



Employer Agreement for the delivery of Non-Levy Funded Apprenticeship Training

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PARTIES, COMMENCEMENT AND DURATION

1 Date

The date of this Agreement is as specified in the Apprenticeship Employer Agreement (AEA)

2 Parties

This Agreement is made as a deed between:

BCTG Limited incorporated and registered in England and Wales with company number 04323196 whose registered office is at 19 Highfield Road, Edgbaston, Birmingham, B15 3BH (the Training Provider aka the Lead Provider); and

The Employer detailed in the AEA

each 'a Party' and together 'the Parties'

3 Commencement and Duration

3.1 This Agreement shall commence on the Commencement Date and shall continue for a period of three years or for the length of the longest planned apprenticeship, whichever is greater, unless terminated either:

3.1.1 by one Party serving on the other not less than 90 days' notice to terminate this Agreement, such notice to expire no earlier than the first anniversary of the commencement of this Agreement, the last planned end date of the latest Apprentice or (as the case may be) any subsequent anniversary; or

3.1.2 pursuant to SCHEDULE 2.

DEFINITIONS AND INTERPRETATIONS

4 Interpretation

The definitions and rules of interpretation set out in SCHEDULE 1 shall apply in this Agreement.

ORDERING INVOICING AND PAYMENT

5 Ordering Services

5.1 The Employer may order any of the Training Services by making a request ('a Request for Services') to the Training Provider pursuant to this clause 5.

5.2 The Training Provider shall provide the Agreed Services from the date specified in the Apprenticeship Employer Agreement that relates to those services.

5.3 Each Request for Services shall state the matters listed in the template request for services set out in SCHEDULE 6.

5.4 The Training Provider and the Employer shall negotiate in good faith each Request for Services (detailed in the AEA) and:

5.4.1 the Employer shall provide the Training Provider with such information as it may reasonably require to enable it to assess the prior learning of any Apprentice or prospective Apprentice; and

5.4.2 without any obligation on either Party to agree, both Parties shall sign and date the Apprenticeship Employer Agreement once it is agreed.

5.5 When the Apprenticeship Employer Agreement has been agreed and signed in accordance with clause 5.4 the services specified in that Apprenticeship Employer Agreement shall be Agreed Services and the date of the signed Apprenticeship Employer Agreement shall be the Full Employer Agreement Date.

5.6 Each SCHEDULE 6 (and/or 5 where appropriate) shall form part of this Agreement and shall not form a separate contract.

6 Changes to Services

6.1 If the Employer or the Training Provider wishes to change this Agreement or the Agreed Services, it may at any time request such change in accordance with the Change Procedure set out in SCHEDULE 3.

6.2 Notwithstanding any other provisions of this Agreement, where the Training Provider reasonably considers that a change to the Agreed Services is required in order to comply with any requirement of the ESFA taking effect after the Apprenticeship Employer Agreement Date including any modification of the ESFA Rules the Training Provider shall be entitled by notice in writing to the Employer ('a Mandatory Change Notice') to make such changes as it may reasonably decide are necessary to comply as specified in such Mandatory Change Notice with effect from a time specified in that notice and the Employer shall pay the Training Provider such amount as the Training Provider may reasonably determine to be the additional cost (if any) of providing the Agreed Services as so varied ('the Mandatory Additional Cost Payment').

7 Charges, invoicing and payment

7.1 The Training Provider shall be entitled to invoice monthly the Employer for 5% of the Qualifying Charges and the whole of any other charges and the Employer shall pay such invoices within 30 days of receipt of such invoice provided however that the Training Provider shall only be entitled to the Completion Payment once the Apprentice has sat his final assessment.

7.2 The Employer is responsible for payment of the Charges.

7.3 Notwithstanding any other provisions of the Agreement to the extent that Charges are not actually paid by the ESFA out of the Government-Employer Co-investment Funding, or via Transferred Levy Funds, the Training Provider shall be entitled to invoice the Employer for the Charges in accordance with the Payment Schedule and otherwise at any time for services rendered at any time before the end of the most recently ended month and the Employer shall pay such invoices within 30 days of receipt provided, however, that where the Charges are paid via Transferred Levy Funds, the Training Provider shall only be entitled to the Completion Payment once the Apprentice has sat his final end-point assessment (apprenticeship standard) or applied for their apprenticeship framework certificate.

7.4 The Training Provider shall promptly on request provide an invoice to the Employer in respect of such of the Charges for the Agreed Services.

7.5 Without prejudice to the obligation on the Employer to pay the Charges the Employer shall provide such assistance to the Training Provider as the Training Provider may reasonably require to obtain any payment to which it may be entitled in respect of the Agreed Services or otherwise pursuant to this agreement under the ESFA Rules.

7.6 If and to the extent that the Training Provider receives a payment from Government-Employer Co-investment Funding or via Transferred Levy Funds in respect of services for which the Employer has already paid, the Training Provider shall apply that payment first in satisfaction of any other sum which is or may become due owing or incurred by the Employer to the Training Provider on any account and thereafter as to any balance in payment to the Employer.

7.7 Without prejudice to any other rights of the Training Provider any invoice that is not paid when due shall bear interest at the rate of 3 per cent above the base rate for the time being of Barclays Bank plc.

TRAINING PROVIDER RESPONSIBILITIES

8 Training Provider General Responsibilities

8.1 The Training Provider shall:

8.1.1 provide the Agreed Services in all material respects in accordance with the applicable Request for Services and Good Industry Practice;

8.1.2 use all reasonable endeavours to meet any performance dates specified in the Apprenticeship Employer Agreement and any SCHEDULE 6;

- 8.1.3 specify in the Apprenticeship Employer Agreement a manager ('the Services Manager'), to act on behalf of the Training Provider in all matters relating to the Agreed Services and use reasonable endeavours to ensure that the same person acts as the Services Manager for the duration of the Agreed Services; and
- 8.1.4 observe all health and safety and security requirements that apply at any of the Employer's premises that have been communicated to it under clause 12.1.6, provided that it shall not be liable under this Agreement if, as a result of such observance, it is in breach of any of its obligations under this Agreement.
- 8.1.5 provide a safe and secure environment for all Apprentices
- 8.1.6 provide details of any accidents/incidents involving employed Apprentices engaged in training activities at the Training Providers or Delivery Partners premises/training venues to the Employer
- 8.1.7 appoint suitably qualified trainers/assessors to undertake formal training and where applicable assessment of the Apprentice in the training venue and/or workplace
- 8.1.8 notify the Employer if the Apprentice is absent from scheduled centre based lessons and workshops
- 8.1.9 provide equality of opportunity in all aspects of the Apprenticeship programme
- 8.1.10 provide the Apprentice where possible, the opportunity to transfer to another organisation able to provide an Apprenticeship Plan substantially similar to the existing Apprenticeship Plan if the Employer is unable to complete the Apprenticeship programme
- 8.1.11 provide within the training centre all the necessary resources required to complete the Apprenticeship in line with the standard requirements of the Apprenticeship and the ESFA rules
- 8.1.12 ensure high quality delivery through observations of the Apprentice journey – to include induction/initial assessment, teaching, assessment, progress reviews and exit reviews, spot checks, audit and also contract and quality reviews where there is a Delivery Partner involved in the delivery
- 8.1.13 be responsible for resolving any disputes between the Employer and any Delivery Partner as appropriate
- 8.1.14 advise the Apprentice and the Employer or essential contacts, including;
 - (a) nominated co-ordinator responsible for the overall programme delivery and any Delivery Partners
 - (b) nominated safeguarding and prevent staff, for nominated queries, concerns and reporting of incidents;
 - (c) nominated finance staff, for queries regarding invoices, payments and incentives
- 8.2 The Training Provider undertakes that it will:
 - 8.2.1 Manage the funding received from the Employer and the ESFA and make appropriate and timely payments to any Delivery Partners used for training
 - 8.2.2 Ensure that the Employer contribution payments are collected in accordance with the payment schedule agreed in the Apprenticeship Employer Agreement – Schedule 6 and recorded on the Apprentices ILR data
 - 8.2.3 Ensure that eligible additional payments are claimed within a timely manner and paid by BACS to the employer within 30 days of receipt of the funding from the ESFA
 - 8.2.4 Reserve the right to recover sums from the Employer in the event that any aspect of the Apprenticeship programme is in breach of the ESFA funding and performance-management rules owing to any act or omission by the Employer
- 8.3 The Training Provider shall at all times for the duration of this Agreement have and maintain the following policies (as amended from time to time):
 - 8.3.1 Data and Privacy Policy; and

8.3.2 Training Provider Complaints Policy.

8.4 If the Agreed Services are Government-Employer Co-investment Funded or funded by Transferred Levy Funds the provisions of clauses 9, 10 and 11 shall apply.

