

**CONTRACT PARTICULARS**

**Dated**

**20[ ]**

**UNIVERSITY OF NORTHUMBRIA AT NEWCASTLE**

**and**

**[EMPLOYER]**

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**Apprenticeship Training  
Services Agreement**

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**Levy**



**Northumbria  
University**  
NEWCASTLE

Legal Services, Vice-Chancellor's Office, Northumbria University, Newcastle upon Tyne, NE1 8ST

## CONTRACT PARTICULARS

THIS AGREEMENT is dated

20[ ]

EMPLOYER DETAILS	
<b>Employer:</b>	[EMPLOYER'S COMPANY NAME] AS IT APPEARS ON THEIR DIGITAL ACCOUNT/EMPLOYER CONTRACT WITH ESFA
<b>Company Number:</b>	[EMPLOYER'S COMPANY NUMBER]
<b>Employer's address:</b>	[EMPLOYER'S REGISTERED OFFICE ADDRESS]
<b>Employer's Representative:</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
UNIVERSITY DETAILS	
<b>Training Provider</b> (referred to herein as "University" or "Training Provider"):	University of Northumbria at Newcastle (trading as 'Northumbria University')
<b>Company Number:</b>	Not applicable
<b>University's address:</b>	Sutherland Building, College Street, Newcastle upon Tyne, NE1 8ST
<b>University's UKPRN</b>	10001282
<b>University's VAT number:</b>	686 994 842
<b>University's Representative:</b>	Name: Liane Brierley Title: Registrar, Educational Partnerships Email: liane.brierley@northumbria.ac.uk Telephone: 0191 227 3559 Postal Address: As above
SPECIFIC TERMS	
<b>Mandatory Documents</b>	<ol style="list-style-type: none"> <li>1. Commitment Statement</li> <li>2. Apprenticeship Agreement</li> <li>3. Contract of Service (Apprenticeship Training Services Agreement document)</li> </ol>

## CONTRACT PARTICULARS

	<p>4. Evidence of eligibility</p> <p>5. Any other documents required for the evidence pack under the Funding Rules</p> <p><i>Employers should note failure to provide the Mandatory Documents by the date specified by the University may result in the apprenticeship start date being postponed.</i></p>
<b>Contract Commencement Date</b>	The date of execution of this Agreement or if earlier, start date of programme (notwithstanding any subsequent execution)
<b>Initial Expiry Date</b>	30 June 2024
<b>SCHEDULES</b>	
<b>Schedule 1:</b>	Apprenticeship Programme(s)
<b>Schedule 2:</b>	Employer Handbook
<b>Schedule 3:</b>	Mandatory Policies

This Agreement is entered into on the date set out above and is made up of these Contract Particulars, the Contract Terms and the Schedules stated above.

<b>SIGNED</b> for and on behalf of the <b>UNIVERSITY:</b>	<b>SIGNED</b> for and on behalf of the <b>EMPLOYER:</b>
Signature: .....	Signature: .....
Name: .....	Name: .....
Position: .....	Position: .....
Date: .....	Date: .....

## Contract Terms

### 1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply to this Agreement:

**Accountability Statement** means the “Apprenticeship Accountability Statement” published by the Department for Education which sets out the roles and responsibilities of the various regulatory bodies responsible for regulating Apprenticeships. The current Accountability Statement can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/605552/Apprenticeship\\_Accountability\\_Statement.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/605552/Apprenticeship_Accountability_Statement.pdf)

**Additional Payment** means payments made available to the employers and paid to the training provider on employers’ behalf by the ESFA such as the additional payment for 16 to 18-year olds and eligible 19- to 24-year olds;

**Apprentice** means a person who works under an Apprenticeship Agreement entered into with the Employer;

**Apprenticeship** means the training and (where applicable) end-point assessment for an employee as part of a job with an accompanying skills development programme in accordance with section A1 of the Apprenticeships, Skills, Children and Learning Act 2009. An apprenticeship must be either a new job that requires new knowledge and skills or an existing job role, where the individual needs significant new knowledge, skills and behaviours to be occupationally competent;

**Apprenticeship Agreement** means (a) an approved English apprenticeship agreement; or (b) an apprenticeship agreement within the meaning given in section 32 or section A1(4) of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England;

**Apprenticeship Programme** means a programme of Training set out in Schedule 1 or otherwise agreed pursuant to clause 5;

**Apprenticeship Programme Completion Date** means the date on which the last Apprentice provided with Training under this Agreement successfully completes the relevant End-Point Assessment (including following any resits or retakes necessary for such successful completion) or withdraws from the Apprenticeship or is deemed to have failed the apprenticeship as defined in the EPA Assessment Plan or Approved Apprenticeship Standard;

**Approved Apprenticeship Standard** has the meaning given in Section A1 of the Apprenticeships, Skills, Children and Learning Act 2009;

**Break in Learning** means a period of time during an Apprenticeship Programme in which the Apprentice is not participating in work with the Employer, nor undertaking any training or learning with the University and where at the time of notification the Apprentice intends to resume participation in the Apprenticeship at some point in the future. By way of example only, this may be due to illness, pregnancy, parental leave or some other reason which makes the Apprentice temporarily unable to continue with the Apprenticeship (but does not include any usual period of annual leave authorised in accordance with the Employer’s standard employment policies);

**Bribery Act** means the Bribery Act 2010 and any subordinate legislation made under that Act, as updated from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Business Days** means any day from Monday to Friday excluding any public or bank holiday in England when the banks of London are open for business;

**Charges** means the full cost of the Services provided in accordance with the Apprenticeship Programme(s) as set out in the relevant Apprenticeship Programme including any costs payable pursuant to clause 4.1.9 and any additional costs pursuant to clause 19;

**Charity Commission** means the Charity Commission for England and Wales or such other statutory or non-statutory body responsible for regulating charities in England from time to time;

**Commencement Date** means date stated as being the commencement date in the Contract Particulars;

**Contract Particulars** means the particulars of this Agreement as set out and attached to this Agreement above;

**Contract of Service** has the meaning defined in clause 4.1.1 of this Agreement which shall constitute a “contract of service” as referred to in the Funding Rules;

