Operating Agreement
between
Surrey County Council (the DofE Operating Authority)
And the DofE Centre named below
To operate as a Duke of Edinburgh’s Award Centre
1st April 2017 to 31st March 2020

| Name of Centre |  |
| Address |  |
| Contact numbers |  |
| Name of Head Teacher/Head of Establishment |  |
| Contact Email addresses |  |
| Name of Insurance Company (if a non-LA Centre) |  |

Please tell us who your DofE Approved Activity Provider (AAP) is, if you use one.

Service Level Agreement Signatories

<table>
<thead>
<tr>
<th>The DofE Centre:</th>
<th>Surrey County Council – DofE Operating Authority</th>
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<tbody>
<tr>
<td>As Head of Establishment, I agree to operate the Duke of Edinburgh’s Award in the DofE Centre in accordance with this agreement.</td>
<td>Surrey County Council agrees to operate the DofE in accordance with this agreement</td>
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Print Name: Paul Bowen
Position: County DofE Operations Manager
Date: 1st April 2017
Centre Compliance

This page should be completed, signed and dated by the SCC DofE Advisor together with the Centre Coordinator following the annual Operating Agreement compliance visit, and then detached and returned to the SCC DofE Office.

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<tr>
<th>For Centre:</th>
<th>For Operating Authority:</th>
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<tr>
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<td>Surrey County Council</td>
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Notes or Actions (e.g. development plans, expedition issues, training needs etc):
“Agreement” means this Operating Agreement concluded between the Operating Authority and the DofE Centre mentioned above, comprising these Conditions, the schedules, appendices, attachments and any correspondence agreed between the parties;

“Agreement Period” means the 1st day of September 2016 to 31st day of March 2020, or any period of extension as agreed in writing;

“The Charity” means The Duke of Edinburgh’s Award, a body established by Royal Charter (registered charity number 1072490, company number RC000806) whose registered office is at Gulliver House, Madeira Walk, Windsor, Berkshire SL4 1EU

“DofE Activities” means those activities chosen by the young people undertaking a DofE Programme and detailed on the official website of the DofE (http://www.dofe.org/);

“DofE” means the Duke of Edinburgh’s Award;

“DofE Centre(s)” means any academy, school, youth centre or Young Offender or youth organisation sanctioned by the Operating Authority to deliver all or selected sections of the DofE Programme;

“DofE Centre Leader(s)” means the person charged with the responsibility managing groups of young people;

“DofE Centre’s Personnel” means all staff including but not limited to fulltime, part time, temporary, permanent or voluntary person, sub-contractors and agents;

“DofE Coordinator” means the person designated as the coordinator of DofE in a DofE Centre, and whom assumes overall responsibility for all DofE Groups in that location;

“DofE Programmes” means The Duke of Edinburgh’s Award, which consists of a series of activities covering different categories that young people select and undertake in order to achieve a Bronze, Silver or Gold Award Certificate;

“Operating Authority” means Surrey County Council in its capacity as a DofE Operating Authority;

“Operating Authority Advisor” means the person appointed by the Operating Authority to advise and represent the Operating Authority;

“eDofE” means the on-line system that records a young person’s DofE programme and activities and proves compliance with the requirements of the scheme;
“Registration Places” means the places allocated onto eDofE;

“Relevant Review Date(s)” means within 6 (six) months upon the operation of this Agreement and again upon the anniversary of the operation of this Agreement, and annually thereafter if this Agreement is extended;

“Young People/Person” means those people or persons eligible to participate and who participate in the DofE Activities;

“Approved Activity Provider (AAP)” means an organisation or individual approved by DofE to organise and operate the DofE Expedition Section together with or on behalf of a DofE Centre.

“Bona Fide Organisation” means an organisation that does not require approval by DofE, but which can demonstrate that it can maintain the DofE’s aims and standards and which assists a young person in the achievement of any section of their Award, other than the Expedition Section.

“OEAP” means Outdoor Education Advisors’ Panel.

“AALA” means the Adventure Activity Licensing Authority (emanating from the Activity Centres (Young Persons’ Safety) Act 1995).