9 Training Provider ESFA Responsibilities

9.1 Subject to clause 8.4 the Training Provider shall in accordance with the ESFA Rules:

9.1.1 prepare and redistribute the Commitment Statement at the outset of an Apprentice's programme;

9.1.2 extend the actual end-date of the Apprenticeship if the working hours of the Apprentice fall below 30 hours a week;

9.1.3 check the eligibility of the individual Apprentice at the start of their apprenticeship programme;

9.1.4 only use Government-Employer Co-investment Funding and Transferred Levy Funds for those who are eligible;

9.1.5 retain evidence of each Apprentice's eligibility for as long as reasonably necessary;

9.1.6 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;

9.1.7 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;

9.1.8 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 Training Provider is seeking funding for this;

9.1.9 contract in writing with an End-Point Assessment Organisation of the Employer's choosing, and agree with it provisions covering the arrangements for sharing relevant information about the Apprentice, so end-point assessments and certification can take place, including arrangements for any re-takes and payments or change of circumstances which may delay or lead to the cancellation of an end-point assessment. For this purpose the Employer shall choose an End-Point Assessment Organisation reasonably acceptable to the Training Provider, within 14 days of the Training Provider requiring it to do so, and if the Employer shall fail to do so, the Training Provider is hereby authorised in the name and on behalf of the Employer to choose such End-Point Assessment Organisation as the Training Provider thinks fit, provided that no End-Point Assessment Organisation shall be appointed pursuant to this clause which is connected with the Training Provider or which is not on the Register of End-Point Assessment Organisations;

9.1.10 make payment to the End-Point Assessment Organisation for conducting the end-point assessment and keep records of all such payments;

9.1.11 collect employer co-investments at least every three months and report the value received on the ILR, the Training Provider shall not return to the Employer, in total or in part, the Employer's co-investments once the co-investments have been collected; and

9.1.12 apply for the apprenticeship completion certificate within three months of completion of learning if an Apprenticeship Framework is being used.

9.2 The Employer has the option of using the Recruit an Apprentice Service for all new recruits.

9.3 Where the Training Provider advertises on behalf of the Employer using the Recruit an Apprentice Service, the Training Provider must make it clear in the advert, how many hours will be expected and this must meet the minimum duration requirements for the Apprenticeship.

10 Subcontracting by the Training Provider

- 10.1 Subject to clause 8.4 if any Delivery Partner is used by the Training Provider to provide any of the Agreed Services the Training Provider warrants that:
- 10.1.1 it has the knowledge, skills and experience of contracting with, and managing Delivery Partners;
 - 10.1.2 it has not assessed that Delivery Partner as unsuitable; and
 - 10.1.3 it will directly deliver the Apprenticeship training and/or on-programme assessment associated with each Employer's Apprenticeship programme as set out within the Apprenticeship Commitment Statement and in accordance with the ESFA Rules;
 - 10.1.4 it will not use a Delivery Partner for the delivery of the Agreed Services unless that Delivery Partner satisfies the criteria for using delivery subcontractors specified in the ESFA Rules;
 - 10.1.5 it will manage, monitor and regularly assess for quality its Delivery Partners through visits and face to face interviews to ensure high-quality delivery of the Apprenticeship training and/or assessment associated with each Employer's Apprenticeship programme as set out within the Apprenticeship Commitment Statement and in accordance with the ESFA Rules;
 - 10.1.6 it will obtain an annual report from an external auditor if the total Apprenticeship contracts with Delivery Partners exceeds £100,000 in any one financial year;
 - 10.1.7 it will not permit any Delivery Partner to subcontract the performance of its obligations; and
 - 10.1.8 the contract with the Delivery Partner will specify the matters required to be specified in that subcontract by the ESFA Rules.

11 Training Provider assurances

- 11.1 Subject to clause 8.4 the Training Provider warrants that it will not:
- 11.1.1 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;
 - 11.1.2 claim funding for any part of any Apprentice's programme that duplicates training or assessments they have received from any other source.
 - 11.1.3 commence an Apprentice's programme if there is no prospect of the Apprentice completing the programme within the amount of time available;
 - 11.1.4 enrol an Apprentice without confirmation that they are not undertaking another Apprenticeship or another DfE funded FE/HE programme contrary to the ESFA rules;
 - 11.1.5 enrol an Apprentice without ensuring that they meet the eligibility requirements or have permission to work in England;
 - 11.1.6 claim funding for individuals who do not meet the eligibility requirements set out in the ESFA Rules;
 - 11.1.7 claim funding from the ESFA other than for training or assessment in accordance with the ESFA Rules;
 - 11.1.8 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;
 - (a) aged between 16 and 18 years old (or 15 years old if the apprentice's 16th birthday is between the last Friday of June and 31 August)
 - (b) aged between 19 and 24 years old and either has:
 - (i) an EHC plan provided by their local authority; or

(ii) has been in the care of their local authority as defined in the funding rules;

11.1.9 provide end-point assessment to a group of Apprentices it has trained.

11.2 Subject to clause 8.4 the Training Provider warrants that off the job training will be directly relevant to the apprentice framework or standard and otherwise will comply with the ESFA Rules.

EMPLOYER RESPONSIBILITIES

12 Employer General Responsibilities

12.1 The Employer shall:

12.1.1 co-operate with the Training Provider in all matters relating to the Agreed Services;

12.1.2 specify in the Apprenticeship Employer Agreement a manager ('the Contract Manager') to act on behalf of the Employer in all matters relating to the Agreed Services;

12.1.3 provide the Training Provider at no charge with such access to the Employer's premises, data and other facilities as the Training Provider may reasonably require;

12.1.4 provide the Training Provider in a timely manner and within no later than 5 Business Days, with all such documents, information and materials in any form as the Training Provider may reasonably require;

12.1.5 notify the Training Provider or Delivery Partner of any instances that may affect the Apprenticeship programme, to include;

(a) if for any reason the Apprentice and/or Employer representative are unable to attend a scheduled review or training/assessment meeting, or the tasks to be reviewed or assessed have not been completed, at least 48 hours in advance. If such notification is not received, the Training Provider may charge the Employer for any expenses incurred;

(b) any known issues with the Apprentice that may affect their participation in the Apprenticeship;

(c) any potential business decision that may affect the Apprentice(s) and their employment.

12.1.6 inform the Training Provider of all health and safety and security requirements that apply at the Employer's premises or otherwise for the purposes of this Agreement;

12.1.7 allow the Training Provider to undertake legal and contractual requirements for Health, Safety and Welfare of the Apprentice, in addition;

(a) permit Health & Safety inspection of the Apprentice's place of work, by a representative of the Training Provider or Delivery Partner, before commencement of the Apprenticeship and every 12 months thereafter for the duration of the Apprenticeship

(b) provide details and where required, a copy of the employers liability, public liability and professional indemnity insurance certificates at each renewal

(c) notify the Training Provider of any accidents/incidents involving the learner, within 48 hours

12.1.8 ensure that all the Employer's Equipment is in good working order and suitable for the purposes for which it is used;

12.1.9 obtain and maintain all necessary licences and consents and comply with all applicable laws as may be required to enable the Training Provider to provide the Agreed Services, the installation of the Training Provider's Equipment, the use of all Employer Materials and the use of the Employer's Equipment, in all cases before the date on which the Agreed Services are to start;

- 12.1.10 keep, maintain and insure the Training Provider's Equipment in accordance with the Training Provider's instructions from time to time and not dispose of or use the Training Provider's Equipment other than in accordance with the Training Provider's written instructions or authorisation; and
 - 12.1.11 make any complaint to the Training Provider only in accordance with the Training Provider's Complaints Policy provided pursuant to clause 8.3.2.
- 12.2 If the Agreed Services are Government-Employer Co-investment Funded or funded by Transferred Levy Funds the provisions of clauses 14, 15 and 16 shall apply.

