



## **CCEA Endorsement Policy for Products/Services/Events Related to Curriculum, Finance and Corporate Services.**

### **1. Introduction**

1.1. From time to time, CCEA is approached by third party businesses and organisations seeking to create working partnerships which may also allow the third party to use CCEA's name or logo to endorse its own products, services or events.

### **2. Purpose**

2.1. The purpose of this policy is to define clearly the basis on which CCEA will allow its name and logo to be used to endorse carefully selected third party products.

### **3. Scope**

3.1. This policy applies to those products produced by a third party to which CCEA has made no direct financial or 'benefit in kind' investment in their development or production. This includes products which may be supplied to schools or to individuals or organisations not currently involved in a legal binding contract with CCEA.

### **4. Principles of endorsement**

4.1. The following principles will apply in all matters of endorsement:

- CCEA will consider all approaches made by others for endorsement of products/ services/events and will come to a decision based on the individual merits of each case. The authority to proceed with an endorsement will rest with the relevant Director;
- Endorsement implies a level of responsibility by CCEA. Although the final responsibility for the product/service/event rests with the external party, CCEA will ensure that this meets its quality assurance standards;
- While CCEA recognises the need for commercial organisations to realise a profit, CCEA's priority will be to promote equality of opportunity, inclusion and education for all and will not therefore be associated with any product, service or event that potentially disadvantages any group of learners;
- CCEA will endorse only those products/services/events that align with CCEA's values, mission, ideology and strategy;
- CCEA will not endorse any products/services/events that have the potential to cause it reputational risk;

- The policy shall apply to all appropriate media, e.g. print and electronic media, events and presentations and includes books, all learning resources and other printed materials and material supplied on CD or DVD, or over the Internet;
- In this document such media will be subsumed in the term products/services/events; and
- All approved endorsements will be made by CCEA within a mutually agreed timeframe and with an agreed lifespan.

## 5. Forms of Endorsement

5.1. The following are all forms of endorsement:

- use of the CCEA logo;
- the inclusion of a foreword or introduction written by a CCEA member of staff or contracted-for-services individuals (e.g. moderators);
- a statement from CCEA within the product or literature associated with a service/event saying that CCEA endorsed the content and/or approach;
- involvement by CCEA as a partner 'intellectually' in development work that results in a tangible endorsement;
- the review of educational programmes developed by others and approval of the content;
- the inclusion of others' products/literature in a CCEA despatch<sup>1</sup>;
- the inclusion of a CCEA member of staff or contracted-for-services individual in publicity materials used to promote others' materials;
- financial support; and
- attendance by CCEA staff or contracted-for services individuals at an event associated with others' products/services/events where the individual connected with CCEA made an input.

## 6. The Process

6.1. The following process is to be followed in all requests for endorsement by CCEA:

1. Business Unit Managers will authorise staff, in writing, to undertake liaison and negotiation with those seeking CCEA endorsement of products/services/events on the following basis:
  - the nature and purpose of the product;
  - the potential market of the product;
  - the financial viability, service standards and market position of the applicant;

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<sup>1</sup> The nature of a commercial publisher's products/literature must be stipulated within an agreement or Memorandum of Understanding (MoU). A MoU template can be found at Annex C and can be downloaded from the intranet (i-browse) from **Quick Links/Forms/Business Assurance Forms/Endorsement Memorandum of Understanding Template.**

- the application fee for the review of the product; and
  - the fee for endorsement.
2. Business Managers will present a case for endorsement for approval of the relevant Director (within the framework of this policy)<sup>2</sup>. The proposal must include consideration of the following:
- The extent to which the product matches the specification of the CCEA qualification (if appropriate);
  - The extent to which the level and approach of the product are suitable for the intended audience and its purpose (in line with its nature and medium);
  - Whether the product is accurate and up to date;
  - Whether the product is clear and logical;
  - The existence of any products already produced by CCEA itself or through any other collaboration agreement; and
  - The extent to which the product complements any existing CCEA product.
3. If in any doubt about whether or not to approve endorsement, Directors will take advice from Management Board.
4. Formal approval of endorsement will be recorded on an Endorsement Authorisation Form, a copy of which is attached as Annex A.

