**CONTRACT ORDER FORM**

This Contract Order Form is issued in accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement for CCDE23A03 Provision of Senior People Professional Apprenticeship Training and Related Services. **11/07/2023**.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms

| Order Number | CCDE23A03 |
| --- | --- |
| From | Cabinet Office (“Customer”) |
| To | Babington Business College Limited (“Supplier”) |

1. CONTRACT PERIOD

| 1.1 | Commencement Date | **11/07/2023** |
| --- | --- | --- |
| 1.2 | Expiry Date  (Apprenticeship programme completion date / End Point Assessment completion date) | **11/07/2026** |

2. SERVICES REQUIRED

| 2.1 | 1. Services Required.  2. APPRENTICESHIP  TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH.  3. LOCATION  4. APPRENTICESHIP TYPE AND SPECIFIC  APPLICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD  5. NUMBER OF STUDENTS  6. CLASS BASED  7. ADDITIONAL SERVICES | Please refer to Appendix 1- Statement of  Requirements. |
| --- | --- | --- |

3. CONTRACT PERFORMANCE

| 3.1 | Required Apprenticeship Standard | Level 7 HR Senior People Professional - ST0813 |
| --- | --- | --- |

| 3.1 | Quality Standards | Continued adherence to the relevant Institute for Apprenticeships industry standard.  (www.instituteforapprenticeships.org/)  Maintained ESFA registration and accreditation. General industry good practice |
| --- | --- | --- |

4. PAYMENT

| 4.1 | Contract Charges | The total contract value including any extensions is £8,189,000 (excl. VAT) |
| --- | --- | --- |
| 4.2 | Payment terms/Profile | Payment to be made in accordance with the current in force ESFA funding rules.  Further additional terms in Annex 2 of Contract Schedule 3 |
| 4.3 | Customer billing address | Invoices should be submitted to: REDACTED  It is a requirement that a PO number should always  be quoted on the invoice to ensure prompt  payment. |

5. LIABILITY AND INSURANCE

| 5.1 | Suppliers limitation of  Liability | In Clause 25 of the Contract Terms |
| --- | --- | --- |
| 5.2 | Insurance | Professional Indemnity Insurance cover of £1 million any one claim.  Public Liability Insurance cover of £1 million any one claim.  Employers Liability insurance cover of £5 million any one claim. |

FORMATION OF CONTRACT

By signing and completing this Contract Order Form the Supplier and the Customer agree to enter into a binding contract governed by the terms of this Contract Order Form and the attached terms and conditions which includes Appendix 1 to the Order Form (Special Terms Schedule).

For and on behalf of the Supplier:

| Name and Title | REDACTED |
| --- | --- |
| Date | 13th July 2023 |

For and on behalf of the Customer:

| Name and Title | REDACTED |
| --- | --- |
| Date | 27th July 2023 |

Appendix 1 – Statement of Requirement

**Bid Pack**

**Attachment 3 – Statement of Requirements**

Contract Reference: Provision of Senior People Professional Apprenticeship Training and Related Services

Contents

[1. Purpose 3](#_heading=h.tyjcwt)

[2. Background To The Contracting Authority 3](#_heading=h.3dy6vkm)

[3. Background To Requirement/Overview Of Requirement 4](#_heading=h.1t3h5sf)

[4. Definitions 4](#_heading=h.4d34og8)

[5. Scope Of Requirement 8](#_heading=h.2s8eyo1)

[6. The Requirement 9](#_heading=h.17dp8vu)

[7. Key Milestones And Deliverables 14](#_heading=h.3rdcrjn)

[8. Management Information/Reporting 16](#_heading=h.lnxbz9)

[9. Volumes 18](#_heading=h.35nkun2)

[10. Continuous Improvement 18](#_heading=h.1ksv4uv)

[11. Sustainability 18](#_heading=h.44sinio)

[12. Quality 18](#_heading=h.2jxsxqh)

[13. Price 18](#_heading=h.z337ya)

[14. Staff And Customer Service 22](#_heading=h.3j2qqm3)

[15. Service Levels And Performance 26](#_heading=h.4i7ojhp)

[16. Security And Confidentiality Requirements 33](#_heading=h.3whwml4)

[17. Payment And Invoicing 34](#_heading=h.2bn6wsx)

[18. Contract Management 36](#_heading=h.qsh70q)

[19. Location 38](#_heading=h.3as4poj)

1. **PURPOSE**
   1. The Cabinet Office (the Authority) is looking for a Sole Supplier to deliver HR Apprenticeship Training and Related Services through Crown Commercial Services Dynamic marketplace (DMP) to Contracting Authorities (Civil Service departments) under this Contract.
   2. The duration of the Contract will be as follows:

1.2.1 Term of three (3) years

1.2.2 A further delivery period that allows learners who have commenced their learning during the initial term, or an extension term if invoked by the Authority, to complete their designated learning journey.

* 1. Learners can only be accepted under this contract if the actual learning commences during the contract term, including any extensions, as detailed in 1.2.
  2. Where learning has commenced but not completed before the end of the contract term (including any extension that has been invoked), the contract shall remain active and in place beyond the end date, but only to allow the completion of ongoing learning. This will be the Transition Assistance Period (TAP).
  3. During the TAP, all of the contract terms, conditions and obligation shall remain applicable unless formally specified otherwise.
  4. New learners cannot commence their learning during the TAP.
  5. Any apprentice not in active learning or an authorised break in learning by the contract end date (or during the TAP) should be notified to the Authority so that a decision can be made on how best to proceed, which could include but is not limited to:

1.7.1 Continuation of learning under the current agreement.

1.7.2 Transition to an alternative supplier.

1.7.3 Termination of learning.

* 1. The Services required under this Contract and all standards set out in this Schedule may be refined (to the extent permitted and set out in Dynamic Marketplace Agreement (DMP) Contract Schedule 5 (Call For Competition procedure) by the Cabinet Office.
  2. The Contract is structured to offer Contracting Authorities (Civil Service departments) flexibility and choice. It will be a matter of judgement for the Contracting Authorities (Civil Service departments) to decide which particular programmes are most appropriate to meet their specific requirements and best deliver their business needs.
  3. This Contract shall be managed centrally by the Authority along with the Service Request Order Forms associated with this contract, however Contracting Authorities (Civil Service departments) may request to manage / have significant input into the management of their own Service Request Order Forms associated with this contract as set out in Attachment 8 Service Request Order Form template.
  4. The Authority does not warrant that each Contracting Authorities (Civil Service departments) will always use the Contract to purchase the services or enter into a Contract.
  5. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Contract shall not restrict Contracting Authorities (Civil Service departments) from acquiring similar services from other entities or sources.
  6. No guarantee is given by the Authority in respect of the levels or aggregate value of the Services, which Contracting Authorities (Civil Service departments) shall require the Supplier to provide during the Contract Period.  Any levels or aggregate values of Services referred to in the Schedules are indicative only and shall not be binding on the Authority.
  7. The Authority reserves the right to amend Services on an ongoing basis, subject to agreement with the Profession and Civil Service Apprenticeship Unit, as part of the continuous improvement of the service offering.