13 Employer Apprenticeship Responsibilities

13.1 The Employer shall:

- 13.1.1 enter into an Apprenticeship Agreement with each Apprentice for:
 - (a) a fixed term of at least 366 days for Frameworks, 372 days for Standards and at least 30 hours per week; or
 - (b) the minimum duration as specified by the Apprenticeship specification; or
 - (c) fewer than 30 hours per week (or an unspecified number of hours) but for an extended duration in accordance with the ESFA Rules;
- 13.1.2 work with the Training Provider and each Apprentice to agree an Apprenticeship Standard or Framework and Commitment Statement for each Apprentice;
- 13.1.3 pay Apprentices at least the minimum wage required by law;
- 13.1.4 ensure Apprentices will be entitled to a minimum of the statutory leave entitlements (annually – 20 days holiday plus 8 bank holidays)
- 13.1.5 assist the Apprentice with their development as much as possible to the reasonable satisfaction of the Training Provider;
- 13.1.6 provide appropriate supervision to support, encourage and monitor the Apprentice in the workplace, including;
 - (a) the provision of a nominated mentor and deputy to ensure continued supervision
 - (b) the nominated mentor or deputy to be present at, and contribute to all review/assessment meetings
- 13.1.7 fulfilling responsibilities for the Safeguarding of apprentices, in accordance with relevant legislation and to report all incidents or concerns to the nominated Safeguarding responsible person at the Training Provider
- 13.1.8 fulfilling the duties under the Government Prevent Strategy and report activities to the nominated person at the Training Provider
- 13.1.9 providing, as far as is reasonably practicable, the appropriate facilities, training and experience necessary to allow the Apprentice to achieve the training objectives in their Commitment Statement, without loss of wages. In particular, the Employer agrees;
 - (a) to permit the Apprentice to attend centre-based training as determined within the timetable supplied by the Training Provider or Delivery Partner, or as necessary to fulfil training objectives and ensure at least 20% off-the-job training is received;
 - (b) to involve the Apprentice in active learning or monitored workplace practice throughout the Apprenticeship programme to the reasonable satisfaction of the Training Provider;
 - (c) to provide opportunities for the Apprentice to apply new skills in the workplace;

- (d) to support the Apprentice by providing time to complete necessary assignments/assessments;
 - (e) to be actively engaged in the Apprenticeship programme delivery by providing the appropriate support to the delivery team and giving the Apprentice the opportunity to complete the Apprenticeship programme in full;
 - (f) to provide evidence of the Apprentices achievement in the workplace, as required;
 - (g) to provide use of equipment necessary to enable the Apprentices to fulfil the training objectives, including Personal Protective Equipment (PPE)/uniform;
- 13.1.10 contribute to and participate in, Apprentice review meetings, maximum 8-12 week intervals;
- 13.1.11 permit the Training Provider to apply for Additional Funding for the benefit of Apprentices; and
- 13.1.12 compensate the Training Provider for all costs and expenses reasonably incurred by the Training Provider:
- (a) if it is prevented by the Employer from attending and inspecting the Employer's premises; or
 - (b) if the Apprentice fails to keep an appointment with the Training Provider owing to any act or omission of the Employer.

14 Employer ESFA Responsibilities

- 14.1 Subject to clause 12.2 the Employer undertakes that in accordance with the ESFA Rules it shall:
- 14.1.1 promptly provide accurate and up to date information to the reasonable satisfaction of the Training Provider;
 - 14.1.2 provide the Training Provider with all reasonable support and information it requires in relation to the Apprentice and the Apprenticeship;
 - 14.1.3 at all times provide the Training Provider with up to date information on the Apprentice's employment status or breaks in learning;
 - 14.1.4 immediately notify the Training Provider of any changes to the Apprentice's employment status;
 - 14.1.5 promptly provide the Training Provider with such information as it may reasonably require for it to obtain Government-Employer Co-investment Funding and Transferred Levy Funds, including but not limited to evidence:
 - (a) of the Apprentice's eligibility to receive funding at the start of the Apprenticeship programme;
 - (b) of the Apprentice's employment by either the Employer or a connected company as defined by HM Revenue and Customs;
 - (c) that the Apprentice is spending at least 20% of their paid hours on off-the-job training directly relevant to the Apprenticeship Framework or Apprenticeship Standard (excluding English and maths up to and including Level 2);
 - (d) of the Apprentice's average weekly hours;
 - (e) that the job allows the Apprentice to gain wider employment experience;
 - (f) 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
 - (g) that the Employer employs an average of 49 or fewer employees if the Employer is relying on funding from the government.

- 14.1.6 involve the Apprentice in active learning or monitored workplace practice throughout the Apprenticeship programme to the reasonable satisfaction of the Training Provider;
 - 14.1.7 subject to the Apprenticeship Agreement ensure that the Apprentice works a minimum of 30 hours a week, including any off-the-job training;
 - 14.1.8 ensure that the Apprentice works such number of hours per week to undertake sufficient, regular training and on the job activity as the Training Provider may reasonably require;
 - 14.1.9 permit the Apprentice to complete the Apprenticeship within their working hours (including for English and maths) and provide such evidence of doing so or having done so as the Training Provider may reasonably require;
 - 14.1.10 extend the working hours of the Apprentice or the duration of the Apprenticeship in accordance with the ESFA Rules as the Training Provider may reasonably require if the Training Provider determines that the Apprentice has worked below the minimum number of hours required to complete the Apprenticeship or where a part-time working pattern is needed and in that case provide the Training Provider with such evidence as it may reasonably require to show why this working pattern is needed;
 - 14.1.11 disclose any reason why the Apprentice may not have enough time to complete the Apprenticeship;
 - 14.1.12 ensure that the Apprentice will spend at least 50% of their working hours in England over the duration of the Apprenticeship;
 - 14.1.13 ensure that the Apprentice is not already undertaking any other Apprenticeship programme or another DfE funded FE/HE programme contrary to the ESFA rules;
 - 14.1.14 ensure that each Apprentice is eligible to work in England;
 - 14.1.15 promptly provide the Training Provider with any information it may reasonably require in relation to previous Apprenticeship training or qualifications that any Apprentice may have received;
 - 14.1.16 promptly confirm with the ESFA the spending of Transferred Levy Funds;
 - 14.1.17 promptly pay all sums owed to the Training Provider in relation to the Apprenticeship including the full difference between band maximums and agreed prices, or for any mandatory co-investment; and
 - 14.1.18 select an End-Point Assessment Organisation to deliver end-point assessment from the ESFA Register of End-Point Assessment Organisations taking into account the ESFA's expectation that the cost of end-point assessment should not usually exceed 20% of the funding band maximum and the ESFA's expectation that the Employer's must achieve good value for money.
- 14.2 Unless otherwise agreed the Employer hereby appoints the Training Provider to record the required details of the Apprenticeship with the ESFA and if otherwise the Employer shall promptly record the required details of the Apprenticeship with the ESFA.
- 14.3 The Employer warrants to the Training Provider that each Apprenticeship under this Agreement is a genuine apprenticeship within the meaning of the ESFA Rules.
- 14.4 If the Employer received Transferred Levy Funds, the Employer shall provide the Training Provider with a completed state aid declaration for the funding received.

15 Employer additional Apprentice Responsibilities

- 15.1 Subject to clause 12.2 the Employer undertakes that in accordance with the ESFA Rules, it shall not:
 - 15.1.1 require Apprentice (including former Apprentices) to make financial contributions towards the cost of the Apprenticeship programme, on programme or end-point assessment (including their former Apprenticeship programme);

- 15.1.2 require the Training Provider to seek Additional Funding in relation to Learning Support if in the Training Provider's reasonable opinion the Additional Funding is being used to support the Apprentice with everyday difficulties not directly related to the Apprenticeship;
 - 15.1.3 withdraw Apprentices and re-start Apprenticeships that originally commenced before 1 May 2017 when the ESFA Rules came into force;
 - 15.1.4 use Transferred Levy Funds to pay for Apprenticeships which originally commenced before 1 May 2018; and
 - 15.1.5 use Transferred Levy Funds to pay for Apprenticeships delivered under Apprenticeship Frameworks.
- 15.2 If the Employer received Transferred Levy Funds:
- 15.2.1 The Employer must follow the ESFA's apprenticeship funding rules for employers (as amended from time to time) for all Apprenticeships funded by a transfer;
 - 15.2.2 The Employer must pay the Training Provider the Employer co-investment if the full cost of the Apprenticeship cannot be met by the Transferred Levy funds or from the Employer's Apprenticeship Service Account; and
 - 15.2.3 The Employer warrants that it has arranged the transfer to fund the Apprenticeship from the outset.

