


IET Accredited Apprenticeship Scheme
Terms and Conditions

Interpretation

1.1. In these Terms and Conditions, the following terms shall have the following meanings:

Application Form	means the application form to be completed as part of the Accreditation process, as provided by the IET from time to time. The Application Form comprises 3 separate parts: SA1, SA2 and SA3;
Apprentice	means an individual enrolled on an Apprenticeship Scheme;
Apprenticeship Scheme(s)	means the apprenticeship scheme(s) run by the Provider;
Accreditation	means accreditation of the Apprenticeship Scheme by the IET to confirm that it meets a certain standard;
Accreditation Period	means the number of years for which Approval is granted up to a maximum of 3 years, as determined by the IET;
AAQA	means the Approval and Accreditation of Qualifications and Apprenticeship Handbook First Edition, published by Engineering Council and available at <u>Engineering Council (engc.org.uk)</u>
IET	means the Institution of Engineering and Technology, a body incorporated by Royal Charter and a charity registered in England and Wales and Scotland (charity registration numbers 211014 and SC038698 respectively) whose registered address is Savoy Place, London, WC2R 0BL, United Kingdom;
IET Membership Fee	means the IET membership fee for students as determined by the IET from time to time;
Logo	means the following logo: 
Panel Member	means a suitably qualified and trained individual appointed by the IET to carry out an assessment;
PDOC	means the Professional Development Operating Committee;
Provider	means the Apprenticeship Scheme provider as set out in part SA1 of the Application Form;
Requirements	means the requirements that the Provider must satisfy in order for the Apprenticeship Scheme to be accredited by the IET, as set by the Engineering Council in the AQAA;
SSAR	means the Apprenticeship Scheme Self-Assessment Report;
Significant Changes	means such changes which may or will put the Provider's compliance with the Requirements at risk and jeopardise the Accreditation awarded.

2. Application of these Terms and Conditions

2.1. By submitting a request for Accreditation, the Provider accepts and agrees to be bound by these Terms and Conditions.

- 2.2. Furthermore, the Provider acknowledges and accepts that the Requirements may be subject to amendment at any time.
- 2.3. Should the Provider have any questions about these Terms and Conditions, or about accreditation of apprenticeship schemes in general, please contact the Apprenticeship Accreditation Team at apprenticeshipsapproval@theiet.org or +44 (0)1438 767679

3. Request for Accreditation

- 3.1. To apply for Accreditation, the Provider must complete part SA1 of the Application Form and send it to the IET (to apprenticeshipsapproval@theiet.org).

4. Application Process

- 4.1. Subject to the Provider's application being accepted for further consideration, the IET will arrange for a Panel Member to attend at the Provider's premises to assess the Apprenticeship Scheme(s) for which Accreditation is sought. This visit will be conducted in English and will take approximately 1 day. The Provider must:
 - 4.1.1. provide access to such information, documents and evidence as reasonably requested by the Panel Member in order to complete the Application Form;
 - 4.1.2. allow the Panel Member to speak with relevant staff members; and
 - 4.1.3. where possible, allow the Panel Member to speak with Apprentices. (This is desirable, but not essential).
- 4.2. Should the Provider fail to comply with clause 4.1, the Panel Member may bring the visit to an early end and the IET may terminate the application process.
- 4.3. In respect of the Application Form:
 - 4.3.1. part SA2 will be completed collaboratively between the Panel Member and Provider during and after the assessment visit; and
 - 4.3.2. part SA3 will be completed by the Panel Member during and after the assessment visit.
- 4.4. Once the Application Form has been completed to the satisfaction of the Panel Member and the Provider, it must be signed by the Provider.
- 4.5. Should the Panel Member identify areas which need to be addressed by the Provider before the Application Form can be completed, the Panel Member will notify the Provider accordingly. Should the Provider fail to address these areas within 3 months the IET may terminate the application process.
- 4.6. The completed and signed Application Form will be submitted to the PDOC for consideration and to check that the Provider adequately meets the Requirements.
- 4.7. The PDOC will either:
 - 4.7.1. grant Accreditation and inform the Provider of the Accreditation Period;
 - 4.7.2. ask the Provider to supply any further information it considers necessary to make a decision on whether or not to grant Accreditation;
 - 4.7.3. reject Accreditation, in which case the application process will be terminated immediately.
- 4.8. The IET will write a letter to the Provider setting out the PDOC's decision.