**Contract Terms** means these contract terms from clause 1 to 20 inclusive;

**Data Protection Law** means (i) the UK Data Protection Law and (ii) to the extent applicable, (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the EU General Data Protection Regulation 2016 (“**GDPR**”) and the EU Privacy and Electronic Communications Directive 2002, and (b) any code of practice or guidance published by the European Commission (or equivalent regulatory body) from time to time;

**Employer Handbook** means the employer handbook issued by the University, as amended from time to time. The current Employer Handbook is set out or referred to at Schedule 2;

**Employer’s Digital Account** means the part of the ESFA’s apprenticeship service which shows the amount of Funding available to the Employer to spend on Training of Apprentices and information associated with this spend;

**Employer’s Representative** means the person stated as the Employer’s representative in the Contract Particulars or notified to the University from time to time;

**End-Point Assessment (EPA)** means the assessment (and any resits of that assessment) of the Apprentice’s knowledge, skills and behaviours carried out by an End-Point Assessment Organisation at the end of the Training to confirm that the Apprentice has met the requirements of any relevant Approved Apprenticeship Standard;

**End-Point Assessment Organisation (EPAO)** means any organisation on the Register of End-Point Assessment Organisations which is selected by an employer and contracted by a training provider to carry out End-Point Assessment except where the Apprenticeship relates to an Integrated Degree Apprenticeship in which case the End-Point Assessment Organisation may be the training provider;

**EPA Assessment Plan** means the scheme of assessment approved by the Institute for Apprenticeships in relation to an Approved Apprenticeship Standard which EPAOs use to develop assessment tools and deliver EPAs;

**ESFA** means the Secretary of State for Education, acting through the Education and Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT;

**ESFA Contingency** means the actions required to be taken under the Funding Rules following a change in employer, apprentice or provider circumstances (currently set out in paragraphs 306 to 329 inclusive);

**ESFA Contingency Event** means each scenario described in each ESFA Contingency;

**Employer Charges** means the eligible, evidenced cost to the Employer of providing the part of the Training allocated to it in an Apprenticeship Programme;

**Expiry Date** has the meaning given to it in clause 2.1;

**Force Majeure Event** has the meaning given to it in clause 11;

**Funding** means the funding paid to the University on behalf of the Employer towards the cost of Training and End-Point Assessment in accordance with this Agreement;

**Funding Rules** means the Apprenticeship Funding and Performance Management Rules for Training Providers and, where applicable, the Apprenticeship Funding: Rules for Employer-Providers, both as revised and amended from time to time. The current Funding Rules are available at: <https://www.gov.uk/guidance/apprenticeship-funding-rules>

**Good Industry Practice** means the exercise of such degree of skill, diligence and care which would reasonably and ordinarily be expected from a skilled and experienced provider engaged in the discharge of their usual business (as the context so dictates) under the same or similar circumstances as those applicable to this Agreement;

**Initial Expiry Date** means the date stated as being the initial expiry date in the Contract Particulars or such later date as the parties may agree under clause 2.2;

**Insolvency Event** means any of the events or circumstances set out at clause 8.1.3 to 8.1.10 inclusive.

**Integrated Standard** is an Approved Apprenticeship Standard in which the End-Point Assessment is incorporated into the main learning aim (usually a degree or other full higher education qualification) as defined in the Funding Rules;

**Intellectual Property Rights** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites;

**Law** means all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England and Wales and in particular (but not limited to) any competition law provisions that apply to the higher education sector;

**Mandatory Documents** means the documents listed as mandatory documents in the Contract Particulars;

**Mandatory Policies** means the policies and procedures of the University attached or referred to at Schedule 3 or otherwise notified to the Employer by the University from time to time;

**OfS** means the Office for Students or such other statutory or non-statutory body responsible for regulating the higher education sector from time to time and all matters currently assigned to the OfS under the Accountability Statement;

**Ofsted** means the Office for Standards in Education, Children's Services and Skills Piccadilly Gate, Store Street, Manchester, M1 2WD or such other statutory or non-statutory body responsible for carrying out its functions from time to time (including but not limited to the regulation of the further education sector, teacher training in the higher education sector and all matters assigned to it under the Accountability Statement);

**QAA UK Quality Code** means the code published by the QAA which sets out the expectations that all providers of UK higher education are required to meet;

**Quality Assurance Agency for Higher Education (QAA)** means the Quality Assurance Agency for Higher Education, company number 03344784 with registered office Southgate House, Southgate Street, Gloucester, Gloucestershire, GL1 1UB or such other statutory or non-statutory body responsible for carrying out its functions from time to time (including but not limited to monitoring and improving quality in the higher education sector and all matters assigned to it under the Accountability Statement);

**Regulator Change** means (a) any change in the rules, guidance or instructions issued from time to time by the Department for Education, the ESFA, the OfS, QAA, Ofsted, the Charity Commission or any other professional or regulatory body which regulates the University, the Employer, the Apprentice or any Apprenticeship Programme, or (b) any change in Law;

**Services** the provision of training services in respect of the Apprenticeship Programmes, as further detailed in Schedule 1 or otherwise agreed pursuant to clause 5;

**Subcontractor** means a person or organisation selected by the Employer and the University to deliver part of the Training on behalf of the University under this Agreement (and where the Employer or any associated company is selected to deliver some of the training on behalf of the University under this Agreement, they will also be considered to be a Subcontractor whilst undertaking that delivery);

**Training** means the delivery of training and on-programme assessment by the University to one or more Apprentices;

**UK Data Protection Law** means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) in the United Kingdom which relates to the protection of individuals with regards to the Processing of Personal Data, including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

**University's Representative** means the person stated as the University's representative in the Contract Particulars or notified to the Employer from time to time;

**Unfunded Charges** means such parts of the Charges that have not been recovered from the ESFA for any reason other than the default of the University;

**VAT** means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994;

- 1.2 Clause and Schedule headings do not affect the interpretation of this Agreement.
- 1.3 References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this Agreement.
- 1.4 If there is any conflict or inconsistency between any of the provisions of this Agreement, the conflict or inconsistency shall be resolved by giving precedence to the provision(s) in the following order of priority:
  - 1.4.1 the Contract Particulars;
  - 1.4.2 the Contract Terms;
  - 1.4.3 the Schedules (in numerical order).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to a statute or statutory provision or the Funding Rules is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.8 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.
- 1.9 Subject to clause 1.1, words or phrases defined in the Funding Rules shall have the same meaning in this Agreement.
- 1.10 A reference to a **person** includes firms, partnerships and corporations and their successors and permitted assignees or transferees.
- 1.11 A reference to **written** or **in writing** includes email but not fax.

