3)

An extensive range of 'off the shelf' qualifications exists at levels 1, 2 and 3. Titles and full specifications are available on the Edexcel website, together with full details of specifications, assessment, and quality arrangements. Level 1, 2 and 3 qualifications are available at Award, Certificate and Diploma levels. Level 3 qualifications provide progression to sub degree and degree programmes.

6.2 BTEC Diploma in Foundation Studies (Art and Design)

This is an NQF Level 3 qualification providing a generic introduction to further study (degree or sub degree) in the sector; it is offered by several HEIs. There is a specific handbook for centres operating this qualification, which is available on the Edexcel website. The Diploma provides a progression route to sub degree, degree and specialist programmes.

6.3 Edexcel Key Skills

Institutions under licence may wish to provide separate BTEC accreditation for Key Skills, as these can form a useful part of any vocational programme. These are available from levels 1 to 4, and cover Application of number, Communication, Information Technology, Improving own learning, Problem solving and Working with others. In order to pass, students must submit a portfolio of evidence and pass an external assessment. See the Edexcel website for full details of specifications, assessment, and quality arrangements.

6.4 Edexcel NVQs

NVQs assess the skills that candidates demonstrate in work and are available at five levels, from level 1 for routine tasks to level 5 for tasks involving complexity and substantial responsibility. Edexcel NVQs cover more than 300 occupations. These qualifications can be taken alongside other vocational qualifications (eg. HND or ND) and can be complementary to these. Candidates need to demonstrate occupational competence at the prescribed level. See the Edexcel website for full details of specifications, assessment, and quality arrangements.

6.5 BTEC NQF Specialised and Short Courses

There are a number of NQF accredited BTEC Specialised and Short Courses available, at Levels 1-7, for centres to use 'off the shelf'. See the Edexcel website for details, specifications etc.

6.6 Special arrangements for NQF Higher Nationals as part of licensed provision

If Institutions wish to offer NQF Higher Nationals as part of their licensed provision, Edexcel can agree to this, provided that the Institution registers NQF Higher National students directly with Edexcel and also accepts that Edexcel will need to certificate these programmes. The Institution's quality assurance arrangements will apply, although it will be necessary for copies of External Examiner reports to be submitted directly to Edexcel.

Any Institutions wishing to offer NQF Higher Nationals should contact the Edexcel HE Manager to discuss the proposal.

7 Quality Assurance

7.1 Quality assurance arrangements for non-NQF qualifications

Under the terms of the Licence Agreement, all non-NQF qualifications become 'institutional awards' of the validating institution. The Institution, therefore, is responsible for the academic standards of the non-NQF BTEC qualifications as set out in Edexcel guidance and in the *QAA Framework for Higher Education Qualifications in England, Wales and Northern Ireland*.

The Institution is responsible for the selection, training, appointment, monitoring and remuneration of External Examiners for non-NQF qualifications offered under licence. External Examiners for these programmes report directly to the Institution. Following the introduction of the Institutional Review Report (IRR) submission arrangements for the quality assurance by Edexcel of licensed programmes, (from 2005/6 onwards), it is not necessary for Institutions to send copies of External Examiner reports to Edexcel.

As part of Edexcel's commitment to provide professional updating for External Examiners appointed by licensed institutions, Edexcel offers a national conference during March of each academic year.

Whilst Edexcel provides guidance and policy on various matters relating to the programme design development, quality assurance and academic standards, these should be subsumed within Institutions' own institutional policy and procedures.

Edexcel recommends that Institutions host an annual review meeting to discuss quality assurance issues, External Examiners' reports, trends, developments and updates with staff internally, collaborative partners and Edexcel's HE Manager. The Edexcel Curriculum Development Manager (formerly Regional Development Manager) should also be invited to attend such meetings.

7.2 Quality assurance arrangements for NQF qualifications

Qualifications that are accredited onto the NQF, such as BTEC Nationals, BTEC Diploma in Foundation Studies (Art and Design), NQF Higher Nationals and NVQs, are subject to QCA protocols for independent assessment and fall outside the arrangements of the Licence Agreement. Full details of quality assurance arrangements and External Verifier/Examiner protocols for all NQF qualifications (Levels 1-7) can be found in guidance issued annually by Edexcel and posted on the Edexcel website.

7.3 External Examiners for institutional awards under the licence

It is recommended that Institutions should ensure that their External Examiners have subject experience at the appropriate level, specific involvement with Higher National programmes, awareness of HE issues, awareness of Edexcel/BTEC qualifications and appropriate interpersonal and reporting skills.

There is no requirement for Institutions to provide the names and details of newly appointed External Examiners to Edexcel. Appointment of External Examiners is the responsibility of the Institution but Edexcel may be able to recommend suitable individuals in particular cases if required.