16 Employer Training Provider Responsibilities

- 16.1 The Employer shall observe and perform any ESFA Apprenticeship Agreement for Employers entered into between the Employer and the ESFA that applies to any Apprenticeship under this Agreement.
- 16.1.1 Without prejudice to clause 16 the Employer shall:
- (a) promptly and whenever reasonably required by the Training Provider, provide such information as the ESFA may require to pay the Charges; and
 - (b) authorise and direct the ESFA to make payments to the Training Provider for the Agreed Services and the assessment by the End-Point Assessment Organisation;
- in each case to the extent permissible under the ESFA Rules.
- 16.2 If the Employer receives Transferred Levy Funds, the Employer shall notify the Training Provider which Apprenticeships are funded by the Transferred Levy Funds before the Apprenticeship starts.
- 16.3 The Employer shall not agree a commitment on the ESFA Apprenticeship Service where the Apprenticeship would be eligible for support for small employer. Funding for these Apprenticeships must be claimed as set out in the "support for small employers" section of the ESFA rules.
- 16.4 The Employer shall not be entitled to stop or suspend payments by the ESFA to the Training Provider unless one of the Termination Conditions applies.
- 16.5 Subject to clause 12.2 the Employer shall indemnify the Training Provider against all loss, damages, costs, claims and expenses suffered or incurred by the Training Provider as a result of:
- 16.5.1 the Employer failing to disclose any information to the Training Provider that was reasonably required by the Training Provider, including but not limited to:
 - (a) where a Training Provider is unable to claim Additional Funding due to the employer's failure to provide sufficient information within a reasonable period of time;
 - (b) any change of circumstance relating to the Employer or the Apprentice;
 - 16.5.2 any action which the ESFA may take if the Employer's recruitment practice is detrimental either to the Apprentice or the apprenticeship brand; or

- 16.5.3 as a result of the ESFA taking action to recover funding from the Training Provider owing to any breach of the ESFA Rules by the Employer or any breach of this Agreement by the Employer which results in a breach of or failure to comply with the ESFA Rules.
- 16.6 The Employer shall be liable for the cost of any additional end-point assessment resits that are not included in the initial agreed assessment (EPA) costs.

MUTUAL ESFA RESPONSIBILITIES

17 Positive obligations

- 17.1 If the Agreed Services are Government-Employer Co-investment Funded or funded by Transferred Levy Funds each of the Training Provider and the Employer undertakes with the other that it shall in accordance with the ESFA rules:
- 17.1.1 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 (including end-point assessment if applicable);
- 17.1.2 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 Training Provider within 14 days of the Training Provider requiring it to do so and if the Employer shall fail to do so the Training Provider is hereby authorised in the name and on behalf of the Employer and the Training Provider to decide that time as the Training Provider thinks fit;
- 17.1.3 take the costs of the end-point assessment and any re-takes into account when agreeing the Charges;
- 17.1.4 include the contact details and website for the Training Provider on the written agreement with the Apprentice and on the Commitment Statement; and
- 17.1.5 if the Apprenticeship is achieved and the Apprentice does not stay with the Employer cooperate with the other to support the Apprentice and seek alternative opportunities.

18 Negative obligations

- 18.1 If the Agreed Services are Government-Employer Co-investment Funded or funded by Transferred Levy Funds each of the Training Provider and the Employer undertakes to the other that in accordance with the ESFA Rules it shall not:
- 18.1.1 use Government-Employer Co-investment Funding or Transferred Levy Funds for any of the following:
- (a) enrolment, induction, prior assessment, initial diagnostic testing or similar activity;
 - (b) travel costs for apprentices under any circumstances;
 - (c) Apprentice wages;
 - (d) personal protective clothing and safety equipment required by the Apprentice to carry out their day-to-day work;
 - (e) off-the-job training delivered only by distance learning, not including online and other blended learning activities; or
 - (f) any training, optional modules, educational trips or trips to professional events in excess of those required to achieve the Apprenticeship Framework or meet the knowledge, skills and behaviours of the Apprenticeship Standard. This includes training solely and specifically required for a licence to practice;
 - (g) registration and examination (including certification) costs associated with a licence to practise. This applies even where a licence is specified in the Apprenticeship Standard and assessment plan;

- (h) registration and examination (including certification) costs for non-mandatory qualifications (qualifications that are not specifically listed in the Apprenticeship Standard or Framework);
- (i) end-point assessment costs incurred by the Training Provider but not included in the price agreed between the Employer and any End-Point Assessment Organisation;
- (j) English and Maths up to Level 2;
- (k) repeating the same regulated qualification where the Apprentice has previously achieved it unless it is a requirement of the Apprenticeship or for any GCSE;
- (l) accommodation costs (including residential costs associated with non-mandatory qualifications) 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 or Training Provider;
- (m) capital purchases (and the maintenance of capital purchases), including lease agreements, which would have a lifespan beyond the Apprenticeship being funded;
- (n) time spent by employees/managers supporting Apprentices, mentoring or time arranging training support except where this is directly linked to the training assessment, including end-point assessment; or
- (o) specific services not related to the delivery and administration of the Apprenticeship;.

19 General Terms and Conditions

19.1 The general terms and conditions set out in SCHEDULE 2 shall apply.

This Agreement has been entered into as a deed and delivered on the date stated on the Apprenticeship Employer Agreement.

SCHEDULE 1

Definitions and Interpretations

1.1 The definitions and rules of interpretation set out below shall apply in this Agreement.

Additional Funding	means either funding for Apprentices in need of Functional Skills or Learning Support;
Agreed Services	means the Training Services and any other services to be provided by the Training Provider pursuant to clause 5, including unless the context otherwise requires services which are incidental or ancillary to the Training Services and 'the Agreed Services' shall mean all Agreed Services agreed pursuant to every Schedule 6 under this agreement as varied by any applicable Change Note or Mandatory Change Notice;
Agreement Date	means the date which is the Apprenticeship Employer Agreement Date pursuant to clause 5.5;
Apprentice	means an individual employed by the Employer or by a connected company or charity as permitted by the ESFA rules under an Apprenticeship Agreement who is an Apprentice under the ESFA Rules and in relation to whom the Training Provider is to provide any of the Agreed Services;
Apprenticeship	means the training and employment of an Apprentice in accordance with the ESFA Rules;
Apprenticeship Agreement	means a written contract of employment between the Apprentice and the Employer including a statement on the skill, trade or occupation in which the Apprentice is being trained;
Apprenticeship Framework	means a framework approved by the ESFA and published by the Secretary of State and assessed through this Agreement;
Apprenticeship Standard	means a standard approved by the ESFA and published by the Secretary of State, and assessed through a standardised exam, more particularly described in the ESFA Rules;
Awarding Organisation	means the approved qualification-awarding organisation for the applicable Apprenticeship;
Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Business Hours	means the period from 9.00am to 5.00pm on any Business Day;
Change Note	means a Change Note pursuant to clause 6 and SCHEDULE 3;
Charges	means the charges specified in a SCHEDULE 6 for the Agreed Services together with any Mandatory Additional Cost Payment;
Commencement Date	means the date of the Apprenticeship Employer Agreement and by default this full Agreement;
Commitment Statement	means the statement agreed between the Parties (Employer, Apprentice and Training Provider) setting out how the Apprentice will develop the skills required under the Apprenticeship Framework or Standard;
Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;
Completion Payment	means the payment for the 20% of the Charges for each Apprenticeship that under the ESFA Rules is only paid once an Apprentice sits their end-point assessment

(Apprenticeship standard) or applied for their apprenticeship framework certificate, including as the case may be Apprenticeships funded by Transferred Levy Funds;