1. **BACKGROUND TO THE CONTRACTING AUTHORITY**
   1. The Contract will be available for use by Civil Service departments found [[here](https://www.gov.uk/government/statistics/civil-service-statistics-2022)] and any future successors to these organisations.
   2. Contracting Authorities (Civil Service departments) that are funded by public money are at the front-line of public service delivery and under scrutiny to ensure they provide value for money and support the delivery of excellent public service. To do this it is important they have access to the right quality Apprenticeship Training and Related Services that align to their strategic goals and core purpose.
   3. This Contract has been established to support public sector organisations in achieving their goals and targets by delivering a service that is set-up to source the best quality Apprenticeship training on the market in a cost effective, sustainable way.
2. **BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**
   1. The Cabinet Office works in collaboration with Civil Service departments to create a Contract with selected Education and Skills Funding Agency-registered apprenticeship training providers that supports public and third sector bodies to access training and apprenticeship services that meet UK standards.
   2. In May 2017 the system for the funding and procurement of apprenticeship training changed with the introduction of the Apprenticeship Levy, which requires public sector employers with a pay bill over £3 million each year to make an investment in apprenticeships (0.5% of their annual pay bill).
   3. Employers access the funds through a Digital Apprenticeship Account (DAA) controlled by the Education and Skills Funding Agency (ESFA). The DAA is hosted on a system known as the digital Apprenticeship Service (AS). Each levy-paying employer has a virtual account equivalent in value to its contribution, minus an amount equivalent to the notional contribution for its employees that live in Scotland, Wales and Northern Ireland, plus a government top-up of 10%.
   4. Funds in the Digital Account can only be used to cover the cost of apprenticeship training and end point assessment for apprenticeships undertaken in England. To access the funds employers will need to show, through the AS, that it has a contract for the delivery of a recognised apprenticeship, by a registered provider. For these purposes a registered provider is a training provider that appears on the ESFA Register of Apprenticeship Training Providers (RoATP).
   5. Employers will inform the ESFA (through the Apprenticeship Service) who their Apprentices are; the Training Provider will tell the ESFA who it is training for that particular employer. On the strength of this information the ESFA will then pay the Training Provider and subtract the relevant amount from the employer’s DAA.
   6. The Civil Service worked to deliver against a number of measures relating to apprenticeships. Legislative targets set in 2017, stated that Public Sector employers would have apprenticeship starts equating to 2.3% each year based on the headcount of employees working in England. Following the end of the legislative target in April 2022, the Civil Service updated its apprenticeship strategy which can be found [here](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1071705/civil-service-apprenticeship-strategy-2022.pdf). The strategy has measures relating to headcount, completions, location, social mobility and levy spend.
   7. The Cabinet Office is acting on behalf of government departments to procure high quality Apprenticeship training and related services, which offer good value. Consistency of learning across all formats of learning is a priority for the Civil Service, to this end the Supplier shall be expected to work with all suppliers who provide learning to the Civil Service to make sure there is consistency of models used, so as to ensure that if an Apprentice is undertaking core curriculum learning or Apprenticeship training, they receive the same messages.
   8. All Service Request Order Forms entered into under this Contract Agreement may be put in place by the Cabinet Office as the Contracting Authority on behalf of departments, functions and professions or directly by departments, functions and professions.

1. **DEFINITIONS**

| Expression or Acronym | Definition |
| --- | --- |
| Apprentice | Means an individual undertaking an Apprenticeship. |
| Apprenticeship | An Apprenticeship is a job with an accompanying skills development programme. This includes the training and (where required) end-point assessment for an employee as part of a job with an accompanying skills development programme. |
| Apprenticeship Contracts | A series of work-related, vocational and professional qualifications, with workplace and classroom based training. |
| Apprenticeship Levy | The Apprenticeship Levy is a levy on UK employers to fund new Apprenticeships. In England, control of Apprenticeship funding is put in the hands of employers through the Apprenticeship Service. The Levy is charged at a rate of 0.5% of an employer’s pay bill. Each employer receives an allowance of £15,000 to offset against their Levy payment. |
| Apprenticeship Standards | each standard covers a specific occupation and sets out the core skills, knowledge and behaviours an Apprentice will need; they are developed by employer groups known as 'trailblazers'  <https://www.gov.uk/government/collections/apprenticeship-standards> |
| Apprenticeship Standard Review | Periodic review and update to an apprenticeship standard. |
| Awarding Bodies | Organisation recognised by one of the UK regulators Of equal (for England), CCEA (for Northern Ireland), Welsh Government (for Wales) and/or SQA (for Scotland). |
| CIPD | means Chartered Institute of Personnel and Development |
| Contract Notice | means the notice referred to in regulation 49 or where relevant regulation 75 (1) (a) set out the Public Contracts Regulation 2015. |
| Digital Apprenticeship Account (DAA) | The area in the Apprenticeship Service where employers can manage their funding and Apprentices, view their account balance and plan their spending. |
| Digital Apprenticeship Service (DAS) | has the meaning as set out in Section 3 Background to the Requirement paragraph 3.3. |
| Education and Skills Funding Agency (ESFA) | ESFA is an executive agency, sponsored by the Department of Education and is accountable for funding education and training for children, young people and adults. |
| End Point Assessment (EPA) | An End Point Assessment (EPA) is the final stage that an Apprentice must go through before they can complete their Apprenticeship. |
| Freedom of Information (FOI) request | A request for recorded information held by public sector organisations. |
| Gateway | These are requirements set out in the assessment plan that must be met by the Apprentice prior to undertaking the End Point Assessment of the Apprenticeship Standard. They include the completion of English and maths qualifications (where applicable) and completion of any on programme mandatory qualifications (where applicable) along with satisfactory evidence (as determined by the employer, in consultation with the training provider) that the Apprentice has achieved the necessary knowledge, skills and behaviours set out in the standard. |
| Government Digital Service Standard 10 | A set of criteria used by the public sector and the Government Digital Service to check whether a service is good enough for public use. |
| Government Security Classification Policy | A system for classifying sensitive government data in the United Kingdom. |
| Higher and Degree Apprenticeships | An Apprenticeship where the main learning is at level 4 or above (including higher education qualifications). |
| Higher Education Intuitions | Any provider which is one or more of the following: a UK university; a higher education corporation; a designated institution. |
| Implementation Manager | The person responsible for implementing all mandatory requirements of the contract and any resultant Service Request Order Form Agreements set out in Attachment 8 Service Request Order Form template. |
| Independent Learning Plan | Outlines a programme of learning agreed between the Organisation, Supplier and the Apprentice. |
| Individual Learning Plan | Sets out how the Apprenticeship Standard or Contract will be achieved for each Apprentice. It outlines a programme of learning agreed between the employer, Training Provider and the Apprentice. |
| Individual Learner Record | Is the primary data collection about further education and work-based learning in England. ILR data is collected from providers that are in receipt of funding from the Education and Skills Funding Agency. |
| Information, Advice and Guidance (IAG) | set out in Section 13 Apprentice Service Delivery Requirements Paragraph 13.5. |
| MI | means Management Information |
| Mandatory Requirements | Mandatory Requirements are the minimum deliverables that a Supplier shall fulfil in their entirety in order to meet the requirements of this Contract. |
| National Security Vetting | A system that applies to all those people who by the course of their employment have access to sensitive government assets. |
| Parliamentary Questions (PQs) | A means used by Members of Parliament to ensure the Government is accountable to the Parliament for its policies and actions and, through the Parliament, to the people. Questions are used by members on both sides of the House to ask, on behalf of the constituents they represent, a Minister about matters of concern relating to Government policy within a Minister’s portfolio. |
| Quality Assurance Agency (QAA) | The independent body that checks on standards and quality in UK higher education. |
| Register of Apprentice Assessment Organisations (RoAAO) | A list of organisations that have been assessed as being suitable to conduct independent end-point assessment of Apprentices and be in receipt of public funds. |
| Register of Apprenticeship Training Providers (RoATP) | The register of Apprenticeship Training Providers shows the organisations that are approved to deliver Apprenticeship training to employers using the Apprenticeship service. |
| SASE Contracts | Specifications for Apprenticeship Standards in England. |
| Security Check (SC Clearance) | SC clearance determines that a person’s character and personal circumstances are such that they can be trusted to work in a position which may involve access to ‘secret’ information. |
| Supplier | means the Potential Provider with whom the Authority has concluded a Contract. |
| Suppliers Learning Management System (LMS) | The software application for the administration, documentation, tracking, reporting and delivery of apprenticeship training programs. |
| United Kingdom (UK) | United Kingdom, including Northern Ireland, Scotland and Wales (including Scilly Isles and Scottish Highlands and Islands). |
| Web Content Accessibility Guidelines | Defines how to make Web content more accessible to people with disabilities. |

