T-LEVELS | Institute for Apprenticeships & Technical Education

T Level Branding Guidelines

(October 2020)

T Level Branding Guidelines

1 Introduction

1.1 T Levels are positioned as a high-quality technical qualification for 16 to 19-year olds which is approved and managed by the Institute for Apprenticeships and Technical Education (the 'Institute'). The T Level brand has been devised to ensure that Government, Awarding Organisations, Employers, Suppliers, Providers (schools and colleges), Students, and others involved with the qualification, support and promote T Levels in a positive manner that inspires confidence.

1.2 The Institute's T Level Branding Guidelines, including supporting annexes (the 'Guidelines') are essential reference material for all Suppliers responsible for the delivery of the Technical Qualification (TQ) component of the T Level qualification.

1.3 For simplicity, the registered trade marks associated with the T Level brand are referred to in the Guidelines as the 'T Level Marks' and are as follows:

- The word 'T Level';
- The Department for Education's (DfE's) 'T Level' logo (in black);
- The Institute's name and accompanying flower logo (in blue); and
- the respective Supplier's corporate name and logo.

1.4 These Guidelines set out essential information as to how the T Levels Marks should be used in: a) TQ materials and b) other T Level communications including for marketing, advertising and promotional purposes.

1.5 These Guidelines are subject to reasonable development. They adopt many of the general principles which apply in relation to good branding practice, and where they are developed further the Institute intends that they will, in terms of general principles, be similar in many respects to commonly used branding guidelines.

2 General principles for use of the T Level Marks

2.1 When using the T Level Marks, Suppliers (and any other authorised users, such as Providers) must comply with these Guidelines (in addition to any other requirements of the TQ Contract.

2.2 The T Level Marks must be used by Suppliers on the front/landing/home page **only** of all key TQ documents and supporting resources, in accordance with and in the form set out at **Annex 1**.

2.3 Nothing in these Guidelines is intended to restrict the use of the text mark 'T Level' where that use is necessary to indicate the intended purpose of a product or service and is in accordance with honest practices in industrial or commercial matters. (This does not apply, unless authorised and used in accordance with these Guidelines, to the use of the T Level logo.)

2.4 By way of example, use to describe the relevance or purpose of a text book or support materials for a specific technical education qualification forming part of a T Level is generally acceptable, but any such use which is liable to confuse third parties as to whether the relevant T Level is approved, managed or otherwise controlled by a party other than the Institute, or that the text book or support materials are approved by the Institute would not be acceptable.

2.5 The Secretary of State for Education, or the Institute under delegation by the Secretary of State for Education, shall have the exclusive power to issue certificates of award and statements of achievement (and equivalent documents, excluding a breakdown of attainment) within the T Level Programme. It is intended that such documents will include the Supplier's name but not the Supplier's logo.

2.6 Suppliers must not issue any document bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement' or its substantial equivalent to which, or in respect of which, any T Level Mark is applied or used, or otherwise apply the T Level Marks to, or create an association with any T Level or TQ with any document or material bearing the title or name, or described or represented as, a 'certificate' or 'statement of achievement'" or its substantial equivalent.

2.7 Suppliers must use the T Level Marks on all *Mandatory Marked Materials* used in the operational delivery of the TQ. The documents classified as *Mandatory Marked Materials* are listed in **Annex 2.**

2.8 *Mandatory Marked Materials* should include a descriptive qualification name, as determined and/or mutually agreed by the Institute and the Supplier, in line with the TQ Contract and these Guidelines e.g. [technical qualification] in x Subject".

2.9 Suppliers must ensure that it is clear that any T Level, or qualification associated with a T Level (such as the TQ), is a qualification approved and managed by the Institute.

2.10 T Level Marks must not be used on any materials which relate to a T Level or TQ which has been wholly or partly superseded, unless the material is equally prominently identified as such.

2.11 Suppliers must, on request from the Institute, submit copies of any material where their name or branding, or any other trade marks or branding are used and/or in association with a T Level or a TQ.