## **2. Commencement and Duration**

- 2.1 This Agreement shall commence on the Commencement Date and shall continue until the Expiry Date being the later of:
  - 2.1.1 the Initial Expiry Date; and
  - 2.1.2 the latest Apprenticeship Programme Completion Date to occur provided that the relevant Apprenticeship Programme giving rise to such date has commenced prior to the Initial Expiry Date.
- 2.2 Prior to the Initial Expiry Date the parties may agree in writing to extend the Initial Expiry Date.

## **3. University Obligations**

- 3.1 The University shall deliver the Services to the Employer:
  - 3.1.1 in accordance with and for the duration of the relevant Apprenticeship Programme;
  - 3.1.2 using reasonable skill and care;
  - 3.1.3 in compliance with the Funding Rules;



- 3.1.4 in compliance with the quality codes, guidance and requirements issued by the OfS, the QAA (including the QAA UK Quality Code) and/or Ofsted (as the case may be).
- 3.2 The University shall enter into written agreements with all relevant:
  - 3.2.1 Subcontractors; and
  - 3.2.2 End-Point Assessment Organisations (except where the Apprenticeship relates to an Integrated Standard and the University is the End-Point Assessment Organisation);as specified in the relevant Apprenticeship Programme.
- 3.3 The University shall monitor the quality of Training delivered by a Subcontractor through such means as it considers appropriate including regular meetings, audits and observations of teaching, learning and assessment.
- 3.4 Subject to the Employer fulfilling the obligations set out in clause 4, the University shall use its reasonable endeavours to recover sums in respect of the Charges from the ESFA.
- 3.5 The University reserves the right:
  - 3.5.1 to withdraw any conditional offer to deliver Training to any Apprentice(s) upon notice where all the conditions attached to that offer are not satisfied by the start of the Apprenticeship Programme or such other date as the University may specify;
  - 3.5.2 not to deliver an Apprenticeship Programme if the minimum cohort number required to make it commercially viable for the University is not achieved, in which case the University may terminate the relevant Apprenticeship Programme by giving the Employer not less than [fourteen (14)] days' notice in writing before the commencement of the relevant Apprenticeship Programme.

#### **4. Employer Obligations**

- 4.1 The Employer shall:
  - 4.1.1 from the commencement of the relevant Apprenticeship Programme until completion of the relevant End-Point Assessment or the Apprentice's withdrawal from the Apprenticeship, employ and pay the Apprentice in accordance with the Law and agreed employment terms and conditions (a **Contract of Service**) for the duration of the relevant Apprenticeship Programme which shall be not less than the period set out in the relevant Apprenticeship Programme (subject to earlier termination of this Agreement in accordance with its terms and/or the Apprentice's Contract of Service);
  - 4.1.2 promptly do all acts and not omit to do anything reasonably requested of the Employer by the University for the purposes of the University's:
    - (a) compliance with the Funding Rules;
    - (b) obtaining any payment to which it or the Employer may be entitled under the Funding Rules; and
    - (c) compliance with the quality codes and any guidance issued by the ESFA, OfS, QAA Ofsted and/or the Charity Commission (as the case may be),
  - 4.1.3 enter into and procure that each Apprentice enters into:
    - (a) a Contract of Service;

- (b) an Apprenticeship Agreement; and
- (c) a commitment statement compliant with the Funding Rules,

each of which must be in place for the entire length of the Apprenticeship and meet the requirements of the Funding Rules and be made available to the University on request;

4.1.4 provide such training and/or carry out such actions as are assigned to the Employer in the Apprenticeship Programme with due skill, care and attention and in any event support each Apprentice in their learning and development to the reasonable satisfaction of the University;

4.1.5 notify in writing the University of any Break in Learning;

4.1.6 confirm promptly on request by providing signed declarations to the University:

- (a) each Apprentice's eligibility for apprenticeship funding;
- (b) any eligibility for 16-18-year old Additional Payments (if applicable);
- (c) any eligibility for 19-24-year old with Education, Health and Care plan or has been a Child in Care Additional Payments (if applicable);
- (d) any eligibility for care leavers bursary Additional Payments (if applicable);
- (e) the average number of employees employed by the Employer in the three hundred and sixty-five (365) days immediately preceding the first day of an Apprenticeship and (if applicable) the Employer's eligibility for small employer Additional Payments;
- (f) any other matters on which the University requires written evidence that is in the possession of the Employer in order for the University to comply with the Funding Rules;
- (g) the address or addresses where the Apprentice shall be carrying out their working hours;
- (h) whether learning support is available to support Apprentices with additional learning needs;
- (i) compliance with the Law relating to state aid;
- (j) the number of contracted working hours for which each Apprentice is employed,

4.1.7 ensure, and on request confirm, that:

- (a) the Apprentice is employed for a minimum of 30 hours per week and that training both on and off-the-job is included in those hours of employment or where the Apprentice is employed for less than 30 hours per week the duration of the Apprenticeship has been extended proportionately in accordance with the Funding Rules;
- (b) the funding for the Apprenticeship is not used to pay any part of the Apprentice's wages;
- (c) the Apprentice is enabled to complete the Apprenticeship within their working hours and make available time for the Apprentice to be able to complete the Apprenticeship Programme including:

- (i) permitting a minimum of 20% (after statutory leave has been deducted) of each Apprentice's employed hours to be used for off-the-job training (including permitting each Apprentice to attend any rearranged training);
  - (ii) releasing the Apprentice to the University for undertaking such training and courses with the University as set out in the Apprenticeship Programme;
  - (iii) providing the Apprentice the use of equipment necessary to enable the Apprentice to fulfil training objectives;
  - (iv) cooperating with the University to arrange for any necessary End-Point Assessment and allowing the Apprentice to attend the same
- 4.1.8 comply with the terms of any agreement between the Employer and the ESFA;
- 4.1.9 where not paid for by the Funding, (i) provide payment where the Apprentice does not attempt the End-Point Assessment and/or for retakes for qualifications or End-Point Assessment required by the Approved Apprenticeship Standard, and (ii) not solicit or accept any contribution from the Apprentice towards such payments;
- 4.1.10 comply with the Mandatory Policies and its obligations under the Employer Handbook;
- 4.1.11 provide the Apprentice with appropriate support and supervision on the job to carry out their job role;
- 4.1.12 work with the University to ensure each Apprentice who is on an Apprenticeship Programme achieves their minimum entitlement to 20% off the job training over the duration of their Apprenticeship, accepting that from time to time the agreed training schedule may be disrupted unintentionally by either party;
- 4.1.13 return all Mandatory Documents identified in the Specific Terms of the Contract Particulars or Schedule 1 by the date notified by the University. Failure to provide Mandatory Documents by this date may (at the University's discretion) result in the commencement date of the Apprenticeship being postponed; and
- 4.1.14 notify the University if it undergoes or is reasonably likely to undergo a change of control (within the meaning of section 1124 of the Corporation Act 2010) or an Insolvency Event.
- 4.2 To secure an efficient working relationship between the University and the Employer and to protect the interests of the Apprentice, the Employer shall:
- 4.2.1 cooperate in good faith with the University and any Subcontractor and/or End-Point Assessment Organisation to enable the successful delivery and completion of each Apprenticeship, including (where applicable) entering into written agreement with the University where subcontracting is taking place;
  - 4.2.2 be responsible for the Employer's Digital Account, including for the purposes of confirming (a) the Funding available in respect of an Apprentice, (b) uploading information required pursuant to the Funding Rules relating to the Apprentice, the Apprenticeship Programme and/or other relevant matters;
  - 4.2.3 allow the University, its staff, auditors, contractors or agents, including the University's Representative, access to the Apprentice, the Employer's premises and any relevant records or documents, including health and safety records, to allow the University to comply with the University's obligations under this

Agreement. Such access shall be as reasonably agreed between the parties or on reasonable notice from the University;

- 4.2.4 promptly notify the University in writing when it becomes aware or develops a reasonable suspicion that the Apprentice wishes to withdraw from the Apprenticeship;
  - 4.2.5 immediately notify the University if the Apprentice informs the Employer that they no longer wish to continue with the Apprenticeship;
  - 4.2.6 immediately notify the University if the Apprentice is made redundant and provide to the University a copy of the redundancy notice; and
  - 4.2.7 appoint an Employer's Representative and promptly notify the University of any change of the Employer's Representative from time to time.
- 4.3 In relation to End-Point Assessment:
- 4.3.1 the Employer shall provide to the University all relevant information about the Apprentice to enable End-Point Assessment to occur;
  - 4.3.2 the Employer acknowledges that the Funding Rules require the University to arrange End-Point Assessments and the Employer shall not enter into any contract or other arrangement with an End-Point Assessment Organisation for the provision of the same.
- 4.4 The Employer represents and warrants that the Employer Charges (where applicable) represent the actual cost of delivering the training allocated to it in the Apprenticeship Programme and no profit element is included in the Employer Charges.
- 4.5 Where the Employer has identified the candidates to be included in the Apprenticeship Programme, the University may assess each Apprentice's ability to successfully complete their Apprenticeship, with particular regard to the academic requirements. Where the University, using their educational expertise, believes that an Apprentice will be unable to successfully complete their Apprenticeship, the University may either suggest an alternative training programme or require the Employer to withdraw the Apprentice from the Apprenticeship Programme.

## **5. Additional Apprenticeship Programmes**

- 5.1 The Employer may prior to the Initial Expiry Date request that additional Apprenticeship Programmes be delivered to its employees by the University in accordance with this clause 5.
- 5.2 The University and the Employer shall discuss the nature and content of the Employer's requirement for an additional Apprenticeship Programme and such a discussion shall result in the Employer requesting either:
  - 5.2.1 the repeated provision of one of the Apprenticeship Programmes set out in Schedule 1 (a **Repeat Apprenticeship Programme Request**) in accordance with clause 5.3; or
  - 5.2.2 the development of a new Apprenticeship Programme in accordance with clause 5.4 (a **New Apprenticeship Programme Request**).

### **5.3 Repeat Apprenticeship Programmes**

- 5.3.1 The Employer shall notify the University in a written Repeat Apprenticeship Programme Request which of the Apprenticeship Programmes set out in Schedule

1 that it wants to be repeated and shall provide the University with sufficient information (in the opinion of the University acting reasonably) to allow the University to prepare an updated Apprenticeship Programme (a **UAP**).

5.3.2 Within twenty (20) Business Days of receipt of the Repeat Apprenticeship Programme Request, the University shall:

- (a) notify the Employer that it declines to repeat the requested Apprenticeship Programme; or
- (b) provided that the Employer has provided sufficient information pursuant to clause 5.3.1, provide the Employer with a UAP (in the form of the Apprenticeship Programmes set out in Schedule 1) containing all relevant information required by the Funding Rules.

5.3.3 The parties shall negotiate the contents of the UAP provided pursuant to clause 5.3.2(b) and, if and when agreed between the parties, the Employer and the University shall each indicate such agreement by executing the UAP in writing.

5.3.4 A UAP that has been executed by both parties pursuant to clause 5.3.3 shall be deemed to be an Apprenticeship Programme for the purposes of this Agreement and shall be incorporated into Schedule 1 accordingly.