1. **SCOPE OF REQUIREMENT** 
   1. The Supplier shall be required to provide expertise in the development of Contracting Authorities (Civil Service departments) Apprentice schemes. The service provision will include:
      1. Providing advice and guidance to ensure compliance with the government Apprenticeship Levy, and any amendments made by ESFA during the lifetime of this contract;
      2. The development, management, administration and delivery of a training curriculum that will lead to the award of an Apprenticeship related standard and/or qualification;
      3. Ensuring robust, consistent and appropriate training processes are in place to support the development of Apprenticeships across the organisation;
      4. The provision of an Individual Learner Record (ILR), a compliant online portal which allows for multiple levels of access, to enable authorised users (e.g. Apprentices, Contracting Authorities (Civil Service departments) line managers, employers, Cabinet Office, as appropriate), to log the progress of the training and development of the Apprentice throughout the scheme ([Individual Learner Record)](https://www.gov.uk/government/collections/individualised-learner-record-ilr); and
      5. An End Point Assessment (EPA) process that will lead to the award of a certificate of Apprenticeship by the Chartered Institute of Personnel and Development (CIPD), including Chartered Membership to CIPD.
   2. The Supplier shall have the capability to support Contracting Authorities, as and when required, with the sourcing, selection and assessment, recruitment and administration of the Apprentices; including drafting job descriptions, attracting candidates, skills screening, long-listing and shortlisting, interview scheduling and references.
   3. The Supplier shall have the capacity within its business and processes to fully meet the requirements at the anticipated volumes referred to throughout this specification from the Contract commencement date. There is no guarantee as to the volume of Apprentices to be processed, or the number of Contracting Authorities (Civil Service departments) who will use this contract.
   4. The Supplier shall have the flexibility and scalability to be able to work with all Contracting Authorities (Civil Service departments), even during periods of peak demand and regardless of size and value; whilst maintaining a high level of service delivery.
   5. The Supplier shall support the future-proofing of the contract through the flexibility to add new Apprenticeships Standards that are developed and published within the scope of the contract throughout the duration of the contract and to flex their delivery to meet any changes to funding bands for particular standards.
   6. To guarantee CIPD Chartered Membership upon completion, the Supplier will use CIPD as the End Point Assessment Organisation (EPAO).
2. **THE REQUIREMENT**
   1. This contract covers the following Apprenticeship Standards that are approved for delivery and published. This includes any new Apprenticeship Standards that are delivered and published providing they fall within the broad heading of the below:

| Apprenticeship Training and Related Services | |
| --- | --- |
| HR | Level 7 HR Senior People Professional - ST0813  <https://www.instituteforapprenticeships.org/apprenticeship-standards/senior-people-professional-v1-0> |

* 1. Mandatory End Point Assessment (EPA) requirements**:**
     1. The Supplier shall select Chartered Institute of Personnel and Development (CIPD) as the organisation to deliver the End Point Assessment (EPA) from the Register of end-point assessment organisations. The list can be found at:

<https://www.gov.uk/guidance/register-of-end-point-assessment-organisations>

* + 1. The Supplier shall ensure that the registered assessment organisation and the assessor is independent of, and separate from, the training provided by the Supplier and Contracting Authorities (Civil Service departments) employer.
    2. The Supplier shall ensure the Apprentice undergoes an EPA at the very end of the on-programme phase of training when the Contracting Authorities (Civil Service departments) employer and Supplier are satisfied that they have met the “Gateway” criteria to undertake the assessment.
    3. The Supplier shall ensure the EPA is conducted in accordance with the requirements set out in the assessment plan that accompanies each Apprenticeship Standard.
    4. The Supplier shall ensure transparency around costs and Service Level agreements for the touch points in the EPA pathway. This will include a full library of products and the timeline and process for issuing. This library will include, but is not limited to, the following:
       1. an induction programme;
       2. an Apprentice handbook;
       3. a line manager guide;
       4. a detailed summary of the delivery model;
       5. a detailed summary of the Apprenticeship learner journey process;
       6. a detailed summary of the costing model; and
       7. a detailed summary of the payment process
    5. The Supplier shall provide a robust assessment process for assessment of the Apprenticeship Standard and any related qualifications and this shall include but is not limited to, the following:
       1. Defining the cost of the End Point Assessment (this will clarify what proportion of overall costs are charged by the Training Provider for their services and the End Point Assessment respectively);
       2. Providing assessment criteria/guidance at the start of the Apprenticeship for Apprentices and line managers to work with;
       3. Providing training to ensure quality, standardisation and consistency for all End Point Assessment (EPA) panel members;
       4. Giving the Apprentice at least one month advance notification of their assessment appointment, to enable them to prepare;
       5. Assessing all individuals who have embarked on their Apprenticeship no later than 8 weeks from the end of their Apprenticeship period;
       6. Conducting the assessment in the most appropriate location, as agreed with the contracting authorities. This includes, but not limited to, at Apprentices ‘home’ office location (or region), nearest accredited assessment centre, online assessment;
       7. Wherever possible undertake multiple assessments in a single day in order to maximise delivery and minimise costs;
       8. Notifying outcomes of the assessment in one of the following categories: Pass, Merit, Distinction, or Fail, by applying the criteria for each category as set out in the standards document;
       9. Conveying the overall markings to individuals as a % rating, in addition to the category above;
       10. Providing a meaningful written narrative containing detailed feedback for each assessment, which will be provided to both the Apprentice and their Line Manager within one week of the assessment taking place. The feedback must indicate any areas that need to be addressed by individuals who fall into the Fail category; and
       11. Allowing flexibility for any adjustments in the assessment standards and for these to be reflected in the assessment process itself should that standard change for any reason.
  1. Mandatory Apprentice service delivery requirements:
     1. The Supplier shall ensure that all Contracting Authorities (Civil Service departments) supporting Apprentices are provided with the relevant learning and a period of consolidation / observation to assure competence.
     2. The Supplier shall carry out a full, robust initial assessment to ensure that Apprentices are on the right programme and at the right level for Apprentices. The Supplier shall consult with the Contracting Authorities (Civil Service departments) if they deem an Apprentice is not suitable for the programme and both parties will agree whether the onboarding should continue.
     3. The Supplier shall identify relevant needs for reasonable adjustment at the point of application for the Apprenticeship. The Contracting Authorities (Civil Service departments) will have responsibility for meeting these needs in the workplace.
     4. The Supplier shall provide a detailed timetable of support, including Information, Advice and Guidance (IAG) for each Apprentice setting out a plan for each individual Apprenticeship pathway. The Supplier shall ensure IAG continues throughout the Apprenticeship programme to help keep the Apprentice on track and aware of what they need to do to progress.
     5. The Supplier shall deliver an induction for Apprentices and line managers within the first week of the Apprenticeship and register all Apprentices for their Apprenticeship and qualifications and provide each with an Independent Learning Plan in line with DfE (BIS/ESFA) guidance and rules.
     6. The Supplier shall allocate specific support to each Apprentice, in the form of a programme tutor, from enrolment on the Apprenticeship through to End Point Assessment (EPA) qualification. The Supplier shall have in place a process to ensure the consistency and the quality of the line manager support provided.
     7. The Supplier shall ensure that coaches, programme tutors and trainers demonstrate a high level of competence, relevant experience of the Apprenticeship programme requirements and that their Apprenticeship subject area knowledge is kept up-to-date.
     8. The Supplier shall ensure all coaches have a professional qualification and a minimum of 2 years’ experience in a role related to the Apprenticeship subject area and can provide Contracting Authorities (Civil Service departments) with the relevant curriculum vitae as evidence.
     9. The Supplier shall provide training and consolidation for all programme tutors to ensure consistency of approach and knowledge levels.
     10. The Supplier shall have in place an effective quality assurance process, which includes monitoring and reviewing coach, programme tutor and trainer performance.
     11. The Supplier shall conduct interim and formal progress reviews with the Apprentice and with input from trainers, assessors and Contracting Authorities (Civil Service departments) employers, this shall not be limited to;
         1. Organising a schedule of regular progress review meetings. The format and frequency of reviews will be agreed with the Contracting Authorities;
         2. Involving the Apprentice and the workplace supervisor in the reviews;
         3. Identifying progress for learning aims – both to date and between reviews;
         4. Reflecting on and recording progress made towards the Apprentice’s learning goals;
         5. Reviewing the Apprentice’s Individual Learning Plan and monitoring the achievement of agreed milestones;
         6. Agreeing and recording actions and targets between reviews;
         7. Monitoring and tracking the Apprentice’s progress to ensure they are meeting their targets and identify at an early stage those Apprentices requiring additional support and amending the training plan accordingly;
         8. Ensuring the workplace supervisor is involved throughout the Apprentice learner journey and the assessment of the Apprentice suitability for entry into the ‘Gateway’;
         9. Assessing that an Apprentice has reached the 'Gateway' and determine the Apprentice’s readiness for the End Point Assessment (EPA); and
         10. Ensuring the Apprentice and the workplace supervisor have a copy of the record of the reviews.
     12. The Supplier shall oversee the process of moving Apprentices between Contracting Authorities (Civil Service departments) departmental postings where necessary.
     13. The Supplier shall not remove any apprentice from the programme without the direct written consent of the Contracting Authorities (Civil Service departments). If written consent is not received within 7 working days, the supplier can consider removal and inform the Contracting Authorities (Civil Service departments) that the apprentice will be removed unless the Contracting Authorities (Civil Service departments) replies within 48 hours stating they do not wish the apprentice to be removed. The Supplier will have the final decision.
  2. Additional Services:
     1. This section describes the non-mandatory additional service requirement that the Supplier may fulfil as part of the delivery of the Contract.
     2. The Supplier shall be flexible in providing any relevant additional services that fall within the scope of the requirements of the Contract and which Contracting Authorities (Civil Service departments) may require to deliver their Apprenticeships schemes.
     3. The additional services shall include, but not limited to the following:
        1. Enrolment, induction, prior assessment, initial diagnostic testing or similar activity.
        2. Off-the-job training delivered only by distance learning, although the Supplier may include online and other blended learning activity as part of the delivery of an Apprenticeship.
        3. Any training, optional modules, educational trips or trips to professional events in excess of those required to meet the knowledge, skills and behaviours of the Apprenticeship standard. This includes training solely and specifically required for a licence to practise.
        4. 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.
        5. Registration and examination, including certification costs, for non-mandatory qualifications (qualifications that are not specifically listed in the standard).
  3. Full details of the precise details of any additional service(s) required, will be given by the Contracting Authority on the Service Request Order Form to enable agreement of any associated costs.

