

**APPRENTICESHIP**

**CONTRACT**

**Terms and Conditions for the Provision of Apprenticeship Services**

1. PARTIES AND INTERPRETATION
	1. The Trafford & Stockport College Group (“the College”)
	2. <Organisation Name> (“The EMPLOYER”)
	3. The Schedules and Appendices form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Schedules and Appendices.
	4. References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
2. THE PROGRAMME
	1. The College will provide the programme(s) of learning set out at in Schedule 1 (“**the Programme**”) to the apprentices of the EMPLOYER, in accordance with the terms and conditions of this Agreement.
3. DURATION

This Agreement will commence for the duration of each Apprenticeship Programme (unless terminated earlier in accordance with the terms and conditions as set out in this Agreement) (“**the Term**”).

1. ESFA FUNDING RULES
	1. The Parties agree to comply with the ESFA Funding Rules as amended and updated from time to time.
2. COLLEGES OBLIGATIONS
	1. The College will only use delivery staff who are suitably qualified to deliver the Apprenticeship Programme(s). The College will supply the names and qualifications of the delivery staff to the EMPLOYER upon written request.
	2. The College will provide the Programme(s) in accordance with the College’s quality assurance arrangements and standards set out in Schedule 1 to this Agreement.
3. ASSESSMENT
	1. The awarding organisation approved centre for qualifications shall be the College or a sub-contracted partner organisation of the College. The EMPLOYER will be made aware of any sub-contracting arrangements prior to apprenticeship enrolment.
	2. All aspects of the assessment of the apprentices will be carried out in accordance with College procedures or those of a partner organisation of the College (as the case may be).
	3. The End Point Assessment (if applicable) will be carried out by a suitable partner as set out in the Commitment Statement.
4. APPRENTICES
	1. Whilst the College is delivering the Programme to apprentices of the EMPLOYER, the EMPLOYER acknowledges that the apprentices are subject to all rules and regulations of the College as varied or amended from time to time.
5. PRICE AND PAYMENT
	1. In consideration of delivery of the Programme, the EMPLOYER shall pay to the College the price per apprentice enrolled on the Programme as set out in Schedule 1 (“**the Price**”).
	2. The EMPLOYER shall pay to the College the Price and the Fees due within one month of the date of any invoice from the College or via Direct Debit instalments (subject to direct debit mandate being completed)
	3. If the EMPLOYER fails to pay by no later than the due date any amount which is payable to the College under this Agreement then, without prejudice to clause 11:
		1. the College shall be entitled to suspend or withdraw delivery of the Programme until the outstanding amount has been received by the College from the EMPLOYER.
	4. The College has the right to recover any funds paid to the EMPLOYER where there is a breach in the agreement or Education & Skills Funding Agency (ESFA) Rules.
	5. If an apprentice leaves without completing their apprenticeship and this results in an overpayment, this will be re-paid to you in accordance with the funding rules.
	6. The College reserves the right to invoice the EMPLOYER for any costs associated with apprentices and/or workplaces not engaging in the end point assessment.
	7. The College will not make an extra charge for a first re-sit of an apprenticeship End Point Assessment, however if further re-sits are required then the EMPLOYER will be invoiced.
	8. If the EMPLOYER (being a levy-paying EMPLOYER) has insufficient funds in its Apprenticeship Service account in any month to pay for the apprenticeship training agreed with the College in full, the College will invoice for the difference using the co-investment model to be paid to the College within 30 days. The ESFA will notify the college of the value of the required contribution.
	9. Where transfer of funds take place or the EMPLOYER contribution is waived for small EMPLOYERs, subsidy control rules may be applicable. In such instances the EMPLOYER will complete a subsidy control declaration and provide the college with a copy.
6. RECORDS
	1. The College shall upon written request provide to the EMPLOYER on a monthly basis details of the attendance records of apprentices, who attend the College on a Day-release/block-release model.
	2. The College shall upon written request provide to the EMPLOYER at the end of the Programme evidence of achievement in relation to each apprentice who has attained the apprenticeship or a qualification / unit credit.
	3. The EMPLOYER will provide to the College:
		1. the name(s) of all apprentices and their date of joining the Programme (Schedule 1);
		2. names of apprentices who withdraw from the Programme together with their last date of participation within 1 month of their leaving date;
7. CONTRACT REPRESENTATIVE
	1. The Parties shall each appoint a representative (“**the College Representative**” and “**the EMPLOYER Representative**” as the case may be) as a point of contact for the other during the duration of this Agreement and shall notify each other of any change to their respective Representation.
8. TERMINATION
	1. This Agreement may be terminated by either party giving not less than one month’s prior written notice.
	2. Either party may by written notice terminate this Agreement immediately if:
		1. Either party is in material breach of this Agreement and such breach is incapable of remedy or;
		2. Either party is in material breach of this Agreement and either party fails to remedy such breach within thirty days after service of a written notice from the College specifying the breach and requiring it to be remedied.
		3. Either party is in material breach of this contract on three separate occasions within a 12-month period
9. FORCE MAJEURE

Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Agreement if it is due to any event beyond the reasonable control and contemplation of a party to this Agreement including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, epidemic, explosion, an act of terrorism and national emergencies and the party so delayed will be entitled to a reasonable extension of time for performing such obligations. This clause 12 shall not apply to, nor excuse, any obligation of one party to make any payments to the other party under or in connection with this Agreement.

1. LIMITATION AND EXCLUSION OF LIABILITY
	1. Subject to the other provisions of this clause 13, the College will provide the parts of the Programme it delivers with due care and skill. In the event of a breach of this obligation, the College shall repeat performance of the part of Programme found not to conform at no cost to the EMPLOYER. For the avoidance of doubt nothing in this clause 13.1 shall constitute or be deemed to constitute a warranty by the College as to:
		1. the success of the apprentices in undertaking the Programme or as to the apprentices achieving any qualifications as a result;
		2. the delivery of any parts of the Programme delivered by the EMPLOYER.
	2. Save as provided in clauses 13.1 and 13.3, the College shall be under no liability to the EMPLOYER for pure economic loss, loss of business, loss of profits, loss of custom, loss of revenue and depletion of goodwill or other direct, indirect or consequential loss howsoever caused which may be suffered or incurred by the EMPLOYER arising under or in connection with the provision of the Programme by the College. For the avoidance of doubt, the College shall be under no liability arising out of the delivery of any parts of the Programme by the EMPLOYER.
	3. Except as expressly stated in this Agreement, the College’s total aggregate liability under this Agreement (whether as a result of breach of contract, breach of statutory duty, tort (including negligence), misrepresentation or otherwise) shall be limited to the Price paid to the College by the EMPLOYER during the Term.
	4. The College does not, to the extent permitted by law, have any implied obligation, duty or liability in contract, tort or otherwise other than those expressly stated in this Agreement.
	5. In the event that the EMPLOYER fails to perform any of its obligations arising under this Agreement, then to the extent that such failure has any material impact upon the ability of the College to perform its obligations under this Agreement, then the College shall not be in breach of the College’s obligations under this Agreement which are affected by such failure.
	6. Nothing in this Agreement will operate to exclude or restrict one party’s Liability (if any) to the other:
		1. for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);
		2. for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or
		3. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
2. ASSIGNMENT

Neither party may assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by either party under or in connection with this Agreement) or delegate the burden of this Agreement or otherwise sub-contract, mortgage, charge or otherwise transfer or hold on trust any or all of its rights and obligations under this Agreement without the prior written consent of the other party, such consent not be unreasonably withheld or delayed, subject to the College’s right to sub-contract to the party set out in Schedule 1.

1. VARIATION

This Agreement may only be varied or amended in writing and signed by the parties or their authorised representatives specifically referring to this clause and stating that this Agreement is varied in the manner specified.

