

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: 20 October 2021.

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	WP2012.1 Software Developer Apprenticeship for GDS DPS Reference: 14467
From	Cabinet Office (Government Digital Service) ("Customer") Cabinet Office. 1 Horse Guards Road, London SW1A 2HQ Cabinet Office: Government Digital Service. The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS.
To	Makers Academy Limited ("Supplier") 50 Commercial St, London E1 6LT. United Kingdom Company Number: 08253870

1. CONTRACT PERIOD

1.1	Commencement Date	01 October 2021
1.2	Expiry Date (Apprenticeship programme completion date / End Point Assessment completion date)	30 September 2023 <i>(The Expiry end could extend to 30 September 2025. This is to account for when/if GDS add additional apprentices to L4 Software Developer Apprenticeship and enable them to finish the apprenticeship)</i>

2. SERVICES REQUIRED

2.1	Services Required. APPRENTICESHIP TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH.	Apprenticeship Training Provider and End Point Assessor services.
-----	---	---

LOCATION	London, Bristol, Manchester and Glasgow
APPRENTICESHIP TYPE AND SPECIFIC APPLICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD	L4 Software Developer
NUMBER OF STUDENTS	The initial number of apprentices will be 3. The number of apprentices could increase to 10, during the duration on contract term.
CLASS BASED	Online
ADDITIONAL SERVICES	N/A

3. CONTRACT PERFORMANCE

3.1	Required Apprenticeship Standard [ie the required apprenticeship course]	Level 4 Software Developer
-----	--	----------------------------

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	<p>Charges from Attachment, downloaded following DPS Search: REDACTED</p> <p>Table 1: REDACTED</p> <p>Table 2: REDACTED</p> <p>Contract Charges = The initial contract value is £54,000.00 (excluding VAT). This could increase to £180,000 (excluding VAT), if additional apprentices are added during the duration of the contract.</p>
-----	------------------	---

		<p>Contract Charges comprises:</p> <p>Levy services funded by ESFA: 100%;</p> <p>Top up for fees in excess of ESFA band: Not applicable;</p> <p>Additional extra services: Not applicable</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>A PO will be raised once the Contract has been signed. Please ensure you have the PO number and WP2012.1 on all invoices.</p> <p>The payment method for this Call-Off Contract is BACS monthly in arrears.</p> <p>Each invoice shall be accompanied by a breakdown of the deliverables and services in sufficient detail to enable the Customer to validate the invoice.</p> <p>Payment in full on receipt of deliverables and their acceptance by the customer</p> <p>Further additional terms in Annex 2 of Contract Schedule 3</p>
4.3	Customer billing address	<p>Invoices will be sent to:</p> <p>[REDACTED] which is at Cabinet Office, PO Box 405, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ.</p>

5. LIABILITY AND INSURANCE

5.1	Suppliers limitation of Liability	In Clause 25 of the Contract Terms
5.2	Insurance	<p>(Clause 26 of the Contract Terms):</p> <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: Makers Academy Limited

Name	
Title	
Signature	
Date	

For and on behalf of the Customer: Cabinet Office

Name	
Title	
Signature	
Date	

ANNEX 1: CONTRACT SCHEDULE 7: PROCESSING PERSONAL DATA AND DATA SUBJECTS

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description		Details
Identity of the Controller and Processor		The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 23.25.
	Subject matter of the processing	<p>Multiverse is the learning provider for the Data Analytics apprenticeship in GDS. GDS is recruiting one apprentice who will be joining the apprenticeship scheme.</p> <p>This will be new data collection supplied by the apprenticeship through the learning provider on behalf of GDS. It won't be linked to any data owned by GDS.</p>
	Duration of the processing	Two years from the start of apprenticeship.
	Nature and purposes of the processing	<p>Nature of processing: collection, recording, organisation, structuring, storage.</p> <p>Purpose: employee training.</p>
	Type of Personal Data being Processed	Names, email address, phone number, home address, date of birth
	Categories of Data Subject	One member of GDS staff (apprentice)

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>From Makers Academy Privacy Notice</p> <p>3. Right to rectification You are entitled to have your data corrected if it is inaccurate or incomplete.</p> <p>4. Right to erasure The right to erasure is also known as ‘the right to be forgotten’. It enables you to request the deletion or removal of your personal data where there’s no compelling reason for us to keep processing it. This is not a general right to erasure; under certain circumstances we will need to continue processing your data in spite of a request for its deletion.</p>
--	---

ANNEX 2: CONTRACT SCHEDULE 9: TRANSPARENCY REPORTS

Title	Content	Format	Frequency
Performance	To be part of 'Progress Report'	Word/ Google Docs/ PDF	Monthly
Call off Contract Charges	Invoice	PDF	On a monthly basis
Key Sub-contractors	Not applicable	Not applicable	Not applicable
Technical	N/A	N/A	N/A
Performance management	To be part of 'Progress Report'	Word/ Google Docs/ PDF	Monthly