# Accredited Provider requirements

# Terms and conditions:

By applying for APM accreditation as an Accredited Provider (AP) you agree to comply with the following terms and conditions and applicable service level requirements and guidance documents (current service level requirements and guidance documents are listed in paragraph 12.5 below). Compliance is a prerequisite for accreditation. Failure to comply may result in suspension or termination of your APM accreditation.

You will be informed of any alterations to the terms and conditions, service level requirements and guidance documents.

1. **Use of the APM Accredited logo:**The APM Accredited logo must be used in line with branding guidelines which will be issued to you. You may only use the APM Accredited logo in relation to courses which have been accredited by APM.
2. **Skill and care:**The AP shall use reasonable skill and care in the provision of the accredited courses and examinations and assessments for APM qualifications and shall comply with any reasonable guidance, instructions and service level requirements that APM may provide in writing to the AP regarding such courses, examinations and assessments. The AP shall undertake pre-employment checks before engaging trainers and/or invigilators for APM accredited courses and/or APM examinations which shall comply with any guidance issued from time to time by the Chartered Institute of Personnel and Development.
3. **Marketing accredited courses:**All marketing of an accredited course by the AP or by a third party on behalf of an AP must not provide any misleading or incorrect information about the accredited course and must state the name of the AP providing the course. Where the AP uses a third party to market any accredited course, the AP shall be responsible for the information about the accredited course provided by the third party and should monitor any such information to ensure compliance with this condition.
4. **Annual renewal/re-accreditation:**4.1 AP accreditation runs on a four-year cycle with accreditation year being year one, followed by three years of annual renewals, after which full re-accreditation is required. Renewal/re-accreditation will become due on the anniversary of the initial accreditation, but this may be changed to bring courses into alignment where an organisation has more than one APM accredited course. The AP will be notified of the requirement to renew/re-accredit and provided with all relevant paperwork in a timely manner.

4**.**2 You may only hold yourself out as an AP if you have a current APM accreditation as an Accredited Provider. You agree not to provide or market any accredited course unless at the time of providing or marketing your accreditation is current, irrespective of whether you are in the process of applying for accreditation or renewal or re-accreditation.

1. **Co-operation:**The AP shall co-operate with APM in any enquiry by APM into any of the accredited courses and examinations and assessments for APM qualifications provided by the AP and comply with all reasonable requests from APM for information in connection with the activities of the AP which might have an impact on the AP’s suitability for accreditation or re-accreditation by APM.
2. **Spot checks:**
APM reserves the right to make (and charge for) physical spot check visits at any time.
3. **Payment of fees:**
The AP shall pay any fees due to APM within 30 days of receipt of the invoice and in accordance with APM’s payment terms and conditions. All payments shall be in pounds sterling. Any failure to pay fees as and when due shall be treated as non-compliance with these terms and conditions.
4. **Anti-bribery:** The AP shall:
	* comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and
	* promptly report to APM any offer of or any request or demand for any undue financial or other advantage of any kind received by the AP or any of its staff or contractors in connection with the provision of any of the accredited courses or examinations and assessments for APM qualifications.
5. **Confidential Information:**

9.1 Information that is not in the public domain and is used in connection with or relates to the exams, core knowledge, qualifications, assessments, business, customers, financial or other affairs of APM of which the AP becomes aware as a result of its status as an accredited training provider of APM is *Confidential Information*.

9.2 The AP shall at all times during the period for which it is an accredited provider of APM and thereafter use its reasonable endeavours to keep all Confidential Information confidential and accordingly shall not disclose any such information to any other person, save that this requirement shall not apply to Confidential Information:

* + which is or becomes public knowledge (otherwise than by breach of this term)
	+ which was in the possession of the AP, without restriction as to its disclosure, before receiving it from APM
	+ which is received from a third party who lawfully acquired it and who is under no obligation regarding its disclosure
	+ is independently developed without access to the Confidential Information, or
	+ which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements under the Freedom of Information Act 2000

10. **Data protection**:

10.1 In these Terms and Conditions ‘Data Protection Laws’ means (i) the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing law, regulations and secondary legislation, as amended or updated from time to time in the UK and (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

10.2 The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processing” and “processor” have the meanings ascribed to them in the Data Protection Laws.