7.4 Institutional Review Reports

Each Institution is required to complete an annual Institutional Review Report (IRR), covering its provision under the licence, including that offered in collaborative partner centres. The IRR should be submitted to the Edexcel University Chief Examiner (UCE) by electronic mail by the end of March following the academic year to which it refers. A proforma for the IRR is provided by Edexcel and should be used by all institutions, unless a special arrangement has been agreed with the HE Manager/University Chief Examiner. The proforma is posted on the Edexcel website.

7.5 Role of the University Chief Examiner

The University Chief Examiner (UCE) is appointed by Edexcel to receive, review and respond to all Institutional Review Reports from Institutions and to prepare annual reports on licensed provision. The UCE will prepare one report on provision across England, Wales and Northern Ireland and a second report solely on provision in Wales. Both reports will be posted on the Edexcel website.

The UCE will visit a small number of Institutions each year and will attend meetings as appropriate with Edexcel's HE Strategy Group and with QAA.

8 Validation/approval, registration and certification

8.1 Notification of new non-NQF BTEC programme validation and of existing programme revalidation

New programme notification of approval is received by the Edexcel Approvals team, which is part of the BTEC Registration and Certification Service (BRACS) and located centrally at One90 High Holborn, London WC1.

The Licence Agreement allows Institutions to validate as institutional awards all programmes that are non-NQF, both Higher Nationals and Specialist/Short Courses.

Once the validation event has taken place, the Institution should use Edexcel Online (EOL) to log the details; Institutions will be issued automatically with a programme number for the qualification that

have been validated or revalidated. Edexcel does not require copies of validation documents, although it reserves the right to request these if required for audit purposes.

Please note that the old forms LA2 and LA5 are no longer in use; please use EOL for all new programme notification. Institutions will also be able to advise Edexcel about arrangements to franchise programmes to collaborative partner centres on EOL. Separate detailed guidance about EOL protocols is issued to all licensed institutions.

8.2 Approval of NQF qualifications in a licensed centre

Qualifications which are accredited on the National Qualifications Framework (NQF), such as NVQs, BTEC National Diplomas, BTEC Foundation Diploma in Art and Design, etc., **do not fall within the terms of the licence**. See the Edexcel website for details of which approval forms to use. (However, note Section 5.6 above an Institution wishes to offer NQF Higher Nationals as part of its licensed provision).

8.3 Student registration procedure for NQF qualifications

Each Institution offering NQF qualifications will receive a copy of the *Edexcel Information Manual*, containing all relevant information for NQF registration and certification, using Edexcel Online (EOL) protocols.

8.4 Student registration procedure for institutional awards under the licence

All registrations for non-NQF qualifications offered under licence should be completed using the licensed institutions page on EOL.

For students whose programmes start at the beginning of the academic year, entry of registration data should be made by the Institution by December 15th. Any subsequent amendment to the data submitted should be entered via EOL. Where students who are registered in December withdraw from the programme at the end of the first term or semester, they may be on EOL and their fees refunded. (Any requests to delete registrations must be received no later than January 31st of the academic year of registration; requests received after this date will not be accepted).

For students whose programmes start at different times, a similar timetable needs to be agreed with BRACS at Edexcel.

When ?

What ?

Who ?

Summer onwards	<i>Licensed Institutions notify Edexcel on EOL of newly validated/revalidated programmes and receive new programme numbers, also on EOL</i>	HEI staff
From October	<i>Enrolment and registrations of new students at licensed Institutions</i>	HEI staff
October onwards	<i>Institutions to start the annual validation process for new and amended programmes and inform Edexcel of proposed changes</i>	HEI staff
** December 15 th	<i>Deadline for entry of registrations on EOL for students starting programmes in Sept/Oct</i> <i>** Note: additional registrations should be entered on EOL within one month of initial enrolment of the student to the institution</i>	HEI staff
January onwards	<i>Registrations logged on system. Registration details to Finance Dept for invoicing</i>	BRACS
	<i>Registrations appear on Edexcel Online for Institutions to access/ view: www.edexcelonline.org.uk</i>	BRACS
June-September	<i>Notify Edexcel of achievement of students, using EOL</i>	HEI staff

8.5 Certification

8.5.1 Non-NQF qualifications offered under licence

Institutions offering non-NQF qualifications under licence produce their own certificates and transcripts/diploma supplements for students. The Institution will design the certificate. Edexcel requires that a specimen copy is lodged with the Edexcel HE Manager prior to printing.

The Institution will produce and distribute certificates to successful students, in accordance with secure certification procedures that are capable of being reviewed by Edexcel. The Institution should also be able to produce a transcript/diploma supplement for each student on request. Edexcel will only exercise the right to review the Institution's certification process if there is evidence of irregularities.