1. WAIVER

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

1. GOVERNING LAW
	1. The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales.
	2. The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.
	3. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
2. MARKETING
	1. The EMPLOYER is responsible for the promotion, advertising and marketing of the Apprenticeships.The College may decide in its absolute discretion to assist the EMPLOYER.
	2. All promotional material referring to the College must be approved in writing by the College, before it is published. Without prejudice to the generality of the foregoing, materials will not be approved unless they clearly and accurately specify the nature of the relationship with the College, and do not represent the EMPLOYER as being part of the College.
3. INSURANCE
	1. The EMPLOYER shall take out and maintain in full force with a reputable insurance company for the adequate insurance cover for any loss, injury and damage caused by or to the Apprentice during the period of Apprenticeship with the EMPLOYER.
4. CONFIDENTIALITY
	1. Each party will, subject to clause 20.2:
		1. only use the other party’s Confidential Information for the purpose of performing its obligations under this Agreement;
		2. keep the other party’s Confidential Information secret, safe and secure; and
		3. not disclose the other party’s Confidential Information to any other person.
	2. Each party may disclose the other party’s Confidential Information:
		1. to the extent required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body; and
		2. to those of its officers, directors, employees and professional advisers who need access to that Confidential Information so that it can perform its obligations under this Agreement. A party disclosing the other party’s Confidential Information under this clause 20.2.2 will procure that each person to whom it discloses that Confidential Information will not do or omit to do anything which if done or omitted to be done by that party would be a breach of this clause 20.
	3. For the purposes of this clause 20, “Confidential Information” means any information that relates to a party (or any of its Group Companies or businesses) and which is disclosed to the other party in connection with this Agreement, but excluding information that:
		1. is at the relevant time in the public domain (other than by virtue of a breach of this clause 20);
		2. was received by the other party from a third party who did not acquire it in confidence; or
		3. is developed by the other party without any breach of this Agreement.
5. DATA PROTECTION
	1. The College and EMPLOYER must comply with their obligations under data protection legislation, in particular in relation to circumstances where they act as data controllers or data processers, any notification requirements and the duty to appoint a data protection officer.
	2. Data protection legislation means (i) the Data Protection Act 1998 and, for the periods when they are in force, (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) and the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing laws as amended from time to time, and (iii) the Data Protection Act 2018 (subject to royal assent).
	3. The EMPLOYER shall procure that the Apprentice consents to the College holding and processing data relating to him or her for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" relating to the Apprentice including, as appropriate:
		1. information about the Apprentice's physical or mental health or condition in order to monitor sickness absence;
		2. the Apprentice's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
		3. information relating to any criminal proceedings in which the Apprentice has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
	4. Each Party shall comply with the DPA and GDPR and shall provide reasonable assistance to the other Party in meeting obligations under each Act.
	5. For further information, please see the College’s Privacy Notice on the College website. [www.trafford.ac.uk](http://www.trafford.ac.uk)
6. NOTICES
	1. Any notice or other communication given to a party under or in connection with this Agreement will be in writing and will be delivered by pre-paid first class post or recorded delivery at its registered office (if a company) or its principal place of business (in any other case).
	2. Any notice or communication will be deemed to have been received if sent by pre-paid first-class post at 9.00 am on the second business day after posting or at the time recorded by the delivery service.
	3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
7. SEVERANCE