“LOtC QB” means the Learning Outside the Classroom Quality Badge (administered by the Council for Learning Outside the Classroom).
SCC Duke of Edinburgh’s Award Operating Agreement

This agreement sets out the arrangements and requirements by which the:

________________________________________________________

Duke of Edinburgh’s Award Centre will operate the Duke of Edinburgh’s Award (DofE) under the Surrey County Council Operating Authority licence as granted by the DofE South East Region. This agreement sets out the minimum expectations from both the Affiliated Centre and the Operating Authority.

**THE DofE Centre WILL AGREE TO MEET THE FOLLOWING:**

### 1. STAFFING

Prior to engaging Young People in DofE Activities in any capacity, ensure that all of the Centre’s Personnel (including volunteers) have current enhanced Criminal Records Bureau (“DBS”) disclosure in accordance with The Rehabilitation of Offenders Act Exceptions Order 1975 and the Safeguarding Vulnerable Groups Act 2006 and that checks are carried out in accordance with all applicable legislation and the Secretary of State’s Code of Practice under section 122 of the Police Act 1997 and any amendment thereto.

- Appoint a DofE Centre Co-ordinator who will be the contact between the Centre and the Operating Authority. The DofE Centre Co-ordinator will have regular contact with the Operating Authority which will include updates of how the Award group is progressing;
- The DofE Centre will ensure that they have sufficient staff (voluntary or paid) to run DofE activities safely and in accordance with DofE and SCC requirements;
- Ensure the DofE Centre Co-ordinator attends the required training and updating opportunities, as offered by the Operating Authority and Regional / National DofE;
- All appointed DofE Co-ordinators (and other leaders at the discretion of the centre) must arrange to undertake the Operating Authority’s Induction programme for new DofE staff – ‘Introduction to DofE’ (IttDofE);
- All newly appointed Centre Co-ordinators, and other leaders as deemed eligible by the centre, must also arrange to undertake the eDofE induction training;
- The DofE Centre Co-ordinator must maintain an up to date list of all appropriately qualified supervisors and assessors and make this available for inspection by the OA upon request.
- The DofE leaders will help and support the young people with their Award Programme, including eDofE and updates to the DofE Advisor.

### 2. MEETINGS, COMMUNICATION & PRESENTATIONS

- We ask that all meetings at the request of the centre including purposes connected with technical assistance or training regarding the online recording system (eDofE) are booked as much in advance of the visit as possible, except in an emergency;
Newly appointed DofE Centre Co-ordinators will meet with a DofE Advisor nominated for that purpose up to three times in the first year of their appointment as part of the induction and monitoring arrangements for DofE;

The DofE centre must provide its participants with the opportunity to have their Awards formally recognised, either in-house or at any wider borough or area event;

If the DofE centre or group has young people who have achieved their Gold Award, the DofE Centre Co-ordinator will ensure that the group is represented at the Gold Award Presentations (GAP) in order to support their Gold achievers (this event is organised and hosted by the National DofE office);

Wherever possible, and if appropriate, the DofE centre will log onto facebook.com, search and ‘like’ DofE Surrey or the on-line Yammer forum for the purpose of communicating regular information, examples of good practice and uploading interesting features.

3. INSURANCE

- The DofE Centre will ensure that they have adequate insurance cover for all aspects of DofE organised by them including third party liability;
- The SCC DofE Manager can at any time request to see proof of the DofE Centre’s Insurance.

4. EXPEDITIONS – Centre organised

- All staff involved in the support or delivery of the expedition section must make themselves familiar with Surrey County Council Guidance for Offsite Visits and Related Activities (including DofE) 2017;
- The DofE Centre will accept legal responsibility for any Assessor and/or Supervisor whilst performing their role within, for and on behalf of the Centre;
- The DofE expedition Party Leader will ensure that an educational visits online submission (Evolve) is made to the Operating Authority within a reasonable timescale, or if not using Evolve, ensure that approval is granted from the Centre’s Head Teacher or recognised Head of Establishment;
- The DofE Centre Co-ordinator will ensure, together with the Education Visits Co-ordinator (EVC), that all staff holding the required technical outdoor qualification with regard to the location of any expedition, make this clear if using the Evolve system where the DofE centre has access to the system;
- DofE staff and volunteers must comply with the competencies and qualifications required to deliver or support any DofE expedition or any other outdoor activity operating under the SCC Operating Authority Licence;
- Centre Co-ordinators will ensure that all expedition applications are submitted through their respective approvals systems well within the specified time periods. This is to allow time for any amendments to be made if necessary before compliance is achieved. Expeditions that do not comply will not be authorised by the Operating Authority.

