**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. The Parties agree that Contract Schedule 7 (Processing personal data and data subjects) is not applicable as each party acts as an independent data controller. The Supplier’s Data Protection Officer can be contacted at:

informationgovernance@exeter.ac.uk

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| --- | --- |
| Contract Number | Con\_24374 |
| From | Department for Education  Sanctuary Buildings, Great Smith Street, London, SW1P 3BT  (“Customer”) |
| To | University of Exeter (“Supplier”) |

1. CONTRACT PERIOD

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| --- | --- | --- |
| 1.1 | Commencement Date | 1st April 2024 |
| 1.2 | Expiry Date  (Apprenticeship programme completion date / End Point Assessment completion date) | 31st March 2027    (the Programme is 24-months (excluding EPA to take place within six months) provided no apprentice Breaks in Learning). |

1. SERVICES REQUIRED

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| 2.  1 | Services  Required.    APPRENTIC  ESHIP  TRAINING  PROVIDER  SERVICES /  END POINT  ASSESSOR SERVICES / BOTH.    LOCATION    APPRENTIC  ESHIP TYPE | Apprenticeship%20  SoR%20-%20L7%20S    Apprentices are subject to their application being accepted by the University and eligibility requirements being met, in accordance with the entry requirements here:  https://www.exeter.ac.uk/study/degreeapprenticeships/programmes/s ystemsthinkingpractitioner/#entry-requirements      The delivery will be online / virtual.    The Customer confirms it will not use the Suppliers teaching/programme materials. |
|  | AND  SPECIFIC  APPICABLE  INSTITUTE  FOR  APPRENTIC  ESHIPS  STANDARD    NUMBER OF  STUDENTS    CLASS  BASED    ADDITIONAL  SERVICES | Student numbers will be discussed at least 2 months before an intake start date, and individual students will sign the Training Plan with the Customer and Supplier which will confirm the final numbers. |

1. CONTRACT PERFORMANCE

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| 3.1 | Required Apprenticeship  Standard | L7 Systems Thinking Practitioner    UoE award: MSc Systems Thinking in the Public Sector |

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| 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    The University’s own regulations, policies and procedures are in place to ensure the academic standards and quality of the apprentice experience, as amended from time to time (as available on the University’s website). |

1. PAYMENT

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| 4.1 | Contract Charges | L7 Systems Thinking Practitioner – 18 x **<Redacted>** = **<Redacted>**  Includes the cost of any subcontractors and the cost of an approved end point assessor. |
|  |  | If the Customer or an apprentice cancels an EPA with no extenuating circumstances, the Customer shall pay any cancellation charges from the EPAO.  The Charges shall not include any ineligible costs as defined under the ESFA Funding Rules which the Customer shall be responsible for, unless otherwise agreed by the Parties in writing.  Excludes the cost of IT equipment (e.g. a laptop), and any travel and accommodation costs for apprentices (e.g. to travel to Exeter), which the Customer is expected to cover. |
| 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 |

1. 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. |

# 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>**

# Date Mar 25, 2024

For and on behalf of the Customer:

Name and Title **<Redacted>**

# Date Mar 25, 2024