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

**“The EMPLOYER” Responsibilities**

1. ESFA AGREEMENT
	1. The EMPLOYER has agreed and signed the “ESFA EMPLOYER Agreement”
2. APPRENTICESHIP SERVICE
	1. The EMPLOYER has a registered account on the Apprenticeship Service and where applicable will reserve funds ahead of the Apprenticeship start date
3. PURPOSE AND USE OF FUNDING
	1. The EMPLOYER acknowledges and accepts that the Funding available in the Apprenticeship Service Account is to support the Training of Apprentices and any end point assessment (where applicable) and shall be paid directly to Trafford College (where applicable) in accordance with the ESFA Rules. The EMPLOYER understands that the Funding may not be used for any other purpose.
	2. EMPLOYERs receiving transferred funds **must** only use them to pay for training and assessment for apprenticeship standards for new starts. A transfer must be agreed and put in place before an apprentice (being funded by the transfer) starts their apprenticeship. The only exception to this is where the apprentice is changing EMPLOYER and an agreement to continue their apprenticeship with their new EMPLOYER is via a transfer of levy funds - this must be agreed by the point the apprentice starts with their new EMPLOYER.
		1. Where receiving EMPLOYERs fund apprenticeships with transferred funds they are treated as levy-paying EMPLOYERs and therefore must follow the Apprenticeship Funding Rules for EMPLOYERs for these apprenticeships. This is set out in “ESFA EMPLOYER Agreement”.
		2. For any transfer of funds that an EMPLOYER receives, subsidy control rules may be applicable and as such it may be necessary to complete a subsidy control declaration, a copy of which should be provided to the college.
		3. The EMPLOYER must make the college aware if they exceed their Small Amounts of Financial Assistance exemption of £325,000 Special Drawing Rights over a rolling 3-year period and the college will inform the ESFA.
4. The EMPLOYER undertakes that it **shall** in accordance with the ESFA Rules:
	1. Provide the apprentice with a contract of employment which is long enough for them to complete the apprenticeship successfully (including EPA);
	2. Provide the apprentice with a job role within the organisation that provides the opportunity for them to gain the knowledge, skills and behaviours needed to achieve their apprenticeship;
	3. Pay the apprentice a wage consistent with the law for the time they are in work and in off-the-job training, where the EMPLOYER is using the apprenticeship minimum wage they must only do so from the start of the apprenticeship programme and not before;
	4. Promptly provide accurate and up to date information to the reasonable satisfaction of the College;
	5. Provide the College with all reasonable support and information it requires in relations to the Apprentice and the Apprenticeship;
	6. immediately notify the College of any changes to the Apprentice’s employment status (including but not restricted to planned religious breaks, maternity/paternity leave, special leave, long-term illness);
	7. promptly provide the College with such information as it may reasonably require for it to obtain funds from the Apprenticeship Service Account or the government-EMPLOYER co-investment, including but not limited to evidence:
		1. of the Apprentice’s eligibility to receive funding at the start of the Apprenticeship programme;
		2. of the Apprentice’s employment by either the EMPLOYER or a connected company as defined by HM Revenue and Customs;
		3. that the Apprentice is spending at least 20% of their time on off-the-job experience;
		4. of the Apprentice’s average weekly hours;
		5. that the job allows the Apprentice to gain wider employment experience;
		6. that the total amount of time spent on an Apprenticeship meets the ESFA’s minimum duration funding rule if an Apprentice is changing their Apprenticeship Framework/Standard, transfers between providers, or takes a break in learning; and
	8. involve the Apprentice in active learning or monitored workplace practice throughout the Apprenticeship programme to the reasonable satisfaction of the College;
	9. extend the working hours of the Apprentice as the College may reasonably require if the College determines that the Apprentice has worked below the minimum number of hours required to complete the Apprenticeship;
	10. disclose any reason why the Apprentice may not have enough time to complete the Apprenticeship;
	11. ensure that the Apprentice will spend at least 50% of his working hours in England over the duration of the Apprenticeship;
	12. ensure that the Apprentice is not already enrolled on any other Apprenticeship programme;
	13. ensure that each Apprentice is eligible to work in England;
	14. promptly provide the College with any information it may reasonably require in relation to previous Apprenticeship training or qualifications that any Apprentice may have received;
	15. promptly pay all sums owed to the College in relation to the Apprenticeship including the full difference between band maximums and agreed prices, or for any mandatory co-investment;
	16. appoint an Apprentice Assessment Organisation to deliver end-point assessment from the Register of Apprentice Assessment Organisations unless otherwise agreed with the College.
	17. promptly confirm with the ESFA the spending of funds from the Apprenticeship Service Account.
5. In accordance with the ESFA Rules, the EMPLOYER undertakes that it **shall not**:
	1. require Apprentices to make financial contributions towards the cost of the Apprenticeship programme;
	2. require the College to seek Additional Funding in relation to Learning Support if in the College’s reasonable opinion the Additional Funding is being used to support the Apprentice with everyday difficulties not directly related to the Apprenticeship; and
	3. In accordance with the ESFA Rules, the EMPLOYER warrants that it shall indemnify the College against all loss damages costs claims and expenses suffered or incurred by the College as a result of:

