



IAM APPROVED EXAMINATION VENUES

Code of Practice

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Background

1. This Code of Practice (CoP) in its latest amended version applies to all parties involved in the IAM Approved Examination Venue (AEV) Scheme. Users are recommended to ensure that they are in possession of the current issue of the Code: confirmation of the current version can be obtained from the IAM at any time.
2. Any query regarding interpretation of this Code of Practice should be referred in the first instance to the IAM Chief Operating Officer via Office@theIAM.org.
3. A number of documents are referenced throughout this Code of Practice. For the order of doubt the order of precedence, with the most senior first, is:
 - The Examinations Board Examination Regulations.
 - The Examinations Board Approved Examination Venue Requirements.
 - The IAM Approved Examination Venue Technical Requirements.
 - The IAM Code of Practice since this enforces the preceding documents.
4. IAM AEVs are those organisations having satisfied the IAM with regard to the provision of the specified necessary resources for offering and managing examination sessions in connection with IAM qualifications.
5. IAM AEVs are expected to provide access to candidates for IAM examinations according to the examination timetable issued by the IAM.
6. Approval as an IAM AEV is based on entry requirements intended to be reasonable and appropriate, as is the method of excluding or removing organisations that fail to meet or maintain an acceptable standard or performance. It is in the interests of all parties that the 'IAM Approved Examination Venues' title is not devalued.

The Code of Practice

Commitment to comply with the IAM AEV Code of Conduct

7. For the duration of its appointment the AEV shall be subject to the IAM's Code of Conduct (CoC) and all relevant Codes of Practice.
8. The AEV shall take care in particular not to infringe the requirements relating to the use of and reference to the IAM's brand and logo and devices and shall obtain permission from the IAM in writing concerning how and where such marks may be used.
9. The AEV shall ensure that all relevant clients and staff and agents are familiar with this CoP and adhere to the specifications and requirements of the CoP. They should also be familiar with documents produced by IAM Examinations Board, namely, the Examination Regulations, the Approved Examination Venue Requirements, and the Guidance for Candidates.
10. If the AEV becomes aware or suspects that there will be or has been any breach of any relevant IAM Code of Conduct or Code of Practice it must inform the IAM in writing without delay.

Commitment to satisfy the criteria for AEV acceptance

11. No prospective AEV shall apply for appointment as such unless it has good grounds for believing that it can provide evidence to satisfy all the criteria for appointment. The IAM does not undertake to consider applications from individuals or organisations that it has reason to believe cannot meet these criteria.

12. After appointment the AEV shall:

- i. Use its best endeavours to maintain sufficiently high standards to protect the reputation of the IAM and of its own services;
- ii. Ensure that all services offered with regard to examination sessions for IAM Qualifications are in accordance with the approach approved at appointment as an AEV;
- iii. Notify the IAM of any intended or actual changes of significance in its approved services or resources;
- iv. Certify annually (and more often if requested) to the IAM that it is providing services and resources according to CoP processes and that in the event of temporary inability to comply obtains from the IAM in writing a dispensation or temporary suspension of its appointment; and
- v. Notify the IAM of any complaints of substance relevant to the role of the organisation as an AEV.

15. Failure to observe this Code of Conduct and conditions of website listing may result in the listing and/or the AEV appointment being withdrawn.

Criteria for AEV appointment, continuation and renewal

16. The AEV shall confirm that it is a financially viable organisation with the resources necessary to provide the services and resources necessary for offering examination sessions to candidates. The AEV must be willing to provide documentary evidence to the IAM if required, to reinforce such confirmation.

17. The AEV shall pay promptly any fees owing to the IAM.

18. The AEV agrees to provide candidates using the services of the AEV the opportunity to provide independent feedback to the IAM. A copy of any such feedback received by the IAM will be sent to the AEV and a copy will be kept on file by the IAM.