#### 5.4 **New Apprenticeship Programmes**

5.4.1 The Employer shall notify the University in a written New Apprenticeship Programme Request that it requests a new apprenticeship programme (a **NAP**) to be developed and delivered. The New Apprenticeship Programme Request shall contain sufficient information (in the opinion of the University acting reasonably) for the University to develop a NAP setting out the Training required.

5.4.2 Within forty (40) Business Days of receipt of the New Apprenticeship Programme Request, the University shall:

- (a) notify the Employer that it declines to offer the requested new Training; or
- (b) provided that the Employer has provided sufficient information pursuant to clause 5.4.1, provide the Employer with a NAP (in the form of the Apprenticeship Programmes set out in Schedule 1) containing all relevant information required by the Funding Rules.

5.4.3 The parties shall negotiate the contents of the NAP provided pursuant to clause 5.4.2(b) and, if and when agreed between the parties, the Employer and the University shall each indicate such agreement by executing the NAP in writing.

5.4.4 A NAP that has been executed by both parties pursuant to clause 5.4.3 shall be deemed to be an Apprenticeship Programme for the purposes of this Agreement and shall be incorporated into Schedule 1 accordingly.

### 6. **Charges and Payments**

6.1 The Employer shall be responsible for the Charges and shall pay the Charges to the University to the extent that the Charges have not been recovered by the University from the ESFA.

6.2 The University shall send invoices in respect of the Unfunded Charges to the Employer at the frequency set out in the relevant Apprenticeship Programme (or if the Apprenticeship Programme does not so specify, on a monthly basis). The Employer shall pay such invoices within thirty (30) days of receipt or such longer period as may be agreed in writing.

- 6.3 Subject to the Employer providing the bank account details of the company or other legal person that employs the relevant Apprentice, the University shall pay to the Employer any Additional Payments received from the ESFA on behalf of the Employer within thirty (30) days of receipt or such other timescale as may be specified in the Funding Rules.
- 6.4 Where for any reason the ESFA requires the University to return any Additional Payments or any other payment, the Employer shall pay to the University an amount equal to the sum required to be returned. The University shall notify the Employer of any requirement to return payments to the ESFA and the Employer shall pay such amount to the University within thirty (30) days of such notice.
- 6.5 All sums payable by or to the University or the Employer are stated exclusive of VAT. In the case of any VAT payable, the VAT shall be due thirty (30) days after receipt by the receiving party of a valid VAT invoice.
- 6.6 Without prejudice to the rights of either party under this Agreement, any sums that remain unpaid after their due date shall bear interest at the rate of four per cent (4%) above the Bank of England base rate from time to time.
- 6.7 Without prejudice to any other rights or remedies available to it, the University may suspend delivery of the Services without notice if payments are not received in accordance with clause 6.2 or 6.4. If sums due remain unpaid for more than thirty (30) days after the Employer has been notified in writing to make such payment then, without prejudice to any other rights or remedies available to it, the University may terminate this Agreement with immediate effect by giving written notice to the Employer.

## **7. Dispute Resolution**

- 7.1 In the event of a dispute arising between the parties in relation to this Agreement, either party may serve written notice on the other stating the nature of the dispute (a **Dispute Notice**).
- 7.2 After service of the Dispute Notice, the following procedure shall be followed by the parties (all periods specified in this clause 7.2 shall be extendable by mutual agreement):
- 7.2.1 within five (5) days, the University's Representative and the Employer's Representative shall meet to attempt to settle the dispute (each party acting in good faith);
- 7.2.2 if the University's Representative and the Employer's Representative are unable to reach a settlement within twenty one (21) days from the date of service of the Dispute Notice, the chief executive officer of each of the parties shall meet within the following fourteen (14) days to attempt to settle the dispute; and
- 7.2.3 if no settlement results from the meeting specified in clause 7.2.2, for the following fifty six (56) days the parties shall attempt to settle the dispute by mediation (in accordance with the CEDR Model Mediation Procedure) by an independent mediator appointed by CEDR unless otherwise agreed between the parties, with costs to be shared equally between the parties.
- 7.3 If no settlement is reached under clause 7.2 the dispute shall be determined by the English Courts and the parties submit to the exclusive jurisdiction of such courts for such purposes.
- 7.4 In addition to the process set out in clauses 7.1 to 7.3, Apprentices and Employers can contact the ESFA's apprenticeship helpline regarding apprenticeship concerns, complaints and enquiries. The current contact details are:

ESFA Apprenticeship Service Support

Email: [helpdesk@manage-apprenticeships.service.gov.uk](mailto:helpdesk@manage-apprenticeships.service.gov.uk)  
Tel: 0800 015 0600  
Website: <https://help.apprenticeships.education.gov.uk/hc/en-gb>

## 8. Termination

- 8.1 Without prejudice to any rights or remedies that have accrued under this Agreement or any of its other rights or remedies, either party may at any time terminate this Agreement or any part of it with immediate effect by giving written notice to the other party if:
- 8.1.1 the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
  - 8.1.2 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;
  - 8.1.3 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or applies for or obtain a moratorium under Part A1 of the Insolvency Act 1986;
  - 8.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party);
  - 8.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the other party;
  - 8.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
  - 8.1.7 the holder of a qualifying floating charge over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
  - 8.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 8.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
  - 8.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1.3 to clause 8.1.9 inclusive;
  - 8.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - 8.1.12 the other party's funding agreement with the ESFA is terminated or if the ESFA directs the first party to terminate this Agreement;

