



Quality Mark
Digital

Terms and Conditions

Description of Work

Initial full Quality Mark Digital assessment and annual renewals:

- Quality Assurance of online training provision relating to the criteria within the four Quality Mark Digital domains - conducted through a course sampling process
- Supported application process
- Learner, Employer and Trainer survey production and analysis
- Evidence analysis, alongside Evidence Submission form provided by applicant
- Report production including commendations and recommendations
- Certificate (for successful applicants)
- Action plan implemented when further improvement necessary

The following is only relevant to initial full Quality Mark Digital assessment or 4th year renewal, in addition to the above:

- Assessor visit/virtual meeting day to sample provision, conduct Learner, Employer and Trainer interviews and review sample documentation

IT IS HEREBY MUTUALLY AGREED as follows:

Any changes to the scope of this Application Form must be agreed in writing by both parties.

1 Payment

The Workforce Development Trust Ltd t/a Skills for Health (hereby referred to as WD Trust Ltd) shall raise an invoice on receipt of the completed Application Form unless payment has been made using a credit/debit card via www.skillsplatform.org. Payment in full is required before work commences.

2 Renewal

Upon expiry of the Initial Term (and any extension of it) this Contract shall automatically renew provided that neither Party has given notice at least ninety (90) days before the end of the then-current Term that such Party does not wish to renew this Contract.

3 Termination

Either party may terminate the contract at any time once payment has been received in full by giving the other party three months' written notice. Upon the expiration of the notice period the contract shall terminate without prejudice to the rights of the parties accrued to the date of termination however no refund will be given.

The WD Trust Ltd may terminate the contract:

- 3.1 If the client makes claims about their programmes that go beyond the agreed contractual display of the Quality Mark Digital logos
- 3.2 If the client undertakes training practices that could bring The WD Trust Ltd into disrepute

The contract may be terminated with immediate effect if the Client or The WD Trust Ltd should be formally dissolved or cease operations, provided that if either party has a successor body the obligation under this contract shall be transferred to such successor.

On termination the client will immediately discontinue any reference to the Quality Mark Digital or display of the logos.

Payment in full: Where WD Trust Ltd terminates this Contract under clauses 3.1 or 3.2, WD Trust Ltd shall retain any Fees and is entitled to payment in full of all other outstanding Fees which would otherwise have been payable under the Term, such payment to be made within thirty (30) days of the date of termination.

4 Confidentiality, Data Security and Freedom of Information

Each party, its employees and agents at all times shall keep confidential and secret and shall not disclose to any person (other than a person authorised by both parties) all information and other matters acquired in connection with the agreement.

Each party must protect personal data in accordance with the provisions and principles of the Data Protection Act 2018 and must ensure the reliability and integrity of its staff who have access to the data.

Each party acknowledges that both parties are or may be subject to the Freedom of Information Act 2000 (FOIA) and may be required to disclose information about the agreement to ensure the compliance of the party with the FOIA. Both parties will act in accordance with the FOIA (and any other applicable codes or guidance notified from time to time) to the extent that they apply to the performance under the agreement.

Each party agrees that the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the party receiving the request. Where one party is managing a request as referred to in this clause, the other party shall co-operate with them if it so requests and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.

5 Intellectual Property

All rights to intellectual property as defined by the Copyright Designs and Patents Act are and will remain the property of The WD Trust Ltd including any enhancements or developments to The WD Trust Ltd IP throughout the contract period.

Once recognition has been achieved, the client has the right to use the supplied Quality Mark Digital logos on training and promotional materials to indicate this. This does not allow the use of any other WDT logo or additional wording to imply further association or preference.

Should this contract be terminated as described in Section 3; use of the logos or any wording implying endorsement must also end as soon as is reasonably practical.

Should an organisation fail to maintain the required standard, any logos or any wording implying endorsement must be replaced or updated as soon as is reasonably practical.

If the Client does not renew their Quality Mark Digital endorsement promptly, then the Client must immediately remove any wording or mark provided from all materials and publications, whether in print or electronic, or this will be considered a breach of contract.

Who we are

Everything we do is designed to help people. As a not-for-profit organisation, we're committed to improving the healthcare industry and patient experience by working with employers to develop a workforce skilled in delivering high-quality services. We do this by providing them with innovative, best-in-class solutions, including consultancy, digital services and apprenticeship support.

✉ contactus@skillsforhealth.org.uk
🌐 skillsforhealth.org.uk

The logo for Skills for Health, featuring the text "Skills for Health" in a dark blue, sans-serif font. The text is contained within a white rounded square shape that has a slight shadow effect against the dark blue background.

Skills for
Health