5. EXPEDITIONS organised through a DofE Approved Activity Provider (AAP)

For centres, schools and groups that decide to engage an AAP to organise or run all or part of their expedition, the DofE Centre Co-ordinator must understand that Surrey County Council as a Licence Holder of DofE cannot accept any responsibility for any
AAP training programme, including all aspects of safety, the adequacy of training and emergency procedures. Nor can we endorse, take any responsibility for or comment on the suitability of the adult personnel involved. These responsibilities rest with the organisation or provider planning and delivering the training course and you must satisfy yourself that these are in place and appropriate.

However, if your DofE centre/school does decide to engage with any AAP we can give advice as to the appropriateness of any accreditations or badges AAPs hold and display on their marketing material and give guidance as to what questions to ask. For expedition providers operating in remote terrain (usually only at DofE Gold level), you should also check via your DofE centre/school that the AAP holds an appropriate Adventure Activities (AALA) Licence together with a Learning Outside the Classroom Quality Badge (LOtC QB).

6. PROCESSING of eDofE ACCOUNTS
- The DofE Centre Co-ordinator will keep a record of all Participation Places purchased, Awards gained and DofE participants in their Centre (usually via eDofE);
- The DofE Centre Co-ordinator will make young people and their parents / carers aware that their personal details will be shared with Surrey County Council as the DofE Operating Authority and that their details will be held on SCC and DofE electronic and paper databases;
- The DofE Centre Co-ordinator must support the young people through the DofE online recording system (eDofE);
- All Awards must be completed online via eDofE and for all new entrants.

_MONITORING, EVALUATION AND RECORD KEEPING_
- The DofE Centre Co-ordinator will keep accurate records of all staff approved to deliver any DofE activity within the Centre;
- The DofE Centre Co-ordinator will provide any other information from time to time as required by the Operating Authority;
- The DofE Centre will work towards a minimum of 50% of young people who enrol with them, completing their DofE Award within 6 months of the earliest completion date appropriate to the level of their Award.

_FUNDING AND FINANCE_
- The DofE Centre will provide funding for the activities within their centre, which can come from charges to participants or other sources as agreed within the centre;
- The DofE Centre will pay all accounts owed to the Operating Authority within 28 days;

_ACCESS TO DofE_
- The Centre will ensure that DofE is made available as widely as possible within the DofE age range in their group/school, subject to available staffing and resources. The level of staffing and resources available to deliver DofE safely should be appropriate to the activity being undertaken;
- The DofE Centre will ensure that publicity material is available to any participant, parent/guardian or other interested parties.
TRAINING
- The DofE Centre will ensure that all staff undertake the necessary training, as deemed appropriate to maintain the correct level of safety and quality of DofE for all young people enrolled at their Centre;
- All new DofE Centre Co-ordinators will undertake the ‘Introduction to DofE’ (IttDofE) induction course delivered ‘in house’ usually at the DofE centre by arrangement with the OA within the first term of their appointment as well as other appropriate training events (see above);
- SCC will provide one centralised Visit Leader Training course per year validated by the Outdoor Education Advisors’ Panel (in lieu of ESTC).

CENTRE DEVELOPMENT PLAN and ASPIRATIONS
The Centre will agree, in consultation with the nominated SCC Advisor, an outline Development Plan to cover the 3-year period of this Agreement, outlining such as:

- Enrolments (potential % increase per year);
- Staffing requirements;
- Completion rate (aiming for 50% per year);
- Levels - add levels as and when appropriate with due regard to staffing, safety and capacity to deliver.

To be reviewed annually for the duration of this Agreement.

THE OPERATING AUTHORITY will agree to:

MEETINGS AND REPORTS
- The DofE Manager will appoint a local SCC DofE Advisor to meet with a newly appointed Centre Co-ordinator for up to 3 times during the first year of their appointment, post IttDofE, offering ongoing advice, support & guidance, and the passing on of important information in accordance with a pre-agreed agenda.