- 8.1.13 the circumstances described in clause 6.7 arise or apply; or
- 8.1.14 the other party undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 8.2 If the University ceases to be an ESFA approved training provider of the Apprenticeship Programmes (so indicated at the date of this Agreement by being listed on the Register of Apprenticeship Training Providers) then the provisions of clause 9.5 shall apply.
- 8.3 The University may terminate this Agreement or any part of it at any time for any reason by giving the Employer not less than twelve (12) months' written notice.
- 9. Consequences of Termination**
- 9.1 Other than as set out in this Agreement, neither party shall have any further obligation to the other under this Agreement after its termination.
- 9.2 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including clause 1 (*Definitions and Interpretation*), clause 4.1.2, clause 4.1.9, clause 4.2.3, clause 7 (*Dispute Resolution*), clause 9 (*Consequences of Termination*), clause 10 (*ESFA Contingencies*), clause 12 (*Liabilities and Insurance*), clause 15 (*Confidentiality*), clause 16 (*Intellectual Property*), clause 17 (*Data Protection and Freedom of Information*) and clause 20 (*General*) shall remain in full force and effect.
- 9.3 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 this Agreement which existed at or before the date of termination or expiry.
- 9.4 On termination (for any reason) or expiry of this Agreement:
- 9.4.1 the University shall issue an invoice for all uninvoiced Charges due at the effective date of termination or expiry pursuant to the Apprenticeship Programmes and all Charges due shall be immediately payable by the Employer;
- 9.4.2 to the extent that the Employer has paid the Charges pursuant to clause 9.4.1 and the University recovers funding from the ESFA in respect of those Charges, the University shall, provided that the Employer does not owe any other sums to the University, reimburse the Employer those sums paid pursuant to clause 9.4.1;
- 9.4.3 each party shall promptly return to the other party (or at the other party's election in writing) shall securely destroy any equipment, documents, information or materials owned by the other party (or a third party) and used in connection with the Services; and
- 9.4.4 each party shall cooperate in good faith to ensure that no Apprentice is materially disadvantaged by the termination of this Agreement.
- 9.5 If the University ceases to be an ESFA approved training provider of the Apprenticeship Programmes then (unless otherwise agreed in writing by the ESFA):
- 9.5.1 save where the Employer has identified a new provider to transfer its Apprentices to as an ESFA Contingency Event (page 47 P268 of the Funding Rules), this Agreement shall continue in full force and effect in respect of Apprentices who have started their Apprenticeship prior to the date on which the University ceased to be an ESFA approved training provider and the Apprenticeship Programme Completion Date for the purposes of clause 2.1.2 shall be the date on which the



last such Apprentice successfully completes the relevant End-Point Assessment;  
and

- 9.5.2 this Agreement shall terminate in respect of any person who was due to become an Apprentice on or after the date on which the University ceased to be an ESFA approved training provider and the University shall use its reasonable endeavours to assist such persons in their transition to another training provider.

## **10. ESFA Contingencies**

The parties shall take all necessary steps to give effect to the ESFA Contingencies in the event of an ESFA Contingency Event occurring. For the avoidance of doubt, giving effect to the ESFA Contingencies shall not constitute a breach of this Agreement.

## **11. Force Majeure**

- 11.1 In this clause 11 a **Force Majeure Event** means any event or circumstance not within a party's reasonable control including:

11.1.1 acts of Gods, flood, drought, earthquake, volcanic eruption and other natural disaster;

11.1.2 epidemic or pandemic;

11.1.3 terrorist attack, civil war, civil unrest or riots, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations, espionage or cyber attack;

11.1.4 nuclear, chemical or biological contamination or sonic boom;

11.1.5 fire or explosion;

11.1.6 interruption to, or failure of, telecommunication or utility services; or

11.1.7 any change of Law or action taken by a governmental or public authority.

- 11.2 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement (excluding any obligation to make payment) if such delay or failure results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for ninety (90) days or more, the party not affected may terminate this Agreement by giving at least thirty (30) days' written notice to the other party.

## **12. Liabilities and Insurance**

- 12.1 Neither party excludes or limits liability to the other party for:

12.1.1 fraud or fraudulent misrepresentation;

12.1.2 death or personal injury caused by negligence;

12.1.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

12.1.4 any matter for which it would be unlawful for the party to exclude or limit its liability.

- 12.2 Subject to clause 12.1, neither party shall in any circumstances be liable to the other whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- 12.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
  - 12.2.2 any loss of, or damage, to information or data;
  - 12.2.3 any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
  - 12.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 12.3 Subject to clauses 12.1 and 12.2 and except in relation to the indemnities contained in clause 16.3, each party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the total Charges paid during the twelve (12) months immediately preceding the date on which the claim arose or, if the claim arose during the first twelve months of this Agreement being in force, the Charges payable during the first twelve months of this Agreement. But this shall not affect the Employer's obligation and liability to pay the Charges plus any VAT and interest due under this Agreement.
- 12.4 Each party shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by that party, arising out of the its performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 12.5 The terms of any insurance or the amount of cover shall not relieve the insured party of any liabilities under this Agreement.
- 13. Safeguarding**
- 13.1 The Employer acknowledges that the University has a statutory duty to safeguard and promote the welfare of individuals under the age of eighteen (18) years old and vulnerable adults over the age of eighteen (18) years old pursuant to the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006.
- 13.2 The Employer shall, and shall ensure that the Employer's employees, contractors and agents shall:
- 13.2.1 comply with the requirements of the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006 to the extent that they apply to the Employer; and
  - 13.2.2 confidentially report to the University's designated senior person from time to time, any concerns relating to an Apprentice or other learner enrolled with the University, employee, agent or contractor of the University.
- 13.3 The Employer shall, by signing this Agreement, be deemed to have read the University's policy and guidance relating to safeguarding (a copy of which is attached or referred to as Schedule 3) and will comply with its contents at all times.

**14. Health and Safety**

- 14.1 The parties shall perform their obligations under this Agreement (including those in relation to the Services) in accordance with:
- 14.1.1 all applicable Law regarding health and safety; and

14.1.2 the health and safety policy of the other party whilst at the other party's premises (to the extent it has been made known by one party to the other party).

14.2 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at either party's premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. Each party shall adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

## **15. Confidentiality**

15.1 Subject to clause 15.2, the parties shall use keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their employees, contractors, agents and other personnel from making any disclosure to any person of any matters relating it.