2.12 Suppliers must not promote that, or give the impression that, any of its other qualifications - similar or equivalent – are linked to the TQ or T Level qualification i.e. other Level 2, 3 or 4 qualifications.

3 Intellectual Property Rights (IPR) and the TQ Contract

3.1 Full details of Suppliers' rights and responsibilities in respect of IPR are set out in the TQ Contract, and Suppliers should pay particularly close attention to clause 12 Intellectual Property Rights; Schedule 14 Form of Assignment and License; and Schedule 16 Logos and Trademarks – T Level Trade Mark Licence.

3.2 Providers engaged with the T Level qualification may use the T Level Marks but it is the responsibility of Suppliers to ensure that they comply with these Guidelines and the TQ Contract.

3.3 Suppliers should note that the T Level Marks are registered trade marks; any breach could lead to an action for trade mark infringement (as well as other consequences under the TQ Contract).

4 Advertising, marketing and promotion

4.1 Suppliers must ensure that any advertising, marketing and promotion products or services i.e. those activities outside the scope of the core TQ delivery component, do not undermine or diminish the reputation, image and prestige of the T Level Marks when used in any such aforementioned activity e.g. media advertising.

4.2 Suppliers may use the T Level Marks in relation to *Brand Licensed Products or Services* set out in **Annex 3**, in accordance with (and subject to) the terms of the TQ Contract and these Guidelines.

4.3 Suppliers must not give the impression that their visual identity is being used as a distinct brand, trade mark or designation of origin for any materials, including for activity defined as *Brand Licensed Products or Services.*

5 Style, positioning and form of T Level Marks

5.1 Suppliers must ensure that, except for the T Level Marks, no other trade marks, logos, banners or graphics are to be presented and/or affixed to any materials which relate to a T Level or TQ.

T Level Marks on TQ Materials

5.2 The T Level Marks should be included on the front page only of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at **Annex 1**.

5.3 The T Level Marks should be acknowledged on the final page of the TQ materials (whether in paper or digital form) in accordance with and in the form set out at **Annex 1**.

T Level Marks on other T Level communications (including for marketing, advertising and promotional purposes)

Positioning/Layout:

5.4 T Level Marks may be represented in the form of a logo or graphic image ("**Logo Mark**"); or as an isolated word mark ("**Isolated Word Mark**"); or as a text or word

mark[1] used within relevant text ("**Text Mark**") as described below. There are some common requirements in relation to each type of use (sections 6 to 8 - "No mixing", "Prominence" and "Acknowledgements") and some requirements which differ depending on the form in which Suppliers plan to use the mark (set out below).

5.5 Use of the word mark may also be made in oral form. The same principles should, so far as practicable, apply to oral use of any T Level Marks i.e. if appropriate, the respective changes being proposed are applied consistently.

5.6 Where it is used otherwise than in text form, the form in which the Supplier reproduces the logo or graphic should conform precisely to the logo and graphic forms designated by the Institute.

5.7 **Logo Mark**:

- Suppliers must use the Logo Mark in precisely the form and subject to any requirements set out in **Annex 1**;
- Suppliers must not change the colours, or skew, stretch or angle the logo, or distort, add a border or otherwise alter the logo in any way;
- Suppliers must ensure that the logos are always clearly separate from any other material, and in particular that it has a clear space surrounding the logos, as illustrated, specified or referenced at **Annex 1**.
- Suppliers must not resize the logo, unless resizing is permitted in accordance with these Guidelines.

5.8 **Isolated Word Mark**

- Suppliers must use the fonts and size ranges of font set out in or referenced in these Guidelines;
- Suppliers must use only the colours and weights set out in or referenced in these Guidelines;
- Suppliers must not use underlining;

[1] Text form includes in spoken text

- The words should have initial capitalisation (only) and no other punctuation etc. “T Level” is acceptable; “T LEVEL”, “T level” or T-Level” are not acceptable; and

- Suppliers must not use the Isolated Word Mark as a watermark.

5.9 **Text Mark**:

- Suppliers must use the Text Mark in the same font as the surrounding text; and

- Suppliers must acknowledge its first use in the text as noted under paragraph 5.15 (Acknowledgement) of these Guidelines.