The Authorisation Form can be accessed on the intranet (i-browse) under **Quick Links/Forms/Business Assurance Forms/Authorisation Form for CCEA Endorsement of Products, Services Events.**

- 6.2. The Business Assurance Unit will maintain centrally all documentation related to endorsements.
- 6.3. The Business Assurance Unit will provide additional advice on all matters relating to this policy on request.

## **7. Associated Outworkings**

- 7.1. The following outworks will be associated with all endorsements:
- a. CCEA will publicise its endorsement of others' products/services/events on its website and, when appropriate, through other media;
  - b. Consideration will be given to charging for endorsement where CCEA staff time is involved and where the product/service/event developer is commercial in nature. Any such charge will be subject to approval by MB;
  - c. The CCEA logo/name (individually or together) may be used by others along with the words 'approved by' or 'endorsed by' when the product/service/event supports fully or in part CCEA's curriculum/assessment/examinations role;
  - d. Where CCEA makes a direct input to the product/service/event endorsed, this input must be formally acknowledged in the product/service/event;

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<sup>2</sup> It is accepted that some types of endorsement are not commercial in nature, i.e. health related literature or speaking at a non-commercial event. In such instances, Director approval is still required.

- e. Those receiving endorsement must adhere to CCEA branding guidelines where a CCEA logo is being used;
- f. Any products/events endorsed by CCEA must have full copyright clearance and CCEA will require a statement from the product/event developer to that effect. CCEA will accept no responsibility for copyright infringement liability in others' materials;
- g. CCEA will appoint an officer to carry out a quality assurance check on the product/service/event. A quality assurance pro-forma checklist has been developed and this should be completed by the CCEA officer. This will be held centrally together with all other related documentation by Business Assurance.

A copy of this checklist is at Annex B and can be accessed on the intranet (i-browse) under **Quick Links/Forms/Business Assurance Forms/ Endorsement Quality Assurance proforma.**

- h. Any endorsement of products/services/events will be time bound. Renewal of endorsement will be necessary should this go beyond the original timescale set;
- i. All products endorsed by CCEA must include the following statement:

*'Approved/endorsed by CCEA on (date). If in any doubt about the continuing currency of CCEA endorsement, please contact (include CCEA contact name and contact details).'*

## **8. Endorsement of Commercial Products, Services or Events**

8.1. All CCEA endorsements of commercial products/services/events must be defined within an agreement or Memorandum of Understanding (MoU). A copy of the MoU template can be accessed on the intranet (i-browse) under **Quick Links/Forms/Business Assurance Forms/ Endorsement Memorandum of Understanding Template.**

8.2. In many cases CCEA will publish support materials for its qualifications and curriculum areas, using in-house resources. Where this is not the case then a fair and open selection process must take place to enable all interested commercial publishers to present CCEA with details of any proposals they might wish to make.

8.3. CCEA will make available to publishers in advance the criteria they will be using to make a decision on the materials to be endorsed.

8.4. If a publisher approaches CCEA with a proposal for a project that falls outside the normal, formal selection process, that proposal will be treated as commercially sensitive and there will be no requirement for it to be part of a formal selection process.

8.5. Any updated edition/version of the publication/service/event shall be submitted to CCEA for approval.

8.6. In the case of endorsed products/services/events for CCEA qualifications or curriculum support neither CCEA nor the external organisation providing the product/service/event can claim or imply that:

- it is essential to use/avail of that publication/service/event

- any part of a publication or verbal/written comments and presentations provided as a service or as part of an event will be used when setting any examination or assessment.

8.7. Reading lists produced by CCEA shall include appropriate publications other than those endorsed by CCEA. The structure or nature of the list should not imply an order of suitability.

8.8. CCEA acknowledges the right of its contracted for services individuals and professional associates to engage in appropriate professional activities. Any involvement however with products/service/events which may pose a conflict of interest with their work with CCEA or that relates to the involvement with commercial products/services/events which potentially advantages or disadvantages any group of learners is not permitted. Specific restrictions on such activities by an individual are specified in their contracts with CCEA.