15.2 Clause 15.1 shall not apply to any disclosure of information:

15.2.1 required by any applicable Law, provided that clause 17 shall apply to any disclosures required under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (together "**FOI Legislation**");

15.2.2 that is reasonably required by persons employed or engaged by a party in the performance of such party's obligations under this Agreement;

15.2.3 where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 15.1;

15.2.4 of any document which the parties to this Agreement have agreed contains no confidential or commercially sensitive information;

15.2.5 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

15.2.6 by the University to the Department for Education, ESFA, OfS, Ofsted, QAA, the Charity Commission or the National Audit Office or to any other department, office or agency of the Government; or

15.2.7 where such disclosure is otherwise agreed by the parties in writing.

## **16. Intellectual Property**

16.1 Each party shall retain ownership of all Intellectual Property Rights in any materials created by that party and used for the delivery of an Apprenticeship Programme (the **Project Materials**).

16.2 Each party shall make available to the other free of charge and hereby grants to the other party a non-exclusive, non-transferable, royalty free licence to use their Project Materials in relation to this Agreement for the duration and for the purposes of the relevant Apprenticeship Programme. Neither party shall use the other party's Project Materials for any other purposes.

16.3 Each party shall indemnify, keep indemnified and hold harmless the other against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right in the performance of a party's obligations under this Agreement, except to the extent that they have been caused by or contributed to by the indemnified party's acts or omissions.

## **17. Data Protection and Freedom of Information**

- 17.1 The Employer acknowledges that the University is subject to the requirements of the FOI Legislation, all as amended or replaced from time to time.
- 17.2 The Employer shall offer such prompt and reasonable assistance to the University as the University may request from time to time, to assist it in complying with its information disclosure obligations under the legislation at Clause 17.1.
- 17.3 The University and the Employer each agree to comply with their respective obligations under the Data Protection Law to the extent applicable to the Services. Where the parties disclose or share any personal data with each other (whether on controller-to-controller basis or a controller-to-processor basis), the parties shall vary this Agreement or enter into a supplementary data sharing agreement incorporating standard contractual clauses approved by the European Commission or the ICO or such other reasonable terms as the parties may agree in writing.

## **18. Equality Legislation**

- 18.1 Each party shall (and shall procure that its employees, contractors, agents and other personnel shall):
- 18.1.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with all applicable Law relating to equality and non-discrimination (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise) including the Equality Act 2010;
- 18.1.2 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.

## **19. Contract Variation**

- 19.1 No variation to this Agreement other than pursuant to clause 19.3 or clause 19.4 shall have effect unless agreed in writing and signed by both parties pursuant to clause 19.2.

### **19.2 Change Protocol**

- 19.2.1 In the event either party (acting reasonably) requires a change (**Change**) to this Agreement, the parties shall discuss any such Change proposed by the other and such discussion shall result in a written request for a Change being submitted by the requesting party to the other party.
- 19.2.2 The parties shall work together in good faith to assist the requesting party in preparing a written recommendation for a Change which shall set out:
- (a) the title of the Change;
  - (b) the originator and the date of the request;
  - (c) the reason for the Change;
  - (d) the full details of the Change, including any specification or service standards;
  - (e) the price, if any, of or associated with the Change;
  - (f) a timetable for implementation;

- (g) the impact, if any, of the Change on other aspects of this Agreement, including contractual documentation and resources;
- (h) provision for signature of the request by all parties to signal acceptance of the Change; and
- (i) any other relevant information reasonably requested by any party.

19.2.3 If approved, each party shall sign the written recommendation. The signing of the written recommendation shall signify acceptance of a Change by the parties.

19.2.4 Once signed by both parties, the Change shall be immediately effective and the parties shall perform their respective obligations on the basis of the agreed amendment.

### 19.3 Regulator Change

19.3.1 Where in the reasonable opinion of the University a change is required to one or more provisions of this Agreement in order to comply with a Regulator Change, the University shall notify the Employer in writing of the Regulator Change and the Regulator Change shall have effect from such date as may be stated in such notice.

19.3.2 Any additional costs reasonably incurred by the University arising from the Regulator Change shall be payable by the Employer and shall be deemed to be incorporated into the Charges.

19.3.3 The University shall use its reasonable endeavours to give the Employer reasonable notice of any Regulator Change and any likely additional costs and to consult with the Employer with a view to minimising any such additional costs, but the Employer acknowledges that the University may have little or no control or discretion in respect of the timing, nature, extent or cost implications of any such Regulatory Change.

### 19.4 Minor Change

19.4.1 Without prejudice to clause 19.3, the University may from time to time make technical or administrative changes to the Apprenticeship Programmes or the Employer Handbook provided that any such changes do not adversely affect the nature or standards of the Services supplied in any material respect (“**Minor Change**”). The University shall notify the Employer in writing of the Minor Change and the Minor Change shall have effect from such date as may be stated in such notice.

19.4.2 Any additional costs incurred by the University arising from any Minor Change shall be borne by the University.

19.4.3 The University shall use its reasonable endeavours to give the Employer reasonable notice of any Minor Change.

## **20. General**

### **20.1 Assignment and Subcontracting**

No party shall otherwise novate, assign, transfer or subcontract its rights or obligations under this Agreement without the prior written consent of the other party. For the avoidance of doubt, the University may subcontract part of the Services as specified in Schedule 1.

### **20.2 Provisions to Remain in Force**

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed and shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Agreement.

### **20.3 Entire Agreement**

This Agreement and the documents referred to in this Agreement contain all the terms which the parties have agreed in relation to the subject matter of this Agreement.

### **20.4 Waiver**

No term or provision of this Agreement shall be considered as waived by a party to this Agreement unless a waiver is given in writing by that party. No waiver shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and only to the extent) expressly stated in that waiver.

### **20.5 Counterparts**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument. Transmission of any executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

### **20.6 No Agency**

Nothing in this Agreement shall be construed as creating a partnership or as a contract of employment between the parties and neither party shall be, or be deemed to be, an agent of the other party and neither party shall hold itself out as having authority or power to bind the other in any way.