Confidential Information

means any information that a Party has or acquires before, on or after the date of this Agreement that is confidential in nature concerning the other Party including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy or that of any member of the group of companies to which the other Party belongs;

Data Controller

means the person or organisation who determines the purposes for which and the manner in which any Personal Data is processed;

Data Protection Law

means the European Union Data Protection Directive 94/46/EC, any national laws or regulations implementing that Directive, including the Data Protection Act 1998 (**DPA**); the General Data Protection Regulation EU 2016/679 (**GDPR**) (where applicable) and any national laws or regulation constituting a replacement or successor data protection regime to that governed by GDPR;

Employer's Equipment

means any equipment, including tools, systems, cabling or facilities, provided by the Employer, its agents, Delivery Partners or consultants which is used directly or indirectly in the supply of the Agreed Services including any such items specified in a Schedule 6;

Employer Materials

means all documents, information, items and materials in any form, whether owned by the Employer or a third party, which are provided by the Employer to the Training Provider in connection with the Agreed Services, including the items provided pursuant to clause 12;

End-Point Assessment Organisation

means an approved organisation on the ESFA's Register of End-Point Assessment Organisations;

ESFA

means the Education and Skills Funding Agency;

ESFA Rules

means the ESFA's funding rules as contained in: *Apprenticeship funding and performance management rules for training provider 2018 to 2019* dated July 2018 as amended from time to time.

Force Majeure Event

means any circumstance not within a Party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) terrorist attack, civil commotion or riots, war, threat of or preparation for war;
- (c) nuclear, chemical or biological contamination;
- (d) any law or any action taken by a government or public authority;
- (e) collapse of buildings, fire, explosion or accident;
- (f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party);
- (g) non-performance by suppliers or Delivery Partners (other than by companies in the same group as the Party seeking to rely on this clause); and
- (h) interruption or failure of utility service;

Functional Skills

means Functional Skills for the purposes of the ESFA Rules;

Good Industry Practice

means standards, practice methods and procedures conforming to applicable legal requirements and that degree of care and skill diligence and prudence which would be

reasonably expected of an experienced person engaged in providing services similar in nature to the Training Services in a similar type and size of undertaking and under the same or similar circumstances as anticipated by this Agreement;

Government-Employer Co-investment Funding	means funding provided via a government-employer co-investment in accordance with the ESFA rules.
ILR	means the individualised learner record which the Training Provider submits to the ESFA;
Intellectual Property Rights (IPRs)	means patents, rights to inventions, copyright and moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Learning Support	means support available for Apprentices with learning difficulties or disabilities;
Mandatory Additional Charges	shall have the meaning given in clause 6.2;
Mandatory Change Notice	shall have the meaning given in clause 6.2;
Payment Schedule	means the schedule for payment agreed between the Parties as stated in the Apprenticeship Employer Agreement at SCHEDULE 6;
Personal Data	means data relating to a living individual who can be identified from that data (or from that data and other information in the Data Controller's possession or likely to come into the Data Controller's possession);
Qualifying Charges	such of the Charges as a qualify for Government-Employer Co-investment Funding by the ESFA
Recruit an Apprentice Service	means the government provided service which allows training providers to post and manage apprenticeship vacancies on behalf of employers eligible to make use of the service;
Termination Conditions	means the conditions specified in Schedule 2 paragraphs 5.1, 5.1.1 and 5.1.2;
Training Provider's Equipment	means any equipment, including tools, systems, cabling or facilities, provided by the Training Provider to the Employer and used directly or indirectly in the supply of the Agreed Services, including any such items specified in a Apprenticeship Employer Agreement Schedule 6 but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Employer;
Training Materials	means all documents, information, items and materials in any form, whether owned by the Training Provider or a third party, which are used by the Training Provider in connection with the Agreed Services;
Training Services	means the services set out in the Apprenticeship Employer Agreement;
Transferred Levy Funds	means funding provided by the ESFA which is transferred from one employer to another employer as permitted under the ESFA Rules.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 This Full Agreement, its Schedules as well as the Apprenticeship Employer Agreement and appropriate schedules form the overall Agreement and shall have effect as if set out in full in the body of the Apprenticeship Employer Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to each other gender.
- 1.8 This Agreement shall be binding on, and ensure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written does not include fax and email.
- 1.12 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 Words or phrases defined in the ESFA Rules shall have the same meaning in this document.
- 1.17 The provisions of this Agreement which are stated to apply if the Agreed Services are Government-Employer Co-investment Funded or funded by Transferred Levy Funds shall be construed consistently with the ESFA Rules.

SCHEDULE 2

General Terms and Conditions

1 Intellectual Property Rights

- 1.1 In this paragraph 1 'its Materials' means in relation to the Training Provider the Training Materials and in relation to the Employer the Employer Materials;
- 1.2 Each Party (or its licensors, as applicable) shall retain ownership of all IPRs in its Materials.
- 1.3 Each Party hereby grants to the other a non-exclusive, non-transferable, royalty free licence to use its Materials to the extent reasonably necessary for the Training Provider to provide the Agreed Services;
- 1.4 Each Party:
- 1.4.1 warrants that the receipt and use in the performance of this Agreement by the other, its agents, subcontractors or consultants of its Materials will not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 1.4.2 shall keep the other indemnified against all damages, costs, claims and expenses suffered or incurred by it as a result of any actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of its Materials.

2 Data Protection and Data Processing

- 2.1 The definitions set out in SCHEDULE 1 of this agreement shall apply to this SCHEDULE 2, paragraph 2. In addition, the following definitions shall also apply:

Agreed purposes:	means the purposes set out in parts A and B of Appendix 1 to this schedule and such other purpose as the parties may agree in writing from time to time.
Apprentice personal data:	means Personal Data about apprentices of the Employer
Data controller:	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the Data Controller or the specific criteria for its nomination may be provided for by Union or Member State law;
Data discloser:	a Party who discloses Personal Data to the other under or in connection with this Agreement.
Data processor:	means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;
Data protection law:	means the European Union Data Protection Directive 95/46/EC, any national laws or regulations implementing that Directive, including the Data Protection Act 1998 (DPA); the General Data Protection Regulation EU 2016/679 (GDPR) (when applicable) and any national laws or regulations constituting a replacement or successor data protection regime to that governed by GDPR;
Data receiver:	a Party who receives Personal Data from the other under or in connection with this Agreement.
Data subject:	means an identified or identifiable natural person about whom Personal Data is processed; an identifiable natural person is one who can be identified, directly or indirectly, by reference to the Personal Data;

Personal data:	means information relating to a Data Subject such as a name, an identification number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person, including opinions about a Data Subject.
Processing:	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
Special Category Personal Data:	Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; genetic or biometric data processed for the purpose of uniquely identifying a natural person; data concerning health or data concerning a natural person's sex life or sexual orientation;
Shared Personal Data:	the Personal Data to be shared between the parties for the Agreed Purpose, including the Apprentice Personal Data and the Staff Personal Data and such other Personal Data as agreed from time to time between the parties for the purpose of giving effect to this Agreement..
Staff Personal Data:	Personal Data about the employees, consultants, agents and others engaged by one of the parties.

- 2.2 This paragraph 2, sets out the framework for the sharing of Personal Data between the Parties as Data Controllers.
- 2.3 The Training Provider shall be the Data Controller of all Personal Data obtained by it from each Apprentice or the Employer for the purpose of the Agreed Services.
- 2.4 Each Party agrees to only process Shared Personal Data for the Agreed Purposes and such other purpose as the Data Subjects may consent from time to time.
- 2.5 Each Party shall comply with all applicable requirements of the Data Protection Law with respect to its Processing of the Shared Personal Data.
- 2.6 Each Party agrees to only Process the Shared Personal Data for the Agreed Purpose on the terms set out in this agreement. This clause is in addition to, and does not relieve, remove or replace a Party's obligations under the Data Protection Law.
- 2.7 The Data Discloser shall, in respect of Shared Personal Data, ensure that its privacy notices are clear and shall provide sufficient information to the data subjects for them to understand what of their Personal Data the Data Discloser is sharing with the Data Receiver, the circumstances in which it will be shared, the purposes for the data sharing and the identity of the Data Receiver.
- 2.8 The Data Receiver undertakes to inform the Data Subjects the purposes for which it will Process their Personal Data and provide all of the information that it must provide in accordance with Data Protection Law, to ensure that the Data Subject understands how their Personal Data will be Processed by the Data Receiver.
- 2.9 The Training Provider may, at its sole discretion, request that the Employer provide evidence in a form acceptable to the Training Provider of the Employer's compliance with Data Protection Law.