8.9. CCEA will not give permission to commercial organisations to refer to or imply CCEA's connection with any individual acting for the commercial organisation, for example, a CCEA Chief Examiner, a CCEA Principal Moderator.

8.10. CCEA will not insist on the involvement of any particular author in the writing of a publication.

## 9. Use of the CCEA Name and Logo

9.1. The "CCEA Logo" will be provided to applicants for product endorsement electronically to ensure quality control. The condition of use will be set out in the endorsement agreement and in any further guidelines provided to the applicant by CCEA.

## 10. CCEA Disclaimer

10.1. The following phrase must be inserted into any product which carries the CCEA endorsed name or logo.

*'Whilst the publisher has taken all reasonable care in the preparation of this book CCEA makes no representation, express or implied, with regard to the accuracy of the information contained in this book. CCEA does not accept any legal responsibility or liability for any errors or omissions from the book or the consequences thereof.'*

Drafted by	Business Assurance
Authorised	Martin Quinn
Approved (TMT)	Gavin Boyd
Version	2
Date	13 June 2013

## Annex A

### Authorisation Form for CCEA Endorsement of Products/ Services/Events

#### Section A - Endorsement of Product / Service

Title and Nature of CCEA's Endorsement	<b>6 Lines max</b>
Responsible CCEA Officer(s)	
If appropriate, has a formal selection process been undertaken?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Adherence to Endorsement Policy/ Guidance</b>  (Please ✓ to indicate that the relevant guidelines in the policy have been followed)	CCEA officer to confirm :  Risk assessment undertaken and no potential risk to CCEA <input type="checkbox"/>  Endorsement policy issued to party requesting endorsement <input type="checkbox"/>  Statement received from provider that full copyright permission has been obtained <input type="checkbox"/>  <b><i>If endorsement commercial or potentially contentious in nature:</i></b>  Memorandum of Understanding drawn up <input type="checkbox"/>  Confirmation from publisher that no reference is made to any individual's role in relation to CCEA, for example, a <u>CCEA</u> examiner, a <u>CCEA</u> Chief Examiner, a <u>CCEA</u> Principal Moderator <input type="checkbox"/>  No conflict of interest or advantage/disadvantage to learners <input type="checkbox"/>

#### Section B – Authorisation

<b>Business Unit Manager:</b> _____  <i>By authorising CCEA's endorsement of this product / service the Business Unit Manager has ensured that all aspects of the endorsement fully satisfy CCEA's Policy for the Endorsement of Products / Services.</i>  <b>CCEA Director's Signature:</b> _____  <i>CCEA officer(s) must ensure they have followed the guidelines outlined in CCEA's Policy for the Endorsement of Products / Service prior to presenting the case to the relevant Business Unit Manager.</i>
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Please note **Sections A & B** must be completed before informing Business Assurance

#### Section C - Business Assurance

Endorsement Log Number: _____	Date Received: _____
Log Updated <input type="checkbox"/>	Website Updated <input type="checkbox"/>
Quality Assurance Pro-forma complete <input type="checkbox"/>	
Memorandum of Understanding provided (if appropriate)	<input type="checkbox"/>

## Annex B

### Endorsement of Products/Services/Events

#### Quality Assurance Pro-forma

<b>Title and Nature of CCEA's Endorsement</b>	6 lines max
<b>Responsible CCEA Director/Manager(s)</b>	
<p><b>CCEA officer to confirm:</b></p> <p>content quality assured</p> <p>editing and proof-reading completed if appropriate</p> <p>associated promotional materials reviewed and approved by Marcomms</p> <p>Any direct input made by CCEA to endorsement has been formally acknowledged in endorsement</p> <p>Endorsement includes the statement: <i>Approved/endorsed by CCEA on (date). If in any doubt about the continuing currency of CCEA endorsement, please contact (include CCEA contact name and contact details).</i></p> <p>Endorsement does not refer to any individual's role in relation to CCEA, for example, a <u>CCEA</u> Chief Examiner, a <u>CCEA</u> Principal Moderator</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> By: [Name of officer undertaking QA check]</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> By: [Name of officer undertaking editing and proof-reading]</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> By: [Name of Marcomms officer undertaking review]</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<b>CCEA Director Name:</b> _____ <b>Date:</b> _____	
<b>Signature:</b> _____	
<i>CCEA officer(s) must ensure they have followed the guidelines outlined in CCEA's Policy for the Endorsement of Products / Service in completing the Quality Assurance process.</i>	
<b>Business Unit Manager:</b> _____ <b>Date:</b> _____	
<b>Signature:</b> _____	
<i>The Business Unit Manager confirms that they are satisfied that the quality assurance process is robust and that it has been completed in line with CCEA's Endorsement Policy.</i>	

