



Education & Skills
Funding Agency



Contract Type	Contract for Services
Funding Period	1 April 2019 – 31 July 2021
Between	the Secretary of State for Education (acting through the Education and Skills Funding Agency)
And	MARTINEX LIMITED
Funding for	European Social Fund
Contract Number	ESFA-15065

ACCEPTANCE BY THE CONTRACTOR

By accepting this Contract via Manage your education and skills funding service the person taking this action on behalf of the Contractor represents and warrants that the Contractor has read and understood this Contract, the Contractor agrees to be bound by this Contract and that he/she is duly authorised to accept this Contract and legally bind the Contractor.

This Contract is made on the date the Contract is digitally signed by the Contractor on Manage your education and skills funding service.

SIGNED FOR AND ON BEHALF OF THE SECRETARY OF STATE FOR EDUCATION

acting through the Education and Skills Funding Agency
by Eileen Milner, Chief Executive of the Education and Skills Funding Agency

ESF Contract for Services –
Education and Skills Funding Agency
www.gov.uk/ESFA

Education and Training

Contract Reference ESFA-15065

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Terms and Conditions

This Contract is made on the date the Contract is digitally signed by the Contractor

MARTINEX LIMITED

Brittania House

1 Glenthorne Road

Hammersmith

London

W6 0LH

AND

THE SECRETARY OF STATE FOR
EDUCATION ACTING THROUGH
THE EDUCATION AND SKILLS
FUNDING AGENCY, AN
EXECUTIVE AGENCY OF THE
DEPARTMENT
FOR EDUCATION
CHEYLESMORE HOUSE
QUINTON ROAD
COVENTRY
CV1 2WT

Companies Registration Number:
02328159

Hereinafter called
the Contractor

Hereinafter called
the ESFA

GENERAL TERMS AND CONDITIONS

It is agreed as follows.

1 DEFINITIONS

“Children”	means persons under the age of 18.
“Combined Authority”	means a legal structure comprising two or more local authorities to undertake certain statutory or delegated functions.
“Confidential Information”	means any information, including Personal Data as defined by the Data Protection Act 2018, and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, knowhow, personnel, and suppliers of the Parties including all IPRs, together with all information derived from any
	of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential").
“Contract”	means the Contract between the above named parties consisting of these Terms and Conditions, the Specification, the Contractor's response to the Specification including the Delivery Plan, the Funding Rules, the 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements, the European Social Fund Operational Programme 2014-2020 and any other documents (or parts thereof) specified in the Contract and any variations to the Contract agreed in writing and signed by both Parties.
“Contract Finder”	means the Government's publishing portal for public sector procurement opportunities.
“Contractor Personnel”	means all persons employed or engaged by the Contractor together with the Contractor's servants, agents, consultants and sub-contractors (and all persons employed by any sub-contractor together with the sub-contractor's servants, consultants, agents, Contractor's and sub-contractors) used in the performance of its obligations under this Contract;

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“Contract Period”	means the period between the Commencement Date and the Expiry Date, unless terminated earlier on the Termination Date;
“Controller”	has the meaning given to it in the GDPR.
“Crown Body”	means any department, office or agency of the Crown, including Ofsted, the Care Quality Commission, the Charity Commission, the Office for Students, any and all local authority or Combined Authority bodies.
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
“DPA 2018”	means the Data Protection Act 2018.
“Data Protection Legislation”	means the (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) all applicable law about the processing of personal data

	and privacy.
“Data Protection Laws”	means the Data Protection Act 2018 and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the UK (or any relevant part thereof), including the General Data Protection Regulation (EU) 2016/679 or similar and any codes of practice, guidelines and recommendations issued by the Information Commissioner, any replacement body to any other relevant supervisory authority, all of which are current at the time of any Data processing by the Contractor (and in the event of any conflict between the Data Protection Laws and Law, Data Protection Laws shall take precedence).
“Data Protection Impact Assessment”	means an assessment by the ESFA of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Officer”	has the meaning given to it in the GDPR.

“Data Subject”	has the meaning given to it in the GDPR.
“Data Subject Request”	means a request made by, or on behalf, of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Devolution Agreement”	means the agreement between the Government and the Combined Authority devolving certain function to the Combined Authority.
“EIR”	means the Environmental Information Regulations 2004.
“Effective Date”	means the date on which this Contract entered into by the Contractor digitally signing the Contract on the Manage your education and skills funding service.
“Exempt Information”	means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Contract or otherwise relating to the Contractor, which potentially falls within an exemption to FOIA (as set out therein).
“Expiry Date”	means 31 July 2021 or such later date as is notified in writing to the Contractor by the ESFA in accordance with Clause 2.2;

“FOIA”	means the Freedom of Information Act 2000 and all regulations made there from time to time or any superseding or amending enactment and regulations, and words and expressions defined in the FOIA shall have the same meaning in Clause 6.
“FOIA Notice”	means a decision notice, enforcement notice and/or an information notice.
“Funding Rules”	means the document which sets out the detailed requirements with which the Contractor must comply in respect of each Learning Programme delivered under this Contract as may be amended by the ESFA from time to time; as follows. Funding and performance management rules 2014 to 2020 European Social Fund (ESF) programme: https://www.gov.uk/government/publications/esffunding-rules

“GDPR”	means General Data Protection Regulation (Regulation (EU) 2016/679);
“GLA”	means the Greater London Authority consisting of the Mayor of London and members of the London Assembly.
“High Needs Learner”	means a Learner aged 16 to 18, or any young person aged 19 to 25 subject to an Education Health and Care Plan, who requires additional support.
“Inspectorates”	means one, any or all of the inspectorates: Office for Standards in Education, Children’s Services and Skills (Ofsted), Her Majesty’s Inspectorate for Education and Training in Wales (Estyn), the Quality Assurance Agency for Higher Education, the Office for Students, and the Care Quality Commission (CQC).
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-laws, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court, or directives or requirements by which the Contractor is bound.
“Learner”	means any third party including any student, apprentice, trainee or similar to whom the Contractor is required to deliver any of the Services, as termed

	Participant in the Specification for the Services.
“Learner Files”	means any information relating to a Learner generated by the Contractor, the Learner or a third party for the purpose of the delivery of the Learning Programme.
“Learning Programme”	means a programme of education and/or training delivered by the Contractor under this Contract
“LED”	means the Law enforcement Directive (Directive (EU) 2016/680);
“Local Enterprise Partnership (LEP)”	means a formalised partnership between local authorities to determine local economic priorities and lead economic growth and job creation within its area.
“Minor Breach”	shall have the meaning given to it in Clause 20.2

“Offender Management”	means an officer from the National Offender Management Service who is working directly with an offender serving their sentence in the community.
“Ofsted”	means the Office for Standards in Education.
“Parties”	means the ESFA acting on behalf of the Crown and the Contractor.
“Personal Data”	has the meaning given to it in the GDPR.
“Personal Data Breach”	has the meaning given to it in the GDPR.
“Premises”	means the location where the Services are to be performed, as detailed in the Contract.
“Processor”	has the meaning given in the GDPR.
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and subcontractor engaged in the performance of its obligations under this Contract.
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures.
“Register of Training Organisations”	means the register maintained by the ESFA of organisations qualified to receive funding from the ESFA.
“Regulatory Body”	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate or investigate the matters dealt with in this Contract or any other affairs of the Contractor or the ESFA, including, without limitation Ofsted.
“RIDDOR”	means the reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 2013;
“Serious Breach”	shall have the meaning given to it in Clause 20.3

“Services”	means the services to be provided as specified in the Contract.
“Service Commencement Date”	means 1 April 2019 or such later date as is advised by the ESFA to the Contractor, in writing
“SME”	means an enterprise falling within the category of micro and medium sized enterprises as defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium – sized enterprises.
“Specification”	means the document setting out the ESFA’s requirements for the Services to be provided under this Contract.
“Termination Date”	means any date on which this Contract terminates in accordance with Clause 21.
“VCSE”	means a non-governmental organisation that is value driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2 COMMENCEMENT AND CONTINUATION

2.1 The Contract shall commence on the Effective Date and terminate on the Expiry Date unless terminated earlier in accordance with Clause 21 (Termination).

2.2 The Contractor shall deliver the Services in full from the Service Commencement Date.

2.3 The ESFA may extend the Contract on more than one occasion as long as the aggregate of all contract extensions does not exceed 27 months. If the ESFA wants to extend the Contract it shall do so by the following procedure;

2.3.1 The ESFA shall give the Contractor written notice of its intention to extend the Contract Period and shall state the duration of the extension and the date the extensions will start and end, unless it is terminated earlier in accordance with the provisions of this Contract.

2.3.2 The Contractor shall confirm acceptance of the extension.

2.3.3 The definition of Expiry Date shall be updated to reflect the end date of the Contract Period as set out in the notice referred to in Clause 2.3.1.

3 CONTRACT MANAGEMENT

- 3.1 The ESFA and the Contractor will each nominate a contact for the purpose of dealing with queries and issues under this Contract and advise the other party in writing of the contact details.
- 3.2 The Contractor must ensure appropriate members of staff register as users on the user role management system at <http://logon.fasst.org.uk> to enable the Contractor to digitally sign and agree the Contract online. It is the Contractor's responsibility to maintain appropriate user roles on an on-going basis.

4 SERVICE DELIVERY

- 4.1 The Services to be delivered under this Contract are the delivery of the Learning Programmes as set out in Appendix 1, (Summary of Programme Funding), and at Appendix 2 (Funding Agreement). The detailed requirements in respect of each Learning Programme are set out in the Funding Rules as amended from time to time by the ESFA and which form part of the terms and conditions of this Contract.
- 4.2 The Services are to be delivered in accordance with the specific requirements of the ESFA, the Specification, the Contractor's response to the Specification including the Delivery Plan, the Funding Rules, the 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements, the European Social Fund Operational Programme 2014-2020 and the Supporting Documentation as attached at Appendix 2 (Funding Agreement) which sets out the scheduled payment profiles for the Services agreed by the Parties, which all form part of the Terms and Conditions of the Contract.
- 4.3 The Contractor must work in partnership with the LEP and, where the Contractor is working in an area covered by a Devolution Agreement and/or the GLA, the Contractor must work with the Combined Authority and/or the GLA to ensure delivery of the Services takes account of the local economic and skills and education priorities.

5 ASSIGNMENT AND SUB-CONTRACTING

- 5.1 Where the Contractor has not previously sub-contracted any part of Services under this Contract or under any other agreement that that Contractor holds or has held with the ESFA then the Contractor must seek the approval of the ESFA, in writing, before awarding a sub-contract for the first time. Thereafter the Contractor must follow the sub-contractor reporting processes as set out in Clause 5.2 and the Funding Rules.
- 5.2 Where the Contractor sub-contracts or intends to sub-contract any duties or obligations arising out of this Contract, the Contractor must provide the ESFA with details of all sub-contractors at least bi-annually by fully and accurately making a declaration of sub-contractors in accordance with the deadline set out in the Funding Rules. If the Contractor is not sub-contracting then a nil return must be received by the deadline date. The Contractor must notify the ESFA of

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any within year changes to its sub-contractors that take place between the submission dates of their declaration of sub-contractors as set out in the guidance <https://www.gov.uk/guidance/subcontracting-using-funding-to-offereducation-and-training> The ESFA reserves the right to require the Contractor not to enter into, or to terminate, any sub-contract to deliver the Services under this Contract.

- 5.3 The Contractor must comply with the requirements on sub-contracting delivery of the Services set out in the Funding Rules. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to it under the Contract or these conditions. The Contractor is responsible for all the actions of its sub-contractors connected to or arising out of the delivery of the Services which it sub-contracts.
- 5.4 Services under this Contract may only be sub-contracted to one level unless the Contractor obtains the consent of the ESFA in writing.
- 5.5 Where the Contractor has sub-contracted any duties or obligations arising out of this Contract, the Contractor shall ensure that there is in place a legally binding sub-contract and send copies of the sub-contract to the ESFA if requested in writing to do so. Where the Contractor enters into a sub-contract for the purpose of performing the Contract, the Contractor shall ensure that the sub-contract includes any terms specified in the Funding Rules.
- 5.6 The Contractor shall ensure that all sub-contractors are selected fairly following a lawful, open and transparent tendering process, and have sufficient capacity, capability, quality and financial standing to deliver the Services.
- 5.7 In addition to the requirement set out at Clause 5.6 where the value of the Contract, as set out in Appendix 1 and Appendix 2 exceeds £5,000,000 (five million pounds) per annum the Contractor shall:
- 5.7.1 subject to Clause 5.9, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provisions of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
 - 5.7.2 within 90 days of awarding a sub-contract to a sub-contractor, update the notice on Contracts Finder with the details of the successful subcontractor;
 - 5.7.3 monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded during the Contract Period;
 - 5.7.4 notwithstanding the requirements in Clause 5.2 provide reports on the information at Clause 5.7.3 to the ESFA in the format and frequency as reasonably specified by the ESFA; and
 - 5.7.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- 5.8 Each advert referred to in Clause 5.7.1 above shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor;
- 5.9 The obligation in Clause 5.7.1 shall apply only in relation to sub-contract opportunities arising after the contract award date.
- 5.10 Notwithstanding Clause 5.7, the ESFA may, by giving its prior written approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder.
- 5.11 The Contractor shall ensure that any sub-contract entered into for the purpose of delivering the Services under this Contract contains a term providing that the ESFA has the right to enforce the terms of the sub-contract.
- 5.12 The Contractor shall make payment to any sub-contractor within 30 days of receiving a valid claim for payment and ensure that any sub-contract entered into for the purpose of delivering the Services under this Contract contains a term giving effect to this requirement.
- 5.13 The Contractor may not assign any rights, duties or obligations under this Contract without the consent of the ESFA.
- 5.14 The Contractor must notify the ESFA in writing if there is a change in its name at least one month prior to the change taking effect.
- 5.15 The Contractor must notify the ESFA in writing if there is a change in its ownership at least 12 weeks prior to the change taking effect.
- 5.16 The Contractor shall not without the prior written consent of the ESFA assign, novate or otherwise dispose of or deal in any other manner with (including by means of a change in ownership of the Contractor) any or all of its rights, obligations or liabilities under this Contract. The Contractor shall give the ESFA at least 12 weeks' notice of any such plans. The ESFA reserves the right to take whatever actions it deems necessary, including but not limited to terminating the Contract if it considers in its absolute discretion that any, or any proposed, assignment, novation, disposal or other dealing, including any change in ownership of the Contractor, may or would
- a. put public funds at risk,
 - b. put at risk the delivery of the Services to Learners, and/or
 - c. The ESFA has any other material concerns about the proposed assignment, novation, disposal or other dealing.
- 5.17 The Contractor must consider the criteria set out in the Funding higher-risk organisations and sub-contractors document which is published on the ESFA's website

6 FREEDOM OF INFORMATION AND CONFIDENTIALITY

6.1 Freedom of Information

6.1.1 The Contractor acknowledges and agrees that the ESFA is subject to legal duties under FOIA, which may require the ESFA to disclose on request information relating to this Contract or otherwise relating to the Contractor.

