



# Recognised Course Provider Scheme

## Handbook for Institutions



Chartered  
Institute of  
Arbitrators

**CIArb**

## Section 1 Introduction

This Handbook is designed for Institutions. For the purpose of this scheme, an 'Institution' is an educational establishment offering modules or qualifications in non-court dispute resolution.

The aim of the **CIArb Recognised Course Provider Scheme (RCP)** is to provide formal recognition to Institutions offering modules or qualifications in non-court dispute resolution and award a specific level of exemption to participants who complete an education programme with the Institution, in order for participants to progress to membership of CIArb.

There are several routes to CIArb membership and many participants undertake education programmes equivalent to CIArb programmes. CIArb wishes to ensure participants enter at the right point to match their knowledge and skills acquired from their previous qualifications. In doing so, CIArb provides participants with the quickest and easiest route to membership.

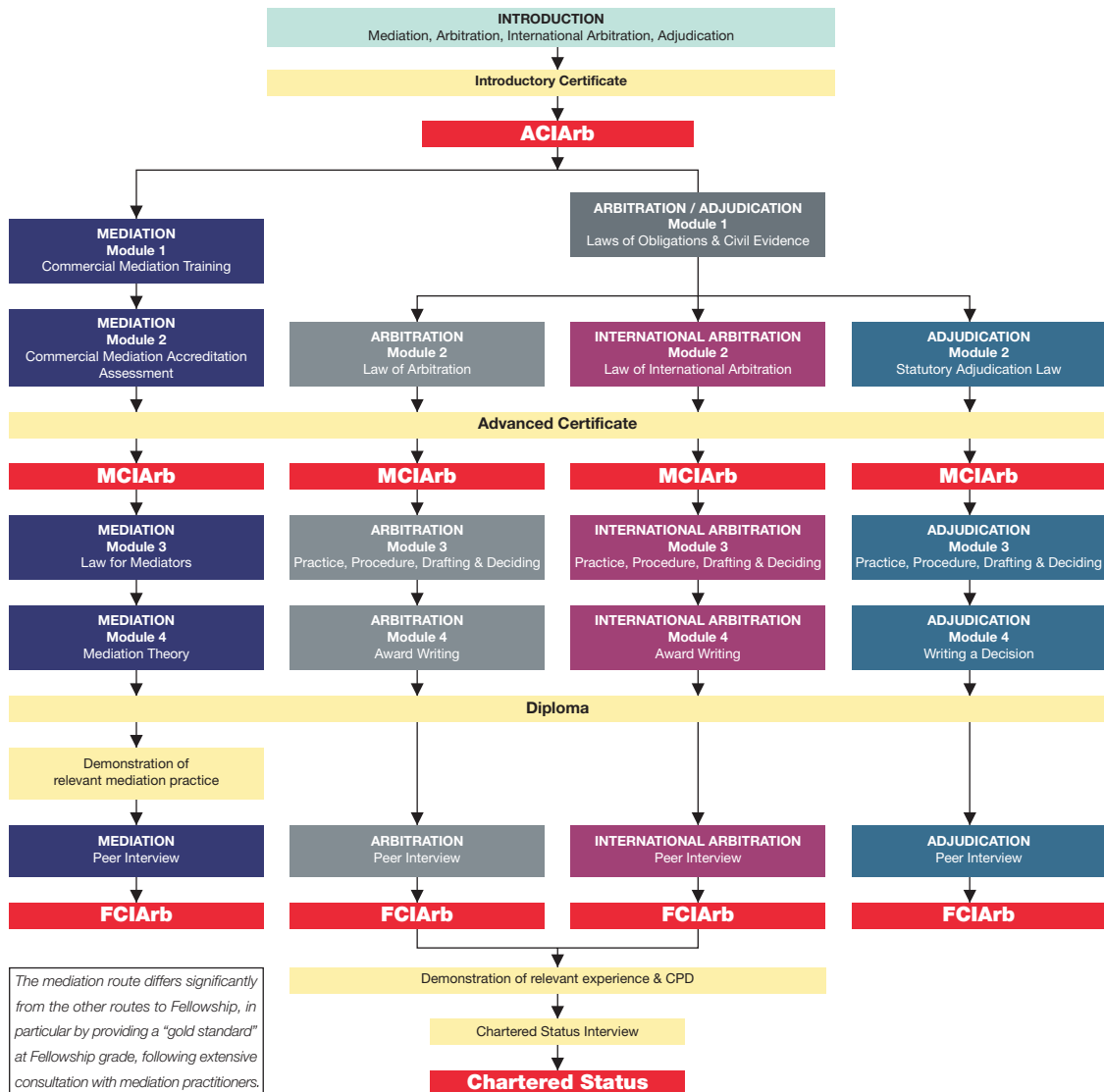
The Scheme is open to any educational Institution offering programmes with relevance to the CIArb professional Pathways programme. The CIArb Pathways programme is a world-class framework of knowledge and skills needed in order to be proficient in the field of non-court dispute resolution. It covers