### **20.7 No Double Recovery**

Notwithstanding any other provisions of this Agreement, no party shall be entitled to recover compensation or to make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement or otherwise.

### **20.8 Further Assurance**

Each party shall do all things and execute all further documents necessary to give full effect to this Agreement.

### **20.9 Governing Law and Jurisdiction**

This Agreement and any non-contractual obligation arising out of it is subject to the laws of England and the parties agree that (subject to clause 7) any disputes between the parties shall be subject to the exclusive jurisdiction of the courts of England.

#### 20.10 **Third Party Rights**

No term of this Agreement is intended to give any entitlement as against any party to any person who is not a party to this Agreement and no term of this Agreement may be enforced by any person other than a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

EXAMPLE

## Schedule 1

### Apprenticeship Programme(s)

This Schedule must be completed for each cohort (a 'cohort' being a student, or a group of students, starting the same Apprenticeship Programme for the same period). During the term of this Agreement the parties may agree additional Apprenticeship Programmes for each cohort by agreeing the information required below and signing to confirm. Each additional Apprenticeship Programme, once signed by both parties, becomes incorporated into Schedule 1.

Apprenticeship Programme			
1.	<b>Apprenticeship Standard</b>		
2.	<b>Name/Level of qualification</b>		
3.	<b>Entry Requirements</b>	Please refer to offer letter sent to apprentice applicant	
4.	<b>Start Date</b>		
5.	<b>End Date</b>		
6.	<b>Location of training</b>	Northumbria University (Newcastle Campus)	
Apprentices undertaking Apprenticeship Programme			
7.	<b>Names and job roles of apprentices (if known)</b>	<b>Names</b>	<b>Job role title and brief description (typical or intended job role if not known)</b>
	[Insert details]	[Insert details]	[Insert details]
University Provision			
8.	<b>Training or other actions to be delivered by the University</b>	See Employer Handbook (Schedule 2)	
Employer Provision			
9.	<b>Training or other actions to be delivered by Employer</b>	[Insert details of training and support you as Employer will provide, e.g. mentoring, support for work based projects]	
		See also details in Employer Handbook (Schedule 2) if relevant.	



10.	<b>Employer Equipment</b>	[Insert details of Employer Equipment to be used in the training and support, e.g. laptop, role specific equipment]  See also the details in Employer Handbook (Schedule 2) if relevant.
<b>End-Point Assessment Organisation</b>		
11.	<b>Name of End-Point Assessment Organisation (if known)</b>	
<b>Subcontracting</b>		
12.	<b>Name of Subcontractor</b>	
13.	<b>Training to be delivered by Subcontractor</b>	
14.	<b>University monitoring of Subcontractor</b>	
15.	<b>Conflicts of interest between University and Subcontractor (if any)</b>	
<b>Functional Skills Provision</b>		
16.	<b>Maths Provision</b>	If required, the Apprentice(s) will be signposted to our functional skills provider for level 2 Maths
17.	<b>English Provision</b>	If required, the Apprentice(s) will be signposted to our functional skills provider for level 2 English
18.	<b>Other functional skills</b>	N/A
<b>Non-Funded Items</b>		
	<b>Detail of items not eligible for ESFA funding</b>	<b>Cost</b>
1.	EPA costs if the Apprentice does not take the EPA	20% of Total apprenticeship cost
2.	Resits (repeating whole module(s) due to academic failure)	Pro-rated on a module basis of Total apprenticeship cost

**Charges (Levy)**

The agreed Charges (excluding VAT) for the training of each Apprentice under this Agreement are as follows:

<b>Cost Allocation</b>	<b>Cost Breakdown</b>	<b>ESFA Eligible Cost Category</b>	<b>Price per Apprentice</b>
University Training Costs	Scheduled Teaching Delivery, Assessment and Infrastructure	Off the Job Training (OJT)	
	Programme and Module Leadership, Development and Administration	Administration	
	Personal Tutoring	OJT	
	Coaching (tri-partite)	Assessment/Progress Review	
	Consumables	Consumables	
End-Point Assessment (EPA) Costs		Assessment	
<b>Total University Training Costs including EPA</b>			
University Costs of Managing Sub-Contractors		Administration	
Sub-Contractor Training Costs (not including Functional Skills provision)	Scheduled Teaching Delivery and Assessment	OJT	
	Personal Tutoring	OJT	
	Coaching	OJT	
	Programme Administration	Administration	
	Other: Please Specify		
<b>Total Sub-Contractor Training Cost</b>			<b>£</b>
<b>Total Cost</b>			
Other costs to be funded by the Employer but not eligible for ESFA funding			
Other costs to be funded by the University but not eligible for ESFA funding			

As the Employer is a levy payer, payment will be automatically taken monthly via the Digital Apprenticeship Service (levy portal) once the Employer has registered these Apprentices. Details of how to do this may be found at <https://www.youtube.com/watch?v=XMgLFfGK0iM>

[This additional Apprenticeship Programme is agreed in accordance with clause 5 of the Apprenticeship Training Service Agreement and is hereby incorporated into Schedule 1 of the Agreement between the University and the Employer dated ***[insert date of existing contract]***].

<b>SIGNED</b> for and on behalf of the <b>UNIVERSITY:</b>	<b>SIGNED</b> for and on behalf of the <b>EMPLOYER:</b>
Signature: .....	Signature: .....
Name: .....	Name: .....
Position: .....	Position: .....
Date: .....	Date: .....

EXAMPLE

**Schedule 2**  
**Employer Handbook**

*(See attached document)*

EXAMPLE

### Schedule 3

#### Mandatory Policies

The following policies are available on the University's website <https://www.northumbria.ac.uk> or can be provided to the Employer in electronic or hard copy form upon written request:

- Complaints Procedure  
See Employer Handbook
- Health and Safety
- Anti-Money Laundering Policy
- Equality and Diversity
- Anti-bullying and Harassment
- Fraud and Bribery Policy
- Safeguarding Policy
- Prevent Duty

EXAMPLE