

CONTRACT ORDER FORM - CCS RM6102

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

Retrospective contract start date: 27/11/2023

The Supplier agrees to supply the 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 standard Contract Terms.

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| Order Number | As per the Apprenticeship Levy |
| From | Norfolk and Suffolk Constabularies |
| To | University of Exeter |

1. CONTRACT PERIOD

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| 1.1 | Enrolment Date Commencement Date | 27/11/23 27/11/23 |
| 1.2 | Apprenticeship Length | 22 months + EPA |
| 1.3 | Expiry Date | 30/01/26 (subject to any Breaks in Learning) |

2. SERVICES REQUIRED

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| 2.1 | Services Required | 2 x Senior People Professional Apprenticeship |
| 2.2 | Apprenticeship Provider | University of Exeter |
| 2.3 | End Point Assessment Provider | CIPD |
| 2.4 | Location of delivery | ONLINE |
| 2.5 | Apprenticeship Standard | L7 Senior People Professional Apprenticeship |
| 2.6 | Number of Students | Two students (Students are subject to their application being accepted by the University of Exeter and eligibility requirements being met). |
| 2.7 | Process of delivery | Online |
| 2.8 | Additional Services | No additional services |
| 2.9 | Expectations | The provider must be registered and compliant with the rules and regulations of the Education and Skills Funding Agency (ESFA) and be on the Apprenticeship Provider and Assessment Register (APAR) for the duration of the contract. The provider must have no current or outstanding "Notice of Concern" or "Serious Breach" issued by the above body in relation to delivery of Apprenticeships. |

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| | | <p>The provider delivering apprenticeship training, where required are to have and maintain quality of delivery that has been rated as a minimum “good” by OFSTED for overall effectiveness. Should the OFSTED rating fall below this minimum standard at any point within the lifetime of the contract, the Customer reserves the right to terminate the contract and seek an alternative provider to continue delivering the apprenticeship. It is the responsibility of the provider to notify the Customer immediately should a downward movement of their OFSTED rating occur.</p> <p>The provider should be aware of the threat level associated with police premises and ensure appropriate risk assessments are in place for their staff attending such premises.</p> <p>Similarly, the provider should be aware of any Health & Safety implications of attending differing environments to deliver their training. Regular briefings from force staff should be sought to ensure staff are up to date with necessary procedures.</p> <p>Should any equipment be required by apprentices undertaking learning, it should be declared (and provided) by the provider. Learning which is delivered on police premises which requires IT equipment will, if possible, be provided by the force.</p> <p>The provider will be responsible for providing all training materials, handbooks and tools required to successfully undertake the training at any training location applicable (except for apprentices’ access to IT equipment/laptops and an internet connection which the Customer will be responsible for).</p> <p><u>The provider will be responsible for ensuring regular engagement with appropriate personnel.</u></p> <p>The provider will take all reasonable steps to ensure delivery of the programme and associated assessments take place within the agreed apprenticeship standard timeframe.</p> |
| 2.10 | Security and Vetting | <p>It is not envisaged that providers Assessors will need to attend police premises. If there is occasion for an Assessor to attend police premises, they will be accompanied at all times and vetting will not be necessary-</p> |
| 2.11 | Student Withdrawal | <p>The Customer anticipates that there may be three occasions where an apprentice withdraws from the programme. These are set out below together with obligations on the Supplier in each case:</p> <ol style="list-style-type: none"> 1) Suspension / Termination by the Provider: In the event that the Provider wishes to suspend or terminate the apprentice from a programme, the provider shall first notify the Customer (and Apprentice) and provide all details reasonably requested by the Customer. The provider and the Customer and Apprentice shall then meet to discuss the most appropriate course of action. The provider may make a unilateral decision to suspend or terminate an apprentice but must consult with the employer throughout the disciplinary process to allow them to address any conduct issues arising from the matter. |