<u>No mixing/combination/background use</u>

5.10 Suppliers must ensure that the T Level Marks are always clearly separate from any other trade mark or name used in the same document. In particular:

- Suppliers must not use their trade mark mixed or combined with any other trade mark or name such that they could be seen or understood to be part of a single trade mark. For example, “the Mrs Blogs [Supplier] T Level” would not be acceptable use; and

- Suppliers must not combine a T Level Mark into a single logo or something which might be seen to be have a unitary character. For example:

is not acceptable.

- The T Level Mark and a Supplier’s mark should not be combined into a single logo or something which might be seen to be have a unitary character. For example:

is not acceptable.

- There should always be a clear separation between the T Level Mark and any other mark used by Suppliers or on any documents, and, when used as a logo or graphic, Suppliers should take account of any requirements for separation set out in these Guidelines.

5.11 Any use of a name given to the qualification element of a T Level (including any use of "TQ" as a reference to part of a T Level) should also only be such that it is always a clearly separate mark or name from any other trade mark or name used in the same document with any other trade mark or trade name.

5.12 Suppliers must not place a T Level Mark against a background colour, pattern or picture except as specified below:

- as set out in or referenced in **Annex 1** or as otherwise agreed in writing by the Institute, or specified in these Guidelines; or

- with imagery which is of a purely illustrative character, and does not suggest any other source or business connection, and is appropriate to the context and brand identity, and allows the entire mark to be clearly visible more prominently than such imagery, and complies with any other limitations notified by the Institute in writing from time to time,

and in any event any imagery must be consistent with the overall brand identity and values of the T Level Marks and the T Level Programme, and not be liable to bring the T Level Marks or the T Level Programme into disrepute.

Prominence

5.13 Where Suppliers use the T Level Marks on material which carries other branding in conjunction with or in the same part of the material, the T Level Marks should be given at least equal prominence with the other branding. For example:

- it should appear in script of at least the same font size as the script of any Supplier's trade mark, and where Suppliers use a logo covering at least the same overall surface area;

- the style used for the other mark should not lead to it being more prominent than the style used for the T Level Mark;

- the colouring used for the other mark should not draw more attention to it than the T Level Mark; and

- it should appear in at least as prominent a position.

5.14 Typically, use of one T Level Mark will not be regarded as 'in conjunction' with another mark when they are in separate distinct parts of the document, including for example, use of a Supplier's letter head (one part) and use of the T Level Mark in the body of the letter (a separate part).

Acknowledgement

5.15 Subject to paragraph 5.16 of these Guidelines, where the T Level Marks are used in any document, Suppliers should place in the document reasonably prominently (so that it would reasonably be expected to come to the attention of the reader or addressee of the document) an acknowledgement that the Institute's name and logo are registered trade marks of the Institute. For example:

- where the T Level Mark is used in the title or opening description of the document or in a manner intended to show that the document relates to a T Level or a TQ, by using a referenced footnote acknowledging that 'T Level is a registered trade mark of the Institute' or 'Registered trade mark of the Institute for Apprenticeships and Technical Education';

- where it is used in the text of a document, the first time it appears it should include a referenced footnote acknowledging that the '[Mark] is a registered trade mark of the Institute for Apprenticeships and Technical Education' or 'Registered trade mark of the Institute for Apprenticeships and Technical Education';

- in each case the referenced footnote should, where practicable, appear in the same visual field as the use of the T Level Marks, or in other cases, where such notice would otherwise commonly be placed. For example, on the rear of a single page which is printed on both sides, on the rear of the front page of a booklet, or on the rear of the last page of a booklet; and

- where a Supplier's or a Provider's name or branding is also used in the document, the referenced footnote should also make clear that the T Level is a qualification approved and managed by the Institute, and that the Supplier is currently

authorised by the Institute to develop and deliver the qualification (and/or that the Provider offers or provides courses for part of the T Level, which is a qualification approved and managed by the Institute), as appropriate.