1. **KEY MILESTONES AND DELIVERABLES**
   1. The following Contract milestones/deliverables shall apply:

| Milestone/Deliverable | Description | Timeframe or Delivery Date |
| --- | --- | --- |
| 1 | Confirmation of the name and contact details (including email address and telephone number) of the Account Manager for this Contract. The nominated Account Manager shall have a minimum of two (2) years relevant industry experience and be security cleared to the stated level | Within week 1 of Contract Award |
| 2 | Confirmation of contact details for Customer Service Helpdesk | Within week 1 of Contract Award |
| 3 | Detailed summary of the delivery model, syllabus, programme details and the apprentice learner journey including timetable for delivery for the standard | Within week 2 of Contract Award |
| 4 | Confirmation of IT platforms used across apprenticeship delivery (including sub contractor systems) | Within week 2 of Contract Award |
| 5 | Confirmation each employee and subcontractor are briefed on organisational security procedures and the provisions of the Official Secrets Act 1989 and are required to sign a Confidentiality Agreement that affirms that they understand the provisions of the Official Secrets Act and the consequences of a breach of it | Within week 2 of Contract Award |
| 6 | Confirmation of payment methods the supplier supports | Within week 2 of Contract Award |
| 7 | Confirmation that Customer Service Helpdesk live and Supplier Personnel appointed to the helpdesk have the relevant skills; experience and knowledge of the services offered under the Contract | Within week 3 of Contract Award |
| 8 | Confirmation that the supplier has an auditable complaints procedure for logging, investigating, managing and escalating and resolving complaints initiated by the Contracting Authorities (Cabinet Office) and their users | Within week 3 of Contract Award |
| 9 | Confirmation that Chartered Institute of Personnel and Development is the End Point Assessment Organisation | Within week 4 of Contract Award |
| 10 | Proposal on how it will deliver the required management information / reporting specification | Within week 6 of Contract Award |
| 11 | Agreed contract review process | Within week 6 of Contract Award |

1. **MANAGEMENT INFORMATION/REPORTING**
   1. This section describes the mandatory Management Information (MI) and data reporting mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.
   2. The Supplier shall provide MI and Data Reporting to the Authority and Contracting Authorities (Civil Service departments) free of charge.
   3. The Supplier shall comply with the management information requirements.
   4. The Supplier shall have appropriate management information systems in place to collect, check, manage and return monthly data to the ESFA through the Individual Learner Record (ILR) and other learner data collection as specified in the link below:

<https://www.gov.uk/government/collections/individualised-learner-record-ilr>

* 1. The Supplier shall provide secure and accurate weekly/monthly MI to the Authority and Contracting Authorities (Civil Service departments) to monitor starts, completions and progress against Apprenticeship and End Point Assessment. This must be provided on the basis of the cohort as a whole and for individual Apprentices and adhere to nationally recognised Data Protection and records and retention policies, data transfer agreements with the employer and information security requirements.
  2. The Supplier shall provide MI to the Authority and Contracting Authorities (Civil Service departments), on a frequency to be agreed, which will detail the number of Apprentices assessed in week/month and by rolling total to date, highlighting any re-sits. Further reporting MI will include, but shall not be limited to:
* Number of passes, distinctions and fails in week and by rolling total, highlighting any resits in amongst these;
* Total numbers of Apprentices scheduled for assessment and broken down by region and Contracting Authorities (Civil Service departments) employer organisations, highlighting any re-sits in amongst these;
* Number of Apprentices not yet scheduled for assessment, by region and by Contracting Authorities (Civil Service departments) employer organisations, highlighting any re-sits in amongst these;
* Full details of Apprentices who have needed to reschedule their assessment (name/ organisation/ location/ employment contract end date etc.), highlighting any re-sits in amongst these;
* Full details of any Apprentices who are unavailable for assessment at any point within 6 weeks of the expiration of the period of their Apprenticeship;
* Precise details of any Apprentices who fail to attend their scheduled assessment appointment.
  1. The Supplier shall have the flexibility to produce for the Authority and/or Contracting Authorities (Civil Service departments) any requested tailored / non-standard MI reports free of charge on a number of different levels, including but not limited to Apprentice, Contracting Authorities (Civil Service departments) Service recipient and scheme.
  2. The Supplier shall provide the required data or information free of charge, within the requested timescales to the Authority and/or the Contracting Authorities (Civil Service departments). The Authority and/or Contracting Authorities (Civil Service departments) may request data and reports on an ad hoc basis to assist with Freedom of Information (FOI) requests, Parliamentary Questions (PQs) or other committee requests.
  3. The Supplier shall provide the Authority with a minimum of one case study per quarter, for the duration of this Contract, which will evidence savings, benefits and/or added value of this Contract, subject to the agreement of the relevant Contracting Authorities (Civil Service departments).
  4. The Supplier shall comply with the Authority and/or Contracting Authorities (Civil Service departments) equality and diversity data collection and monitoring requirements. The Supplier will be required to provide such data and information if applicable and as specified in the Service Request Order Form.
  5. The Supplier shall work with the Authority to provide management information and evaluation data in a format consistent with other learning and development provided through the Authority and meets with their requirements for Contracting Authorities. The Supplier shall agree to adopt the MI template set out in Attachment 7 MI Template, which is supplied by Contracting Authorities (Civil Service departments) and return them on the agreed timescales, unless an exemption is agreed by the Contracting Authorities at least 48 hours before the expected return date.
  6. The Supplier shall provide the data on a monthly basis to enable the Authority to share it with their other suppliers for the purpose of collating into a consolidated report for dissemination to each department.
  7. The Supplier shall accept that the Authority anticipates a data sharing agreement being in place that specifies how their other suppliers would be able to use the data and who would have access to it for the purpose of collating and disseminating the information contained.