6.1.2 The Contractor acknowledges and agrees that the ESFA is required by law to consider each and every request made under FOIA for information.

6.1.3 The Contractor acknowledges and agrees that all decisions made by the ESFA pursuant to a request under FOIA are solely a matter for and at the discretion of the ESFA.

6.1.4 Notwithstanding anything in this Contract to the contrary (including without limitation any obligations of confidentiality), the ESFA shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the ESFA shall use reasonable endeavours (but shall not be obliged) to consult the Contractor and shall not:

- a) confirm or deny that information is held by the ESFA;
- or
- b) disclose information requested

to the extent that in the ESFA's opinion the information is eligible in the circumstances for an exemption and therefore the ESFA may lawfully refrain from doing either of the things described in parts (a) and (b) of this Clause 6.1.4.

6.1.5 In relation to information relating to the Contractor or the Contract which the Contractor requests should be exempt under the FOIA the Contractor shall indemnify the ESFA for any and all costs (including legal fees) incurred by the ESFA in:

- a) assessing the application of any exemption under FOIA; and/or
- b) responding to any FOIA notice; and/or
- c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure

where such costs are incurred pursuant to efforts by the ESFA to withhold Exempt Information.

6.1.6 The ESFA shall on no account be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the disclosure under FOIA of any Exempt Information or other information whether relating to this Contract or otherwise relating to the Contractor.

6.1.7 The Contractor shall assist the ESFA as reasonably necessary to enable the ESFA to comply with its obligations under FOIA.

6.2 Confidentiality

The Contractor hereby warrants that:

6.2.1 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall treat all Confidential Information belonging to the ESFA as confidential, safeguard it accordingly and only use such Confidential Information for the purposes of this Contract; and

6.2.2 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of the ESFA, except where disclosure is otherwise expressly permitted by the provisions of this Contract.

6.3 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the ESFA is treated as confidential and not disclosed (without prior approval) or used other than for the purposes of this Contract by any of its employees, servants, agents or sub-contractors.

6.4 The provisions of Clauses 6.2 and 6.3 shall not apply to any information:

6.4.1 which is or becomes public knowledge (other than by breach of Clauses 6.2 and 6.3);

6.4.2 which was in the possession of the receiving party, without restriction as to its disclosure, before the date of receipt from the disclosing party;

6.4.3 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the EIR.

6.5 Nothing in this Clause 6 shall be deemed or construed to prevent the ESFA from disclosing any Confidential Information obtained from the Contractor:

6.5.1 to any other Central Government Body, Non-Departmental or Quasi Government Body or agency, central or local;

- 6.5.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 6.5.3 to any professional adviser, consultant, contractor or other person engaged by the ESFA directly in connection with this Contract, provided that such information is treated as confidential by the receiving consultant, contractor or any other person;
 - 6.5.4 to the European Union in conjunction with the European Social Fund requirements;
 - 6.5.5 on a confidential basis to any proposed successor body in connection with any assignment disposal of its rights, obligations or liabilities under this Contract.
- 6.6 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the course of the Services, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 6.7 The Contractor will immediately notify the ESFA of any breach of security in relation to Confidential Information and all data obtained in the course of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the ESFA in any investigation that the ESFA considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 6.8 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the ESFA's request if the ESFA reasonably believes the Contractor has failed to comply with Clause 6.7.
- 6.9 The ESFA reserves the right to publish details of this Contract and the payments made under it to comply with the Government's transparency requirements.
- 6.10 The provisions of this Clause 6 will apply for the duration of the Contract Period after its termination.

7 EQUALITY OF OPPORTUNITY

- 7.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or reenactment thereof or any other statutory provision relating to discrimination in employment or the provision of services. The Contractor shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract. The Contractor will comply with the detailed requirements in relation to equality of opportunity set out in Clauses 7.2 to 7.4.

- 7.2 The Contractor must, in delivering the Services under this Contract, demonstrate that it has had regard to the duties placed on the ESFA and the Contractor by the Equality Act 2010. The Contractor must take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors engaged in the delivery the Services.
- 7.3 The Contractor shall ensure that equality of opportunity is built into all aspects of Services; the business planning process; and the self-assessment process. The Contractor shall use analysis of data to inform future planning to improve the representation, participation and success of underrepresented and underachieving groups and challenge stereotyping. The Contractor shall use appropriate, specific and measurable objectives. These must be proportionate, relevant and aligned to the Services the Contractor is funded to deliver.
- 7.4 The ESFA may use a variety of equality information and data to support judgements about quality and eligibility for funding. These may include, but are not limited to: inspection judgements for equality and diversity, judgements from the Equality and Human Rights Commission, and the success and participation rates of different groups of Learners.

8 LEARNER HEALTH, SAFETY & WELFARE

- 8.1 The Contractor shall ensure so far as reasonably practicable that learning takes place in safe, healthy and supportive environments, which meet the needs of Learners. The Contractor shall provide information to the ESFA, as and when specifically requested, to give assurance that adequate arrangements exist for Learner health, safety and welfare.
- 8.2 Where part of the learning takes place in an environment outside the direct control of the Contractor, the Contractor shall take all reasonable steps to ensure that adequate arrangements are in place to ensure the health and safety of Learners.
- 8.3 The Contractor shall make arrangements for ensuring that the Provision is provided with a view to safeguarding and promoting the welfare of Children receiving education or training at the institution or under the auspices of the Contractor in an environment outside the direct control of the Contractor. In doing so, the Contractor shall have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further education institutions. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Contract.
- 8.4 The Contractor shall make arrangements for ensuring that the Provision is provided with a view to safeguarding and promoting the welfare of High Needs Learners aged 18 to 25 receiving education or training at their institution or under the auspices of the Contractor in an environment outside the direct control of the

Contractor. This must include the adoption of safer recruitment procedures. In doing so, the Contractor shall make those arrangements as if such Learners were Children and will have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further education institutions as if it applied to those Learners as if they were Children. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Contract.

- 8.5 The Contractor must carry out appropriate disclosure and barring service checks on all overseas applicants for employment where such applicants would be employed to work in regulated activity relating to Children or vulnerable adults (as defined by the Safeguarding Vulnerable Groups Act 2006) if successful, and must seek additional information about an applicant's conduct
- 8.6 In working with other organisations/bodies, the Contractor shall make arrangements to co-ordinate and co-operate effectively for reasons of Learner health, safety and welfare. In particular, respective responsibilities shall be clearly identified and documented as appropriate, to ensure understanding.
- 8.7 In providing the Services, the Contractor must ensure it actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs, and promote principles that support equality of opportunity for all.
- 8.8 In providing the Services, the Contractor must comply with the general duty on specified authorities in section 26 of the Counter-Terrorism and Security Act 2015 (the Prevent duty) and must have regard to statutory guidance issued under section 29 of the Counter-Terrorism and Security Act 2015. Failure to do so may constitute a Serious Breach of this Contract.
- 8.9 In providing the Services the Contractor must comply with the duty on partners of a panel in section 38 of the Counter-Terrorism and Security Act 2015 (the Channel co-operation duty). Failure to do so may constitute a Serious Breach of this Contract.
- 8.10 The Contractor shall not employ or engage, or continue to employ or engage, any person who is subject to a prohibition order made under section 141B of the Education Act 2002 to carry out teaching work (as defined in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012), or an interim prohibition order made under regulation 14 of the Teachers' Disciplinary (England) Regulations 2012 in respect of any Learners under the age of 19 and High Needs Learners aged 19 to 25 (as if those Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012).

- 8.11 Before employing or engaging a person to carry out teaching work in respect of any Learners under the age of 19 and High Needs Learners aged 19 to 25 (as if those Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012), the Contractor shall take reasonable steps to ascertain whether that person is subject to a prohibition order made under section 141B of the Education Act 2002, or an interim prohibition order made under regulation 14 of the Teachers' Disciplinary (England) Regulations 2012.
- 8.12 The Contractor shall, in circumstances where it sub-contracts the management and/or delivery of the Services under this Contract, ensure that all the provisions in respect of Learner health, safety and welfare in this Clause 8 are included in its contract with each sub-contractor.
- 8.13 The Contractor shall inform the ESFA of the death of any Learner which is a result of work undertaken whilst in employment and who is undertaking a related Learning Programme. This shall be done by informing the ESFA's representative by telephone or email immediately upon the Contractor becoming aware of the death.
- 8.14 The Contractor shall report RIDDOR reportable incidents, and shall investigate or assess the circumstances of all Learner incidents within the scope of RIDDOR and follow HSE guidance 'Investigating accidents and incidents: A workbook for employers, unions, safety representatives and safety professionals' (HSG245) ISBN 0717628272. The Contractor shall only use persons competent to investigate/assess Learner incidents with a view to identifying the causes of any incident and lessons to be learned.
- 8.15 The Contractor shall also monitor, and act on, any other harm to Learners to the extent that the Contractor could reasonably be expected to do so and/or where the harm could affect the quality of the learning experience. Harm includes (but is not limited to) incidents that cause absence from learning, any loss to the Learner of any physical or mental faculty or any disfigurement and incidents of bullying and harassment.
- 8.16 The Contractor shall co-operate with the ESFA and Department for Work and Pensions for the purposes of the Industrial Injuries Disablement Benefit (IIDB) in respect of those Learners to which it applies.
- 8.17 The Contractor and its sub-contractors must be able to demonstrate that they have robust record-keeping procedures in respect of health, safety and safeguarding through checks on record keeping undertaken. Failure to do so will constitute a Serious Breach.
- 8.18 Where the Contractor or one of its sub-contractors refer;
- 8.18.1 A safeguarding concern related to sexual violence to the Local Authority children's social care/adult care and/or the police; or

8.18.2 An allegation of abuse made against a teacher or other member of staff to the designated officer(s) at the local authority,

The Contractor must, as soon as practicable, inform the ESFA via the Contact Form: General Enquires at <https://www.gov.uk/government/organisations/education-and-skills-fundingagency>. Such notification must include the name of the institution, a high level summary of the nature of the incident (without sharing personal information about its victims or alleged perpetrators) and confirmation of whether it is, or is scheduled to be, investigated by the Local Authority and/or the police.

8.19 Where the Contractor makes a referral of an individual for the purposes of determining whether that individual should be referred to a panel for the carrying out of an assessment under section 36 of the Counter-Terrorism and Security Act 2015 of the extent to which that individual is vulnerable to being drawn into terrorism, the Contractor shall ensure it notifies the ESFA that a referral has been made.

8.20 Where the Contractor has made a referral or provided information to the Disclosure and Barring Service in compliance with any duties of the Body under the Safeguarding Vulnerable Groups Act 2006, the Contractor shall ensure that it informs the ESFA that a referral has been made / information has been provided.

9 LIABILITY

9.1 Neither Party limits its liability for death or personal injury caused by the negligence of itself or any of its servants, employees or agents acting in the course of their employment or in respect of misrepresentations made fraudulently in respect of any breach of an implied term in respect of title to goods.

9.2 Subject to Clause 9.4 the Contractor shall indemnify and keep indemnified the ESFA, their servants, employees, and agents against all loss, damage or liability (whether civil or criminal), claims, demands, costs and expenses incurred by or made against the ESFA, their servants, employees, or agents in respect of any loss or damage or personal injury (including death) which arises out of or in the course of or caused by the negligent act or omission or willful default of the Contractor, their servants or agents in the delivery of the Service except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or willful default of the ESFA or their servants or agents.

9.3 The Contractor warrants to the ESFA that to the best of its knowledge and belief all works carried out under the Contract will not infringe, in whole or in part, any copyright or any other intellectual property right of any person and agrees to indemnify the ESFA against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any works, where such an act is, or is alleged to be, an infringement of a third party's copyright or other intellectual property right. This warranty and indemnity shall survive the

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termination of the Contract and shall exist for the life of the copyright or other intellectual property right.

9.4 The Contractor's liability under Clause 9.2 shall be limited as follows;

9.5 In accordance with Clause 9.1 it shall be unlimited;

9.6 Otherwise it shall not exceed twice the value of the Contract or £1,000,000 (one million pounds), whichever is the greater.

9.7 Notwithstanding anything to the contrary contained in the Contract, the ESFA's liability whether arising from breach of contract tort including negligence breach of statutory duty or otherwise shall be limited as follows;

9.8 In accordance with Clause 9.1 it shall be unlimited;

9.9 In respect of all other liability falling outside of Clause 9.1 arising out of or in connection with its obligations (other than its obligation to pay for the Services) under this Contract and all actions, claims, demands, proceedings, costs and expense arising in respect of it to a maximum aggregate value of £100,000 (one hundred thousand pound) This maximum liability limit all claims made within the contract term being the Contract Period and any extension of it in accordance with Clause 2.3, and any and all claims made within that period.

9.10 The ESFA shall not be liable to the Contractor for any Indirect Losses.

9.11 The ESFA reserves the right to require the Contractor to secure the provision of an appropriate guarantee in respect of the Contractor's liabilities under this Contract.

10 INSURANCE

10.1 The Contractor shall maintain at its own cost a policy or policies of insurance to cover the liability of the Contractor in respect of any act or default for which it may become liable to indemnify the ESFA under this Contract. The ESFA reserves the right to require the Contractor to insure against any act or default which arises as a result of fraud or other criminal activity by the Contractor, its employees, agents or sub-contractors. The Contractor should provide copies of any insurance certificates to the ESFA including professional indemnity, employers' liability and public liability insurance following a written request from the ESFA.

11 ACCESS AND MONITORING

11.1 When appropriate the ESFA shall give the Contractor reasonable advance notice in writing of proposed visits to the Contractor or its sub-contractors, to observe the delivery of the Services, by any person who has taken or will take no direct part in the conduct or content of the Services.