the main disciplines of mediation, arbitration and adjudication. The programme provides the ideal platform to underpin and support development of professional experience in these disciplines, while also offering a tiered range of professional membership qualifications to provide public recognition for levels of expertise.

The structure of the Pathways programme is shown below. It provides a progressive route for newcomers to the field right through to advanced levels of knowledge and skill.

Extensive research and market analysis has gone into the design of the Pathways programme to meet market needs and develop a programme which is knowledge and skills based to cover a range of disciplines. The modules are currently offered by various means of delivery such as online, face-to-face and self study, as well as for in-house training options.

Institutions will be expected to demonstrate a high level of best practice and rigorous standards in line with CIArb educational standards, which cover a range of areas such as tuition, syllabus content, student support, facilities and administration.



## Section 2 Levels of Recognition

CIArb has three grades of membership – Associate, Member and Fellow.

To become an **Associate**, candidates are required to either:

- Successfully complete a CIArb Introduction Course
- Successfully complete a relevant course offered by a CIArb Recognised Course Provider
- Demonstrate relevant experience or learning in the field of non-court dispute resolution.

To become a **Member**, candidates are required to either:

- Successfully complete CIArb Modules 1 and 2 (in one of the four disciplines – mediation, arbitration, international arbitration or adjudication)
- Successfully complete a relevant course offered by a CIArb Recognised Course Provider
- Demonstrate relevant experience or learning in the field of non-court dispute resolution
- Successfully complete the Accelerated Route to Membership.

To become a **Fellow**, candidates are required to successfully complete one of the following options plus a Peer Interview\*:

- CIArb Modules 3 and 4 in one of the four disciplines – mediation, arbitration, international arbitration or adjudication
- A relevant course offered by a CIArb Recognised Course Provider
- The Accelerated Route to Fellowship
- The Experienced Practitioner Scheme.

*\*Individuals who choose to follow the Mediation Route will be required to demonstrate relevant mediation practice before progressing.*

Institutions must demonstrate that their course matches the relevant CIArb modules to be eligible for exemption. The recognition will allow participants who complete their course with the Institution to progress onto the relevant grades of CIArb membership.

## Section 3 Benefits

The **Recognised Course Provider** may benefit from:

- Professional recognition by CIArb in order to attract participants on the Institutions' course
- Rigorous quality and standards endorsed by CIArb
- Use of CIArb's RCP logo for promotional purposes.

The RCP's **Course Team** may benefit from:

- Networking opportunities with local members and branches
- Regular updates on news, reports, conferences and events related to non-court dispute resolution through the CIArb website, newsletters and mailing lists
- Free access to the CIArb module workbooks.

**Participants** on a course recognised by CIArb will be given the title 'CIArb Affiliate'. These participants will have an informal link with CIArb and may benefit from:

- Progression to CIArb membership on completion of the course
- Confidence in the quality and standards on the course
- Networking opportunities with local members and branches
- Access to a range of development tools on the CIArb website, such as:
  - Online information resources to include guidelines and regulations
  - Participation in specialist topic interest groups, surveys and polls
  - Study support zone to include reading lists, past exam papers and articles
  - ADR Networking Forum with other students
- Regular updates on news, reports, conferences and events related to non-court dispute resolution through the CIArb website, newsletters and mailing lists.

## Section 4 Requirements

To be eligible to apply for RCP status, the following areas will be assessed. Institutions will be expected to provide documentation to support each area.