8.5.2 Certification for Higher Nationals and other non-NQF qualifications under licence

This is a two page document, comprising:

- Page 1: The Certificate
- Page 2: The Transcript/Diploma Supplement

Each page should be A4, and should include the following information:

- (a) Logos: Edexcel and the Institution
- (b) Information about the qualification:

- The full qualification title ie BTEC Higher National Certificate/Diploma in (subject), as per the validation documentation
- It should also include the term 'awarded under licence from Edexcel'.

(c) Candidate name in full

(d) The certificate may also include the signature of the (eg) Vice Chancellor or another senior member of the Institution's staff

(e) The date of the award

The accompanying transcript/diploma supplement(protocols to be determined by the Institution) details the unit achievement and should include:

(a) Logos: Edexcel and the Institution (identical to page 1, but only if the Institution wishes to include these on the transcript)

(b) Student details

(c) Information on unit/module achievement:

- each unit/module title, in full as per the validation document
- the unit/module value in credits
- the grade achieved for each unit/module.

For details on the use of the new Edexcel logo, how to promote your BTEC qualifications or to receive a copy of the logo itself with guidelines for use, please see section 10 below.

8.5.2 Correct nomenclature of BTEC qualifications

The correct form of titling must be adhered to. The correct title stems must be used, as below.

For the longer BTEC courses, these are:

BTEC Higher National Certificate in (subject)
 BTEC Higher National Diploma in (subject)
 BTEC National Award in (subject)
 BTEC National Certificate in (subject)
 BTEC National Diploma in (subject)
 BTEC First Certificate in (subject)
 BTEC First Diploma in (subject)
 BTEC Introductory Certificate in (subject)
 BTEC Introductory Diploma in (subject)

For BTEC Short Courses, these are:

Level 8 BTEC Advanced Professional Award in (subject)
 Level 8 BTEC Advanced Professional Certificate in (subject)
 Level 8 BTEC Advanced Professional Diploma in (subject)
 Level 7 BTEC Advanced Professional Award in (subject)
 Level 7 BTEC Advanced Professional Certificate in (subject)
 Level 7 BTEC Advanced Professional Diploma in (subject)
 Level 6 BTEC Professional Award in (subject)
 Level 6 BTEC Professional Certificate in (subject)
 Level 6 BTEC Professional Diploma in (subject)
 Level 5 BTEC Professional Award in (subject)
 Level 5 BTEC Professional Certificate in (subject)
 Level 5 BTEC Professional Diploma in (subject)
 Level 4 BTEC Professional Award in (subject)
 Level 4 BTEC Professional Certificate in (subject)
 Level 4 BTEC Professional Diploma in (subject)
 BTEC Advanced Award in (subject)
 BTEC Advanced Certificate in (subject)

BTEC Advanced Diploma in (subject)
BTEC Intermediate Award in (subject)
BTEC Intermediate Certificate in (subject)
BTEC Intermediate Diploma in (subject)
BTEC Foundation Award in (subject)
BTEC Foundation Certificate in (subject)
BTEC Foundation Diploma in (subject)
BTEC Entry Award in (subject)
BTEC Entry Certificate in (subject)
BTEC Entry Diploma in (subject)

Please note that it is not permitted to append, for example, the words 'Edexcel Level 2', as this applies to QCA-accredited qualification on the National Qualifications Framework. In addition, it is not permitted to utilise a company name in the award title.

8.5.3 NQF qualifications

Certificates are issued by Edexcel upon receipt of completed Student Report data which is entered upon EOL. See the current year's *Information Manual* for further details.

8.5.4 Notification of achievement

We request that Institutions notify Edexcel, within 3 months of completion, of the number of students awarded BTEC non-NQF qualifications and unit certificates on programmes operating under the Licence Agreement. Notification should be made using EOL; it will be necessary simply to confirm completion against each student name held on EOL against the programme number.

9 Contacts and regional support

An important point of contact is the Edexcel Curriculum Development Manager (CDM). Please contact the local regional office for details of your CDM. The CDM will be happy to advise and support you with programme development, as well as to answer queries on any issue relating to the Institution's business with Edexcel. A list of Edexcel regional offices is available on the Edexcel website

For matters relating to the operation of the Licence Agreement as a whole and, specifically, quality assurance, please contact the Edexcel HE Manager.

10 Funding, fee discounts and invoicing

10.1 Funding of BTEC Higher Nationals

10.1.1 Licensed Higher Nationals (offered by Institutions and by their partner colleges under collaborative arrangements)

The three HE funding bodies; HEFCE, HECW and DELNI; have confirmed that HEIs operating under the Edexcel Licence Agreement will continue to be funded for the foreseeable future. These funding bodies do not directly fund the Licence Agreement nor licensed Higher Nationals but they permit HE Institutions to direct appropriate block allocated funding to their Higher National institutional awards.