11.2 For monitoring and evaluation purposes, the ESFA or their representatives, the Secretary of State or their representatives, the National Audit Office, Representatives of the European Commission and the European Court of ESF Contract for Services – Education and Training

Auditors, the Inspectorates and HM Treasury shall have the right to visit all or any site(s) and view operations relating to the provision and to inspect relevant documents and interview Learners and the Contractor's staff during these visits in order to:

- a) examine, audit or take copies of any original or copy documentation, accounts, books and records of the Contractor and its sub-contractors that relate to the Contract;
- b) visit, view or assess the design, management and delivery relating to the Contract at any Premises where those operations are carried out (including those of sub-contractors) and conduct relevant interviews, including interviews with Learners, during these visits at any reasonable time;
- c) carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the ESFA's resources in the performance of the Contract.

11.3 The Contractor shall, if required by any of the representatives stated at Clause 11.2 provide appropriate oral or written explanations.

11.4 The ESFA reserves the right, at any reasonable time, and as it may deem necessary to require the Contractor at its own cost to:

- 11.4.1 provide evidence of financial resources and the level of turnover sufficient to enable it to continue to perform the Contract;
- 11.4.2 provide such assurance as the ESFA may require that the delivery of the Services complies with the requirements of the Contract;
- 11.4.3 obtain a report by an independent accountant of the ESFA's choice on;
 - 11.4.3.1 the financial systems and controls operated by the Contractor or its sub-contractors;
 - 11.4.3.2 the accuracy and regularity of funding claims in respect of payments claimed or received under the Contract;
 - 11.4.3.3 the evidence held by the Contractor or its sub-contractors to support delivery of the Services in accordance with the terms of the Contract.

The Contractor must agree the instructions for the work with the ESFA this may include the ESFA discussing the terms of reference directly with the independent accountant where necessary. The report and the work required in order to produce the report shall be carried out to the satisfaction of the ESFA, and the ESFA must be able to place reliance on it. The Contractor shall provide a copy of any draft report at all stages of reporting and the final report to the

ESFA as soon as they are available. The ESFA reserves the right to require the Contractor to publish the final report.

- 11.4.4 provide a copy of the Contractor's latest audited Accounts and submit further copies of the audited Accounts as they become available;
 - 11.4.5 submit any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by the ESFA;
 - 11.4.6 provide any additional evidence to support payments made under this Contract, as the ESFA shall reasonably require.
- 11.5 The Contractor shall in performing the Services comply fully with all relevant rules and regulations of the ESFA in force from time to time especially when on the ESFA's premises.
- 11.6 In addition to the other requirements to provide information set out in this Contract the ESFA reserves the right to request information from the Contractor in order to exercise its responsibilities and/or to fulfill requirements to provide information to the Secretary of State, to account to Parliament and to meet European funding requirements. On occasion, the ESFA will require urgent information from the Contractor.
- 11.7 The Contractor shall provide the ESFA or agents acting on its behalf with the information it requires under Clause 11.4.6 at the times and in the formats specified. This information shall be of sufficient quality to meet the purposes for which it has been requested.
- 11.8 Failure to comply with any request for information under Clause 11.6, at all or in the required timescales, will constitute a Minor / Serious Breach of this Contract.
- 11.9 Where the ESFA has undertaken an investigation or received a report from an independent accountant or otherwise, in relation to the Contractor, it may as a consequence of that investigation or report, impose additional conditions of funding upon the Contractor.
- 11.10 The Contractor must comply with any additional conditions of funding imposed under Clause 11.9.
- 11.11 If the ESFA assesses that the Contractor has failed to comply with any additional conditions of a funding imposed under Clause 11.9 within such time as the ESFA deems reasonable, the ESFA may take actions as it deems appropriate which may include but is not limited to action under Clauses 20.5 20.7 (Minor Breach) or Clauses 20.8 - 20.12 (Serious Breach).

12 FUNDING AND PAYMENT

- 12.1 In consideration of the Services to be provided by the Contractor, the ESFA agrees to pay the Contractor the amounts calculated as described in 'European Social Fund Funding Rates & Formulas 2016 - 2017' ESF Contract for Services – Education and Training

(<https://www.gov.uk/government/publications/ESFA-european-social-fund-esffunding-rates-and-formula>) and set out in Appendix 2 of this Contract on condition that the Contractor delivers the Services in accordance with the terms and conditions of the Contract and provided that the Contractor is not assessed as being at serious risk of failure to deliver the Services under this Contract by the ESFA following any review of the quality of the Services.

- 12.2 The Maximum Value of each Learning Programme as shown in Appendix 2 of this Contract may not be exceeded for any reason. The ESFA will not be liable to make any payment in excess of the Maximum Value of each Learning Programme unless this has been agreed and evidenced by a variation in writing.
- 12.3 Where the ESFA identifies that the Contractor is failing to deliver the value of learning of this Contract it reserves the right in its absolute discretion to reduce the overall maximum value for that Learning Programme.
- 12.4 The Contractor shall comply with the Funding Rules published by the ESFA as amended from time to time.
- 12.5 The ESFA reserves the right to give three months' notice to reduce the overall maximum value for any Learning Programme.
- 12.6 Payment by the ESFA shall be without prejudice to any claims or rights, which the ESFA may have against the Contractor and shall not constitute any admission by the ESFA as to the performance by the Contractor of its obligations hereunder. Prior to any such payment, the ESFA shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Contractor, arising from this Contract or any other Contract between the Contractor and the ESFA.
- 12.7 Where a review, investigation or audit of a sample of the evidence which the Contractor is required to provide under the Contract to support the payments made by the ESFA and identifies errors in that evidence which it deems are material, the ESFA reserves the right at its absolute discretion to require the Contractor to carry out 100% audit of all or part of the Services and/or to recover from the Contractor an amount based on the error rate identified and the total value of the Contract. Such amounts may be recovered by making adjustments to data submitted by the Contractor under the Contract, or by raising an invoice for payment by the Contractor, or making deductions from future payments due to the Contractor under the Contract. Failure to settle such amounts by the Contractor will constitute a Serious Breach under Clause 20 of the Contract. The decision of the ESFA as to the amount of recovery under this Clause 12 is final.
- 12.8 All payments by the ESFA will be made via BACS.
- 12.9 The ESFA is generally unable to recover any Value Added Tax charged. The maximum sum payable under this Contract, as set out in Appendix 1 includes the cost of the service and any other VAT or taxes to be charged, where they apply.

12.10 Under the provision of Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by the ESFA and the supply by the person providing that education or vocational training, of any goods or services essential to that provision, is considered to be an exempt supply for VAT purposes.

13 REVIEW OF CONTRACTUAL PERFORMANCE AND RECONCILIATION OF CONTRACTS

13.1 Contractual performance and reconciliation will be carried out in accordance with the Funding Rules.

13.2 Where the Contractor's actual delivery will result or has already resulted in an overpayment to the Contractor by the ESFA, the ESFA will withhold from, or deduct the amount owed from, payments due to the Contractor under the Contract for current or subsequent months or years accordingly.

13.3 Where the Contractor's actual delivery has resulted in an underpayment to the Contractor by the ESFA, the ESFA will adjust the amount due to the Contractor accordingly. This adjustment shall not exceed the overall maximum value set out in Appendix 1 of this Contract.

13.4 Should there be an under or over payment to the Contractor, the ESFA may at their absolute discretion require a Contract variation.

13.5 A Contract review will take place at the end of the period of this Contract in respect of the Services specified in Appendix 1 of this Contract. The ESFA will notify the Contractor of the actual amount of money, which has been earned against the Services delivered, and compare this to the total profile payments made and to the overall maximum value specified in Appendix 1. At this stage final cash reconciliation will take place. Any overpayment made to the Contractor by the ESFA will be repayable within 30 days of receiving an invoice. The ESFA reserves the right to reduce future payments to recover any overpayments. The ESFA will pay any outstanding monies owed, up to the overall maximum value specified in Appendix 1 of this Contract, within 30 days of final reconciliation being completed.

13.6 The evidence required in respect of each Learning Programme is set out in the Funding Rules and the Contractor must retain such evidence for inspection on demand.

14 PROHIBITED ACTIVITIES

14.1 The Contractor shall not offer or give, or agree to give, to any member, employee or representative of the ESFA any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done

or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with the ESFA or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The

Contractor's attention is drawn to the criminal offences created by the Bribery Act 2010. Any offence by the Contractor or its employees or by anyone acting on its behalf under the Bribery Act 2010 in relation to this or any Contract with the ESFA or Her Majesty's Government shall entitle the ESFA to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination and/or to recover from the Contractor the amount of value of any gift, consideration or commission.

14.2 The Contractor shall not enter into any Contract with any political or religious organisation using any funding provided by the ESFA under this Contract if the effect of that Contract would be to promote a particular political or religious point of view.

14.3 The Contractor shall not hold itself out as acting on behalf of the ESFA without the ESFA's permission.

15 DATA PROTECTION

15.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the ESFA is the Controller and the Contractor is the Processor and the Parties are referred to as such within this Clause 15. The only processing that the Processor is authorised to do is listed in Schedule 2.

15.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

15.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include;

15.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

15.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

15.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

15.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

15.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract;

15.4.1 process that Personal Data only in accordance with Schedule 2 unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data, unless prohibited by Law;

15.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject will not amount to approval by the Controller of the adequacy of the protective Measures), having taken into account the;

15.4.2.1 nature of the data to be protected;

15.4.2.2 harm that might result from a Data Loss Event;

15.4.2.3 state of technological development; and

15.4.2.4 cost of implementing any measures; ensure

that:

- (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 2);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

15.4.3 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

15.4.4 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

15.5 Subject to clause 15.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request) in relation to processing their data under this Contract only;
- (b) receives a request to rectify, block or erase any Personal Data. Notification in such cases should be given via the ILR;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such a request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event

15.6 The Processor's obligation to notify under Clause 15.5 shall include the provision of further information to the Controller in phases, as details become available.

15.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under Clause 15.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing;

15.7.1 the Controller with full details and copies of the complaint, communication or request;

15.7.2 such assistance as is reasonable required by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

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- 15.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 15.7.4 assistance as required by the Controller following any Data Loss Event;
- 15.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any consultation by the Controller with the Information Commissioner's Office.
- 15.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 15. This requirement does not apply where the Processor employs fewer than 250 staff, unless;
 - 15.8.1 the Controller determines that the processing is not occasional;
 - 15.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of GDPR; or
 - 15.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 15.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 15.11 Before allowing any sub-contractor ("sub-processor") to process any personal Data related to this Contract the Processor must;
 - 15.11.1 notify the Controller in writing of the intended sub-contractor and processing;
 - 15.11.2 obtain the written consent of the Controller;
 - 15.11.3 enter into a written agreement with the sub-contractor which gives effect to the terms set out in this Clause 15 such that they apply to the sub-contractor; and
 - 15.11.4 provide the Controller with such information regarding the subcontractor as the Controller may reasonably require.
- 15.12 The Processor shall remain fully liable for all acts or commissions of any of its sub-contractors.
- 15.13 The Controller may, at any time on not less than 30 Working Days' revise this Clause 15 by replacing it with any applicable controller or processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 15.14 The Parties agree to take into account any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working days' notice

amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

15.15 Where the Contractor is providing the Services to Learners claiming out of work benefits, the Secretary of State for Work and Pensions (or their successor) is the Controller in relation to Personal Data which the Contractor is required to provide to the Secretary of State for Work and Pensions. This Clause 15 will be enforceable by the Secretary of State for Work and Pensions by the Contractor on their behalf.

15.16 Where the Contractor is providing Services to Learners who are subject to the active management of the Offender manager in respect of an order or licence the Secretary of State for Justice (or their successor) is the Controller in relation to Personal Data with the Contractor is required to provide to the Secretary of State for Justice.

16 SUBMISSION OF LEARNER DATA

16.1 The Contractor must supply the ESFA data on each individual learner, in accordance with the data collections framework set out in the 'ILR specification, validation rules and appendices 2018 to 2019' as amended and updated, which is published on the ESFA's website <https://www.gov.uk/government/publications/ilrspecification-validation-rules-and-appendices-2018-to-2019>

in accordance with the '*Provider Support Manual*' as amended and updated.

16.2 The Contractor must supply the ESFA with data in accordance with the following:

16.2.1 in line with agreed audit arrangements;

16.2.2 in adherence with the Data Protection Act;

16.2.3 to support payments to be made;

16.2.4 to enable reconciliation to take place; and

16.2.5 to support the contract management and allocation processes.

16.3 Data collected must be transmitted to the ESFA through the ESFA's web portal <https://www.gov.uk/government/publications/ESFA-the-hub>. Access to the ESFA's web portal is restricted and the Contractor agrees to comply with the conditions of use regarding the supply of data to the ESFA set out in this Clause 16 and in 'Individualised Learner Record Specification 2018/19 and relevant Provider Support Manual as amended and updated available on the ESFA's web site.

16.4 The Contractor will only submit data to claim payments under this Contract when the evidence defined in the Funding Rules is available to verify the delivery of the service claimed.

16.5 The Contractor will endeavour to collect the full data set for each Learner and work with Learners to minimise the use of 'not knowns' or 'prefer not to say' options.