10.3 The AP acknowledges and agrees that it is a controller in respect of any personal data it collects from each candidate as an accredited training provider of APM. The AP shall:

* + comply, at all times, with the requirements of the Data Protection Laws and in particular with its obligations under the Data Protection Laws in respect of any personal data collected by it from examination and assessment candidates and individuals enrolled on accredited courses while acting as an accredited training provider;
	+ take reasonable steps to ensure the reliability of any of its personnel who have access to that personal data;
	+ ensure that appropriate technical and organisational measures are taken to avoid unauthorised or unlawful processing of personal data and against loss or destruction of or damage to the personal data;
	+ notify APM without undue delay (and in any event within 36 hours) on becoming aware of a personal data breach in relation to personal data which it held or controlled in relation to accredited courses or exams or assessments for APM qualifications or receiving a communication which relates to APM's or the AP's compliance with the Data Protection Laws in relation to such data;
	+ obtain prior written consent from candidates before transferring any personal data to any third party in connection with the provision of the accredited training provider's obligations hereunder;
	+ ensure that it is entitled to transfer the relevant personal data to APM so that APM may lawfully use and process the personal data in order to create a record of each candidate and details of the examination to be taken by such candidate; and
	+ maintain records to demonstrate compliance with this clause 10 and provide such information in relation to its data protection and Information Technology security practices as APM may reasonably require, in order to investigate whether adequate data protection standards are maintained by the AP and the provisions of this clause are properly complied with.

11 **Prohibition of assignment by the AP:**
Accreditation is specific to the AP. The AP is not entitled to assign the accreditation or any benefit derived from accreditation to any other person or body.

12 **Maintaining your accreditation:**

* 1. The AP must comply with APM’s reasonable requirements regarding the renewal of accreditation and re-accreditation (as above).
	2. The AP must inform APM of any changes to the organisation or delivery of accredited courses which have occurred since initial accreditation, re-accreditation or last annual report, as appropriate. The changes may include changes to the structure or delivery mode of an accredited course or the organisation structure. It is not a requirement to inform APM of changes of trainers. If the changes are substantial APM may wish to have the changes assessed.
	3. The AP must carry out an assessment of each candidate prior to that candidate taking the examination. The assessment must show that the candidate is at a suitable level of knowledge and experience before undertaking an examination or assessment.
	4. APM is a member of the International Project Management Association (IPMA). The AP is required to comply with IPMA regulations regarding the delivery of courses, examinations and assessments leading to IPMA qualifications. For further information about the applicable regulations for delivery of these qualifications, please contact an APM business development manager.
	5. The AP must comply with service level requirements and related guidance documents (applicable documents available on request or can be found on the APM website)
1. APM Accreditation for training providers - Application Guidance Notes
2. Service Level Requirements for Examinations
3. The APM Project Fundamentals Qualification online examination user manual
4. Instructions to Examination Invigilators
5. Instructions to examination self-invigilators: The APM Project Fundamentals Qualification online
6. APM Practitioner Qualification Guidance and Regulations for APM Approved Assessment Centres
7. Terms and Conditions for the use of the APM Competence Framework (2nd edition) by an APM Accredited Training Provider

13. **Removal of Accreditation:**APM reserves the right to suspend or remove the accreditation of the AP if:

* the information provided to APM in support of accreditation or reaccreditation is incorrect or out of date;
* the AP or one of its employees or contractors does anything to bring APM into disrepute;
* the AP commits a serious breach of any terms and conditions, instructions or service level requirements previously notified to it in writing by APM;
* the AP commits any material or repeated breach or non-observance of any of APM’s applicable terms and conditions and (where that breach is capable of remedy) fails to remedy that breach within fourteen (14) days of being notified in writing of the breach, or refuses or neglects to comply with any reasonable and lawful directions of APM;
* the AP does not seek or fails in an application for re-accreditation; or
* the AP makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the AP or (if an individual) the AP is declared bankrupt or has a county court administration order made against him/her under the County Court Act 1984.
1. **Notifications:**

The AP agrees to receive documents and information from APM relating to its accreditation in electronic form. Material will be sent to the AP’s preferred e-mail address (if supplied to APM) and shall be treated as received by the AP if sent to that address. The AP is responsible for notifying APM of all changes of email address. In addition or alternatively (if APM so determines) material may be provided to the AP by being made available on the APM website.

14. **Governing law and jurisdiction:**
These terms and conditions and any dispute or claim arising out of, or in connection with, them shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter.

Note: In these terms and conditions “APM” means Association for Project Management. Association for Project Management is incorporated by Royal Charter RC000890 and a registered charity No: 1171112. Principal office is Ibis House, Regent Park, Summerleys Road, Princes Risborough, Buckinghamshire HP27 9LE.

**Candidate Resources for further reading**

* Note that candidate resources can be found at [www.apm.org.uk/APMQualifications](http://www.apm.org.uk/APMQualifications)
* APM’s website provides syllabuses, sample questions and candidate guidance notes. Hard copies of the syllabuses and candidate guidance notes are available on request.
* APM produces a range of publications aimed at supporting project management students and professionals throughout their careers. Details are available at [www.apm.org.uk/publications](http://www.apm.org.uk/publications)
* Other knowledge resources are also available at [www.apm.org.uk/knowledge](http://www.apm.org.uk/knowledge)