5.16 Where a reference is made to T Level in any document indirectly (for example with a description which is evidently a reference to a T Level or the TQ) in association with a Supplier (whether using a Supplier's name or otherwise), the document should make clear that the T Level and a TQ is a qualification approved and managed by the Institute.

5.17 No further acknowledgement is necessary where the use of the T Level Marks or a reference to a T Level or TQ is in a document, other than those materials/document listed in **Annex 2** of these Guidelines. To illustrate: such use is in word form (as part of the text[2]) of the document and would clearly be understood by addressees and readers as being a reference to the T Level or, as appropriate and reference has been to the fact that the TQ is approved and managed by the Institute and it is not being suggested otherwise: it has been made clear that the role of the Supplier is focused on developing and/or delivering the TQ component of the T Level and it has a relationship with the Institute.

Illustrations

The approach may be adjusted sensibly for the particular materials and circumstances of use. For example:

5.18 On promotional documentation intended for Providers, where it might be expected that a high level of prominence would be given to a Supplier's name or branding (for example in large script), or on explanatory documentation intended for Providers, the use of T Level (and T Level Marks, including text marks) should be given equal prominence. In a referenced footnote should appear on the reverse of the first page (for example with other similar notices, such as copyright notices, but no less prominently than those notices);

5.19 For promotional and explanatory documentation aimed at students or employers, the use of T Level should be given equal prominence; and a clear note should appear on the same page in the same visual field that the T Level is a qualification

[2] including spoken text in the case of spoken material

approved and managed by the Institute, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of the Institute;

5.20 For assessment or examination papers (for single use) relating to materials for examiners, a reasonably prominent note should appear at the bottom of the first page that the T Level is a qualification approved and managed by the Institute, and a Supplier's development and delivery of the qualification and use of the mark is under the authority of the Institute;

5.21 For sample papers which may be re-used, there should in addition be a note that T Level is a registered trade mark of the Institute; and

5.22 For supplementary materials (such as text books and learning aids), there should be a clear reasonably prominent explanation that the material is designed for use with the relevant T Level; including the date of the T Level, and that the T Level is a qualification approved and managed by the Institute, and that T Level is a registered trade mark of the Institute used by a Supplier (or other source) with the authority of the Institute.

Providers (Schools and Colleges)

5.23 Suppliers are responsible for ensuring that:

- each Provider complies with these marking requirements, as they apply to use of a Supplier's name or branding and equally, to any permitted use of the Provider's name or branding in association with the T Level Mark; and
- any use by a Provider of the T Level Mark is clearly a reference to a T Level approved and managed by the Institute.

6 Inspection and Approval

6.1 Suppliers must permit the Institute to inspect on reasonable request and on reasonable notice any materials bearing or intended to bear a T Level Mark, for the purposes of ascertaining compliance with these Guidelines.

6.2 Where the Institute determines (acting reasonably) that it appears that there is a non-compliance with these Guidelines, Suppliers must consult with the Institute on how such non-compliance may be remedied, taking into account both the

seriousness of the non-compliance, including how the relevant material does not comply, what the potential impact may be (bearing in mind the volumes of material in question and the audience for those materials) and the potential impact of remedial steps, with a view to reaching fair and reasonable consensus on remedial action (which may range from taking steps in relation to future materials to the withdrawal and reissue of current materials).

6.3 In the event that no consensus can be reached, the disagreement or difference will be subject to the Dispute Resolution Procedure.

7 Amendments to the Guidelines

7.1 The Institute may amend these Guidelines from time to time, in a manner consistent with the general principles (Section 2).

7.2 The Institute will notify Suppliers of any changes together with the date on which such amendments are to take effect.

7.3 The Institute will take reasonable account of Suppliers' comments or concerns in relation to any amendments and the timetable for implementation, and Suppliers agree to act reasonably to seek a consensus. In the absence of consensus the disagreement or difference may be referred by Suppliers or the Institute to be resolved under the Dispute Resolution Procedure, as set out in Annex 4.