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- 16.6 Where the ESFA is concerned about the quality of the data, including the completeness or accuracy of the data, provided by the Contractor, the ESFA may require the Contractor to supply data more frequently for such a period as the ESFA shall require.
- 16.7 The ESFA reserves the right to require the Contractor, at its own cost, to carry out such work as the ESFA deems necessary to improve the quality of data.
- 16.8 The ESFA reserves the right to suspend payments to the Contractor under the Contract where data quality gives rise to concern about the accuracy of the data provided by the Contractor.
- 16.9 Failure to transmit complete and accurate data to the ESFA in accordance with this Clause 16 will constitute a Serious Breach of Contract in accordance with Clause 20 of the Terms and Conditions of the Contract.
- 16.10 Where the Contractor is providing the Services to Learners claiming out of work benefits, it must provide data to the Secretary of State with responsibility for unemployment or their nominated representative in accordance with the requirements notified to the Contractor. Failure to transmit complete and accurate data under this Clause 16 will constitute a Serious Breach of Contract in accordance with Clause 20 of the General Terms and Conditions of the Contract and may result in payments for this part of the Services to be delayed or withheld.
- 16.11 The Contractor must update the course information funded by the ESFA at www.coursedirectoryproviderportal.org.uk in accordance with the course directory data requirements which can be found at <https://coursedirectoryproviderportal.org.uk/Help>.
- 16.12 The Contractor shall register with UKRLP and maintain contact details on an on-going basis. (<http://www.ukrlp.co.uk/>).
- 16.13 The Contractor must submit data about any member of its workforce delivering GCSE English and Maths in the format and to the timescales as required by the ESFA.
- 16.14 The Contractor shall complete the Supplementary Data submission to claim activity and costs not reportable through the ILR. The Supplementary Data must be transmitted to the ESFA through the ESFA's web portal: <https://www.gov.uk/government/publications/ESFA-the-hub>

17 QUALITY ASSURANCE AND RAISING STANDARDS

- 17.1 The Contractor undertakes to the ESFA that it has the resources and skills necessary to carry out the Contractor's obligations pursuant to this Contract.
- 17.2 The Contractor shall comply with the Funding Rules published by the ESFA as amended from time to time and any other requirements, which may from time to time be issued by the ESFA, Ofsted, the awarding bodies and other regulatory bodies and of which the Contractor is made aware.

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- 17.3 The Contractor shall ensure that all activities carried out pursuant to this Contract shall be documented in accordance with the requirements of the ESFA and shall provide such documentation to them as the ESFA shall request from time to time.
- 17.4 The Contractor shall continuously seek to improve the Services and raise standards to benefit the Learner. The Contractor shall have the primary responsibility for improving standards and will need to demonstrate to the ESFA's satisfaction that it has an effective quality assurance system based on the implementation of its own quality improvement process. The ESFA reserves the right to require the Contractor to provide the ESFA or an Inspectorate evidence to support the quality improvement processes.
- 17.5 The Contractor shall use all reasonable endeavours to:
- 17.5.1 minimise dropout rates and deliver high completion and achievement rates and appropriate progression;
 - 17.5.2 at least meet the minimum quality standards that apply to the appropriate Services purchased. These minimum quality standards will be set out by the ESFA;
 - 17.5.3 ensure competent and appropriately qualified staff deliver and assess learning. The Contractor shall be responsible for the professional development and training of its staff;
 - 17.5.4 offer equality of access to learning opportunities and close equality gaps in learning and outcomes;
 - 17.5.5 provide a safe, healthy and supportive environment, which meets the needs of Learners;
 - 17.5.6 provide good management and leadership of the learning process;
 - 17.5.7 deliver value for money and financial probity; and
 - 17.5.8 ensure all sub-contractors delivering Services under the Contract on behalf the Contractor comply with the requirements set out in 17.5.1 to 17.5.7 above.
- 17.6 Failure to meet the requirements set out in clauses 17.5.1 to 17.5.8 may result in the ESFA assessing the Contractor to be in Serious Breach of the Contract under Clause 20 of the Contract.
- 17.7 Where appropriate, the Contractor shall confirm in writing to the ESFA that their Centre Approval Status is still current. The written statement will need to confirm approved centre status for the specific Regulated Qualification Framework (RQF) titles and levels, including awarding body name(s). The Contractor must notify the ESFA immediately in writing if it receives any sanction from an awarding body.

17.8 The ESFA may assess the quality and delivery of the Services and the Contractor's compliance with the requirements in clause 17.5.1 to 17.5.8 during the term of the Contract. The Contractor will be informed of the outcome of that process. Where the ESFA assesses the Contractor to be in Serious Breach of Contract following such assessment the ESFA will issue a notice in accordance with clause 20.9 of the Contract which may:

17.8.1 require the Contractor to meet improvement indicators to improve the quality of its Services. The ESFA will meet with the Contractor to discuss and reach agreement on implementation of these actions and improvement indicators and to agree arrangements for monitoring and reviewing progress. In such cases reviews will take place at the frequency specified by the ESFA and in agreement with the Contractor;

17.8.2 agree detailed improvement plans and measures that set out clearly the expected timescale for improvement;

17.8.3 agree arrangements for more frequent monitoring of quality improvement plans.

17.9 As part of the delivery of the Services, The Contractor must provide high quality and easily accessible information and advice to help Learners to understand the opportunities and support available to them about education, training or connected matters (including employment);

17.9.1 Where one of the main objectives of the Services to be provided under this Contract is to deliver information and advice, the Contractor will have to have or attain the matrix Standard accreditation within six months of the Contract being awarded; and

17.9.2 If the information and advice is embedded as part of the delivery of the Services the Contractor should work towards achieving the matrix Standard accreditation within 12 months of the start of the Contract.

17.9.3 Where the Services are delivered by a sub-contractor on behalf of the Contractor, the requirements set out in clauses 17.9.1 and 17.9.2 must be applied to the sub-contractor. This does not apply where the Contractor retains responsibility for the delivery of information and advice to the Learners.

17.9.4 Once achieved, matrix Standard accreditation is valid for three years. As part of their accreditation the Contractor is required to successfully demonstrate their continuous improvement activities to their matrix Assessor through the use of the online Self Reflection Tool on an annual basis.

17.10 The Contractor must take all reasonable steps to meet the relevant requirements for data gathering for the FE Choices Performance Indicators as outlined

currently at <https://www.gov.uk/government/collections/fe-choicesinformation-for-providers> and in any subsequent updates to these web pages.

Financial Health

17.11 The ESFA reserves the right to undertake a desk based assessment of financial health and control. Should the ESFA, at its absolute discretion, consider that the outcome of any financial health and/or control assessment is inadequate, the ESFA may, in its absolute discretion take one or more of the following actions:

17.11.1 require the Contractor to, and the Contractor shall, accept and comply with additional Contract obligations relating to the improvement of financial health and/or control arrangements;

17.11.2 require the Contractor to suspend the recruitment of Learners to the Services and/or cap any growth in Learner numbers;

17.11.3 give consideration to what changes, if any, are required in its allocations when finalising the amount of funding in any subsequent Contract between the parties; and/or

17.11.4 terminate in accordance with Clause 21.2.8

17.12 Where the Contractor fails to comply with requirements imposed under Clauses 17.11.1 and/or 17.11.2, the ESFA shall consider Termination under Clause 21.2.9

Ofsted Inspection

17.13 The ESFA may at their discretion agree a programme of support for the Contractor to assist it in taking action to improve the quality of the Services.

17.14 When the Contractor receives notification from Ofsted that the Services are to be inspected, the Contractor shall on request provide the ESFA with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of Ofsted. The Contractor must notify the ESFA of the date of the meeting at which Ofsted give feedback on the inspection and allow the ESFA's nominated representative to attend the meeting. The Contractor must confirm to the ESFA in writing the outcome of the inspection within 5 working days of receiving the feedback from Ofsted.

17.15 Ofsted may, at any time during the Term, undertake an inspection of the Contractor. The ESFA will consider the outcome of any such inspection as follows:

Inadequate in part

17.15.1 Ofsted has assessed the Services to be inadequate in any sector specific areas, the ESFA may, in its absolute discretion take one or more of the following actions:

- 17.15.1.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the Services assessed as inadequate; and/or
- 17.15.1.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as inadequate; and/or
- 17.15.1.3 give consideration to the Services which are assessed as inadequate in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or
- 17.15.1.4 reduce, suspend or recover payment to the Contractor in respect of that part of the Services assessed as inadequate; and/or
- 17.15.1.5 terminate in accordance with Clause 21.2.11

Inadequate overall

17.15.2 Where the ESFA is made aware that Ofsted has provisionally assessed the Services to be inadequate overall, the ESFA may, in its absolute discretion take one or more of the following actions:

- 17.15.2.1 require the Contractor to accept and comply with temporary additional Contract obligations relating to the improvement of the overall Services, including but not limited to, requiring the Contractor to temporarily suspend the recruitment of Learning and/or temporarily cap any growth in those Learning Programmes which are assessed as inadequate.
- 17.15.2.2 commence discussions with the Contractor and the Local Authority within whose area the Contractor is located, either with Ofsted or not, as part of considering what actions as specified in Clause 17.15.3 may be taken.

17.15.3 Where Ofsted has confirmed its assessment that the Services is inadequate overall, the ESFA may, in its absolute discretion take one or more of the following actions:

- 17.15.3.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the overall Services; and/or
- 17.15.3.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, those

Learning Programmes which are assessed as inadequate; and/or

17.15.3.3 give consideration to the assessment of inadequate in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or

17.15.3.4 reduce, suspend or recover payment to the contractor; and/or

17.15.3.5 terminate this Contract in accordance with Clause 21.2.11 (Termination).

17.15.4 The failure of the Contractor, as assessed by the ESFA, to comply with any requirements of Clauses 17.15.3.1 – 17.15.3.2 within such time as the ESFA may deem reasonable may lead to the ESFA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 21.2.11 (Termination).

17.15.5 The ESFA will take action based on Ofsted's provisional and confirmed outcomes as in Clauses 17.15.2 - 17.15.3 above. Where the ESFA is made aware that the Contractor has made a complaint about the graded outcome of the overall assessment by Ofsted, the ESFA will continue to progress action under Clause 17.15.2 -17.15.3 but will be mindful of the implications arising from the outcome of a complaint. The ESFA will review any decisions made at such time as outcomes of any complaint are made known.

Minimum standards

17.16 The ESFA may, at any time during the Term, undertake an assessment of the quality and delivery of the Services. Where the ESFA assesses that the Services, in whole or in part, fall below the required standards, the ESFA may, in its absolute discretion, take one or more of the following actions:

17.16.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the Services. Such conditions to apply until the Contractor can demonstrate the required improvement to the ESFA's absolute satisfaction; and/or

17.16.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, those Learning Programmes which are identified as below the required standards; and/or

17.16.3 give consideration to the Services which are below the required standards in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or

17.16.4 reduce, suspend or recover payment to the contractor in respect of that part of the Provision to which the failure to meet the required standards relate; and/or

17.16.5 terminate this Contract in accordance with Clause 21.2.12 (Termination) in full, or that part of the Provision failing to meet the required standards.

17.17 The failure of the Contractor, as assessed by the ESFA, to comply with any requirements of Clauses 17.16.1 – 17.16.2 within such time as the ESFA may deem reasonable may lead to the ESFA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 21.2.12 (Termination).

17.18 Where the Contractor sub-contracts any part of the Services under this Contract, the Contractor must ensure that the sub-contractor is able to meet the minimum quality standards and any other quality threshold required by the ESFA or identified through an inspection by Ofsted. The ESFA may request evidence from the Contractor that the Services delivered by the sub-Contractor meet the requirements of the Contract.

17.19 The Contractor shall for those staff delivering the services be responsible for their professional development and training and meeting any legal requirements to ensure that they are appropriately qualified and trained.

17A ADDITIONAL CONTRACTUAL OBLIGATIONS

17A.1 The ESFA reserves the right to impose additional contractual obligations where it considers it is necessary to do so to secure the delivery of education and training of a reasonable quality by the Contractor, or to ensure that the resources provided by the ESFA are being used effectively and efficiently or to require the Contractor to address concerns about its financial viability

18 FRAUD AND IRREGULARITY

18.1 The Contractor shall notify the ESFA immediately where it becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Contract including, but not limited to, cases of:

18.1.1 collusion with members of the staff of the ESFA or employees of the Department for Education;

18.1.2 computer fraud;

18.1.3 the submission to the ESFA of inaccurate, incomplete, misleading or falsified information for the purpose of a claim for funding;

18.1.4 fraud involving awarding bodies;

18.1.5 fraud involving sub-contractors;

provided that nothing in this Clause 18 shall require the Contractor to do anything, which may cause it to infringe any law.

18.2 Where the ESFA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Contract and payments made hereunder, the ESFA shall have the right of access to the Contractor's premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records including electronic records and to interview the Contractor's servants or agents engaged with the delivery of the Contract.

18.3 Where the ESFA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Contract or any other contract between the ESFA and the Contractor and payments made there under it shall have the right to suspend payments and/or require the Contractor to suspend recruitment of Learners under this Contract and any other Contract between the Parties.

18.4 The Parties shall co-operate in the identification of Learners who may be unlawfully claiming benefits. The ESFA may from time to time brief the Contractor as to the co-operation and assistance it reasonably requires including the provision of information regarding fraud by Learners. The ESFA shall provide a named contact or telephone answering machine for receiving such information.

19 PUBLICITY AND USE OF LOGOS

19.1 The Contractor will comply with the ESF programme publicity requirements set out in the Funding Rules. Failure to comply with these requirements will incur financial penalties from external auditors that the ESFA will recover from the Contractor.

20 BREACH

20.1 For the purpose of this Clause 20, the following definitions shall have the meanings set out below:

20.2 "Minor Breach" shall mean a delay or non-performance by either Party of its obligations under the Contract which does not materially, adversely or substantially affect the performance or delivery of the Service or the provision of a safe, healthy and supportive learning environment;

20.3 "Serious Breach" shall mean any breach defined as a Serious Breach in the Contract or any breach or breaches which adversely, materially or substantially affect the performance or delivery of the Services or compliance with the terms

and conditions of the Contract or the provision of a safe, healthy and supportive learning environment. Failure to comply with legislation, or actions or omissions by the Contractor that endanger the Health or Safety of Learners would constitute a Serious Breach.

20.4 For the avoidance of doubt:

- a) neither Party shall be liable for any Minor Breach or Serious Breach under this Clause 20, which occurs as a direct result of any act or omission by the other Party, its staff or agents;
- b) in the event of a breach the Party not in breach may enforce the Clauses in the Contract relating to breach even if it has not done so in the event of earlier breaches.

Minor Breach

20.5 Without prejudice to any other remedy, in the event of a Minor Breach, the Parties will adopt the following procedure:

20.6 The Party not in breach shall be entitled to serve written notice on the Party in breach, giving full details of the breach and requiring the other Party to remedy the breach within a specified period.

20.7 If the Party in breach fails to remedy the Minor Breach within the time specified in notice served under Clause 20.6 or such other period as may be agreed between the Parties it shall constitute a Serious Breach by the Party in breach.

Serious Breach

20.8 Without prejudice to any other remedy, in the event of a Serious Breach, which is capable of remedy, the Parties shall adopt the following procedure:

20.9 The Party not in breach shall be entitled to serve written notice on the other Party giving full details of the breach and requiring the Party in breach to remedy the breach within a specified time period.