28.3.1 the EMPLOYER failing to disclose any information to the College that was reasonably required by the College, including but not limited to:

28.3.2 where the College is unable to claim Additional Funding due to the EMPLOYER’s failure to provide sufficient information within a reasonable period of time

28.3.3 any change of circumstance relating to the EMPLOYER, its Apprenticeship Service Account or the Apprentice

**“The College” Responsibilities**

1. The College Responsibilities

The College undertakes that it **shall** in accordance with the ESFA Rules :

* 1. prepare and redistribute the Individual Learning Plan and Commitment Statement at the outset of an Apprentice’s programme;
	2. extend the actual end-date of the apprenticeship if the working hours of the Apprentice fall below 30 hours a week;
	3. check the eligibility of the individual Apprentice at the start of their apprenticeship programme;
	4. only use funds in the EMPLOYER’s Apprenticeship Service Account or government-EMPLOYER co-investment for those who are eligible;
	5. retain evidence of each Apprentice’s eligibility for as long as reasonably necessary;
	6. carry out a thorough assessment to identify the additional learning support (Additional Funding) the Apprentice needs and if appropriate record in the ILR that an Apprentice has a learning support need;
	7. agree and record the outcomes of the additional learning support assessment, deliver support in line with the identified needs, record all outcomes in the evidence pack, and retain evidence of the assessment;
	8. in relation to the additional payments for 16 to 18 year olds or 19-24 year olds with EHC plan:
		1. provide the EMPLOYER with information on eligibility and timescales;
		2. make payment to the EMPLOYER no later than 30 working days of receiving the funds from ESFA;
		3. promptly inform the EMPLOYER if it becomes aware that the EMPLOYER is no longer eligible for any additional payments
	9. conduct a thorough Functional Skills assessment based on the national literacy and numeracy standards if an Apprentice requires further training before being able to achieve a Level 2 standard and the College is seeking funding for this;
	10. contract with an organisation which will carry out the final assessment for the Apprentice (Apprentice Assessment Organisation) of the EMPLOYER’s choosing, and agree with it the arrangements for end-point assessments, re-takes and payments and for this purpose the EMPLOYER shall choose an Apprentice Assessment Organisation reasonably acceptable to the College within 14 days of the College requiring it to do so and if the EMPLOYER shall fail to do so the College is hereby authorised in the name and on behalf of the EMPLOYER to choose such Apprentice Assessment Organisation as the College thinks fit;
	11. make payment to the Apprentice Assessment Organisation for conducting the end-point assessment and keep records of all such payments;
	12. directly deliver some of the apprenticeship training and/or on-programme assessment associated with each EMPLOYER’s apprenticeship programme and the volume of involvement must have some substance (i.e. be more than nominal) if sub-contracted;
	13. not use a subcontractor for the delivery of the Agreed Services unless this has been agreed in writing with the EMPLOYER and the subcontractor satisfies one of the following two criteria:
		1. it is on the published Register of Apprenticeship Training Providers and has applied via the main or supporting application routes; or
		2. they are either the apprentice’s EMPLOYER, a connected company or charity as defined by HMRC and are on the published Register of Apprenticeship Training Providers, having applied through the EMPLOYER-provider application route.
	14. manage, monitor and regularly assess for quality its delivery subcontractors through visits and face to face interviews to ensure high-quality delivery in accordance with the ESFA Rules;
	15. collect EMPLOYER co-investments, if applicable, in line with Schedule 1 and report the value received on the ILR;
1. In accordance with the ESFA Rules if any subcontractor is used by the College to provide any of the Agreed Services the College warrants that:
	* 1. it has the knowledge, skills and experience of contracting with, and managing, delivery subcontractors; and
		2. it has not assessed that subcontractor as unsuitable.
2. In accordance with the ESFA Rules, the College warrants that it **will not:**
	1. accept information from the EMPLOYER without confirmation from the ESFA that the information is acceptable for the purposes it is being used;
	2. use EMPLOYER or government account funds for an apprentice’s programme where they or another Party claim funding from another government department or other agency for the same purpose;
	3. claim funding for any part of any apprentice’s programme that duplicates provision they have received from any other source;
	4. change the planned end-date on the ILR if the working hours of the Apprentice fall below 30 hours a week;
	5. commence an Apprentice’s programme if it there is no prospect of the Apprentice completing the programme within the amount of time available;
	6. enrol an Apprentice without confirmation that they are not enrolled on another apprenticeship;
	7. enrol an Apprentice without ensuring that they meet the eligibility requirements or have permission to work in England;
	8. claim funding for individuals who do not meet the eligibility requirements set out in the ESFA Rules;
	9. request any EMPLOYER contribution to the cost of an apprenticeship up to the maximum value of the funding band if the EMPLOYER employing fewer than 50 people recruits an eligible apprentice; and
	10. provide end-point assessment to a group of Apprentices it has trained.