- 4.9. The IET will endeavour to provide such reasonable support and guidance to the Provider throughout the Accreditation process, subject to the availability of its staff.
- 4.10. At all times, the onus is on the Provider to demonstrate to the satisfaction of the Panel Member and subsequently the PDOC that they satisfy the Requirements.

5. Conditions of Accreditation

5.1. Where Accreditation is granted, the Provider must:

- 5.1.1. complete and return to the IET the SSAR at the start of the second and third year of the Accreditation Period;
 - 5.1.2. continue to ensure that the Apprenticeship Scheme meets the Requirements;
 - 5.1.3. in respect of IET membership:
 - 5.1.3.1. promote to all Apprentices the benefits of IET membership and distribute to them the IET membership application form (as supplied by the IET). The Provider will promptly collate and submit all completed application forms to the IET for processing.
 - 5.1.3.2. in each year of the Accreditation Period, invite the IET to deliver a talk to Apprentices on IET membership and professional registration (EngTech and ICT Tech). Such talk will be on/at a mutually convenient date and time;
 - 5.1.4. unless otherwise agreed in writing, pay the IET Membership Fees for each Apprentice who has applied for and been accepted by the IET for student membership for the duration of their apprenticeship, subject to a minimum of 10 student memberships in each year of the Accreditation Period. The Provider will pay all invoices in respect of the IET Membership Fees within 30 days of the date of the invoice. Refunds on IET Membership Fees will not be given under any circumstances.
 - 5.1.5. The IET reserves the right to refuse any Apprentice's IET student membership application form, which it deems (in its sole opinion), is unsuitable.
- 5.2. The Provider must promptly notify the IET of any Significant Changes made to the Apprenticeship Scheme. The IET will review the Significant Changes and will either:
- 5.2.1. confirm that they are acceptable; or
 - 5.2.2. notify the Provider that they are not acceptable and set out: a) the changes the Provider must implement in order for the Significant Changes to be acceptable; and b) the timeframe for compliance by the Provider with the IET's requirements. Should the Provider fail to comply with the IET's requirements, this shall be considered a breach of these Terms and Conditions and the IET may withdraw the Accreditation in accordance with clause 9.2.1.

6. Maintaining Accreditation, Re-Accreditation or Expired Accreditation

- 6.1. The Provider must continue to meet the conditions of Accreditation as identified in clause 5 above in order for Accreditation to be maintained for the full Accreditation Period.
- 6.2. One month prior to the end of the Accreditation Period, the Provider must notify the IET should it wish to apply for re-Accreditation. Re-Accreditation will be on the same basis as Accreditation (as set out in section 4).

7. Right to Audit

- 7.1. Where Accreditation has been granted, the IET reserves the right to conduct an audit of the Apprenticeship Schemes (either remotely or on site, and either by itself or via appointed agents) at any time it deems necessary and the Provider will comply with the IET's investigations and requests for information.
- 7.2. Where an audit identifies any issues, the IET may at its discretion:
 - 7.2.1. either enter into discussions with the Provider and agree how/when the issues will be addressed in order for Accreditation to be retained; or
 - 7.2.2. withdraw the Accreditation.

8. Logo and Database

- 8.1. Upon Accreditation being granted:
 - 8.1.1. the Provider is granted:
 - 8.1.1.1. permission to use the phrase "IET Accredited Apprenticeship" on documentation and promotional materials relating to the Apprenticeship Scheme(s); and
 - 8.1.1.2. a non-sublicenceable, non-transferable, non-exclusive, royalty-free licence to use the Logo on documentation and promotional material relating to the Apprenticeship Schemes, subject to compliance with any guidance issued from time to time by the IET. To obtain a copy of the Logo, please email apprenticeshipsapproval@theiet.org.
 - 8.1.2. the Apprenticeship Scheme will be included in the list of 'Accredited Apprenticeship Schemes' published by the IET from time to time.