20.10 Where the ESFA has served a notice under clause 20.9 the ESFA has the right to require the Contractor to suspend the recruitment of Learners until the ESFA has confirmed that the breach has been remedied.

20.11 In the event that a Serious Breach of the Contract by the Contractor cannot be remedied within the period specified in the notice served under Clause 20.9 or such other period as may be agreed between the Parties the ESFA may cease funding the Contractor in respect of that part of the Service to which the Serious Breach relates.

20.12 In the event that any Serious Breach cannot be remedied at all or within the period specified in the notice served in accordance with Clause 20.9 or such other period as may be agreed between the Parties, the Party not in breach may at its sole discretion terminate the Contract or that part of the Service to which the breach relates with immediate effect on notice in writing to the other Party.

21 TERMINATION

21.1 The Contractor shall notify the ESFA in writing immediately upon the occurrence of any of the following events:

- 21.1.1 where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or it makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage their affairs; or
- 21.1.2 where the Contractor is not an individual but is a firm; or a number of persons acting together in any capacity; if any event in clauses 21.1.1 or 21.1.3 of this condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or
- 21.1.3 where the Contractor is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or management with its creditors, or an administrator, receiver or manager is appointed by the company, a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
- 21.2 The ESFA may terminate the Contract without liability to the Contractor by giving to the Contractor, or where relevant their representatives written notice, having effect immediately or after such periods as the ESFA may determine as follows;
- 21.2.1 Where any of the events in Clause 21.1 occur;
- 21.2.2 In accordance with Clause 20.8 (Serious Breach);
- 21.2.3 Where the Contractor is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;
- 21.2.4 In the event that the ESFA is of the reasonable opinion that the conduct of the Contractor amounts to a fundamental breach of the Contract which is incapable of remedy;
- 21.2.5 ceases to be on the Register of Training Organisations and/or the Register of Apprenticeship Training Providers maintained by the ESFA;
- 21.2.6 The Contractor or any employee shall have committed any offence under the Bribery Act 2010;
- 21.2.7 On the occurrence of the statutory provisos contained in regulation 73 (1) (a) to (c) of the Public Contracts Regulations 2015;
- 21.2.8 The outcome of any financial health and/or control assessment undertaken in relation to the Contractor is inadequate;

- 21.2.9 The Contractor fails to comply with requirements imposed under Clauses 17.11.1 and/or 17.11.2;
- 21.2.10 The Contractor fails to comply with requirements imposed under Clauses 17.15.3.1, and / or 17.15.3.2;
- 21.2.11 An Ofsted inspection results in the Services in part or overall thereof being assessed as inadequate;
- 21.2.12 the ESFA assesses that the Services delivered under this Contract, in whole or part, are below the minimum standards;
- 21.2.13 where the ESFA is in receipt of a notice from the Contractor, pursuant to Clause 5.16. and at its absolute discretion the ESFA is satisfied that the change of control will prejudice the Contractor's ability to deliver the Services.
- 21.3 In addition to the rights of termination under any this and any other clauses of this Contract, the ESFA shall be entitled to terminate this Contract in respect of all or part of the Service provided under the Contract by giving to the other not less than three months' notice to that effect without the need to give a reason for termination.
- 21.4 Termination under Clause 21 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Contract.
- 21.5 Where the Contractor goes into administration or liquidation, the ESFA must be assumed to be a creditor of the Contractor. The Contractor must take steps to ensure that the ESFA is provided with details of the administrator or liquidator and receives notification of any creditors meetings. The ESFA will confirm whether in fact it is a creditor within 8 weeks of being notified that the Contractor is in administration or liquidation.
- 21.6 The Contractor shall upon termination of the Contract immediately deliver up to the ESFA all correspondence, documents, specification papers and other property belonging to the ESFA, which may be in its possession or under its control.
- 21.7 Notice of termination of the Contract under Clause 17, Clause 20 or this Clause 21 shall result in the Contractor being removed from the Register of Training Organisations and/or the Register of Apprenticeship Training Providers maintained by the ESFA.
- 21.8 The Contractor must not recruit new Learners after notice of termination of the Contract has been given under Clause 17, Clause 20 or this Clause 21. The ESFA will not be liable to make payments in respect of any Learners recruited in breach of this Clause.

22 TRANSFER OF RESPONSIBILITY AND TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 PROVISIONS ON EXPIRY OR TERMINATION

22.1A Where there are Transferring Former Supplier Employees (as defined in Schedule 1) between the Former Supplier (as defined in Schedule 1) and the Contractor, the provisions set out in Schedule 1 to this Contract shall apply.

22.1 The Parties agree that if upon termination of this Contract or any part of the Service being provided under the Contract, circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 2006 are applicable, the provisions of Schedule 1 shall apply.

22.2 The Parties agree that on termination or expiry of this Contract for any reason, the continuity of the Services is of paramount importance. The Contractor shall do its utmost to minimise disruption caused to Learners and to assist the implementation of any contingency plan proposed by the ESFA either prior to or after the termination or expiry of this Contract, to deal with the effects of such termination or expiry in so far as it is practicable to do so.

22.3 On termination or expiry of this Contract for any reason the Learner Files will become the property of the ESFA. The Contractor shall allow the ESFA his servants or agent to have access to its premises to remove Learner Files or otherwise comply with a request by the ESFA to transfer Learner Files to any third party nominated by the ESFA.

22.4 The Contractor shall, at no cost to the ESFA, promptly provide such assistance and comply with such timetable as the ESFA may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Services (or its equivalent) upon the expiry or other termination of this Contract. The Contractor shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation. The ESFA shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Contract.

22.5 Such assistance may include, (without limitation) delivery of documents and data in the possession or control of the Contractor or its sub-contractors, which relate to performance, monitoring, management and reporting of the Programme, including the documents and data, if any, referred to in the Schedules.

22.6 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the ESFA to ensure an orderly transfer of responsibility for provision of the Services.

23 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or failure to meet its obligations under this Contract due to any cause outside its reasonable control, including (without limitation), inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure

or fire. If performance of the service is substantially prevented for a continuous period of 6 months by virtue of any of the aforesaid events, then either party may terminate this Contract by written notice to the other.

24 PUBLIC REPUTATIONS OF THE PARTIES/PRESS RELEASES

24.1 Both Parties recognise their respective public reputations and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.

24.2 The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the approval of each Party which shall not be unreasonably withheld or delayed.

25 NOT USED

26 RETENTION OF DOCUMENTS

26.1 The Contractor must retain the documentation to verify the delivery of the Services as set out in the Funding Rules.

26.2 Without prejudice to any of the other rights under the Contract to recover funds, the ESFA will be entitled to recover from the Contractor any sums which it is required to repay to the European Social Fund as a result of the Contractor's failure to comply with this Clause 26.

26.3 The provisions of this Clause 26 shall apply during the continuance of this Contract and after its termination howsoever arising.

27 STATUS OF CONTRACT

27.1 Nothing in this Contract shall have the effect of making the Contractor, the servant or agent of the ESFA, the Contractor (if an individual) represents that he is regarded by both the Inland Revenue and the Department for Work and Pensions as self-employed and accordingly shall indemnify the ESFA against tax, national insurance contributions or similar imposed for which the ESFA may be liable in respect of the Contractor by reason of this Contract.

28 WAIVER

28.1 No failure or delay on the part of either Party hereto to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

29 THIRD PARTY RIGHTS

29.1 Save as specifically provided in the Contract none of the terms of this Contract are intended to be enforceable by any Learner or other third party.

30 NOTICE

- 30.1 Any notice or other document to be given under this Contract shall be in writing and shall be deemed to have been duly given if left at or sent by first class post by Royal Mail Special Delivery or other fast postal service or by facsimile or other electronic media to a Party at the address or relevant telecommunications number for such Party or such other address as the Party may from time to time designate by written notice to the other.
- 30.2 All such notices and documents shall be in the English language. Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or on the day of delivery or where notice is given by facsimile or other electronic media, on the working day following the delivery or transmission provided that a printed report is obtained confirming successful transmission or if the addressee acknowledges receipt. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

31 GOVERNING / JURISDICTION

- 31.1 This Contract shall be governed by and construed in accordance with English Law.

32 DISPUTE RESOLUTION

- 32.1 Any dispute, difference or question arising between the Parties either during the currency of the Contract or afterwards shall be referred to the nominated contacts for the ESFA and the Contractor for discussion and review in order to try to resolve the same.
- 32.2 In the event of the nominated contacts being unable to resolve the relevant issue, either party may request in writing that the matter is referred to the ESFA's nominated representative and the Contractor's representative nominated for this purpose (jointly "the Dispute Resolution Panel") for formal review and consideration. Any request for referral to the Dispute Resolution Panel must include details of the dispute and any proposals to resolve it.
- 32.3 The Dispute Resolution Panel must meet within 28 days of receiving a request for referral made in accordance with Clause 32.2 above.

33 FEEDBACK AND COMPLAINTS

- 33.1 The primary responsibility for receiving feedback and investigating complaints promptly and thoroughly in respect of the Services shall rest with the Contractor shall have procedures in place, which are acceptable to the ESFA, to gather and act upon feedback and complaints from Learners and/or their representatives and employers and the wider community.

- 33.2 The Contractor must ensure that Learners are made aware of its procedure for dealing with complaints and that the procedure is clear and accessible to Learners who wish to complain.
- 33.3 The Contractor shall be responsible for resolving complaints in accordance with its own procedures and any guidance issued by the ESFA.
- 33.4 Where a complaint has not been resolved to the satisfaction of the complainant the Contractor will advise the complainant of his or her right to complain to the ESFA and co-operate with any investigation carried out by the ESFA and act on any recommendations made by the ESFA following the investigation.

34 STATE AID

- 34.1 The Contractor should satisfy itself, if the European rules on State Aid apply to the Services delivered under this Contract and comply with the programme requirements set out in the Funding Rules.
- 34.2 Where the rules on State Aid apply, the ESFA will supply to the Contractor details of the records that the Contractor will need to collect and retain.
- 34.3 The ESFA reserves the right to require the Contractor to obtain a contribution towards the cost of the Services delivered under this Contract from the employer of any participant. Where a contribution is required, the ESFA will confirm to the Contractor in writing the exact percentage of the contribution.
- 34.4 Where ESFA requires the Contractor to obtain a contribution towards the cost of the Services under Clause 34.3 above, the Contractor must provide evidence that the contribution has been received.
- 34.5 In the event that any funding paid under this Contract is deemed to constitute unlawful state aid the ESFA reserves the right to require immediate repayment of any such funding.

35 INTELLECTUAL PROPERTY RIGHTS

35.1 Definitions

“Background Intellectual Property”

Any Intellectual Property, other than Foreground Intellectual Property, which is used in performing the Services or comprises part of the Work;

“Confidential Information”

Includes all designs, drawings, data, specifications and all other technical business and similar information relating to the Services including all readable or computer or other machine readable data or material and any material relating to or comprising software which may be part of the provision of the Services;

“Foreground Intellectual Property”

Is any Intellectual Property that arises or is obtained or developed by, or on behalf of, the Contractor in respect of the Work in the course of or in connection with the provision of the Services excluding Learner Files; **“Intellectual Property”**

Is any patent, registered design, copyright, database right, design right, topography right, trade mark, trade name, application to register any of the aforementioned rights, trade secret, inventions, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world including, without limitation:

- (a) any renewals, revisions and extensions created or provided by the laws of any country;
- (b) all rights of action and remedies (including but not limited to an injunction, damages and/or an account of profits) in relation to past infringements; and
- (c) the right to apply for registration of any such rights in any country of the world;

“Work”

Means all materials created by the Contractor as a result of the provision of the Services including Confidential Information.

35.2 In consideration of the ESFA making the payments to the Contractor in connection with the Services the Contractor hereby grants (and, where relevant, shall procure from any necessary third parties the grant) to the ESFA a non-exclusive, irrevocable, worldwide, royalty-free licence (with the right to license others) of any of the Contractor’s Foreground Intellectual Property that the ESFA may reasonably require to be able fully to exploit, develop and commercialise the results of the Services, including, without limitation, the Work.

35.3 The provisions of this Clause 35 shall apply during the continuance of this Contract and after its termination howsoever arising.

36 DISPOSAL OF ASSETS AND CHANGE OF USE

36.1 In respect of Assets whose value exceeds £2,500 including VAT the following provisions shall apply.

36.2 For the purposes of this section:

- a) ‘Asset’ shall mean any property, real or personal, tangible or intangible;
- b) an Asset shall be considered to have been financed by the ESFA if it has been acquired wholly or partly with funds provided by the ESFA;

- c) the use of any Asset shall be considered to have changed if the Contractor uses it for any purpose other than for the provision or connected with the provision of Services under the Contract;
- d) 'the appropriate proportion thereof' shall be the proportion represented by the amount of funding provided by the ESFA to acquire, develop or improve an asset in relation to the entire price paid for its acquisition, or its market value when its development or improvement have been completed.

36.3 The Contractor shall ensure that any Asset financed by the ESFA is adequately insured.

36.4 The Contractor shall inform the ESFA if it proposes to dispose of, or change the use of, any Asset that has been financed by the ESFA.

36.5 The Contractor shall not dispose of any Asset financed by monies provided by the ESFA unless it has first obtained the written consent of the ESFA to such a disposal.

36.6 Where the Contractor disposes of the Asset it shall pay to the ESFA whichever is the greater either the amount of funding provided by the ESFA in respect of the Asset or the net proceeds of any disposal of an Asset, or the appropriate proportion thereof, to the ESFA unless otherwise agreed with the ESFA.

36.7 If the Contractor changes the use of any such Asset it will be treated as a disposal and the Contractor shall make a payment to the ESFA in accordance with Clause 36.6 above.

36.8 In the event of the Contractor being taken over, merging or going into liquidation, all Assets financed by the ESFA, or the equivalent portion of their market value, will become the property of the ESFA.

36.9 The provisions of this Clause 36 shall apply during the continuance of this Contract and after its termination howsoever arising. The ESFA shall reserve the right to decide when its interest in Assets financed by the ESFA under the terms of the Contract shall cease.