Use of Data Processors and Sub-Processors

- 2.10 The Data Receiver shall not engage a third party Data Processor to Process the Shared Personal Data without the prior written consent of the Data Discloser, provided that the Training Provider may appoint a Permitted Data Processor without requiring further consent from the Employer.
- 2.11 Where the Data Receiver ('the Data Controller' for the purpose of paragraphs 2.10 and 2.11) appoints a third party as Data Processor for the purpose of Processing Shared Personal Data, it shall ensure that the Data Processor has in place, appropriate technical and organisational measures to meet the requirements of Data Protection Law and protect Data Subject rights.

- 2.12 The Data Controller shall enter into a written agreement which provides that the Data Processor shall Process Shared Personal Data only in accordance with the following:
- 2.12.1 The Data Processor shall only Process the Shared Personal Data on documented instructions from the Data Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by applicable law to which the Data Processor is subject in such a case, the Data Processor shall inform the Data Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
- 2.12.2 The Data Processor shall ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 2.12.3 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- (a) the pseudonymisation and encryption of Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;
 - (e) any specific measures set out in APPENDIX 1 to this SCHEDULE 2.
- 2.12.4 With reference to paragraph 2.12.3(d), in assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed;
- 2.12.5 In the event of an actual or suspected Personal Data Breach involving the Shared Personal Data, the Data Controller shall take overall responsibility for any Personal Data breach obligations under Data Protection Law. The Data Processor shall confirm to the reasonable requirements of the Data Controller in respect of Personal Data breach notification requirements under Data Protection Law, including;
- (a) notifying the Data Controller without undue delay, and not later than 48 hours after having become aware of the Personal Data breach, to enable the Data Controller to fulfil its notification requirements to the ICO; and
 - (b) the notification described in paragraph 2.12.5(a) shall at least:
 - (i) describe the nature of the Personal Data Breach, including where possible: the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
 - (ii) Communicate the name and details of the Data Protection Officer or other contact point where more information can be obtained;
 - (iii) describe the likely consequences of the Personal Data breach; and
 - (iv) describe the measures taken or proposed to be taken to address the Personal Data breach, including, measures to mitigate its possible adverse effects;
 - (c) each Party shall be responsible for any obligation it has with regards to the rights of Data Subjects, save that if a Data Subject exercises, or purports to exercise any of their rights under Data Protection Law in respect of Personal Data then:

- (i) the Data Processor shall inform the Data Controller and the Data Controller may, at its discretion, provide any response to the Data Subject having regard to both the Data Controller's and the Data Processor's obligations under Data Protection Law;
 - (ii) the Data Processor shall not respond to the Data Subject unless instructed to do so by the Data Controller; and
 - (iii) the Data Processor shall promptly provide all information in its possession or control that the Data Controller requires in order to respond to the Data Subject.
- (d) where the Data Controller seeks to implement a new type of Processing activity under this agreement, in particular, where the Data Controller is making use of new technologies, the Data Processed shall either:
- (i) carry out a data protection impact assessment (DPIA) assessing the impact of the envisaged Processing activity on the protection of Personal Data; or
 - (ii) provide the Data Controller with all such cooperation and reasonable assistance as required to enable the Data Controller to carry out the DPIA and implement measures to mitigate the risks to Personal Data and the rights and freedoms of the Data Subjects;
 - (iii) where the results of the DPIA indicate that the Processing activity will result in a high risk to the rights and freedoms of natural persons, the Data Processor shall assist the Data Controller in notifying the Processing activity to the Information Commissioner's Office (ICO) and implementing the agreed measures, prior to the commencement of the new Processing activity.
- (e) the Data Controller and Data Processor shall take steps to ensure that any natural person acting under the authority of the Data Controller or the Data Processor who has access to Personal Data does not process them except on instructions from the Data Controller, unless he or she is required to do so by applicable law;
- (f) the Data Processor shall not engage another Data Processor without first informing the Data Controller of any intended changes concerning the addition or replacement of other Data Processors, thereby giving the Data Controller the opportunity to object to such changes;
- (g) where a Data Processor engages another Data Processor for carrying out specific Processing activities on behalf of the Data Controller, the same data protection obligations as set out in this Agreement shall be imposed on that other Data Processor by way of a contract or other legal act under applicable law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of Data Protection Law. Where that other Data Processor fails to fulfil its data protection obligations, the initial Data Processor shall remain fully liable to the Data Controller for the performance of that other Data Processor's obligations;
- (h) taking into account the nature of the Processing, the Data Processor shall assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligations to respond to requests for exercising the Data Subject's rights laid down in Data Protection Law;
- (i) at the choice of the Data Controller, the Data Processor shall delete or return all the Personal Data to the Data Controller after the end of the provision of the Agreed Services relating to Processing, and delete existing copies unless applicable law requires storage of Personal Data;
- (j) the Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down under Data Protection Law and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller; and
- (k) with regard to Paragraph 2.12.5 (h), the Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes Data Protection Law.

2.12.6 Where either Party is acting as a Data Processor on behalf of the other Part, the provisions of paragraph 2.12.5 shall apply directly between the Parties.

3 Confidentiality

3.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any Confidential Information of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by paragraphs 3.1 and 3.3.

3.2 Each Party may disclose the other Party's Confidential Information:

3.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement provided that such Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this paragraph 2.12.6; and

3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3.3 Each Party may disclose the other Party's Confidential Information if, to the extent to which either Party can prove to the other's reasonable satisfaction that the Confidential Information:

3.3.1 is, or has become, generally available to the public other than as a direct or indirect result of the information being disclosed by a Party or its representatives in breach of this Agreement;

3.3.2 was available on a non-confidential basis to a Party prior to disclosure to it by the other Party;

3.3.3 is developed by or for a Party independently of the information disclosed by the other Party; or

3.3.4 the Parties agree in writing that the information is not confidential.

4 Limitation of Liability

4.1 Nothing in this Agreement shall limit or exclude either Party's liability for:

4.1.1 death or personal injury caused by its negligence;

4.1.2 fraud or fraudulent misrepresentation; or

4.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

4.2 Subject to paragraph 4, the Training Provider shall not be liable to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

4.2.1 loss of profits; sales or business; anticipated savings; goodwill;

4.2.2 loss of use or corruption of software, data or information; or

4.2.3 any indirect or consequential loss.

4.3 Subject to paragraph 4, the Training Provider's total liability to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be limited to the total Charges paid during the 12 months immediately preceding the date on which the claim arose.

4.4 The terms implied by section 3, 4 and 13 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

5 Termination

- 5.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement in its entirety or only in relation to the Agreed Services agreed pursuant to any Apprenticeship Employer Agreement (and Schedule 6) with immediate effect by giving written notice to the other Party if:
- 5.1.1 the other Party commits a material breach of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 5.1.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 5.1.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 5.2 Without affecting any other right or remedy available to it, the Training Provider may terminate this Agreement with immediate effect by giving written notice to the Employer if:
- 5.2.1 the Employer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - 5.2.2 there is a change of Control of the Employer.

6 Consequences of Termination

- 6.1 On termination or expiry of this Agreement:
- 6.1.1 unless expressly stated otherwise in the termination notice this Agreement shall continue in relation to any uncompleted Agreed Services agreed pursuant to every Apprenticeship Employer Agreement (Schedule 6) until those services are completed, provided that the Training Provider shall be entitled to cease to perform these Agreed Services on notice in writing;
 - 6.1.2 the Employer shall immediately pay to the Training Provider all Charges due in respect of the Agreed Services or otherwise and whether or not the Training Provider is entitled to be paid any of those charges out of the Government-Employer Co-investment Funding or Transferred Levy Funds;
 - 6.1.3 the Employer shall promptly return all of the Training Provider's Equipment and if the Employer fails to do so, the Training Provider may enter the Employer's premises and take possession of the Training Provider's Equipment;
 - 6.1.4 until the Training Provider's Equipment has been returned or repossessed, the Employer shall be solely responsible for its safe keeping; and
 - 6.1.5 the Training Provider shall on request return any of the Employer Materials not used up in the provision of the Agreed Services.
- 6.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

7 Employer Delay and Force Majeure

- 7.1 If a Party ('the Affected Party') is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. Without prejudice to paragraph 7.3 the time for performance of such obligations shall be extended while the effects of Force Majeure Event prevails.
- 7.2 The corresponding obligations of the other Party shall be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

7.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 1 month written notice to the Affected Party and paragraph 5.2.2 shall apply.