REQUIREMENTS	DETAILS
<b>Institution</b>	The Institution must provide CIArb with a prospectus and annual report to demonstrate their principal activities (history, current position, finances, mission statement and reputation).
	The Institution must advise CIArb of any prior external endorsements/audits/reviews by other bodies, any links/sponsorships with other external bodies, such as universities or professional bodies and if there are any variant/associated courses in the UK or internationally with relevance to the course or related courses.
<b>Premises and facilities</b>	The Institution must provide comfortable and well designed premises and facilities to meet the needs of the course participants and the course team to include easy access to library and computer facilities.
<b>Course structure</b>	The course must be clearly structured in terms of duration, frequency, entry requirements and syllabus coverage, including minimum and maximum numbers of students on the course.
<b>Course team</b>	The Institution must have an experienced course team, to include examiners, moderators, tutors and administration staff to deliver and administer the course. CV's must be provided for the course team.
	The Institution must ensure the course team work in line with established quality assurance processes and contractual agreements.
<b>Course syllabus</b>	The Institution's course documentation must be structured in a balanced and coherent way to provide learning aims, syllabus content and learning outcomes.
	The course documentation must be matched against the CIArb syllabus, learning outcomes and weighting.
<b>Tuition and study programme</b>	The Institution must demonstrate a commitment to high standards by having a structured tuition programme, with a range of tuition methods across the course, well-planned lectures, handouts, presentation materials, exercises and interactive sessions.
<b>Student support</b>	Institutions must have a system in place designed to meet and support participants with any queries, and demonstrate a commitment to continuous improvement.
	All participants must be issued with guidance on the processes involved when participants provide feedback.
<b>Quality assurance</b>	The Institution must have stringent quality assurance processes and mechanisms in place to administer cases of plagiarism, hardship, mitigating circumstances, feedback from examiners and moderators, problems in the delivery of the course, setting, marking and moderation of assessments. These issues must be highlighted in the participant regulations and assessment guidelines, which should be distributed to all participants.
	The Institution must publish clear assessment methodologies for the course.
	The Institution must provide copies of past assessment papers for the last 2 years (if applicable).
<b>Marketing</b>	The Institution must ensure all promotional materials, content and nomenclature are clear, concise and accurate. Any materials that make reference to CIArb must be approved by CIArb.
<b>Success and progression</b>	The Institution must make statistics available to demonstrate a breakdown of the trend over the last 3 years, to include success and failure rates.
	Institutions must demonstrate commitment to future development and innovation. There should be a process for advising students of the way forward, through university or CIArb membership.
<b>Complaints procedure</b>	The Institution has a formal complaints policy in place, where complaints are fully investigated, tracked to monitor progress and demonstrate resolution within set timeframes.

## Section 5 Fees

The **assessment fee** is the fee payable to CI Arb in order to receive exemption from the relevant modules and the listed benefits in the Handbook.

The assessment fee is on an individual course basis, and is required to be paid every three years. All fees are non-refundable.

Institutions in developed countries, who offer more than one course and have paid the full assessment fee for the first course, will be eligible for a 25% discount on each subsequent course. Discounts are only available for courses at Member and Fellow grade.

Institutions must submit the assessment fee in two stages:

- A **pre-assessment fee**, which is a sum of 50% of the total assessment fee to be submitted with the application, in order for CI Arb to be able to process the application.
- A **post-assessment fee**, which is the remaining sum of 50% once the application has been approved. CI Arb will invoice the Institution for this fee.

	Developed Countries	Developing Countries
<b>Introduction Module ASSOCIATE</b>	£400	£200
<b>Module 1</b>	£900	£450
<b>Module 2 MEMBER</b>	£1400	£700
<b>Module 3</b>	£1900	£950
<b>Module 4</b>	£2400	£1200
<b>FELLOW</b>		

Please refer to the application form for methods of payment. Fees are subject to VAT.

## Section 6 Application Process – New Applicants

Applications are welcome at any point in the year from Institutions. Application forms can be obtained online at [www.ciarb.org](http://www.ciarb.org), or to obtain a paper based version of the application, please contact the CI Arb Education and Training team.

Institutions wishing to apply should complete the application form and enclose any documentation in support of the application. To enable the application to be processed promptly, please submit the application form, with the correct pre-assessment fee and match all documentation with CI Arb requirements.

On receipt of the application, the Education and Training team and Recognition Panel will assess the documentation provided. Institutions will be contacted if clarification or additional documentation is required. Once a decision has been made, the Institution will be contacted in writing with confirmation of the decision. Pre-approval visits may be necessary in some cases.