1. **VOLUMES**
   1. This section provides indicative estimated annual volumes of assessments for Central Government departments throughout the duration of this contract. The Authority provides no guarantees in respect of the estimates, as follows:

| Level and Standard | Estimated Annual Volumes (per year) |
| --- | --- |
| Level 7 HR Senior People Professional - ST0813 | Year 1 - 139  Year 2 - 146  Year 3 - 146 |

* 1. The Supplier shall be able to deal with large volumes immediately from the contract commencement date and shall have capacity to enrol, contact and allocate a programme tutor at the point of receipt.

1. **CONTINUOUS IMPROVEMENT**
   1. The requirements for continuous improvement can be found in section 15, SLA13.
2. **SUSTAINABILITY**
   1. There are no sustainability considerations for this requirement.
3. **QUALITY**
   1. Mandatory statutory requirements:
      1. The Supplier shall be registered on the Education and Skills Funding Agency (ESFA) Register of Apprenticeship Training Providers (RoATP) via the main application route and shall deliver the services in accordance with Apprenticeship funding and performance-management rules for Training Providers. Further information can be found at: <https://www.gov.uk/guidance/apprenticeship-funding-rules>
      2. The Supplier shall have in place a financial strategy that is simple, clear and in line with Department for Education (formerly BIS/ESFA) funding rules. The full DfE rules can be found at: [apprenticeship-funding-from-may-2017](https://www.gov.uk/government/publications/apprenticeship-funding-from-may-2017)
      3. The Supplier shall select the Chartered Institute of Personnel and Development as the organisation to deliver the End Point Assessment (EPA), from the Register of Apprentice Assessment Organisations (RoAAO). The list can be found at:

[**https://www.gov.uk/guidance/register-of-end-point-assessment-organisations**](https://www.gov.uk/guidance/register-of-end-point-assessment-organisations)

* + 1. Without prejudice to the generality of Clause 36.1 (Compliance with Law), set out in Dynamic Marketplace Agreement (DMP), the Supplier shall comply with, and consent in writing to audits in respect of, all current and future applicable aspects of relevant legislation, including but not limited to:
       1. The Data Protection Legislation 2018;
       2. Human Rights Act 1998;
       3. Freedom of Information Act 2000;
       4. The Welsh Language Act 1993;
       5. Welsh Language (Wales) Measure 2011;
       6. Safeguarding Vulnerable Groups Act 2006;
       7. Employment Rights Act 1996;
          1. Equality Act 2010;
       8. Equality and Human Rights Commission – Public Sector Equality Duty (2011);
       9. Public Services (Social Value) Act 2012;
       10. Apprenticeship Funding Rules.
  1. Mandatory service delivery requirements:
     1. The Supplier shall have upon commencement of the Contract, and retain throughout the Contract Period, either:
        1. Ofsted Grade 1 or Grade 2 ‘overall effectiveness’ quality standards as specified in the Common Inspection Framework through (in order of preference): Ofsted inspections, or externally moderated Self-Assessment Reports or External Verification reports from Awarding Bodies. OR
        2. Ofsted Grade 3 ‘Overall Effectiveness’ and ‘Grade 1 or Grade 2 ‘effectiveness of Apprenticeship provision’ as set out in the Ofsted Rating table as follows:

| Ofsted Ratings | Description |
| --- | --- |
| 1 | Outstanding |
| 2 | Good |
| 3 | Requires Improvement |
| 4 | Inadequate |

* + 1. Higher Education Institutions must be operating successfully under the formal recognised Quality Assurance Agency for higher education (QAA) arrangements, awarding body and professional body membership.
    2. The Supplier shall notify the Authority immediately if they fall below the mandatory Ofsted grade requirements and or when they fail to comply with the QAA arrangements.
    3. The Supplier shall allow sufficient flexibility in the delivery model to respond to changes made to the Apprenticeship Levy regulations and banding and the periodic Apprenticeship Standard Reviews.
    4. The Supplier shall work in partnership with Contracting Authorities (Civil Service departments) to ensure that robust, consistent and appropriate management, training and administrative processes are in place to support the development and delivery of Apprenticeships programmes across the organisation.
    5. The Supplier shall develop and deliver high quality training throughout the duration of the Apprenticeship programme. This will include, and shall not be limited to, all elements defined in the published Apprenticeship Standards covering the relevant knowledge, skills, personal behaviours, competence, functional skills, safeguarding and Prevent training, employment rights and responsibilities and personal learning and thinking skills.
    6. The Supplier shall ensure that the training programme content is relevant, technically accurate, engaging and up-to-date and is regularly refreshed to align with any changes to the Apprenticeship Standards.
    7. The Supplier shall maintain the flexibility to bespoke, contextualise and/or package the Apprenticeship learning to suit the specific needs of the Apprentice and meet with Contracting Authorities (Civil Service departments) requirements. In all cases the integrity of the learning outcome to the relevant standard shall be maintained.
    8. The Supplier shall provide a consistent Apprentice learning experience to Contracting Authorities (Civil Service departments) and devolved administrations, which will include mapping the provision to ensure all Apprentices are receiving the same quality of training.
    9. The Supplier shall provide a dedicated Apprenticeship co-ordinator supported by a learner tracking system, as a mandatory minimum for each of the programmes.
    10. The Supplier shall maintain Individual Learner Records (ILR) that comply with the Education and Skills Funding Agency requirements.
    11. The Supplier shall have in place a clear process and schedule for the payment of each element of the Apprenticeship and End Point Assessment (EPA).
    12. The Supplier shall provide an overview detailing the following, at the commencement of the Contract:
        1. end to end process for the Apprenticeship pathway; and
        2. roles and responsibilities of the Supplier; and
        3. roles and responsibilities of the Contracting Authorities.
    13. The Supplier shall effectively market Apprenticeships, in accordance with Contracting Authorities (Civil Service departments) needs and aligned to their marketing strategies, so as to ensure that target volumes are delivered.

1. **PRICE**
   1. Prices must not exceed the published funding band as per the Institute for Apprenticeships and Technical Education.
   2. Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.
   3. The maximum budget available for this requirement is:

| Year | Value |
| --- | --- |
| 1 | £2,641,000 per annum (exc VAT) |
| 2 | £2,774,000 per annum (exc VAT) |
| 3 | £2,774,000 per annum (exc VAT) |