37 HEADINGS

37.1 The headings to conditions shall not affect their interpretation.

38 ENTIRE CONTRACT / AMENDMENTS

38.1 The Contract shall comprise the following:

Terms and Conditions

Appendix 1 & Appendix 2

Schedule 1 Staff Transfer

ESF Contract for Services – Education and Training

Schedule 2 Processing, Personal Data and Data Subjects

The Specification

The Contractor's response to the Specification including the Delivery Plan

Funding Rules

The 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements

The European Social Fund Operational Programme 2014-2020

38.2 This Contract constitutes the entire Contract between the Parties and shall not be varied except by an instrument in writing signed by the Parties.

APPENDIX 1 - SUMMARY OF FUNDING

Organisation Name:	MARTINEX LIMITED				
UKPRN:	10000994				
	Contract Ref	Start Date	End Date	Maximum Contract Values	
SUPPORTING NEETS - London (West)	ESF-5088	01/04/2019	31/07/2021	£1,729,000	
Total Funding for this contract					£1,729,000
Education and Skills Funding Agency	Appendix 1		Master Contract ref: ESFA-15065		

Date: Thursday, May 2, 2019 11:55 AM

Funding Agreement

SUPPORTING NEETS - London (West) *London LEP*

Provider: MARTINEX LIMITED

Master Contract Ref: ESFA-15065

Contract Ref: ESF-5088

Specification Title: NEET

LEP: London LEP

Start Date: 01/04/2019

Tender Specification Ref: itt_30400

UKPRN: 10000994

End Date: 31/07/2021

Lot Ref: R22304

Agreement: 23S17C02087

(Appendix 2)



REDACTED UNDER FOIA SECTION 43(2)

Funding Agreement (Appendix 2)

SUPPORTING NEETS - London (West) *London LEP*



Provider: MARTINEX LIMITED

Master Contract Ref: ESFA-15065

Contract Ref: ESF-5088

Specification Title: NEET

LEP: London LEP

Start Date: 01/04/2019

Tender Specification Ref: itt_30400

UKPRN: 10000994

End Date: 31/07/2021

Lot Ref: R22304

Agreement: 23S17C02087

REDACTED UNDER FOIA SECTION 43

Funding Agreement (Appendix 2)

SUPPORTING NEETS - London (West) *London LEP*



Provider: MARTINEX LIMITED

Master Contract Ref: ESFA-15065

Contract Ref: ESF-5088

Specification Title: NEET

LEP: London LEP

Start Date: 01/04/2019

Tender Specification Ref: itt_30400

UKPRN: 10000994

End Date: 31/07/2021

Lot Ref: R22304

Agreement: 23S17C02087

REDACTED UNDER FOIA SECTION 43(2)

SCHEDULE 1 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 AND PENSIONS ASPECTS

STAFF TRANSFER

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Admission Agreement”	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
“Eligible Employee”	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;

**“Fair Deal
Employees”**

those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Schedule 9.1 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);

“Former Supplier”

a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any subcontractor of any such sub-contractor);

“New Fair Deal”

the revised Fair Deal position set out in the HM Treasury guidance: *“Fair Deal for staff pensions: staff transfer from central government”* issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;

“Notified Sub-contractor”

a sub-contractor identified in the Annex to this Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

“Replacement Sub-contractor”

a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such sub-contractor);

“Relevant Transfer”

a transfer of employment to which the Employment Regulations applies;

“Relevant Transfer Date”

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

“Schemes”

the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “Alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;

“Service Transfer”

any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;

“Service Transfer Date”

the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;

“Staffing Information”

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;

- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

**“Supplier's Final
Supplier
Personnel List”**

**“Supplier's
Provisional Supplier
Personnel List”**

- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;
a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**“Transferring
Authority
Employees”**

those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;

**“Transferring
Former Supplier
Employees”**

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and

**“Transferring
Supplier
Employees”**

those employees of the Supplier and/or the Supplier’s sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2 INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

PART A: NOT USED

ANNEX TO PART A: NOT USED

PART B: Transferring Former Supplier Employees at commencement of Services

1 RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

- (a) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- (b) as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and

discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2 FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

- (b) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- (c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the

Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

- (d) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- (e) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (f) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment

Regulations, except to the extent that the liability arises from the failure by the Supplier or any sub-contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
- (b) arising from the failure by the Supplier and/or any sub-contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former

Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- (a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
 - (b) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

- (a) shall not apply to:

- (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Supplier and/or any sub-contractor; or
- (ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Effective Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under the Law.

3 SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Supplier or any sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
- (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:

- (i) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the

Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- (e) any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding,

claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- (g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- (h) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- (i) a failure by the Supplier or any sub-contractor to comply with its obligations under Paragraph 2.8 above

- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4 INFORMATION

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Supplier shall, and shall procure that each sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- (b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;

- (c) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- (d) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6 PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7 PENSIONS

The Supplier shall, and shall procure that each sub-contractor shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART B PENSIONS

1 PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Authority:

- (a) undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
- (b) agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Authority if the Supplier breaches any obligations it has under the Admission Agreement; and
- (c) agree that notwithstanding sub-paragraph (b) the Supplier shall notify the Authority in the event that it breaches any obligation it has under the Admission Agreement and when it intends to remedy such breaches.

1.3 The Supplier shall bear its own costs and all costs that the Authority reasonably incurs in connection with the negotiation, preparation and execution of

documents to facilitate the Supplier participating in the Schemes including without limitation current Civil Service pensions administrator onboarding costs .

2 FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3 FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by the Schemes in respect

of the failure to account to the Schemes for payments received and the nonpayment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4 PROVISION OF INFORMATION

The Supplier and the Authority respectively undertake to each other:

- (a) to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- (b) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5 INDEMNITY

The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect

of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6 EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

7 SUBSEQUENT TRANSFERS

The Supplier shall:

- (a) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- (b) provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of

accrued rights required as part of participation under the New Fair Deal;
and

(c) for the applicable period either

- (i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or
- (ii) after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8 BULK TRANSFER

Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- (a) fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- (b) instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- (c) allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the

Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

- (d) indemnify the Customer on demand for any failure to pay the Shortfall as required under sub-paragraph (c) above.

PART C: No transfer of employees at commencement of Services

2 PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 *The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.*
- 1.2 *If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:*
- (a) the Supplier shall, and shall procure that the relevant sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and
 - (b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the sub-contractor (as appropriate) or take such other reasonable steps as the Authority or

Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the sub-contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or (c) the situation has not otherwise been resolved,

the Supplier and/or the sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2 INDEMNITIES

2.1 Subject to the Supplier and/or the relevant sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:

- (a) indemnify the Supplier and/or the relevant sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the sub-contractor (as appropriate) and the Supplier shall, or shall procure that the sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the subcontractor.

2.4 The indemnities in Paragraph 2.1:

(a) shall not apply to:

(i) any claim for:

- (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any sub-contractor; or
- (ii) any claim that the termination of employment was unfair because the Supplier and/or any sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Effective Date.

3 PROCUREMENT OBLIGATIONS

Where in this Part C the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier

contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D: Employment Exit Provisions

3 PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:

- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

- 1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
 - (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each subcontractor shall provide, to the Authority any information the Authority may

reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services;
- (c) the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Call Off Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part B of this Call Off Schedule 10 (as appropriate); and
- (d) a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the

Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

2 EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and

procure that each sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

- (b) the breach or non-observance by the Supplier or any sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other

statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

- (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel list, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Supplier or any sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be

liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

- (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any sub-contractor to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- (a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer (or may procure that a sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Subcontractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the

Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

(a) shall not apply to:

(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE,

national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Supplier and/or any sub-contractor; and
- (b) the Replacement Supplier and/or the Replacement Sub-contractor.

2.12 The Supplier shall, and shall procure that each sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each sub-contractor in writing such information as is necessary to enable the Supplier and each sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any

Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier
Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier

Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

- (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (i) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
- (ii) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or

demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

- (g) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any

subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS

APPENDIX G TO CLAUSE 1 OF SCHEDULE 1

TRANSFER VALUES

Bulk transfer values will be inserted in the Contract prior to signing.

Schedule 2

Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	The subject matter is the personal data of Learners on education or training programmes administered by the ESFA that are subject to this Contract as defined in the ESFA privacy notice and ILR specification and its appendices. https://www.gov.uk/government/publications/esfa-privacy-notice https://www.gov.uk/government/collections/individualised-learnerrecord-ilr

Duration of the Processing	The duration of the Processing covers the data returns to the ESFA as defined in Appendix A of the ILR specification to enable funding and audit of the learning programmes defined in this Contract. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr
Nature and purposes of the Processing	The nature and purposes of the processing is defined in the ESFA privacy notice. https://www.gov.uk/government/publications/esfa-privacy-notice The Contractor will be required to submit the data to the ESFA as set out in Clause 16 Submission of Learner Data of this Contract.

Type of personal data	The personal data to be processed is defined in the ILR specification. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr
Categories of data subject	The data subjects are Learners on education or training programmes administered by the ESFA that are subject to this Contract.

Description	Details
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Retention and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Information on how the data must be supplied to the ESFA is detailed in the ILR specification and its appendices. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr For the purposes of both the DfE and the Department for Work & Pensions as data controllers of the data, the Contractor is required to retain the data for the funding and audit purposes set out in this Contract until 31 December 2030 The Contractor (and any other data controller) is responsible for determining any further need to process the data, including its retention, prior to secure destruction.
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Education & Skills
Funding Agency



THIS AGREEMENT is made on the date the Agreement is digitally signed by the Contractor on the Manage your education and skills funding service and shall be deemed to be effective from 01 April 2019 ("the effective date").

BETWEEN: -

- (1) **THE SECRETARY OF STATE FOR EDUCATION** acting through the Education and Skills Funding Agency an Executive Agency of the Department for Education of Cheylesmore House, Quinton Road, Coventry, CV1 2WT ("**the ESFA**"); and
- (2) **MARTINEX LIMITED** Companies Registration Number: 02328159 whose registered office is situated at Britannia House, 1 Glenthorne Road, Hammersmith, London, W6 0LH ("**the Contractor**").

RECITALS: -

- (A) The ESFA and the Contractor entered into a Contract for Services with the ESFA's reference number of ESFA-15065 ("**Original Contract**") for the purposes of delivering Education and Training.
- (B) The ESFA and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (C) The ESFA's reference number for this Variation Agreement is 2.

IT IS AGREED as follows: -

1. **CONSIDERATION**

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Original Contract in accordance with Clause 38.2.

2. **VARIATION OF THE ORIGINAL CONTRACT**

- 2.1 The parties agree with effect from the effective date the Original Contract shall be varied as set out in Annex 1 attached.

2.2 Subject to the variations set out in Annex 1, the Original Contract shall continue in full force and effect in all respects.

Contract reference: ESFA-15065

2.3 In addition to the amendments set out in Annex 1, the Original Contract shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex 1 of this Agreement, as if such further amendments were also expressly set out in Annex 1.

2.4 Except as provided in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the ESFA because of this Variation Agreement.

3. **SEVERABILITY**

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

4. **AUTHORITY AND COSTS**

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

5. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the ESFA's agent in enforcing the ESFA's rights under this Agreement.

6. **GOVERNING LAW AND JURISDICTION**

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and

Contract reference: ESFA-15065

construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

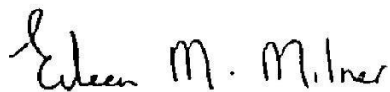
7. **ACCEPTANCE BY THE CONTRACTOR**

By accepting this Agreement via the Manage your education and skills funding service the person taking this action on behalf of the Contractor represents and warrants that the Contractor has read and understood this Agreement, the Contractor agrees to be bound by this Agreement and that he/she is duly authorised to accept this Agreement and legally bind the Contractor.

This Agreement is made on the date the Agreement is digitally signed by the Contractor on the Manage your education and skills funding service.

SIGNED FOR AND ON BEHALF OF THE SECRETARY OF STATE FOR EDUCATION

acting through the Education and Skills Funding Agency
by Eileen Milner, Chief Executive of the Education and Skills Funding Agency

A handwritten signature in black ink that reads "Eileen M. Milner". The signature is written in a cursive style, with the first letters of each word being capitalized and prominent.

ANNEX 1

VARIATIONS TO ORIGINAL CONTRACT

All references to Clauses in this Annex 1 are to Clauses in the Original Contract.

A summary of the main changes are detailed below, these do not show spelling, punctuation and grammatical errors which have been corrected. You must refer to your revised Contract and associated appendices for European Social Funded delivery from 01 April 2019 which incorporates all amendments. The Terms and Conditions set out in the attached revised Contract will apply to European Social Fund funding received from the Secretary of State for Education (acting through the ESFA) from 01 April 2019.

Front Page – ACCEPTANCE BY THE CONTRACTOR

Delete “Skills Funding Service” and **replace** with the words “Manage your education and skills funding service”

5 ASSIGNMENT AND SUB-CONTRACTING

Amend clause 5.10 as follows:

5.10 Notwithstanding Clause 5.7, the ESFA may, by giving its prior written approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder.

Amend Clause 5.16 b. as follows:

Delete “students” and **replace** with the word “Learners”

8 LEARNER HEALTH, SAFETY & WELFARE

Amend Clause 8.18 as follows:

Delete “email to Enquiries.EFA@education.gov.uk.” and **replace** with the words “the Contact Form: General Enquires at <https://www.gov.uk/government/organisations/education-and-skills-funding-agency>.”

8.18 Where the Contractor or one of its sub-contractors refer;

8.18.1 A safeguarding concern related to sexual violence to the Local Authority children’s social care/adult care and/or the police; or

8.18.2 An allegation of abuse made against a teacher or other member of staff to the designated officer(s) at the local authority,

The Contractor must, as soon as practicable, inform the ESFA via the Contact Form: General Enquires at <https://www.gov.uk/government/organisations/education-and-skills-fundingagency>. Such notification must include the name of the institution, a high level summary of the nature of the incident (without sharing personal information about its victims or alleged perpetrators) and confirmation of whether it is, or is scheduled to be, investigated by the Local Authority and/or the police.