7.4 Notwithstanding the other provisions of this paragraph 7.4 if the Training Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Employer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Training Provider shall be allowed an extension of time to perform its obligations equal to the delay caused by the Employer or further if reasonably required by the Training Provider.

8 Assignment and Other Dealings

8.1 Subject to paragraph 8.2, neither Party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the consent of the other Party.

8.2 The Training Provider may in accordance with the other provisions of this Agreement sub-contract performance of the Agreed Services to any sub-contractor with the consent of the Employer such consent not to be unreasonably withheld and provided for the avoidance of doubt that the Training Provider shall remain responsible for performance of the Agreed Services by that sub-contractor and if the Apprenticeship is Government-Employer Co-investment Funded or funded by Transferred Levy Funds the Training Provider shall remain responsible for complying with its responsibilities under this agreement.

8.3 If any Delivery Partner undergoes a change of circumstances that affects its ability to continue to deliver any of the Agreed Services, the Training Provider shall be entitled to make such alternative delivery arrangements for each affected Apprentice as it may reasonably decide.

9 Variation

9.1 Subject to clause 6, no variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

10 Waiver

10.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

10.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11 Severance

11.1 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12 Entire Agreement

12.1 The Apprenticeship Employer Agreement along with this Full Employer Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

13 Partnership and Agency

13.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between either of the Parties, constitute either Party the agent of the other, or save as otherwise expressly provided authorise either Party to make or enter into any commitments for or on behalf of the other.

- 13.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 13.3 For the purpose of obtaining any payment to which the Training Provider may be entitled in respect of the Agreed Services or otherwise pursuant to this Agreement under the ESFA Rules and by way of security the Employer hereby irrevocably appoints the Training Provider to be its attorney in its name and on its behalf to do anything necessary or desirable to obtain such payment

14 Third Party Rights

- 14.1 No one other than a Party, their successors and permitted assignees, shall have any right to enforce any of its terms.

15 Notices

- 15.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class recorded or other next Business Day signed for delivery service at its registered office (if a company) or its principal place of business (in any other case);
- 15.2 Any notice shall be deemed to have been received: on signature of a delivery receipt;
- 15.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16 Counterparts

- 16.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 16.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

17 Disputes

- 17.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it the Parties shall follow the procedure set out in SCHEDULE 4.

18 Governing Law and Jurisdiction

- 18.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 18.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

APPENDIX 1

Data Processing Particulars

Part A – Processing by the Training Provider

Scope:	Processing of Personal Data by the Training Provider under the terms of this Agreement whereby the Training Provider provides a programme of academic learning for apprenticeships to Apprentices of the Employer.
Nature:	<p>1. The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Apprentice Personal Data in connection with the Training Provider providing a programme of academic learning for apprenticeships,</p> <p>2. The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Employer Staff Personal Data in connection with the Training Provider providing a programme of academic learning for apprenticeships to the Employer's apprentices.</p>
Purpose:	<p>The provision by the Training Provider of a programme of academic learning for apprenticeships to the Employer's apprentices.</p> <p>Communication between the Training Provider and the Employer in relation to the provision by the Training Provider of a programme of academic learning for apprenticeships to the Employer's apprentices.</p>
Period for which Shared Personal Data will be retained:	<p>Apprentice Personal Data (other than the Training Records) until [six months] after the Apprenticeship End Date, or until the Agreement terminates, whichever is earlier.</p> <p>Employer's Staff Personal Data for the period of time for which the information is required to facilitate the running of the Apprenticeship or until this Agreement terminates (whichever is earlier), and for [6 months] thereafter.</p>
Types of Personal Data:	<ul style="list-style-type: none"> • Name • Address • Date of birth • NI Number • Email address • Telephone number/s • Ethnicity • Nationality and residency • Health details (including disabilities and/or difficulties) • Care Leaver status • Employment status and details (including benefits where applicable) • Career objectives and personal skills assessment • Household situation (where applicable) • Next of Kin • Prior Attainment • Progress • Any other relevant information requested as per contractual requirements

Categories of Data Subject:	<ul style="list-style-type: none"> • Apprentices of the Employer; • Staff of the Employer; • Staff of the Training Provider; • Staff of the Delivery Partners (where applicable).
Permitted Data Processors	<ul style="list-style-type: none"> • Any person providing the Training Services on behalf of the Training Provider; • IT service providers (for the purpose of hosting, supporting or maintaining the Training Provider's IT systems, including any back-up and disaster recovery systems); • MI System providers (for the purpose of supporting the use and management of the MIS); • Awarding bodies (where applicable); • End-Point Assessment Organisation and End-Point Assessors (where applicable).

SCHEDULE 3

Change Procedure

- 1** Any discussions which may take place between the Employer and the Training Provider in connection with a possible change shall be without prejudice to the rights of either Party.
- 2** A request to amend this Agreement or the Agreed Services by either Party shall be made in writing to the other in the form of a note ('a Proposed Change Note').
- 3** Each Proposed Change Note shall state:
 - 3.1** the name of the Party requesting the change;
 - 3.2** the date of the request;
 - 3.3** the reason for the change;
 - 3.4** full details of the change;
 - 3.5** the price, if any, of the change;
 - 3.6** the likely impact of the change on other aspects of this Agreement including:
 - 3.6.1** the timetable for the provision of the Agreed Services;
 - 3.6.2** the effect on the Charges;
 - 3.6.3** the training to be provided;
 - 3.6.4** the use of sub-contractors;
 - 3.6.5** working arrangements;
 - 3.6.6** other contractual issues; and
 - 3.7** a timetable for implementation of the change.
- 4** The Training Provider and the Employer shall negotiate each Proposed Change Note in good faith and without any obligation on either Party to agree, both Parties shall sign the Proposed Change Note once it is agreed.
- 5** A Proposed Change Note when signed by the Employer and the Training Provider shall thereupon become a Change Note and shall constitute an amendment to this Agreement.

SCHEDULE 4

Dispute Resolution Procedure

- 1** Either Party may give to the other written notice ('a Dispute Notice'), setting out the nature and particulars of the disputed matter ('the Dispute') together with relevant supporting documents within 14 days of the issue arising, for the attention of the appropriate Relationship Manager (as detailed in the Apprenticeship Employer Agreement), to one of the following addresses:
 - 1.1.1 enquiries@bctg.org.uk
 - 1.1.2 BCTG Limited, European Business Park, Taylors Lane, Oldbury, B69 2BN
- 2** On service of a Dispute Notice, the Relationship Manager will investigate the complaint and respond to the Employer within 21 days confirming when the investigation will be completed and a response provided
- 3** If the Employer is dissatisfied with the outcome of the investigation or the proposed remedial action, they can write directly to the Group Operations Manager. The Group Operations Manager will then investigate and write to the Employer, describing the outcomes of the investigation and their final decision within 28 days of notification of the complaint. If the complaint cannot be investigated within this timescale the Group Operations Manager will write to the Employer stating when an investigation will be completed.
- 4** If the Employer remains dissatisfied with the outcome of the investigation or the proposed remedial action, they can write directly to the Executive Director. The Executive Director will then investigate and write to the Employer, describing the outcomes of the investigation and his final decision within 28 days of notification of the complaint. If the complaint cannot be investigated within this timescale, the Executive Director will write to the Employer stating when an investigation will be completed.