The Recognition Panel comprise of a group of experienced individuals, who hold a wealth of knowledge and work experience in alternative dispute resolution, educational standards and accreditation.

### Approval of the Application

Once the application has been approved, Institutions will be invoiced for the post-assessment fee. On approval, Institutions will receive:

- **'RCP'** status for 3 years.
- A **formal recognition letter**, which will state the period of agreement and terms and conditions upon which the approval is based. The terms and conditions must be adhered to during the period of agreement.
- A **certificate of recognition**, which declares the recognition of a leading course provider in partnership with the Chartered Institute of Arbitrators.
- Access to all the listed **benefits**, to support the RCP and their participants.

### Rejection of an Application

CI Arb reserves the right to decline any new applications where the requirements have not been met. If an application is unsuccessful, a letter will be sent out which will detail the requirements that were not met and recommendations on what is necessary in order to re-submit the application. Institutions may re-apply to join the scheme after action has been taken to rectify the missing requirements. CI Arb will endeavour to provide guidance and assistance to an Institution wishing to re-apply to join the scheme.

## Section 7 Application Process – Existing Applicants

### Annual Update

CI Arb is responsible for ensuring high quality and standards are being maintained throughout the period of agreement. Therefore, all RCPs receive an Annual Update Form, which must be completed, enclosing any documentation in support of the application and sent back to CI Arb.

The aim of the Annual Update is to ensure RCPs are complying with CI Arb's requirements and acting in good faith. Visits may be necessary in some cases.

### Renewal

Prior to the end of the three year period of RCP status, Institutions wishing to renew their RCP status with CI Arb should re-apply to join the scheme. Institutions will be required to complete the Annual Update Form as normal. On receipt of the Annual Update Form and supporting documentation, the Education and Training team will advise the Institution on the next step to re-apply.

Once the application has been approved, Institutions will receive 'RCP' status for 3 years, a formal recognition letter, a certificate of recognition and access to all the listed benefits, to support the RCP and their participants.

Renewals may be subject to changes in fees and benefits from their existing arrangement. Further information can be obtained from the CI Arb Education and Training team at the time.

### Rejection / Withdrawal of an Existing Application

CI Arb reserves the right to decline any renewal application or withdraw RCP status from an Institution where CI Arb's requirements have not been maintained and / or the terms and conditions below have not been adhered to.

If a renewal application is unsuccessful, a letter will be sent which will detail the requirements that were not met and recommendations on what is necessary in order to re-submit the application. Institutions will be removed from the list of RCPs, and will not be permitted to receive the benefits or associate themselves with CI Arb. Institutions may re-apply to join the scheme after action has been taken to rectify the missing requirements.

In the event of either CI Arb or the RCP exercising the right to withdraw from the scheme, appropriate arrangements will be made to ensure participants receive CI Arb membership on completion of the course.

## Section 8 Marketing

### Promotional Materials

Any promotional materials making reference to CI Arb must be accurate, positive and unambiguous.

CI Arb must approve the content of all promotional materials. RCPs are advised to submit materials in draft form for approval before going to final print. CI Arb will refuse any materials that it deems to be unacceptable.

RCPs may make reference to their status in promotional materials once their application has been approved.

### Use of RCP Logo

RCPs will be provided with a RCP logo, and be permitted for the duration of this agreement to reproduce the logo on papers and all their materials for promotion of or use in the course. No reproduction for any other purpose is permitted.

The logo must be used appropriately, and may not be edited or altered in colour.

The logo can be used to promote the partnership between CI Arb and the RCP, and the courses and membership offered by both parties.

The RCP must seek the prior approval of CI Arb of any papers and their promotional materials containing the logo.

## Section 9 Complaints Policy

CI Arb is required to ensure Institutions are providing a high quality educational experience for its participants, maintained by appropriate academic, administrative and support services and facilities. However there will be instances when participants may feel dissatisfied with the teaching, learning, facilities or services provided, or with the way the Institution, its participants or its staff have acted or omitted to act.

A formal complaints policy must be in place, which is clear and effective, and sets out how participants may seek to have complaints addressed. It should be recognised that participant complaints can be handled fairly, amicably, and to the satisfaction of all concerned without recourse to the policy. However, the aim of the policy is to deal with complaints in a fair and prompt manner.