11 ACCESS AND MONITORING

Clause 1211.4.3.2 has been re-numbered 11.4.3.2

15 DATA PROTECTION

Clause references 15.4.3 and 15.4.4 have been added to existing text

Amend Clause 15.5 (e) as follows:

Delete “this” and **replace** with the word “third”

Amend Clause 15.6 as follows:

Delete “Clause 15.4” and **replace** with “Clause 15.5”

17 QUALITY ASSURANCE AND RAISING STANDARDS

Amend Clause 17.9.3 as follows:

Delete “Clause 17.10.1” and **replace** with “Clause 17.9.1” and **Delete** “Clause 17.10.2” and **replace** with “Clause 17.9.2”

Amend Clause 17.11.2 as follows:

Delete both references to “Students” and **replace** with the word “Learners”

Clauses 17.15.1 to 17.15.5 have been re-numbered as follows:

Inadequate in part

17.15.1 Ofsted has assessed the Services to be inadequate in any sector specific areas, the ESFA may, in its absolute discretion take one or more of the following actions:

- 17.15.1.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the Services assessed as inadequate; and/or
- 17.15.1.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as inadequate; and/or
- 17.15.1.3 give consideration to the Services which are assessed as inadequate in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or
- 17.15.1.4 reduce, suspend or recover payment to the Contractor in respect of that part of the Services assessed as inadequate; and/or
- 17.15.1.5 terminate in accordance with Clause 21.2.11

Inadequate overall

17.15.2 Where the ESFA is made aware that Ofsted has provisionally assessed the Services to be inadequate overall, the ESFA may, in its absolute discretion take one or more of the following actions:

- 17.15.2.1 require the Contractor to accept and comply with temporary additional Contract obligations relating to the improvement of the overall Services, including but not limited to, requiring the Contractor to temporarily suspend the recruitment of Learning and/or temporarily cap any growth in those Learning Programmes which are assessed as inadequate.
- 17.15.2.2 commence discussions with the Contractor and the Local Authority within whose area the Contractor is located, either with Ofsted or not, as part of considering what actions as specified in Clause 17.15.3 may be taken.

17.15.3 Where Ofsted has confirmed its assessment that the Services is inadequate overall, the ESFA may, in its absolute discretion take one or more of the following actions:

- 17.15.3.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the overall Services; and/or
- 17.15.3.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, those Learning Programmes which are assessed as inadequate; and/or
- 17.15.3.3 give consideration to the assessment of inadequate in its

allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or

17.15.3.4 reduce, suspend or recover payment to the contractor; and/or

17.15.3.5 terminate this Contract in accordance with Clause 21.2.11 (Termination).

17.15.4 The failure of the Contractor, as assessed by the ESFA, to comply with any requirements of Clauses 17.15.3.1 – 17.15.3.2 within such time as the ESFA may deem reasonable may lead to the ESFA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 21.2.11 (Termination).

17.15.5 The ESFA will take action based on Ofsted's provisional and confirmed outcomes as in Clauses 17.15.2 – 17.15.3 above. Where the ESFA is made aware that the Contractor has made a complaint about the graded outcome of the overall assessment by Ofsted, the ESFA will continue to progress action under Clause 17.15.2 – 17.15.3 but will be mindful of the implications arising from the outcome of a complaint. The ESFA will review any decisions made at such time as outcomes of any complaint are made known.

Amend Clause 17.17 as follows:

17.17 The failure of the Contractor, as assessed by the ESFA, to comply with any requirements of Clauses 17.16.1 – 17.16.4 within such time as the ESFA may deem reasonable may lead to the ESFA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 21.2.12 (Termination).

Amend Clause 21.2.10 as follows:

21.2.10 The Contractor fails to comply with requirements imposed under Clauses 17.15.3.1, and / or 17.15.3.2;

Amend Clause 21.2.11 as follows:

21.2.11 An Ofsted inspection results in the Services in part or overall thereof being assessed as inadequate;



Education & Skills
Funding Agency



European Union
European
Social Fund

Contract Type	Contract for Services
Funding Period	1 April 2019 – 31 July 2021
Between	the Secretary of State for Education (acting through the Education and Skills Funding Agency)
And	MARTINEX LIMITED
Funding for	European Social Fund
Contract Number	ESFA-15065

ACCEPTANCE BY THE CONTRACTOR

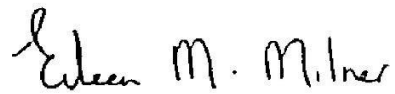
By accepting this Contract via Manage your education and skills funding service the person taking this action on behalf of the Contractor represents and warrants that the Contractor has read and understood this Contract, the Contractor agrees to be bound by this Contract and that he/she is duly authorised to accept this Contract and legally bind the Contractor.

This Contract is made on the date the Contract is digitally signed by the Contractor on Manage your education and skills funding service.

**SIGNED FOR AND ON BEHALF OF THE SECRETARY OF STATE FOR
EDUCATION**

acting through the Education and Skills Funding Agency

by Eileen Milner, Chief Executive of the Education and Skills Funding Agency

A handwritten signature in black ink, reading "Eileen M. Milner". The signature is written in a cursive style with a large initial 'E'.

ESF Contract for Services –
Education and Skills Funding Agency

www.gov.uk/ESFA

ESF Contract for Services – Education and Training

Education and Skills Funding Agency Contract Reference ESFA-15065
www.gov.uk/ESFA

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Terms and Conditions

This Contract is made on the date the Contract is digitally signed by the Contractor

MARTINEX LIMITED

Brittania House

1 Glenthorne Road

Hammersmith

London

W6 0LH

AND

THE SECRETARY OF STATE FOR
EDUCATION ACTING THROUGH
THE EDUCATION AND SKILLS
FUNDING AGENCY, AN
EXECUTIVE AGENCY OF THE
DEPARTMENT
FOR EDUCATION
CHEYLESMORE HOUSE
QUINTON ROAD
COVENTRY
CV1 2WT

Companies Registration Number:
02328159

Hereinafter called
the Contractor

Hereinafter called
the ESFA

GENERAL TERMS AND CONDITIONS

It is agreed as follows.

1 DEFINITIONS

“Children”	means persons under the age of 18.
“Combined Authority”	means a legal structure comprising two or more local authorities to undertake certain statutory or delegated functions.
“Confidential Information”	means any information, including Personal Data as defined by the Data Protection Act 2018, and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, knowhow, personnel, and suppliers of the Parties including all IPRs, together with all information derived from any
	of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential").
“Contract”	means the Contract between the above named parties consisting of these Terms and Conditions, the Specification, the Contractor’s response to the Specification including the Delivery Plan, the Funding Rules, the 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements, the European Social Fund Operational Programme 2014-2020 and any other documents (or parts thereof) specified in the Contract and any variations to the Contract agreed in writing and signed by both Parties.
“Contract Finder”	means the Government’s publishing portal for public sector procurement opportunities.
“Contractor Personnel”	means all persons employed or engaged by the Contractor together with the Contractor’s servants, agents, consultants and sub-contractors (and all persons employed by any sub-contractor together with the sub-contractor’s servants, consultants, agents, Contractor’s and sub-contractors) used in the performance of its obligations under this Contract;

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“Contract Period”	means the period between the Commencement Date and the Expiry Date, unless terminated earlier on the Termination Date;
“Controller”	has the meaning given to it in the GDPR.
“Crown Body”	means any department, office or agency of the Crown, including Ofsted, the Care Quality Commission, the Charity Commission, the Office for Students, any and all local authority or Combined Authority bodies.
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
“DPA 2018”	means the Data Protection Act 2018.
“Data Protection Legislation”	means the (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) all applicable law about the processing of personal data

	and privacy.
“Data Protection Laws”	means the Data Protection Act 2018 and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the UK (or any relevant part thereof), including the General Data Protection Regulation (EU) 2016/679 or similar and any codes of practice, guidelines and recommendations issued by the Information Commissioner, any replacement body to any other relevant supervisory authority, all of which are current at the time of any Data processing by the Contractor (and in the event of any conflict between the Data Protection Laws and Law, Data Protection Laws shall take precedence).
“Data Protection Impact Assessment”	means an assessment by the ESFA of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Officer”	has the meaning given to it in the GDPR.

“Data Subject”	has the meaning given to it in the GDPR.
“Data Subject Request”	means a request made by, or on behalf, of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Devolution Agreement”	means the agreement between the Government and the Combined Authority devolving certain function to the Combined Authority.
“EIR”	means the Environmental Information Regulations 2004.
“Effective Date”	means the date on which this Contract entered into by the Contractor digitally signing the Contract on the Manage your education and skills funding service.
“Exempt Information”	means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Contract or otherwise relating to the Contractor, which potentially falls within an exemption to FOIA (as set out therein).
“Expiry Date”	means 31 July 2021 or such later date as is notified in writing to the Contractor by the ESFA in accordance with Clause 2.2;

“FOIA”	means the Freedom of Information Act 2000 and all regulations made there from time to time or any superseding or amending enactment and regulations, and words and expressions defined in the FOIA shall have the same meaning in Clause 6.
“FOIA Notice”	means a decision notice, enforcement notice and/or an information notice.
“Funding Rules”	means the document which sets out the detailed requirements with which the Contractor must comply in respect of each Learning Programme delivered under this Contract as may be amended by the ESFA from time to time; as follows. Funding and performance management rules 2014 to 2020 European Social Fund (ESF) programme: https://www.gov.uk/government/publications/esffunding-rules

“GDPR”	means General Data Protection Regulation (Regulation (EU) 2016/679);
“GLA”	means the Greater London Authority consisting of the Mayor of London and members of the London Assembly.
“High Needs Learner”	means a Learner aged 16 to 18, or any young person aged 19 to 25 subject to an Education Health and Care Plan, who requires additional support.
“Inspectorates”	means one, any or all of the inspectorates: Office for Standards in Education, Children’s Services and Skills (Ofsted), Her Majesty’s Inspectorate for Education and Training in Wales (Estyn), the Quality Assurance Agency for Higher Education, the Office for Students, and the Care Quality Commission (CQC).
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-laws, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court, or directives or requirements by which the Contractor is bound.
“Learner”	means any third party including any student, apprentice, trainee or similar to whom the Contractor is required to deliver any of the Services, as termed

	Participant in the Specification for the Services.
“Learner Files”	means any information relating to a Learner generated by the Contractor, the Learner or a third party for the purpose of the delivery of the Learning Programme.
“Learning Programme”	means a programme of education and/or training delivered by the Contractor under this Contract
“LED”	means the Law enforcement Directive (Directive (EU) 2016/680);
“Local Enterprise Partnership (LEP)”	means a formalised partnership between local authorities to determine local economic priorities and lead economic growth and job creation within its area.
“Minor Breach”	shall have the meaning given to it in Clause 20.2

“Offender Management”	means an officer from the National Offender Management Service who is working directly with an offender serving their sentence in the community.
“Ofsted”	means the Office for Standards in Education.
“Parties”	means the ESFA acting on behalf of the Crown and the Contractor.
“Personal Data”	has the meaning given to it in the GDPR.
“Personal Data Breach”	has the meaning given to it in the GDPR.
“Premises”	means the location where the Services are to be performed, as detailed in the Contract.
“Processor”	has the meaning given in the GDPR.
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and subcontractor engaged in the performance of its obligations under this Contract.
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures.
“Register of Training Organisations”	means the register maintained by the ESFA of organisations qualified to receive funding from the ESFA.
“Regulatory Body”	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate or investigate the matters dealt with in this Contract or any other affairs of the Contractor or the ESFA, including, without limitation Ofsted.
“RIDDOR”	means the reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 2013;
“Serious Breach”	shall have the meaning given to it in Clause 20.3

“Services”	means the services to be provided as specified in the Contract.
“Service Commencement Date”	means 1 April 2019 or such later date as is advised by the ESFA to the Contractor, in writing
“SME”	means an enterprise falling within the category of micro and medium sized enterprises as defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium – sized enterprises.
“Specification”	means the document setting out the ESFA’s requirements for the Services to be provided under this Contract.
“Termination Date”	means any date on which this Contract terminates in accordance with Clause 21.
“VCSE”	means a non-governmental organisation that is value driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2 COMMENCEMENT AND CONTINUATION

2.1 The Contract shall commence on the Effective Date and terminate on the Expiry Date unless terminated earlier in accordance with Clause 21 (Termination).

2.2 The Contractor shall deliver the Services in full from the Service Commencement Date.

2.3 The ESFA may extend the Contract on more than one occasion as long as the aggregate of all contract extensions does not exceed 27 months. If the ESFA wants to extend the Contract it shall do so by the following procedure;

2.3.1 The ESFA shall give the Contractor written notice of its intention to extend the Contract Period and shall state the duration of the extension and the date the extensions will start and end, unless it is terminated earlier in accordance with the provisions of this Contract.

2.3.2 The Contractor shall confirm acceptance of the extension.

2.3.3 The definition of Expiry Date shall be updated to reflect the end date of the Contract Period as set out in the notice referred to in Clause 2.3.1.

3 CONTRACT MANAGEMENT

- 3.1 The ESFA and the Contractor will each nominate a contact for the purpose of dealing with queries and issues under this Contract and advise the other party in writing of the contact details.
- 3.2 The Contractor must ensure appropriate members of staff register as users on the user role management system at <http://logon.fasst.org.uk> to enable the Contractor to digitally sign and agree the Contract online. It is the Contractor's responsibility to maintain appropriate user roles on an on-going basis.

4 SERVICE DELIVERY

- 4.1 The Services to be delivered under this Contract are the delivery of the Learning Programmes as set out in Appendix 1, (Summary of Programme Funding), and at Appendix 2 (Funding Agreement). The detailed requirements in respect of each Learning Programme are set out in the Funding Rules as amended from time to time by the ESFA and which form part of the terms and conditions of this Contract.
- 4.2 The Services are to be delivered in accordance with the specific requirements of the ESFA, the Specification, the Contractor's response to the Specification including the Delivery Plan, the Funding Rules, the 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements, the European Social Fund Operational Programme 2014-2020 and the Supporting Documentation as attached at Appendix 2 (Funding Agreement) which sets out the scheduled payment profiles for the Services agreed by the Parties, which all form part of the Terms and Conditions of the Contract.
- 4.3 The Contractor must work in partnership with the LEP and, where the Contractor is working in an area covered by a Devolution Agreement and/or the GLA, the Contractor must work with the Combined Authority and/or the GLA to ensure delivery of the Services takes account of the local economic and skills and education priorities.