**Common Responsibilities**

1. Each of the College and the EMPLOYER undertakes with the other that it **shall** in accordance with the ESFA rules**:**
	1. enter into a written Apprenticeship Agreement and Commitment Statement in relation to each Apprentice at the start of and for the entire length of the Apprenticeship;
	2. agree when the Apprentice has obtained sufficient skills, knowledge and behaviours to sit their end-point assessment and for this purpose the EMPLOYER shall agree a time proposed by the College within 14 days of the College requiring it to do so and if the EMPLOYER shall fail to do so the College is hereby authorised in the name and on behalf of the EMPLOYER and the College to decide that time as the College thinks fit;
	3. take the costs of the end-point assessment and any re-takes into account when agreeing the Charges; and
	4. include the contact details and website for the College on the written agreement with the Apprentice and on the Commitment Statement.
2. Each of the College and the EMPLOYER undertakes to the other that it **shall not**:
	1. use funds in the EMPLOYER’s Apprenticeship Service Account or government-EMPLOYER co-investment for any of the following:
		1. enrolment, induction, prior assessment, initial diagnostic testing or similar activity;
		2. travel costs for apprentices under any circumstances;
		3. Apprentice wages;
		4. personal protective clothing and safety equipment required by the apprentice to carry out their day-to-day work;
		5. Development of original teaching materials related to the delivery of a new apprenticeship offer. By this we mean the first time a provider chooses to deliver a new apprenticeship standard.
		6. Off-the-job training delivered only by self-directed distance learning.
		7. any training or optional modules in excess of those required, educational trips or trips to professional events not specified in the apprenticeship standard or needed to achieve the apprenticeship framework;
		8. Any fees to third parties associated with a licence to practise. This includes registration, examination and certification costs. This applies even where a licence to practise is specified in the apprenticeship standard and assessment plan.
		9. Any fees to awarding bodies for non-mandatory qualifications (qualifications that are not specifically listed in the standard). This includes registration, examination and certification costs.
		10. Student membership fees that are required by professional bodies,even where linked to mandatory qualifications
		11. End-point assessment costs incurred by the main provider. These must be included in the price negotiated between the EMPLOYER and the end-point assessment organisation.
		12. English and maths up to level 2 (this is funded separately).
		13. repeating the same regulated qualification where the apprentice has previously achieved it unless it is a requirement of the apprenticeship or for any GCSE.
		14. accommodation costs where the apprentice is resident away from their home base, because of the requirements of their day-to-day work or because this is convenient for the EMPLOYER;
		15. capital purchases and maintenance of capital purchases;
		16. time spent by employees / managers supporting Apprentices, mentoring or the time arranging training support;
		17. specific services not related to the delivery and administration of the apprenticeship; including company induction, bespoke or additional training or
3. If the College is to sub-contract all or part of the Agreed Services, the Parties shall agree if any subcontractor undergoes a change of circumstances that affects its ability to continue to deliver any of the Agreed Services, the College shall be entitled to make such alternative delivery arrangements for each affected Apprentice as it may reasonably decide.