## Annex C

### CCEA Endorsement of Products/Services/Events

#### Memorandum of Understanding

**Between:** The Northern Ireland Council for the Curriculum, Examinations and Assessment (CCEA)  
29 Clarendon Road  
Clarendon Dock  
Belfast  
BT1 3BG

**And:** [3<sup>rd</sup> Party's name and registered address]

[Date]

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CCEA and [3<sup>rd</sup> Party] agree as follows:

<b>1. Title of Product/Service/Event</b>	[Specify the start and end dates of the endorsement]
<b>2. Nature of Endorsement</b>	[Detail the product/service/event being endorsed]
<b>3. Duration</b>	[Clarify how long the endorsement will last]
<b>4. Renewal Date</b>	[Clarify when the endorsement will be considered for renewal]
<b>5. Costs</b>	[Clarify how much CCEA will charge if staff time was used to develop the endorsement]
<b>6. Intellectual Property Rights and Copyright</b>	[Confirm ownership of the Intellectual Property Rights and Copyright]
<b>7. Potential Risks</b>	[Detail the potential reputational risks for CCEA]
<b>8. Quality Assurance Checks</b>	[Detail how, when and by whom quality assurance checks will be conducted]
<b>9. Conflict of Interest</b>	Confirm that the endorsement does not refer to any individual's role in relation to CCEA, for example, a <u>CCEA</u> Examiner, a <u>CCEA</u> Principal Moderator, a <u>CCEA</u> Chief Examiner.
<b>10. Equality of Opportunity</b>	Confirm that the endorsement is aligned with CCEA's approach of inclusion and education for all and does not advantage or disadvantage any learners
<b>11. Authorised Representatives</b>	[Confirm the name, title, organisation and role of the personnel involved with the endorsement]
<b>12. Promotion of Product/Service/event</b>	[Confirm what means of promoting the endorsement will be deployed]
<b>13. Confidentiality</b>	Both parties shall: <ol style="list-style-type: none"><li>1. treat as confidential all information obtained under or in connection with the Agreement;</li><li>2. not disclose any information belonging to the other party to any third party without the other party's prior written consent, except to such</li></ol>



	<p>persons and to such extent as may be necessary for the performance of the Agreement; and</p> <p>3. not use any of that information otherwise than for the purposes of the Agreement.</p> <p>The obligations imposed by this clause shall continue to apply after the expiry or termination of the Agreement.</p>
<b>14. Freedom of Information</b>	<p>Both parties acknowledge their understanding that all material produced during this agreement will be subject to the terms of the Freedom of Information Act. Both parties agree to:</p> <ol style="list-style-type: none"> <li>1. Communicate the receipt of a request for information to the other party within 2 working days.</li> <li>2. Provide the other party with any requested information within 5 working days.</li> <li>3. Ensure that all requests for information are responded to within the timescales laid down under the Act.</li> </ol>
<b>15. Data Protection Act</b>	<p>Both parties to this agreement their acknowledge their responsibilities under the Data Protection Act – Personal Information must be :</p> <ol style="list-style-type: none"> <li>1. Fairly and lawfully processed</li> <li>2. Processed for specified purposes</li> <li>3. Adequate, relevant and not excessive</li> <li>4. Accurate, and where necessary, kept up to date</li> <li>5. Not kept for longer than is necessary</li> <li>6. Processed in line with the rights of the individual</li> <li>7. Kept secure</li> <li>8. Not transferred to countries outside the European Economic Area unless there is adequate protection for the information.</li> </ol>

**Agreed by:**

**[CCEA Officer]  
[Position]  
CCEA:**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

**[Authorised Signatory from 3<sup>rd</sup> Party]**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**