1. **STAFF AND CUSTOMER SERVICE**
   1. This section describes the implementation, customer support service, complaints handling and marketing mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.
   2. Mandatory implementation requirements:
      1. Contracting Authorities (Civil Service departments) have differing implementation timescales based on the volume of their requirements. Full details of the precise timings of implementation service(s) required will be given by the Contracting Authorities (Civil Service departments) on Service Request Order Forms to enable agreement between both parties.
      2. The Supplier shall provide a named Implementation Manager(s) to the Contracting Authorities (Civil Service departments) prior to the contract, or Service Request Order Forms associated with the contract commencement date.
      3. The Supplier shall work with Contracting Authorities (Civil Service departments) during mobilisation to instigate an implementation plan. During implementation of the plan and whilst setting up operations, the Supplier shall be required to provide a mechanism to demonstrate a full understanding of the requirement and the ability to deliver the service provision within agreed timescales.
      4. The Supplier shall ensure that adequate and appropriate resources are available at all times to ensure that Service Levels for Contracting Authorities, as defined in Schedule 2 Annex 3 of Attachment 5, (Civil Service departments) are not compromised, particularly during times of peak demand.
      5. The Supplier shall provide a free of charge dedicated helpdesk service that shall comply with the following:
         1. Provision of a customer service helpdesk, which shall be open to answer general enquiries and shall operate as a minimum from office hours 08:30 until 17:30 Monday to Friday throughout the year excluding public holidays.
         2. Provision of operational support and/or emergency call numbers, which shall operate twenty-four (24) hours per day, every day of the year, including public holidays.
         3. All calls shall be charged at no more than a standard call rate (no premium rate telephone numbers). Standard rate in the UK means calls to local and national numbers beginning 01, 02, and 03. Excluded numbers include non-geographic numbers (e.g. 0871) and Premium Rate Services.
      6. The Supplier shall ensure that all Supplier Personnel appointed to the helpdesk have the relevant skills; experience and knowledge of the services offered under the Contract and have the capability to manage Contracting Authorities (Civil Service departments) relations.
      7. The Supplier shall provide support to all Contracting Authorities (Civil Service departments) queries, will include but not be limited to providing;
         1. Advice and support employers to claim any additional employer incentive payments (compilation, age etc.);
         2. Advice on their individual requirements;
         3. Plan the most cost effective delivery model (agree locations of cohorts etc.); and
         4. Resolve any issues.
   3. Mandatory complaints handling requirements:
      1. The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing and escalating and resolving complaints initiated by the Contracting Authorities (Civil Service departments) and their users.
      2. The Supplier shall ensure its complaints procedure complies to the following;

* All complaints shall be logged and acknowledged within twenty-four (24) hours of receipt;
* All complaints shall be resolved within five (5) working days of the original complaint being made unless otherwise agreed with the Contracting Authorities;
* All complaints shall be recorded, together with the actions and timescales taken to resolve the complaint.
  + 1. The Supplier shall ensure that the level and nature of complaints arising and proposed corrective action that are under way or completed will be reviewed by the parties periodically, as appropriate according to the numbers of complaints arising, and in any event at intervals of not less than 1 month.
    2. The Supplier shall analyse and identify any pattern of complaints and bring these to the attention of the Contracting Authorities (Civil Service departments) during supplier review meetings.
    3. The Supplier shall provide the Authority with one consolidated report per month for the duration of this Contract capturing all Contracting Authorities (Civil Service departments) complaints detailed by each Contracting Authorities (Civil Service departments). These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the programme and lessons learnt.
    4. The Supplier shall support the Authority when it meets with Contracting Authorities (Civil Service departments) in order to discuss delivery performance and address any concerns that may exist around the provision of Services and will seek feedback from them to inform the monthly performance review meetings.
    5. The Authority will define any additional complaints process including escalation and reporting requirements prior to the Supplier and Contracting Authorities (Civil Service departments) entering into a Service Request Order Form Agreement.
  1. Mandatory marketing, supplier communications, customer experience and insight requirements:
     1. The Supplier shall provide appropriately skilled communications resources to:
        1. Maintain active communications with all those working within the Supplier’s organisation and supply chain and to ensure all parties are kept up to date with developments.
        2. Ensure regular co-ordination of communications with the Contracting Authority and other delivery partners working for the Contracting Authority.
        3. The Supplier shall provide appropriately skilled support to work with the Contracting Authority to provide a reactive media service where required.
     2. The Supplier shall provide appropriately skilled marketing and insight resources to do the following:
        1. provide a range of formal and informal feedback mechanisms to evaluate both the employer and Apprentice satisfaction levels, so as to measure the success of the programme and the experiences of the Apprentices
        2. use the employer and Apprentice feedback to reflect back on future programmes to enable continuous improvement in the Apprenticeship programme.
        3. Ensure consistent application of branding, including visual identity and maintaining the Contracting Authority style and tone of voice (or development of alternative branding approaches for different customer groups, e.g. SCS, as required). This should be applied to all course materials, customer communications, classroom signage and IT.
     3. The Supplier shall ensure that neither it, nor any of its Sub Contractors, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Supplier’s obligations under this Contract.
     4. The Supplier shall have in place a robust strategy to ensure quality and consistency throughout the support and assessment of the Apprenticeships. This will include the delivery of a fully supported digital Apprenticeship utilising web-based content, Contracting Authorities departmental communication systems, telephone and email.

1. **SERVICE LEVELS AND PERFORMANCE**
   1. Table 1 below, sets out the Key Performance Indicators which the Authority will measure the quality of the Supplier’s delivery:
   2. From the Contract Commencement Date, the Supplier shall monitor its performance against each KPI and shall send the Authority a report detailing the level of service actually achieved.
   3. In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements in this Statement of Requirements.
   4. The Authority may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.
   5. If poor performance continues, following formal written warnings, early termination of the Contract will also be considered.
   6. The Authority will monitor the work of the Supplier throughout the Contract through regular contact between the Supplier and The Authority’s day-to-day contact(s).
   7. The Authority will manage poor performance by the Supplier as set out here and in line with the terms and conditions of the resultant Contract.

**Table 1**

| Category | Ref No. |  | KPIs | Measurement Period | Target Performance Level | Minor  KPI Failure | Serious KPI Failure | Severe KPI Failure | KPI Service Threshold |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| On-boarding | KPI 1 | Communication | The Supplier must provide acknowledgement of potential Apprentices' details included in the Services Request form sent by each Authority Service Recipient within 48 hours. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 2 | Pre-enrolment Induction | The Supplier must arrange and deliver pre-enrolment induction to Apprentices giving a full walk-through of the programme, answer any questions and explain the application process within 2 weeks of receiving valid Apprentice’s details within the service request form. | Weekly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 3 | Eligibility | The Supplier must provide to departments (employers) a status update of the potential Apprentices' eligibility within 48 hours of pre-enrolment induction/application stage. | Weekly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 4 | Enrolment | The Supplier must ensure Apprentices are enrolled and their record must be visible on the Authority Service Recipient’s (employer’s) Digital Apprenticeship Service (DAS) account within 4 weeks of confirmed eligibility. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 5 | Induction | The Supplier to arrange and deliver induction/engagement session in the first 2 weeks of Apprentice enrolment, prior to learning. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 6 | Enrolment | The Supplier must ensure that individual Apprentices are on-boarded/enrolled within a maximum of 6 weeks of receiving valid Apprentice’s details within the service request form | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| Talent Coach | KPI 7 | Allocation | The Supplier shall ensure that there is a Talent coaches /Assessors/Tutors resource assigned within 1 week of a Apprentice’s details being visible on the DAS. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 8 | Retention | The Supplier shall ensure that Talent coaches /Assessors/Tutors resources retention rate stays above 80% during the life of the contract period and must report on the rates if it drops below 80% on a monthly basis. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 9 | Replacement | The Supplier shall ensure that there is continuous Talent coaches /Assessors/Tutors support provided to apprentices and a replacement Talent coaches /Assessors/tutors allocated within 1 week of the previous Talent coaches /Assessors/tutors departure. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| Ongoing Performance | KPI 10 | Progression | The Supplier must ensure each Apprentice and their line manager are invited to attend progress review meetings every 8 weeks. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 11 | Reviews | The Supplier must implement an agreed action plan for Apprentices who are behind expected progression for maximum 2 successive progress reviews. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| Delivery | KPI 12 | Timetable | The Supplier must ensure diary invitations/programme schedule with timings are sent at least 4 weeks in advance of learning to each Apprentice and their line manager | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 13 | Cancellation | The Supplier must give 24 hours’ notice if an Apprentice appointment / learning has to be cancelled and rescheduled | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| Assessments | KPI 14 | Assessments | The Supplier must ensure the assignments are marked and quality feedback provided within 4 weeks of submission date. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 15 | Assessments | The Supplier must ensure the results of assignments are provided within 4 weeks of submission date. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| End Point Assessment (EPA) | KPI 16 | Completions | The Supplier shall ensure that Apprentices are ready at least 8 weeks ahead of the EPA (measured by gateway declaration being completed). | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 17 | Completions | The Supplier must work towards apprentices achieving a Pass/Distinctions rate at EPA above 80% during the life of the contract period and must report on the rates if it drops below 80% on a monthly basis. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| Performance Management Information | KPI 18 | Data | The Supplier must provide Apprenticeship MI Data within 5 Working Days with 100% accuracy to Individual departments upon request. | weekly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 19 | Data | The Supplier must ensure to provide central contract MI Data by 5 Working Days with 100% accuracy. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| Customer Satisfaction | KPI 20 | Queries | The Supplier must ensure to provide acknowledgement of initial enquiries within 24 hours of receipt. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 21 | Queries | The Supplier must ensure to resolve telephone and email enquiries within 5 Working Days of receipt. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 22 | Complaints | The Supplier must ensure to provide acknowledgement of any complaints within 24 hours of receipts. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| KPI 23 | Complaints | The Supplier must ensure to provide resolutions (or holding responses if complicated) to complaints or issues within 5 Working Days of receipt and make apprentices aware of complaints procedures and timelines. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |

15.3 The Supplier shall also comply with the following (which link to the KPIs set out in Table 1 above):

**Table 2**

| Service Level Agreement (SLA) | | | Reporting Frequency | Target Performance Level | Minor  KPI Failure | Serious KPI Failure | Severe KPI Failure | KPI Service Threshold |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SLA1 | Enrolment | The Supplier shall ensure efficiency of enrolment of Apprentices within a maximum of 12 weeks utilising other government cohorts if required (with small tolerance for exceptional cases only) that aligns with KPI 6. | Quarterly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA2 | Quality of Delivery and on-boarding | The Supplier shall support Authority Service Recipients to ensure retention of Apprentices on schemes; limiting withdrawals to a maximum 35% withdrawal rate, as per ESFA measures, and providing early warning of ‘amber’ performance rating to reduce drop-outs. | Quarterly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA3 | Timetable | The Supplier shall ensure that each Apprentice and their line manager are notified of any changes to Apprenticeship programme timetable at least 1 month before scheduled change. | Quarterly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA4 | Notification of meetings | The Supplier shall ensure that invitations to the 8 weekly Talent coach/Assessor/Tutor meetings are shared with each Apprentice and their line manager at least one month in advance of the date of the meeting. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA5 | Attendance/ Cancellation | The Supplier is expected to rearrange workshops/sessions when 25% of attendees have provided adequate notice of a month that they are unable to attend and the supplier will need to provide Apprentices with notification at least one week beforehand of alternative date(s) of workshops/sessions. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA6 | Delivery | The Supplier will be expected to give adequate notice if any learning/ coaching is cancelled and rescheduled using the agreed format of communication agreed between the supplier and departments. However, where a problem is anticipated at least 2 weeks prior to any learning/ coaching then the Supplier must ensure that the Apprentices are made aware of the new schedule one week prior to the date of any learning/ coaching session. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA7 | Progression | The Supplier will be expected to notify Line Managers and the Authority within 5 Working Days whenever the Apprentice’s progress performance is rated as “Red” and provide the reason for the red rating being given. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA8 | Talent Coach | The Supplier shall ensure talent coaches/Assessors/tutors are available to engage with Apprentices within a maximum of 4 weeks post enrolment. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA9 | Talent Coach | The Supplier shall provide notification of any proposed changes to talent coaches/Assessors/tutors at least 2 weeks prior to the change taking place. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA10 | Line Management engagement | The Supplier to arrange induction sessions for line managers at least 1 week after Apprentices are enrolled and visible on employer’s Digital Apprenticeship Service (DAS) account to ensure they understand their role and responsibility in supporting apprentices. | Monthly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA11 | Satisfaction | The Supplier to engage with the Apprentices' line managers to ensure that they are satisfied with delivery through the issue of surveys on a quarterly basis and where there are concerns raised, find solutions based on feedback. | Quarterly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA12 | Satisfaction | The Supplier to engage with Apprentices to ensure that they are satisfied with delivery through the issue of surveys on a quarterly basis and where there are concerns raised, find solutions based on feedback. | Quarterly | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |
| SLA13 | Continuous Improvement | The Supplier will be expected to work with Civil Service departments, Professions Leads and the Authority to discuss and agree on at least an annual basis reasonable suggestions for new or potential improvements, innovations, modifications, development or changes to the provisions of the services to drive and improve learner experience. The supplier at its own costs will use reasonable efforts to work to implement at least one initiative per annum to enhance the provision of the services to improve the learner experience. The supplier shall implement appropriate system and business processes which enable the Supplier to: 1. Monitor the quality, efficiencies and productivity of the provision of the services; and to continuously monitor any improvements over time 2. Identify and present lessons learnt in relations to the provisions of the services which can be implemented by the Supplier to improve the services. The supplier will carry out regular and appropriate market analysis and present findings to monitor and assess: 1. Developments of innovation that may be applicable to services 2. Development of good industry practices which may be applicable to services 3. The manner in which other organisations are delivering similar goods or services to achieve improvements in quality, efficiencies and productivity relevant to the services. | Every 6 Months | 95% | 94.9% - 90% | 89.9% - 85% | 84.9% - 75% | below 75% |

1. **SECURITY AND CONFIDENTIALITY REQUIREMENTS**
   1. Data assurance and security requirements are included in Attachment 6 of this contract.
   2. Mandatory digital delivery requirements**:**
      1. The Supplier shall deliver a digital, fully flexible model of support to Apprentices to develop and improve their skills and abilities to enable them to meet the Apprenticeship Standard within the terms of their Apprenticeship agreement.
      2. Good practice to use or conform to the gov design pattern set out within the Government Service manual <https://www.gov.uk/service-manual> and which follows the Design system <https://design-system.service.gov.uk/>.
      3. The Service manual is available to help create and run great public services that meet the Government Service Standard <https://www.gov.uk/service-manual/service-standard>.
      4. The Supplier shall also ensure that the digital ‘online’ Apprenticeship system build meets the Digital by Default Service Standard, details of which can be found at: <https://www.gov.uk/service-manual/digital-by-default>
      5. The Supplier will ensure that any training is compatible with IT standards of Government departments as specified in the Government Digital Service Standard 10 (or any successor standard).
      6. The Supplier shall ensure to meet Government accessibility guidelines, as well as Code and content meeting WCAG level AA (all A and AA requirements as laid out in<https://webaim.org/standards/wcag/checklist>).
      7. The Supplier shall work with Contacting Authorities to ensure the user experience for Apprenticeship learning feels seamless. Once the Apprenticeship has started, the Apprentice may access their learning via the Suppliers Learning Management System (LMS), which will be required to be compatible with Contracting Authorities (Civil Service departments) IT systems.
      8. The Supplier shall ensure that their LMS can be modified to meet the specific Information Technology (IT) requirements of individual Contracting Authorities. Details shall be defined within a Contracting Authorities (Civil Service departments) Service Request Order Form, established under this Contract.
      9. The Authority recognises that it needs to ensure that its ICT products and services can be used by everyone (who is designated as an authorised user), whether Contracting Authorities (Civil Service departments) internal staff or external customers from a population of the widest range of characteristics and capabilities.
      10. In order to achieve this, the Authority has adopted the European Standard ‘EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe’ (which includes extending the Web Content Accessibility Guidelines 2.0, success criterion AA (WCAG v2 AA) to non-web systems) as the minimum accessibility standard.
      11. The Supplier shall not be required to achieve the EN301 549 standard, however the LMS system must have functionality to meet key accessibility elements of the standard and this must be evidenced to the Authority. This may need to be achieved through the use of hardware and/or software being added or connected to a system that increases accessibility for an individual.
   3. Mandatory confidentiality requirements:
      1. The Supplier shall confirm in writing to the Authority that they will ensure that all employees and any subcontractors assigned to work with the Authority on the contract will be reminded of their existing contractual confidentiality obligations including those under the Official Secrets Act 1989. This will be supplied following notification of the award of the Contract prior to any work being undertaken. Suppliers’ employees and subcontractors must not disclose any privileged information they may come across in the course of their work.
      2. The Supplier shall ensure that line managers maintain the standards of security expected and brief employees about the protection of assets and processes under their control. In particular, the Supplier shall identify potential difficulties or conflicts of interests among employees and report any concerns to the appropriate Contracting Authorities (Civil Service departments).
2. **PAYMENT AND INVOICING** 
   1. This section describes the funding, invoicing and payment mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.
   2. The Supplier shall adhere to the levy system for Apprenticeships. Details of how the government funds Apprenticeship training in England from May 2017 is available at: <https://www.gov.uk/hmrc-internal-manuals/apprenticeship-levy>
   3. The Supplier shall work with each Contracting Authorities (Civil Service departments) employer and shall agree a total price for all aspects of the provision, which should be set within the maximum funding band set by ESFA. This will include the costs of activity directly related to the Apprenticeships and other costs directly related to the Apprenticeships in accordance with the

