

**CONTRACT ORDER FORM**

This Contract Order Form is issued in accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement RM6102 for the provision of the [Software Developer](#), apprenticeship Level 4 . Dated 14/10/2022.

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	CR_2034
From	Department for International Trade ("Customer")
To	Makers Academy Limited, 50-52 Commercial St, London, E1 6LT ("Supplier")

**1. CONTRACT PERIOD**

1.1	Commencement Date	1 <sup>st</sup> March 2023
1.2	Expiry Date (Apprenticeship programme completion date / End Point Assessment completion date)	30 <sup>th</sup> September 2025 (This being the last enrolment date, but contract should cover learning until all learners have completed, which could be approximately till all learners complete their End Point Assessment (EPA) but this isn't an exact date as apprentices may have extensions etc).

**2. SERVICES REQUIRED**

2.1	Services Required.	Provision of Level 4 Software Developer Apprenticeship Programme.
	APPRENTICESHIP TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH.	Both
	LOCATION	England and Wales.
	APPRENTICESHIP TYPE AND SPECIFIC APPLICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD	Level 4 Software Developer Apprenticeship standard <a href="https://www.instituteforapprenticeships.org/apprenticeship-standards/software-developer-v1-1">https://www.instituteforapprenticeships.org/apprenticeship-standards/software-developer-v1-1</a>

	NUMBER OF STUDENTS	Maximum number of [REDACTED]. Numbers are indicative and may vary, and as such do not commit the Customer to these levels. Please note that the volumes of work cannot be guaranteed.
	CLASS BASED	Blended approach
	ADDITIONAL SERVICES	<p>No additional cost, but just a requirement as part of the programme;</p> <p>1) Monthly MI data (including apprentice RAG ratings and feedback on their performance) to be sent by Makers to <a href="mailto:talent@trade.gov.uk">talent@trade.gov.uk</a> each month.</p> <p>2) Makers to have a meeting with <a href="mailto:talent@trade.gov.uk">talent@trade.gov.uk</a> each month to discuss the MI data and feedback.</p> <p>3) Makers acknowledges all complaints and escalations within 3 working days of receipt.</p> <p>4) Makers resolves 90% complaints and escalations within 10 working days of receipt and 100% within 20 working days of receipt.</p>

## 0. CONTRACT PERFORMANCE

3.1	Required Apprenticeship Standard [ie the required apprenticeship course]	<a href="https://www.instituteforapprenticeships.org/apprenticeship-standards/software-developer-v1-1">https://www.instituteforapprenticeships.org/apprenticeship-standards/software-developer-v1-1</a>

3.1	Quality Standards	<p>Continued adherence to the relevant Institute for Apprenticeships industry standard.</p> <p><a href="http://www.instituteforapprenticeships.org/">www.instituteforapprenticeships.org/</a></p> <p>Maintained ESFA registration and accreditation.</p> <p>General industry good practice</p>
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## 1. PAYMENT

4.1	Contract Charges	<p>Contract Charges = maximum of £360,000 [ total of all charges ]</p> <p>Contract Charges comprises: maximum of [REDACTED] apprentices.</p> <p>[REDACTED] initially = [REDACTED] levy payment for each apprentice.</p> <p>Levy services funded by ESFA: maximum of [REDACTED]</p> <p>Top up for fees in excess of ESFA band: N/A;</p> <p>Additional extra services: N/A</p> <p>Includes the cost of any subcontractors and the cost of an approved end point assessor.</p>
4.2	Payment terms/Profile	<p>Payment to be made in accordance with the current in force ESFA funding rules.</p> <p>Further additional terms in Annex 2 of Contract Schedule 3</p>
4.3	Customer billing address	<p>Payment will be made via the BEIS and DIT's joint ESFA apprenticeship levy funding account.</p> <p>Contact information:  <a href="mailto:Talent@trade.gov.uk">Talent@trade.gov.uk</a>            Old Admiralty Building, Westminster, London SW1A 2BL.</p>

## 5. LIABILITY AND INSURANCE

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

## 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	<div></div> <div></div>	
	Date14/10/2022	

For and on behalf of the Customer:

Name and Title	<div></div> Commercial Director	
	Date20/10/2022	