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| 2.12 | Business Continuity & Disaster Recovery (BCDR) | <p>2) Suspension / termination by the Customer: In the event that the Customer wishes to suspend or terminate the Apprentice from the programme, the Customer shall notify and discuss this with the Provider, provided that the decision shall be at the sole discretion of the Customer.</p> <p>3) Withdrawal by Apprentice: In that the Apprentice decides to withdraw from the programme, the Provider shall notify the Customer and shall provide details with respect to the Apprentice withdrawal.</p> <p>In all cases above, the Customer shall only pay for the services that are received. In the event that an apprentice withdraws or is terminated, the Customer shall not continue to make payment to the Provider, and the Provider shall no longer be entitled to payment. The funds held in the Apprenticeship Levy Account shall not be available to the Provider in the event that an Apprentice withdraws or the programme is terminated, from the point of withdrawal / termination or last day of learning.</p> <p>The provider will be required to have in place a BCDR plan which should be shared with the Customer upon request.</p> |
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3. CONTRACT PERFORMANCE

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| 3.1 | Required Apprenticeship Standard | <p>ST0813 L7 Senior People Professional Apprenticeship</p> <ul style="list-style-type: none"> • UoE Award: MSc Applied Human Resource Management |
| 3.2 | Quality Standards | <ul style="list-style-type: none"> - Continued adherence to the relevant Institute for Apprenticeships industry standard. (www.instituteforapprenticeships.org/) - Maintained ESFA registration and accreditation. - General industry good practice - The University of Exeter'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). |

4. PAYMENT

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| 4.1 | Contract Charges | <p>Contract Charges per learner- £19,000.00</p> <p>Total Levy funded services- £38,000.00</p> <p>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. Ineligible costs include the cost of IT equipment (e.g. a laptop) and EPAO cancellation costs as detailed below.</p> <p>If the Customer or an Apprentice cancels an EPA that has been booked with the EPAO, with no extenuating circumstances, and wants to reschedule it (i.e. is not withdrawing from the apprenticeship), but the EPAO is charging cancellation charges, the Customer shall pay any such cancellation charges from the EPAO (as they are not an eligible cost under the ESFA Funding Rules).</p> <p>For the avoidance of doubt, if an Apprentice fails the EPA, they are eligible for one free resit of the EPA itself (in accordance with eligible costs under the ESFA Funding Rules).</p> |
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| 4.2 | Payment terms/Profile | Payment to be made in accordance with the current in force ESFA funding rules. Customer to ensure it has set up its ESFA Digital Account correctly and provide accurate information. |
| 4.3 | Customer billing address | Managed by the Digital Apprenticeship Service |

5. LIABILITY AND INSURANCE

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| 5.1 | Suppliers' limitation of Liability | In Clause 25 of the Contract Terms |
| 5.2 | Insurance | In Clause 26 of the Contract Terms: 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. |

6. DATA PROCESSING

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| 6.1 | Processing personal data and data subjects & joint controller agreement | See attached schedules 7 & 8 (Schedule numbers in line with the CCS overarching terms and conditions.) The Parties agree that Contract Schedule 8 (Joint Controller Agreement) are 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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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 CCS DPS RM6102 Terms and Conditions.

For and on behalf of the Supplier:

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| Full Name | Matthew Davey |
| Title | Director of Operations |
| Date | Dec 19, 2023 |
| Signature |  |

For and on behalf of the Customer:

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| Full Name | f.zeb |
| Title | 7F Head of Corporate and ICT |
| Date | Dec 19, 2023 |
| Signature |  <small>f.zeb (Dec 19, 2023 10:54 GMT)</small> |

N & S Constabulary_Amended CCS- CONTRACT ORDER FORM 7F FINAL 19.12.23

Final Audit Report

2023-12-19

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| Created: | 2023-12-19 |
| By: | Jessica SHEPHERD (Jessica.SHEPHERD@suffolk.police.uk) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABATf_K4y_8dayo_XRXuKpr4kJTKE2qXy |

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 Agreement completed.

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