Complaints must be kept confidential at times, and be fully investigated and administered within set timeframes. Complaints can be resolved through both informal and formal means to reach an outcome. RCPs will be expected to demonstrate a tracking system to log and monitor progress, demonstrate resolution and provide a clear and evident audit trail.

It is the responsibility of the RCP to action complaints and ensure the complaint is resolved. CI Arb will monitor, on an annual basis, complaints which have been referred to the RCP.

## Section 10 Terms and Conditions

### CLAUSE 1 INTERPRETATION

Any doubt, ambiguity in these terms and conditions shall be resolved solely by CIArb.

### CLAUSE 2 CERTIFICATE OF RECOGNITION

The recognition contained in the Certificate is personal to the Institution and the specified course and may not be assigned, licensed or transferred by the Institution to any other person or organisation.

### CLAUSE 3 EXEMPTIONS

Students who have successfully taken a recognised course with the Institution may be exempted from CIArb examinations and admitted to CIArb Associate, Member or Fellow grade depending on the level of recognition and special conditions applicable.

### CLAUSE 4 POLICY

CIArb reserves the right to change the policy of the RCP scheme at its discretion for the next period.

### CLAUSE 5 USE OF THE CIArb LOGO OR NAME

The CIArb logo or name is not to be used outside the period of agreement and without prior written approval of CIArb.

### CLAUSE 6 ASSESSMENT FEE

Under no circumstances will the assessment fee be refunded. CIArb reserves the right to revise and change assessment fees for the next period.

### CLAUSE 7 COURSE DELIVERY

The Institution is responsible for providing all equipment and materials necessary for the provision of the course. Any materials provided by the Institution will be of an appropriate standard and suitable for their purpose. Under no circumstances will CIArb be responsible for delivering the Institution's course.

CIArb reserve the right at any time to request evidence related to the content of course. Any requests for additional information must be submitted within 30 calendar days of receipt of the request.

### CLAUSE 8 ANNUAL UPDATE

CIArb reserves the right to monitor the Institution for quality assurance purposes. Institutions will be required to complete and return an Annual Update form within 30 calendar days of its receipt. The Annual Update form will monitor a range of areas such as tuition, syllabus content, student support, facilities and administration.

### CLAUSE 9 CONTRACT TERM AND RENEWAL

This agreement shall be for three years from the date of the issue of the Certificate. Before the end of the three year period, CIArb will issue a renewal reminder should the Institution wish to renew their RCP status. If the renewal notification is returned, the renewal process will begin in accordance with applicable policy approved by CIArb when evaluating the application for renewal. If the application by the Institution is rejected by CIArb, this agreement shall lapse.

### CLAUSE 10 TERMINATION

CIArb reserves the right to terminate an Institution's RCP status if there are any changes, alterations or modifications to the course structure, syllabus content, assessment criteria or quality assurance arrangements.

CIArb reserves the right to terminate the agreement and RCP status if the Institution is in breach of any of its obligations under this agreement (comprising the Handbook and these Terms and Conditions).

### CLAUSE 11 LIABILITY

CIArb shall in no circumstances be liable to the Institution for anything relating to or in connection with the course for any direct, indirect, economic or consequential loss. If CIArb suffers any loss owing to a breach of these terms and conditions, the Institution agrees to indemnify CIArb for any such loss.

### CLAUSE 12 THIRD PARTY RIGHTS

These terms and conditions are not intended for, nor shall they be for the benefit of or enforceable by, any third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are specifically excluded.

### CLAUSE 13 DISPUTE RESOLUTION

Any dispute arising out of or in connection with this contract shall, at first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within fourteen days, either party, upon giving written notice, may apply to the President or the Deputy President, for the time being, of the Law Society of England and Wales, for the appointment of a mediator.

Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty eight days thereof, apply to the President or the Deputy President, for the time being, of the Law Society of England and Wales, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.

### CLAUSE 14 ACCEPTANCE OF TERMS AND CONDITIONS

The Institution's application is made subject to the requirements in this Handbook and these terms and conditions.

By signing the application form, the Institution agrees to be bound by the Handbook and these terms and conditions.

The contents of this Handbook and these terms and conditions shall apply to and be incorporated in the agreement for RCP status between the Institution and CIArb.

For more information about the RCP Scheme,  
please contact the **CI Arb Education and**

**Training team:**

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**F:** +44 (0)20 7404 4023

**E:** education@ciarb.org

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