INSURANCE
- The Operating Authority will ensure it has adequate third party insurance cover for all activities directly involving all young people, leaders and volunteers directly involved in DofE activities under the SCC Licence;
- Will provide advice and information on insurance matters for individuals, centres and groups.

EXPEDITIONS
- Where applicable, SCC will check all non-remote and remote terrain (formally ‘wild country’) expedition applications via Evolve and approve those that comply with SCC policies and guidance (approval will be through the SCC Outdoor Education Advisor);
- SCC will check and confirm that all remote terrain and overseas (usually at Gold level) expedition applications by centres NOT using Evolve comply with DofE requirements via the SCC EX4 Form and DofE Blue Form respectively;
- Will visit and monitor a random sample of expeditions to ensure that they comply with DofE expedition requirements;
- Will provide advice and support on amending or rearranging any expedition that cannot be approved.
PROCESSING of eDofE
- The Operating Authority will issue all Participant Welcome Packs and other requested materials within 30 days of the order from the Centre being received (subject to availability from the suppliers);
- The Operating Authority will check all eDofE accounts presented to them for an Award and verify or refer as appropriate;
- The Operating Authority will provide certificates and badges for all participants who successfully complete their Award delivered to the centre at a time made by arrangement with the centre.

MONITORING, EVALUATION AND RECORD KEEPING
- The Operating Authority may arrange to make impromptu visits to centres, or request additional information, as part of monitoring the quality of DofE delivery;
- The Operating Authority will feed back their findings to the Centre within 30 days of any visit taking place.

SUPPORT AND ADVICE
- SCC will ensure the DofE Centre Co-ordinator has access to the Surrey DofE Team via e-mail, mobile and/or office landline;
- One of the DofE team will meet with a new Centre Co-ordinator up to 3 times in their first year of appointment to monitor compliance with the SLA and the quality of the Award at the DofE Centre;
- The Operating Authority will direct the Centre to where appropriate publicity and other marketing material can be obtained/purchased, upon request;
- Will produce and distribute news-letters as required to Centre Co-ordinators during advertised school term-time;
- Will maintain a social media ‘Facebook’ presence that will be regularly updated with advice, guidance and examples of good practice, and as an informal communication channel between all stakeholders.

FUNDING
- Inform DofE Centres of possible funding sources;
- Offer written support to the Centre for any external applications for funding if requested.

TRAINING
- Provide induction training (IttDofE) free of charge for all new DofE workers;
- One centralised OEAP Visit Leader Training course annually (cost TBC).
- Expedition Assessor Accreditation Scheme (EAAS) training as required (those unable to attend SCC DofE courses are asked to book onto a regional course - please go to www.dofe.info [under the opportunities finder] for dates and venues).
TERMINATION OF THE AGREEMENT BY THE OPERATING AUTHORITY

This agreement is issued to the DofE Centre on the grounds that both parties adhere to the requirements placed upon them, and is in force for the period of time stated at the bottom of the Agreement, normally on an annual basis (April 1st – March 31st).

The Operating Authority will terminate the agreement by giving 3 (three) months written notice to the Head of the DofE Centre stating the reasons why the decision was taken.

In the event that the DofE centre becomes Directly Licenced to DofE SERO for whatever reason, this agreement will be deemed to have lapsed at the point of transition.

The Operating Authority may terminate the agreement for reasons such as:

- The DofE Centre Leader fails to help and support the young people with their programme, including eDofE support and updates to the DofE Manager;
- The DofE Centre Leader fails to respond to the DofE Manager’s emails, phone calls or letters;
- The DofE Centre fails to adhere to the health & safety requirements of the Operating Authority;
- The DofE Centre enters into an activity that Surrey County Council considers inappropriate to young people and DofE;
- The DofE Centre has not nominated a specific Centre Co-ordinator;
- The Operating Authority fails to hold an Operating Licence;
- The DofE Centre Co-ordinator eDofE account lapses, which means that the Centre Co-ordinator has not accessed their eDofE account for 6 months resulting in no support for the young people within their Award Group.

TERMINATION BY THE DofE CENTRE

The DofE Centre can terminate the agreement by writing giving 3 (three) months notice to the Surrey County DofE Operations Manager. The DofE Centre will then provide details of all current DofE participants so that they can be offered support by other means.