Annex 1: T Level Marks on TQ materials

Front page

T-LEVELS | Institute for Apprenticeships & Technical Education *

*to be placed top right within the header

[Supplier logo]**

**to be placed bottom right within the footer

Final page

Copyright in this document belongs to, and is used under licence from, the Institute for Apprenticeships and Technical Education, © 2020.

‘T-LEVELS’ is a registered trade mark of the Department for Education.

‘T Level’ is a registered trade mark of the Institute for Apprenticeships and Technical Education.

‘Institute for Apprenticeships & Technical Education’ and logo are registered trade marks of the Institute for Apprenticeships and Technical Education.

[‘MARK’] is a registered trade mark of [SUPPLIER].

Annex 2: Mandatory Marked Materials

Key Materials

a) specifications of content for each TQ including core and all specialist components;
b) assessment guidelines (for Providers);
c) quality assurance requirements (for Providers);
d) specimen assessment materials;
e) standards exemplification materials;
f) updates or redevelopments of specifications of content;
g) updates and redevelopments of any Key Materials; and
h) any materials equivalent to the above to which a Skilled Future Supplier would reasonably require access for the Portability Purposes.

Key Materials shall **not** include support Materials, insofar as they are not part of any of the expressly included items listed above;

Ancillary Materials

a) Assessment Strategy;

Annex 3: Brand Licensed Products and Services

Marketing materials relating to T Levels

Suppliers will be expected to adhere to the form of branding as set out in Annex 1 wherever reasonably practicable.

Annex 4: Dispute Resolution Procedure

Definitions[3]

"**Dispute**" means any claim, dispute or difference which arises out of or in connection with these Guidelines or in connection with the existence, legal validity or enforceability of these Guidelines, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.

"**Style**" means any matter set out in or referred to in paragraph 5 of the Guidelines.

"**Dispute Resolution Procedure**" means the dispute resolution procedure set out in paragraphs 1.1 to 1.5.

1 Resolving disputes

1.1 Where a Dispute (not being a Dispute arising solely in respect of Style):

1.1.1 arises solely between the Institute and a Supplier, the dispute resolution procedure set out in clause 37 of the Supplier's Contract shall apply and the provisions of this Dispute Resolution Procedure shall not apply; or

1.1.2 relates to or is in connection with a dispute that is progressing under the Supplier's Contract, the parties agree to be bound by the decision that is reached in accordance with the dispute resolution procedure set out in clause 37 of the Supplier's Contract in respect of the dispute under the Supplier's Contract, provided always that the Institute and/or the Supplier (as the case may be) have taken into account all reasonable comments and/or submissions of any third party who is a party to, or connected with, the Dispute.

1.2 Where the Dispute is one to which the circumstances described in paragraph 1.1 do not apply:

1.2.1 and the Dispute remains unresolved, the relevant parties connected with the Dispute shall procure that nominated senior representatives of each

such party who have authority to settle the Dispute will, within 28 days of a written request from another connected party, meet in good faith to resolve the Dispute; and

1.2.2 if the Dispute is not resolved at that meeting, the relevant parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure current at the time of the Dispute. If the relevant parties cannot agree on a mediator, the mediator with experience in trade mark law will be nominated by CEDR. If a relevant party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute:

(i) the Dispute (other than a Dispute relating to Style) must be resolved using paragraphs 1.3 to 1.5; or

(ii) a Dispute relating to Style must be resolved using paragraph 1.6.

1.3 Unless the Institute refers the Dispute (other than a Dispute relating to Style) to arbitration using paragraph 1.4, the parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction (other than in relation to a Dispute relating to Style) to:

1.3.1 determine the Dispute; and/or

1.3.2 grant interim remedies, or any other provisional or protective relief.

1.4 The parties agree that the Institute has the exclusive right to refer any Dispute (other than a Dispute relating to Style) to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

1.5 The Institute has the right to refer a Dispute (other than a Dispute relating to Style) to arbitration even if a party has started or has attempted to start court proceedings under paragraph 1.3, unless the Institute has agreed to the court proceedings or participated in them. Even if court proceedings have started, the relevant party must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under paragraph 1.4.

1.6 If the Dispute is one which relates to Style, the Institute's decision will be final.