**Apprenticeship Agreement & Commitment Statement**

1. The EMPLOYER and the College must evidence that they have a signed copy of the Apprenticeship Agreement and Commitment Statement in place at the start and throughout the apprenticeship;
	1. The Apprenticeship Agreement should be in place on or before the start of the apprenticeship programme and will, in accordance with the ESFA Rules, confirm individual employment details between the Apprentice and the EMPLOYER;
2. The commitment statement shall include in accordance with the ESFA Rules:
	1. The planned content and schedule for eligible training (and must also include end-point assessment if they are undertaking an Apprenticeship Standard);
	2. What is expected and offered by the EMPLOYER, College (including any subcontractors) and the Apprentice to achieve the apprenticeship;
	3. Provide a short summary, typically no longer than two or three pages, and must include the following as a minimum:
		1. The name of the apprentice, their job role and their normal working hours;
		2. Details of all relevant parties (the EMPLOYER, the main provider (and any subcontractors involved in the delivery of off-the-job training), and the end-point assessment organisation)
		3. Details of the apprenticeship, including the name of the apprenticeship standard, the level, the start and end dates for both the apprenticeship and the practical period of training.
		4. The volume of off-the-job training hours that will be delivered; this must at least meet the minimum 20% requirement and a schedule of when the training will be delivered (e.g. one day pre week, block release, front loaded)
		5. The planned content / components. For standards with a mandatory qualification(s) this must be, as a minimum, a list of the units. For standards without a mandatory qualification this must be a description of the activities that the apprentice will undertake to develop occupational competency.).
		6. Roles and responsibilities for the EMPLOYER, College and apprentice arrangements for how the three parties will work together; this must include contact details and the expected commitment from each party to ensure the smooth running and day-to-day delivery of the apprenticeship, including, for example:
		7. for an EMPLOYER, commitment to wages and time off to study in the working day;
		8. Details of progress reviews including the frequency and format, to discuss progress to date against the commitment statement and the immediate next steps required
		9. The process for resolving any queries or complaints regarding the apprenticeship, including quality
	4. The process for resolving any queries or complaints regarding the apprenticeship, including quality; this must include details of the escalation route within the College’s own organisation and the escalation process to the ESFA through the apprenticeship helpline.

**Appendix A - Quality Policy**

Scope:

It is the policy of the College to:

* Create and maintain standards for teaching, learning and assessment.
* Implement a system of assessment and review that is part of the student entitlement.
* Undertake a system of course review and evaluation that utilises quantitative and

qualitative data to improve the quality of teaching, learning and assessment.

* Report to Leadership Team any programmes that have retention or achievement rates below the national average, where available.
* Survey the views of students, parents/guardians of new students and EMPLOYERs to inform action by managers to improve the quality of teaching and learning.
* Require all submissions for new courses to be subjected to an internal validation panel before submission to Higher Education Institutions/Awarding Organisations.
* Require all reports from Higher Education Institutions/Awarding Organisations to be logged and monitored.
* Require the quality systems and practice of partner organisations to reflect the

requirements of an outstanding organisation

* Produce an annual self-assessment report that grades all teaching departments.
* Produce an annual quality improvement plan, which addresses the key issues

identified in the annual self-assessment report.

In the specific case of HE programmes:

* Ensure the process meets the contractual requirements of HEI partners
* Ensure programmes meet the guidance provided by the Framework for Higher Education