



AVA licensing agreement

Standard conditions for the licensing of Access Validating Agencies

April 2019

QAA Recognition Scheme for Access to Higher Education

Introduction

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

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

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

3 An AVA licence, once awarded, remains valid until it is withdrawn by QAA or the AVA relinquishes it.

4 QAA reserves the right, at its sole discretion to place specific restrictions on the operation of the licence or withdraw the licence in accordance with its procedures. Should QAA exercise this right, the AVA will be notified of the reasons and given an appropriate period of notice before the decision is enacted; fees¹ will be payable for any activity falling outside the AVA annual monitoring process. <https://qaa.moodle.school>

¹ <https://qaa.moodle.school>

Standard conditions of AVA licence

5 The following conditions ('Conditions') are attached to the award of an AVA licence and must be complied with by all AVAs in addition to the [AVA licensing criteria](#).² For the purposes of these Conditions, the term 'Provider' refers to an authorised provider of Access to HE courses.

6 QAA may undertake an investigation into the AVA or any of its Providers if so required, at any time on reasonable notice, for any legitimate reason. Such reasons include but are not limited to circumstances where there is evidence that any of these Conditions or any of the terms, criteria or documents referred to within these Conditions, are not being complied with. Such investigations can take place at the premises of AVA or authorised Providers of Access to HE courses and can lead to procedures being instigated for the withdrawal of the licence.

7 [Charges](#) will be imposed for any investigation or activity undertaken outside the [AVA annual monitoring process](#).

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

9 The AVA agrees that it will:

- 9.1 act in accordance with the regulations set out in the QAA Recognition Scheme for Access to Higher Education (including the [AVA licensing criteria](#)²) and such other requirements for AVAs that may be issued by QAA from time to time
- 9.2 exercise its AVA responsibilities through its own organisation as required by the licensing criteria, and not devolve to any other body any part of those responsibilities, subsequent to QAA's approval of the organisation's arrangements for operation of the licence
- 9.3 follow, and be able to demonstrate that it has followed, the procedures that it has set out in formal submissions to QAA to demonstrate how it meets the licensing criteria, which have been approved by QAA through the processes of AVA licensing or monitoring
- 9.4 make resources available to implement fully the approved procedures that are set out in its formal documentation or submissions to QAA, and requirements that may be made by QAA for the continuation of the licence
- 9.5 make a specified annual contribution to the costs of maintaining and developing the QAA Recognition Scheme for Access to Higher Education
- 9.6 inform QAA of any proposed changes in ownership of the AVA
- 9.7 take legal advice and consult with QAA before adopting a new legal identity, in order to confirm:
 - (a) the appropriateness of the new identity for meeting its public obligations and
 - (b) that the new identity (or other, additional arrangements) ensures that the AVA's

² www.qaa.ac.uk/en/access-to-he/access-to-he-resources

liability exists separately from that of member or partner organisations and their individual representatives

- 9.8 cooperate with, and participate in, QAA's procedures for the licensing and monitoring of AVAs, including the submission of reports and data, according to requirements specified by QAA; and comply with requirements made by QAA for the continuation of its licence
- 9.9 take no action and make no omission that brings into disrepute or could endanger the reputation of the Access to HE qualification, the QAA Recognition Scheme for Access to Higher Education, or QAA, or which damages the goodwill or reputation in the Access to HE logo trademark and Access to HE word trademark (the 'Access to HE Trademarks')
- 9.10 use, and ensure that eligible Providers only use, the Access to HE Trademarks in such forms and such manner as permitted by [QAA's guidelines](#) for use of the Access to HE logo (as may be amended from time to time) and comply, and ensure that Providers comply, with all other provisions of that document and the licensing criteria in the use of the Access to HE Trademarks
- 9.11 not sub-license, assign or otherwise dispose of any rights granted under these Conditions to any third party other than to eligible Providers in accordance with these Conditions, and also acknowledge that all rights and goodwill in the Access to HE Trademarks shall belong to QAA and that neither the AVA, nor any Provider, shall acquire any rights in the Access to HE Trademarks other than as expressly set out in these Conditions
- 9.12 conduct an inspection or audit at any time on reasonable notice at any one or more of the Providers should it be of the reasonable belief that the Provider is not complying with the guidelines for the use of the Access to HE Trademarks in their use of the Access to HE Trademarks.
- 10 The AVA acknowledges that QAA may terminate the licence at any time on written notice to the AVA with immediate effect:
- 10.1 if the AVA is in breach of any of these Conditions or licensing criteria and, if the breach is capable of remedy, the AVA has failed to remedy such breach within 30 days of the date of the notice from the QAA requiring such remedy
- 10.2 if a resolution is passed or an order is made for the winding up of the AVA (otherwise than for the purpose of solvent amalgamation or reconstruction) or the AVA becomes subject to an administration order or a receiver or administrative receiver is appointed over, or an encumbrancer takes possession of any of the AVA's property³
- 10.3 for non-compliance by the AVA with the Condition 9.7 by entering into a new legal identity without recourse to legal advice and without adherence to the relevant QAA procedure⁴
- 10.4 for non-compliance by the AVA with the guidelines for use of the Access to HE logo or in the event that by reason of any act or omission of the AVA there has been, or there is likely to be, damage to the reputation of QAA, the QAA Recognition

³ <https://qaa.moodle.school>

⁴ <https://qaa.moodle.school>

Scheme for Access to Higher Education, or to any of the Access to HE Trademarks

- 10.5 in the event that in QAA's reasonable opinion, by reason of the use being made of the Access to HE Trademarks by the AVA, there is a risk that the Access to HE Trademark may become devalued by its generic use or application; or that the Trademark has been used in such a way as to suggest QAA's approval has been given to activities that are unrelated to Access to HE
- 10.6 in the event that the use by any of the AVA's Providers results in or is likely to result in one of the outcomes set out in paragraphs 10.4 and 10.5 above and QAA has notified the AVA of such circumstances, and the AVA has not taken steps to rectify the same within a reasonable time period of being given notice to do so.

Appendix 1: Document information

Document owner	Access Manager
Oversight committee	Access Recognition and Licensing Committee (ARLC)
Published location	www.qaa.ac.uk/en/access-to-he/access-to-he-resources
Other documents referenced	<ul style="list-style-type: none"> • AVA licensing agreement • AVA licensing criteria • AVA Monitoring: Operational Descriptor • Procedures for the surrender of an Access Validating Agency licence • Access Validating Agency (AVA) cessation of trading procedures • Procedure for AVA merger by acquisition by a non-AVA recognised awarding organisation • Procedure for AVA merger by acquisition of one AVA by another <p>Please refer to: https://qaa.moodle.school</p>
Acknowledgements	Access Officer
Next review	September 2020

Version control			
Version number	Date issued	Author	Update information
V1.0	June 2011	K Denith	First published version
V2.0	September 2018	J Mizon	The policy was updated in September 2018 to incorporate a document information sheet, provide links to documents referenced within the agreement and removal of 'renewal' and 'relicensing' terms from the document.
V3.0	April 2019	A Karadia	Paragraph reference error at 10.6 corrected.

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QAA manages the national framework for the recognition and regulation of Access to HE Diplomas.

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