9. Termination / Withdrawal of Accreditation

- 9.1. The IET may terminate the application process immediately on written notice if:
 - 9.1.1. in the sole opinion of the IET, there is no strong evidence that the Requirements will be met;
 - 9.1.2. the Provider breaches any of the provisions in these Terms and Conditions;
 - 9.1.3. the Provider is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or equivalent legislation in the jurisdiction of the Provider) or the IET reasonably believes that to be the case; or
 - 9.1.4. the IET is no longer licensed by Engineering Council to award Accreditation to apprenticeship providers.
- 9.2. The IET may withdraw Accreditation immediately on written notice if the Provider:
 - 9.2.1. breaches any of the provisions in these Terms and Conditions;
 - 9.2.2. purports, or attempts to purport, that any Apprenticeship Scheme other than those that have been awarded Accreditation, are accredited by the IET;
 - 9.2.3. misuses the Logo;
 - 9.2.4. is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or equivalent legislation in the jurisdiction of the Provider) or the IET reasonably believes that to be the case.

9.3. Either party may terminate the Accreditation by giving the other party 3 months' written notice, such notice to expire at the current year of the Accreditation Period.

9.4. Upon termination or withdrawal of Accreditation:

9.4.1. the Provider must remove all Logos from its Apprenticeship Scheme documentation and promotional material, destroy any printed materials containing such Logos, and refrain from using such Logos in the future;

9.4.2. the IET will remove the Apprenticeship Scheme from the list of 'Accredited Apprenticeship Schemes' published by the IET; and

9.4.3. the status of any current IET membership for Apprentices will continue to subsist until its natural expiry.

10. **Data Protection**

10.1. Each party shall comply with the provisions of the General Data Protection Regulation (EU) 2016/679 (as applicable), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulation, and any guidance and codes of practice issued by the Information Commissioner from time to time (all as amended, extended, re-enacted or replaced from time to time), in so far as the same relates to the provisions and obligations of these Terms and Conditions. Each party shall not do or omit to do anything which might cause or otherwise result in a breach by either party of such laws, regulations or codes or practice.

11. **General**

11.1. **Liability:** Except in the case of death or personal injury caused by the IET's negligence or fraud or fraudulent misrepresentation, the IET shall not be responsible or liable to the Provider or any Apprentice for any loss or damage of any nature whatsoever, howsoever occurring.

11.2. **Entire Agreement:** These Terms and Conditions set out the entire agreement between the parties and supersedes any prior communication and all prior arrangements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. The Provider acknowledges that no representations or promises not expressly contained in these Terms and Conditions have been made to it by the IET or any of its servants, agents, employees, members or representatives.

11.3. **Assignment:** The Provider is not permitted to assign or otherwise dispose of any of its rights or obligations under these Terms and Conditions.

11.4. **Variation:** The IET reserves the right to amend these Terms and Conditions at any time and shall notify the Provider of such changes.

11.5. **Severance:** If any provision of these Terms and Conditions shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions and shall not in any way affect any other circumstances or the validity or enforcement of these Terms and Conditions.

11.6. **Notices:** Any notice given under these Terms and Conditions must be sent by first class post or airmail to the receiving party's registered address, with a copy being sent by email: for the IET, to apprenticeshipsapproval@theiet.org; for the Provider, to the main email address contained in part SA1 of the Application Form. A notice shall be deemed received: in the case of being sent by first class post, 2 working days after sending; and in the case of being sent by airmail, 10 working days after sending. This clause does not apply to notices being sent in legal or other dispute resolution proceedings.

11.7. **Dispute Resolution:** Any dispute arising out of or in connection with these Terms and Conditions shall be referred to a senior representative for each party for an amicable resolution in the first

instance. If any dispute between the parties has not been resolved amicably within one month of negotiations, then the dispute may be referred to a single arbitrator to be nominated by the President for the time being of the Chartered Institute of Arbitrators, in accordance with the Arbitration Act 1996. The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 and the Rules of the London Court of International Arbitration. The decision of the Arbitrator shall be final and binding. Either party may at any time seek urgent interim relief from the courts.

- 11.8. **Governing Law and Jurisdiction:** Subject to clause 11.7, these Terms and Conditions, and any dispute or claim arising out of, or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.