19. The AEV shall grant the IAM the right to inspect quality, audit and registration records.

20. The AEV shall grant the IAM the right to appoint an independent verifier to check any relevant aspect of the services and resources of the AEV on a random sampling basis.

21. The AEV agrees to provide the IAM with all relevant data, as specified elsewhere, according to agreed timetables and in agreed formats and in recognition of current relevant legislation regarding data protection and data security.

Resignation by an AEV

22. At any time the AEV may choose to resign as an IAM Approved Examination Venue. The AEV shall notify the IAM of such intention in writing no later than three months before the intended date of resignation, such notice period being required by the

IAM to enable alternative arrangements to be made for access by candidates to examination facilities.

23. An AEV resigning voluntarily shall certify in writing to the IAM that it has destroyed all materials bearing the IAM logo or other devices and marks and shall certify that it will ensure that no future prospective candidates or others believe that it holds AEV status.

24. An AEV resigning voluntarily shall issue a closure report to the IAM and certify in writing that all necessary and appropriate outstanding actions and arrangements for which it is responsible as an AEV have been satisfactorily achieved.

25. The IAM shall write to the AEV on satisfactory completion of these arrangements confirming this change and the AEV appointment shall not be free of these obligations until that time. The IAM will ensure that its own website and materials do not impute any criticism of the previous AEV or its capabilities and will record the start and end dates of any previous AEV appointment.

Termination of AEV appointment

26. The IAM may terminate AEV Status at any time in the following circumstances:

- a) Failure to observe the terms of this Code of Practice;
- b) Failure to observe the IAM Code of Conduct;
- c) Repeated client complaints and/or unsatisfactory findings from IAM inquiries regarding an unsatisfactory situation or state of affairs with the AEV;
- d) Evidence that the other activities of the AEV have brought or will bring the AEV scheme into disrepute;
- e) Persistent failure to pay monies owing to the IAM.

32. In the event that the IAM intends to terminate an AEV appointment it shall request formal discussion of the matter with AEV personnel in an attempt to reach a satisfactory outcome. In the event that the AC fails to engage the IAM shall be entitled to give notice to the AEV and terminate such appointment unilaterally and with immediate effect. The IAM shall also be entitled to take all reasonable measures to protect the Scheme and its own reputation, brand and logo/devices. This shall be conducted according to the Examinations Board procedures and appeals procedures as noted in the *Examinations Board Venue Requirements* document (Clauses 23-26), available from the IAM by contacting Exams@theIAM.org.

33. After termination the IAM shall state factually the situation on its website or in answer to external inquiry.

34. The IAM may also take disciplinary action under the IAM CoC.

Cessation of the Scheme

35. In the event that the IAM decides to bring the AEV Scheme to an end it will take all reasonable action to make all arrangements necessary for an orderly exit for all parties and will make public the circumstances causing cessation.

36. The IAM will not accept liability for any consequential or alleged losses or damages arising from cessation of the AEV scheme

Resolution of disputes

37. The IAM Board of Management is the body responsible for administering the Scheme and this Code of Practice and the Code of Conduct. The Chief Executive Officer, or Chief Operating Officer, of the IAM will make appropriate arrangements in the event of a dispute according to the processes then applicable. This shall be conducted according to the Examinations Board procedures and appeals procedures as noted in the *Examinations Board Venue Requirements* document (Clauses 23-26), available from the IAM by contacting Exams@theIAM.org.

38. In the event that the AEV cannot accept the conclusion reached by the IAM Board of Management and alleges that it, the AEV, has not been fairly treated, the IAM Council may undertake separately to review the issues.

39. In the event that the IAM cannot reach agreement with an AEV both parties will be free to pursue the matter as they see fit, at which point the erstwhile AEV will no longer be a Member of the IAM and the IAM's CoP and CoC and jurisdiction will no longer apply.

40. In the event of legal action being taken the IAM shall be governed by the prevailing relevant legislation and due processes that apply in England or, where appropriate, in the European Union.