[Apprenticeship funding and performance-management rules for Training Providers](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/612159/PROVIDER_V3__1_.pdf), outlined in the link below:

[**https://www.gov.uk/guidance/apprenticeship-funding-rules#the-latest-rules-2022-to-2023**](https://www.gov.uk/guidance/apprenticeship-funding-rules#the-latest-rules-2022-to-2023)

* 1. The Supplier shall ensure that each Apprenticeship Standard shall include the cost of the End Point Assessment (EPA) agreed with the Apprentice assessment organisation.
  2. The Supplier shall make it explicitly clear if resit costs are covered in the pricing. If they are not covered, these costs must be agreed with The Contracting Authority prior to the commencement of any Apprenticeship delivery.
  3. The Supplier shall adhere to the following payment process once the Apprenticeship training has started. Monthly payments will be automatically taken from the Contracting Authorities (Civil Service departments) employers account and sent to the Supplier and the Supplier shall pass funds on to the End Point Assessment organisation.
  4. The Supplier shall support Contracting Authorities (Civil Service departments) employer’s when/if they request additional services, which take the costs above the relevant funding band and this, will be negotiated in advance and agreed in writing by each employer as this will need to be paid outside of Digital Apprenticeship Service (DAS).
  5. The Supplier shall be aware that when Contracting Authorities (Civil Service departments) employers are taking delivery of the Services. The Contracting Authorities (Civil Service departments) will be liable to pay the Supplier directly for any agreed additional services, which takes the costs above the relevant funding band. In addition, no payments shall be made by Contracting Authorities (Civil Service departments) directly to sub-contractors.
  6. The Supplier shall be aware that Contracting Authorities (Civil Service departments) shall specify which payment option(s) they will require, for any services and charges outside of the DAS through the Service Request Order Form. The Supplier’s systems shall have the ability to support payment options as directed by Contracting Authorities (Civil Service departments) customer(s) to include Government Procurement Card (GPC), Purchase to Pay system (P2P) and manual electronic invoicing arrangements.
  7. The Supplier shall interface with the Contracting Authorities (Civil Service departments) e-Commerce (P2P) system when required by the Contracting Authorities (Civil Service departments).
  8. The Supplier shall provide an alternative solution as agreed with the Contracting Authorities (Civil Service departments) within the Service Request Order Form where the Contracting Authorities (Civil Service departments) do not require a full e-Commerce (P2P) system.
  9. The Supplier shall comply with Contracting Authorities (Civil Service departments) requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual customer organisations. For example, requirements may include, but not be limited to, consolidated invoicing, invoicing by cost centre; electronic invoicing; invoicing to different levels of detail, etc.
  10. The Supplier shall, unless otherwise specified by the Contracting Authorities (Civil Service departments), submit all invoices in arrears to individual ordering points or as instructed by the Contracting Authorities (Civil Service departments). Frequency of invoicing will be agreed between the Supplier and the Contracting Authorities before commencement of service delivery.
  11. The Supplier shall provide a full itemised breakdown of charges and all invoices should be clearly addressed; and refer to the service provided and charging basis.
  12. The Supplier shall provide the option to use an electronic invoicing process and/or payment card at no additional charges, as invoices will be settled by individual Contracting Authorities (Civil Service departments).
  13. The Supplier shall pay all undisputed invoices within 30 calendar days of issue of a valid invoice.
  14. The Supplier shall pay any undisputed sums, which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.

1. **CONTRACT MANAGEMENT** 
   1. This section describes the account management mandatory requirements that the Supplier shall fulfil in its entirety as part of the delivery of the Contract.
   2. The Supplier shall within five (5) days of signing the Contract send to the Authority’s email address the name and contact details (including email address and telephone number) of the Account Manager for this Contract . The nominated Account Manager shall have a minimum of two (2) years relevant industry experience.
   3. The Supplier shall also ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided to the Authority prior to any period of the Account Manager’s unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority and discretion as the Account Manager.
   4. The Supplier shall, when required, support the Contracting Authorities (Civil Service departments) in providing recommendations in relation to the Goods and Services provided, improve value for money, answering queries, dealing with complaints and technical support.
   5. The Account Manager shall be security cleared to the Contracting Authorities (Civil Service departments) stated level in advance prior to the Contract commencement date. The Supplier shall provide a consistent Account Management support function across Contracting Authorities (Civil Service departments) regardless of size and scope.
   6. The Supplier shall within five (5) days of signing a Service Request Order Form provide the Contracting Authorities, if required, with a named Account Manager, with the level of account management provided by the Supplier being proportionate to the size and requirements of the Contracting Authority. This shall be agreed prior to the Supplier and Contracting Authority entering into a Service Request Order Form.
   7. If a change of Account Management personnel is required, the Supplier shall inform the Authority and Contracting Authorities (Civil Service departments) of the change at least one (1) month prior to the change taking effect. The Supplier shall ensure a suitable handover period is included in any change of personnel.
   8. The Supplier shall be required to provide and maintain a dedicated customer service team, which will act as the first point of contact and focal point for all enquiries from Contracting Authorities.
   9. The Supplier shall be responsible for ensuring that all enquiries received from Contracting Authorities (Civil Service departments) are dealt with and resolved in accordance with agreed Key Performance Indicators (Service Levels Agreements).
   10. The Supplier shall be required to undertake visits to individual Contracting Authorities (Civil Service departments) sites to discuss the operation of the Contract. The Account Manager shall hold separate Supplier Review Meetings with the Authority and the Contracting Authorities (Civil Service departments) with agenda items and the frequency of meetings to be agreed by the Authority.
   11. Attendance at Contract Review meetings shall be at the Supplier’s own expense.
2. **LOCATION** 
   1. The paragraph describes the coverage of the service provision.
   2. The requirement is a UK wide service provision, either directly by the Supplier, or with the assistance of training providers sub-contracting to the main Training Provider, Full details of the precise details of any additional service(s) required, will be given by the Contracting Authorities (Civil Service departments) in the Service Request Order form.
   3. There may be some requirements for overseas services as Contracting Authorities (Civil Service departments) are located internationally and are required to offer equal access to development activities irrespective of location. The Supplier shall ensure they are able to meet those requirements fully throughout the duration of the contract.
   4. The Supplier shall be required to deliver training and manage the funding administration in accordance with the funding rules within the devolved administrations, either directly, or through Training Providers registered in the devolved administration.
   5. The Supply shall offer a varied method of the training delivery depending on the type of Apprenticeship and the Contracting Authorities (Civil Service departments) requirements, this shall include digital, fully flexible models of support, face-to-face teaching in regional centres or on government estate, workplace learning, classroom, workshops, and action learning sets or a combination. Full details of the precise details of any additional service(s) required, will be given by the Contracting Authorities (Civil Service departments) in the Service Request Order forms.
   6. Where there is face-to-face learning, the Supplier shall adhere to ensure Apprentices do not have to travel more than 2 hours, unless otherwise agreed exceptionally with the Authority. Both the Supplier and the Authority will need to consider the latest Government Guidance as it relates to the COVID-19 crisis and travel and agree the most appropriate solution for face to face learning where there is a potential impact.