SCHEDULE 5

Additional Delivery Partners

Delivery Partner 1			
Partner Name:	<input type="text"/>	UKPRN:	<input type="text"/>
Address & Postcode:	<input type="text"/>		
Contact Number:	<input type="text"/>		
Main Contact Name:	<input type="text"/>		
Main Contact Details (Tel.No. & E-mail Address):	<input type="text"/>		
Secondary Contact Name:	<input type="text"/>		
Secondary Contact Details (Tel.No. & E-mail Address):	<input type="text"/>		
Training to be provided by this Delivery Partner:	<input type="text"/>		

Delivery Partner Signature:	<input type="text"/>	Name:	<input type="text"/>
Position in Organisation:	<input type="text"/>	Date:	<input type="text"/>

Delivery Partner 2			
Partner Name:	<input type="text"/>	UKPRN:	<input type="text"/>
Address & Postcode:	<input type="text"/>		
Contact Number:	<input type="text"/>		
Main Contact Name:	<input type="text"/>		
Main Contact Details (Tel.No. & E-mail Address):	<input type="text"/>		
Secondary Contact Name:	<input type="text"/>		
Secondary Contact Details (Tel.No. & E-mail Address):	<input type="text"/>		
Training to be provided by this Delivery Provider:	<input type="text"/>		

Delivery Partner Signature:	<input type="text"/>	Name:	<input type="text"/>
Position in Organisation:	<input type="text"/>	Date:	<input type="text"/>

SCHEDULE 6

Apprentice Details

Is this a completely new Apprentice or a continuing Apprentice previously with another Employer?		New	<input type="checkbox"/>	Continuing	<input type="checkbox"/>	
Apprentice Name:	<input style="width:300px;" type="text"/>	NI Number:	<input style="width:150px;" type="text"/>	D.O.B:	<input style="width:100px;" type="text"/>	
Address & Postcode:	<input style="width:500px;" type="text"/>			Gender (M/F):	<input style="width:100px;" type="text"/>	
E-mail Address:	<input style="width:250px;" type="text"/>	Home Tel. No.:	<input style="width:150px;" type="text"/>	Mobile No.:	<input style="width:150px;" type="text"/>	
Apprenticeship Title:	<input style="width:350px;" type="text"/>		Apprenticeship Level: <input style="width:150px;" type="text"/>			
Awarding Body:	<input style="width:280px;" type="text"/>	Apprenticeship Type:	Framework	<input type="checkbox"/>	Standard	<input type="checkbox"/>
Planned Start Date:	<input style="width:250px;" type="text"/>	Planned End Date:	<input style="width:200px;" type="text"/>			

1. Prior Learning and Accreditation

(a) **Standard Total Negotiated Price for selected Apprenticeship** £

(b) Has any accredited or recognised prior learning been identified in the skills scan? (if not, move to Section 2) Yes No

(c) If so, please specify what has been identified below

(d) What % reduction is required? %

2. Funding agreed for this Apprentice

	(a) Total Negotiated Price (of which)	(b) Training Price	(c) End-Point Assessment Price	(d) Non-funded items ¹
	£ <input style="width:150px;" type="text"/>	£ <input style="width:150px;" type="text"/>	£ <input style="width:150px;" type="text"/>	£ <input style="width:150px;" type="text"/>
(e) What is the funding band maximum?	Choose an item.			
(f) Is the total of the Training Price (2b) and End-Point Assessment (2c) more than the funding band max?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
(g) If so, please specify by how much?	£ <input style="width:150px;" type="text"/>			

3. Eligibility for Full-funding – the government will fund the full apprenticeship costs (up to the maximum band rate) if the following applies: (Please tick)

(a) The employer has 49 employees or less (averaged over the last 365 days) **AND**

If so, please specify the average number of employees²

(b) The learner is 16-18 years old, **OR**

(c) The learner is 19-24 years old, with an Education & Health Care Plan (EHCP)

	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

¹ Non-funded items include any delivery not required for the Apprenticeship, such as additional courses, government funding cannot be used for these items and the employer must pay the cost directly to the provider in addition to the required Levy/co-investment contribution. This does not include English and/or Maths, incentives or additional support funding which the ESFA will fund separately

² Where the employer has declared 45-49 employees, evidence is required

4. Employer Contributions

(a)	The employer is required to contribute ³	Yes	<input type="text"/>	No	<input type="text"/>
(b)	The 5% employer contribution required (2b + 2c x 0.05)	£ <input type="text"/>			
(c)	Total employer contribution required (2d + 2g + 4b)	£ <input type="text"/>			
(d)	How will the contribution be paid?	50% @ Start / 50% @ 9 Months	<input type="text"/>	In-full at start	<input type="text"/>
				12-month direct debit	<input type="text"/>

5. Employer Incentives

The government will pay an incentive to employers for 16-18 year olds and 19-24 with an EHCP @ £1,000, payable as £500 @ 90 days and £500 @ 365 days, where the employer is eligible, BCTG agrees to make BACS payments to the Employer within 30 days of the date it receives the funds from the ESFA (this will generally be the month after the due date below). The payments will be made in line with the ESFA Incentive rules, in order for these incentives to be paid, BCTG must have evidence to confirm the Apprentice is still in employment and undertaking an Apprenticeship.

(a)	Is the learner aged 16-18 years old of 19-24 with an EHCP?	Yes	<input type="text"/>	No	<input type="text"/>
(b)	What months are the incentives due to be earned?	90 days	<input type="text"/>	365 days	<input type="text"/>
(c)	What months are the incentives due to be paid?	90 days	<input type="text"/>	365 days	<input type="text"/>

6. Breakdown of Agreed Training Price (recorded at Section: 2(b))

(a)	Registration, Examination and Certification costs for Mandatory Qualifications	£ <input type="text"/>
(b)	Materials used in the delivery of the apprenticeship (non-capital items & non-recyclable)	£ <input type="text"/>
(c)	Off-the-job training and tuition costs directly related to the delivery of the apprenticeship including e-learning	£ <input type="text"/>
(d)	Regular planned on-programme assessment including progress reviews	£ <input type="text"/>
(e)	Administration directly linked to training, assessment, EPA, processing of ILR and quality assurance and support	£ <input type="text"/>
(f)	Other not listed above, please detail:	£ <input type="text"/>
	Total Agreed Training Price:	£ <input type="text"/>

7. Delivery Partner(s) & Funding Agreed

(a)	Delivery Partner 1	<input type="text"/>
(b)	Funding to be paid to Delivery Partner 1 for the cost of Training	£ <input type="text"/>
(c)	Delivery Partner 2	<input type="text"/>
(d)	Funding to be paid to Delivery Partner 2 for the cost of Training	£ <input type="text"/>

8. BCTG Funding Agreed

(a)	Direct Training Delivery & On-programme assessment (to include e-learning)	£ <input type="text"/>
(b)	Programme administration	£ <input type="text"/>
(c)	Manage, monitor and support delivery partner(s)	£ <input type="text"/>
(d)	Quality assure partners training delivery	£ <input type="text"/>
(e)	Paid to End-Point Assessment Organisation	£ <input type="text"/>

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90 day in-learning evidence received:	<input type="text"/>	90 day Incentive Paid:	<input type="text"/>
365 day in-learning evidence received:	<input type="text"/>	365 day Incentive Paid:	<input type="text"/>

³ If a levy employer, the levy funding may not be available to cover the costs of the programme throughout, as such, some contributions may apply from time to time

SCHEDULE 7

New Branch Details

Please note, this form should only be used if the named branch is part of the larger company and accounts/payroll etc.... are done via the head office. If the branch named is a franchise of the larger company or a branch that are independent and produce their own accounts/payroll, a new full employer agreement is required.

Head Office Details:			
Employer Name:		Head Office Postcode:	
Head Office EDRS Number:		BCTG Employer Agreement No.	
Main Contact (Signatory)			
Name:		Job Title:	
Tel No:		E-mail Address:	
New Branch Details:			
Name (if different to above):			
Address & Postcode:			
Telephone Number:		EDRS Number:	
Contact Name:		Position:	
Contact Number:		E-mail Address:	
New Branch Details:			
Name (if different to above):			
Address & Postcode:			
Telephone Number:		EDRS Number:	
Contact Name:		Position:	
Contact Number:		E-mail Address:	
New Branch Details:			
Name (if different to above):			
Address & Postcode:			
Telephone Number:		EDRS Number:	
Contact Name:		Position:	
Contact Number:		E-mail Address:	