10.1.2 Direct funded Higher Nationals (offered by FE colleges)

For FE centres in England, HEFCE has confirmed that it will continue to fund any HND/Cs that have been accredited on the NQF by the QCA. Any non-NQF (legacy) Higher Nationals have ceased to be funded for new cohorts after September 2005.

Some FECs in England may wish to discuss future arrangements for certain specialised non-NQF Higher Nationals with Licensed HEIs.

For FE centres in Wales, HEFCW has confirmed that the existing funding arrangements for both NQF and non-NQF Higher Nationals will continue for the foreseeable future. Most FECs in Wales (with only two exceptions) receive their funding via a Higher Education Institution.

For FE centres in Northern Ireland, DEL(NI) has stated that they will continue funding Higher Nationals until 2010.

10.2 Funding for other non NQF BTEC qualifications pursuant to the Licence Agreement

All other non NQF BTEC qualifications developed using the BTEC Customised Framework are regarded as 'full cost' and do not automatically attract public funding. However, many qualifications developed using this framework are funded by employers or via other development funding sources.

10.3 Funding for NQF BTEC qualifications other than Higher Nationals

All NQF BTEC qualifications including BTEC Specialised and Short Courses) should normally attract automatic public funding, usually via LSC or DELL; please ask your CDM for details.

10.4 Fees

Registration fee charges will be based on a fee per candidate registered on any non-NQF BTEC Higher National and other non-NQF BTEC programme offered by the centre. Edexcel publishes on its website its fees each year for the following academic year.

The fees payable for all non-NQF BTEC Higher National or other non-NQF BTEC programmes delivered under the Licence Agreement will be dependent on registrations for each qualification type (ie HND, HNC, etc).

10.5 Fee discounts

Edexcel has introduced a sliding scale discount that will give greater fee discounts for total Higher National Certificate/Diploma registrations, as follows:

- 1-500 registrations - 40% discount
- 501-1000 registrations - 45% discount (40% applies to the first 500 registered students; each registration in excess of 500 attracts a 45% discount)
- 1001+ registrations - 50% discount (40% applies to the first 500 registered students; 45% to the next 500; 50% to each registration in excess of 1000)

Examples: University A has a total of 1600 HN registrations = 550 HND (500 @ 40% and 50 @ 45%; 1050 HNC (1000 @45% and 50 @50%)

University B has a total of 900 HN registrations = 300 HND (@ 40%) and 600 HNC (500 @ 40%; 100 @ 45%)

Edexcel requires all registration information for Institutions` September recruits onto non-NQF BTEC Higher Nationals to be submitted by **15th December** each year, so that invoicing and subsequent payment can be completed by the following March. Programmes which start mid year, or additional students enrolled onto a programme that push the registrations into the next category of discount, will have this credited by finance when the registrations are received. Initial registrations received later than 15th December may lose the discount for registrations unless there are mitigating circumstances.

10.6 How to make payment

HSBC Bank plc City of London Corporate Office Level 27 8 Canada Square London E14 5HQ	Sort code: 40-02-50 Account number: 51214012 Account name: Edexcel Ltd.
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11 Brand Guidelines

It is vital that the Edexcel brand and identity is correctly and consistently applied, not only by the organisation itself, but also by the many valued partners that help deliver the products and services in the UK and around the world.

The guidelines set out below must be followed when using the Edexcel logo or referring to Edexcel or any Edexcel qualification.

11.1 Logo

- The Edexcel logo comprises of three parts: Edexcel name, grid symbol and strapline, as per the image below:



- The Edexcel logo should be positioned in the top right of any document, ensuring that a protective 'exclusion zone' is provided around the logo, as per the image below. Note that the 'exclusion zone' itself is invisible, and the elements that help to create it should not be seen.



- For all A4 certificates, the logo should be 49mm from left to right. The Edexcel logo should be no larger than the logo of the HEI.
- The Edexcel logo must never be distorted, stretched or manipulated in any way.

11.2 How do I obtain the Edexcel logo?

- The Edexcel logo is available in different colour ways so that it shows up on different backgrounds (light, mid tone or dark).
- The Edexcel logo is available in different formats: full colour, single colour, black and white and solid black. The full colour logo is the preferred version.
- To use the Edexcel logo, please contact Customer Services on 0870 240 9800, stating which version you require. You can also visit the Brand area of the Edexcel website.

11.3 Legal statement

The following Edexcel official legal statement must be included when using the Edexcel logo or referring to Edexcel or any Edexcel qualifications:

Edexcel, the Edexcel logo, BTEC, BTEC HNC and BTEC HND are registered trade marks of Edexcel Limited in the United Kingdom and other countries.

The legal statement should appear in small print on the base of the certificate.