**CONTRACT ORDER FORM**

This Contract Order Form is issued in accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement for the provision of Apprenticeship Training Services. Dated 26/02/2024.

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

|  |  |
| --- | --- |
| Contract Number | Con\_24351 |
| From | Department for Education  Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (“Customer”) |
| To | Firebrand Training Limited (“Supplier”) |

1. CONTRACT PERIOD

|  |  |  |
| --- | --- | --- |
| 1.1 | Commencement Date | 1st April 2024 |
| 1.2 | Expiry Date  (Apprenticeship programme completion date / End Point Assessment completion date) | 31st March 2027 |

2. SERVICES REQUIRED

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| --- | --- | --- |
| 2.1 | Services Required.    APPRENTICESHIP TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH.  LOCATION  APPRENTICESHIP TYPE AND SPECIFIC APPICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD  NUMBER OF STUDENTS  CLASS BASED  ADDITIONAL SERVICES |  |

3. CONTRACT PERFORMANCE

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| --- | --- | --- |
| 3.1 | Required Apprenticeship Standard | L4 Software Developer  L4 Software Tester |

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

4. PAYMENT

|  |  |  |
| --- | --- | --- |
| 4.1 | Contract Charges | L4 Software Developer – 9 x **<redacted>** = **<redacted>**  L4 Software Tester – 9 x **<redacted>** = **<redacted>**  Includes the cost of any subcontractors and the cost of an approved end point assessor. |
| 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 | Department for Education  Sanctuary Buildings, Great Smith Street, London, SW1P 3BT |

5. LIABILITY AND INSURANCE

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| --- | --- | --- |
| 5.1 | Suppliers limitation of Liability | In Clause 25 of the Contract Terms |
| 5.2 | Insurance | (Clause 26 of the Contract Terms):  Professional Indemnity Insurance cover of **<redacted>** any one claim.  Public Liability Insurance cover of **<redacted>** any one claim.  Employers Liability insurance cover of **<redacted>** any one claim. |

6. DATA PROTECTION

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| --- | --- | --- |
| 6.1 | Data Protection relationship | Regarding personal data processed, the Customer will share the following information with the Supplier in relation to individuals being referred to partake in an apprenticeship:   * Name of DfE employee * Work email address * Line Managers work email address   The Supplier will then directly contact DfE employees to collect the information required for the apprenticeship.  Therefore, DfE’s Office of the Data Protection Officer states that for the purposes of this processing activity and the contract, the Supplier and the Customer are independent controllers.  This is because the Supplier is processing the personal information as part of their administration and management of learners rather than solely on the instructions of the Customer. Their processing of this information is for a purpose independent of the Customer.  Due to this independent controller status, Schedules 7 and 8 do not apply (these would apply if there was a controller-processor or joint controller relationship in place). |

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.

For and on behalf of the Supplier:

|  |  |
| --- | --- |
| Name and Title | **<redacted> <redacted>** |
| Date | Apr 10, 2024 |

For and on behalf of the Customer:

|  |  |
| --- | --- |
| Name and Title | **<redacted> <redacted>** |
| Date | Apr 10, 2024 |