5 ASSIGNMENT AND SUB-CONTRACTING

- 5.1 Where the Contractor has not previously sub-contracted any part of Services under this Contract or under any other agreement that that Contractor holds or has held with the ESFA then the Contractor must seek the approval of the ESFA, in writing, before awarding a sub-contract for the first time. Thereafter the Contractor must follow the sub-contractor reporting processes as set out in Clause 5.2 and the Funding Rules.
- 5.2 Where the Contractor sub-contracts or intends to sub-contract any duties or obligations arising out of this Contract, the Contractor must provide the ESFA with details of all sub-contractors at least bi-annually by fully and accurately making a declaration of sub-contractors in accordance with the deadline set out in the Funding Rules. If the Contractor is not sub-contracting then a nil return must be received by the deadline date. The Contractor must notify the ESFA of

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any within year changes to its sub-contractors that take place between the submission dates of their declaration of sub-contractors as set out in the guidance <https://www.gov.uk/guidance/subcontracting-using-funding-to-offereducation-and-training> The ESFA reserves the right to require the Contractor not to enter into, or to terminate, any sub-contract to deliver the Services under this Contract.

- 5.3 The Contractor must comply with the requirements on sub-contracting delivery of the Services set out in the Funding Rules. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to it under the Contract or these conditions. The Contractor is responsible for all the actions of its sub-contractors connected to or arising out of the delivery of the Services which it sub-contracts.
- 5.4 Services under this Contract may only be sub-contracted to one level unless the Contractor obtains the consent of the ESFA in writing.
- 5.5 Where the Contractor has sub-contracted any duties or obligations arising out of this Contract, the Contractor shall ensure that there is in place a legally binding sub-contract and send copies of the sub-contract to the ESFA if requested in writing to do so. Where the Contractor enters into a sub-contract for the purpose of performing the Contract, the Contractor shall ensure that the sub-contract includes any terms specified in the Funding Rules.
- 5.6 The Contractor shall ensure that all sub-contractors are selected fairly following a lawful, open and transparent tendering process, and have sufficient capacity, capability, quality and financial standing to deliver the Services.
- 5.7 In addition to the requirement set out at Clause 5.6 where the value of the Contract, as set out in Appendix 1 and Appendix 2 exceeds £5,000,000 (five million pounds) per annum the Contractor shall:
- 5.7.1 subject to Clause 5.9, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provisions of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
 - 5.7.2 within 90 days of awarding a sub-contract to a sub-contractor, update the notice on Contracts Finder with the details of the successful subcontractor;
 - 5.7.3 monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded during the Contract Period;
 - 5.7.4 notwithstanding the requirements in Clause 5.2 provide reports on the information at Clause 5.7.3 to the ESFA in the format and frequency as reasonably specified by the ESFA; and
 - 5.7.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- 5.8 Each advert referred to in Clause 5.7.1 above shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor;
- 5.9 The obligation in Clause 5.7.1 shall apply only in relation to sub-contract opportunities arising after the contract award date.
- 5.10 Notwithstanding Clause 5.7, the ESFA may, by giving its prior written approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder.
- 5.11 The Contractor shall ensure that any sub-contract entered into for the purpose of delivering the Services under this Contract contains a term providing that the ESFA has the right to enforce the terms of the sub-contract.
- 5.12 The Contractor shall make payment to any sub-contractor within 30 days of receiving a valid claim for payment and ensure that any sub-contract entered into for the purpose of delivering the Services under this Contract contains a term giving effect to this requirement.
- 5.13 The Contractor may not assign any rights, duties or obligations under this Contract without the consent of the ESFA.
- 5.14 The Contractor must notify the ESFA in writing if there is a change in its name at least one month prior to the change taking effect.
- 5.15 The Contractor must notify the ESFA in writing if there is a change in its ownership at least 12 weeks prior to the change taking effect.
- 5.16 The Contractor shall not without the prior written consent of the ESFA assign, novate or otherwise dispose of or deal in any other manner with (including by means of a change in ownership of the Contractor) any or all of its rights, obligations or liabilities under this Contract. The Contractor shall give the ESFA at least 12 weeks' notice of any such plans. The ESFA reserves the right to take whatever actions it deems necessary, including but not limited to terminating the Contract if it considers in its absolute discretion that any, or any proposed, assignment, novation, disposal or other dealing, including any change in ownership of the Contractor, may or would
- d. put public funds at risk,
 - e. put at risk the delivery of the Services to Learners, and/or
 - f. The ESFA has any other material concerns about the proposed assignment, novation, disposal or other dealing.
- 5.17 The Contractor must consider the criteria set out in the Funding higher-risk organisations and sub-contractors document which is published on the ESFA's website

6 FREEDOM OF INFORMATION AND CONFIDENTIALITY

6.1 Freedom of Information

6.1.1 The Contractor acknowledges and agrees that the ESFA is subject to legal duties under FOIA, which may require the ESFA to disclose on request information relating to this Contract or otherwise relating to the Contractor.

6.1.2 The Contractor acknowledges and agrees that the ESFA is required by law to consider each and every request made under FOIA for information.

6.1.3 The Contractor acknowledges and agrees that all decisions made by the ESFA pursuant to a request under FOIA are solely a matter for and at the discretion of the ESFA.

6.1.4 Notwithstanding anything in this Contract to the contrary (including without limitation any obligations of confidentiality), the ESFA shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the ESFA shall use reasonable endeavours (but shall not be obliged) to consult the Contractor and shall not:

c) confirm or deny that information is held by the ESFA;

or

d) disclose information requested

to the extent that in the ESFA's opinion the information is eligible in the circumstances for an exemption and therefore the ESFA may lawfully refrain from doing either of the things described in parts (a) and (b) of this Clause 6.1.4.

6.1.5 In relation to information relating to the Contractor or the Contract which the Contractor requests should be exempt under the FOIA the Contractor shall indemnify the ESFA for any and all costs (including legal fees) incurred by the ESFA in:

d) assessing the application of any exemption under FOIA; and/or

e) responding to any FOIA notice; and/or

f) lodging any appeal against a decision of the Information Commissioner in relation to disclosure

where such costs are incurred pursuant to efforts by the ESFA to withhold Exempt Information.

6.1.6 The ESFA shall on no account be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the disclosure under FOIA of any Exempt Information or other information whether relating to this Contract or otherwise relating to the Contractor.

6.1.7 The Contractor shall assist the ESFA as reasonably necessary to enable the ESFA to comply with its obligations under FOIA.

6.2 Confidentiality

The Contractor hereby warrants that:

6.2.3 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall treat all Confidential Information belonging to the ESFA as confidential, safeguard it accordingly and only use such Confidential Information for the purposes of this Contract; and

6.2.4 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of the ESFA, except where disclosure is otherwise expressly permitted by the provisions of this Contract.

6.5 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the ESFA is treated as confidential and not disclosed (without prior approval) or used other than for the purposes of this Contract by any of its employees, servants, agents or sub-contractors.

6.6 The provisions of Clauses 6.2 and 6.3 shall not apply to any information:

6.4.4 which is or becomes public knowledge (other than by breach of Clauses 6.2 and 6.3);

6.4.5 which was in the possession of the receiving party, without restriction as to its disclosure, before the date of receipt from the disclosing party;

6.4.6 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the EIR.

6.5 Nothing in this Clause 6 shall be deemed or construed to prevent the ESFA from disclosing any Confidential Information obtained from the Contractor:

6.5.6 to any other Central Government Body, Non-Departmental or Quasi Government Body or agency, central or local;

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- 6.5.7 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 6.5.8 to any professional adviser, consultant, contractor or other person engaged by the ESFA directly in connection with this Contract, provided that such information is treated as confidential by the receiving consultant, contractor or any other person;
 - 6.5.9 to the European Union in conjunction with the European Social Fund requirements;
 - 6.5.10 on a confidential basis to any proposed successor body in connection with any assignment disposal of its rights, obligations or liabilities under this Contract.
- 6.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the course of the Services, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 6.12 The Contractor will immediately notify the ESFA of any breach of security in relation to Confidential Information and all data obtained in the course of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the ESFA in any investigation that the ESFA considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 6.13 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the ESFA's request if the ESFA reasonably believes the Contractor has failed to comply with Clause 6.7.
- 6.14 The ESFA reserves the right to publish details of this Contract and the payments made under it to comply with the Government's transparency requirements.
- 6.15 The provisions of this Clause 6 will apply for the duration of the Contract Period after its termination.

7 EQUALITY OF OPPORTUNITY

- 7.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or reenactment thereof or any other statutory provision relating to discrimination in employment or the provision of services. The Contractor shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of

the Contract. The Contractor will comply with the detailed requirements in relation to equality of opportunity set out in Clauses 7.2 to 7.4.

7.2 The Contractor must, in delivering the Services under this Contract, demonstrate that it has had regard to the duties placed on the ESFA and the Contractor by the Equality Act 2010. The Contractor must take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors engaged in the delivery the Services.

7.3 The Contractor shall ensure that equality of opportunity is built into all aspects of Services; the business planning process; and the self-assessment process. The Contractor shall use analysis of data to inform future planning to improve the representation, participation and success of underrepresented and underachieving groups and challenge stereotyping. The Contractor shall use appropriate, specific and measurable objectives. These must be proportionate, relevant and aligned to the Services the Contractor is funded to deliver.

7.4 The ESFA may use a variety of equality information and data to support judgements about quality and eligibility for funding. These may include, but are not limited to: inspection judgements for equality and diversity, judgements from the Equality and Human Rights Commission, and the success and participation rates of different groups of Learners.

8 LEARNER HEALTH, SAFETY & WELFARE

8.1 The Contractor shall ensure so far as reasonably practicable that learning takes place in safe, healthy and supportive environments, which meet the needs of Learners. The Contractor shall provide information to the ESFA, as and when specifically requested, to give assurance that adequate arrangements exist for Learner health, safety and welfare.

8.2 Where part of the learning takes place in an environment outside the direct control of the Contractor, the Contractor shall take all reasonable steps to ensure that adequate arrangements are in place to ensure the health and safety of Learners.

8.3 The Contractor shall make arrangements for ensuring that the Provision is provided with a view to safeguarding and promoting the welfare of Children receiving education or training at the institution or under the auspices of the Contractor in an environment outside the direct control of the Contractor. In doing so, the Contractor shall have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further education institutions. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Contract.

8.4 The Contractor shall make arrangements for ensuring that the Provision is provided with a view to safeguarding and promoting the welfare of High Needs Learners
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aged 18 to 25 receiving education or training at their institution or under the auspices of the Contractor in an environment outside the direct control of the Contractor. This must include the adoption of safer recruitment procedures. In doing so, the Contractor shall make those arrangements as if such Learners were Children and will have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further education institutions as if it applied to those Learners as if they were Children. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Contract.

- 8.5 The Contractor must carry out appropriate disclosure and barring service checks on all overseas applicants for employment where such applicants would be employed to work in regulated activity relating to Children or vulnerable adults (as defined by the Safeguarding Vulnerable Groups Act 2006) if successful, and must seek additional information about an applicant's conduct
- 8.6 In working with other organisations/bodies, the Contractor shall make arrangements to co-ordinate and co-operate effectively for reasons of Learner health, safety and welfare. In particular, respective responsibilities shall be clearly identified and documented as appropriate, to ensure understanding.
- 8.7 In providing the Services, the Contractor must ensure it actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs, and promote principles that support equality of opportunity for all.
- 8.8 In providing the Services, the Contractor must comply with the general duty on specified authorities in section 26 of the Counter-Terrorism and Security Act 2015 (the Prevent duty) and must have regard to statutory guidance issued under section 29 of the Counter-Terrorism and Security Act 2015. Failure to do so may constitute a Serious Breach of this Contract.
- 8.9 In providing the Services the Contractor must comply with the duty on partners of a panel in section 38 of the Counter-Terrorism and Security Act 2015 (the Channel co-operation duty). Failure to do so may constitute a Serious Breach of this Contract.
- 8.10 The Contractor shall not employ or engage, or continue to employ or engage, any person who is subject to a prohibition order made under section 141B of the Education Act 2002 to carry out teaching work (as defined in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012), or an interim prohibition order made under regulation 14 of the Teachers' Disciplinary (England) Regulations 2012 in respect of any Learners under the age of 19 and High Needs Learners aged 19 to 25 (as if those Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012).

- 8.11 Before employing or engaging a person to carry out teaching work in respect of any Learners under the age of 19 and High Needs Learners aged 19 to 25 (as if those Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012), the Contractor shall take reasonable steps to ascertain whether that person is subject to a prohibition order made under section 141B of the Education Act 2002, or an interim prohibition order made under regulation 14 of the Teachers' Disciplinary (England) Regulations 2012.
- 8.12 The Contractor shall, in circumstances where it sub-contracts the management and/or delivery of the Services under this Contract, ensure that all the provisions in respect of Learner health, safety and welfare in this Clause 8 are included in its contract with each sub-contractor.
- 8.13 The Contractor shall inform the ESFA of the death of any Learner which is a result of work undertaken whilst in employment and who is undertaking a related Learning Programme. This shall be done by informing the ESFA's representative by telephone or email immediately upon the Contractor becoming aware of the death.
- 8.14 The Contractor shall report RIDDOR reportable incidents, and shall investigate or assess the circumstances of all Learner incidents within the scope of RIDDOR and follow HSE guidance 'Investigating accidents and incidents: A workbook for employers, unions, safety representatives and safety professionals' (HSG245) ISBN 0717628272. The Contractor shall only use persons competent to investigate/assess Learner incidents with a view to identifying the causes of any incident and lessons to be learned.
- 8.15 The Contractor shall also monitor, and act on, any other harm to Learners to the extent that the Contractor could reasonably be expected to do so and/or where the harm could affect the quality of the learning experience. Harm includes (but is not limited to) incidents that cause absence from learning, any loss to the Learner of any physical or mental faculty or any disfigurement and incidents of bullying and harassment.
- 8.16 The Contractor shall co-operate with the ESFA and Department for Work and Pensions for the purposes of the Industrial Injuries Disablement Benefit (IIDB) in respect of those Learners to which it applies.
- 8.17 The Contractor and its sub-contractors must be able to demonstrate that they have robust record-keeping procedures in respect of health, safety and safeguarding through checks on record keeping undertaken. Failure to do so will constitute a Serious Breach.
- 8.18 Where the Contractor or one of its sub-contractors refer;
- 8.18.1 A safeguarding concern related to sexual violence to the Local Authority children's social care/adult care and/or the police; or

8.18.2 An allegation of abuse made against a teacher or other member of staff to the designated officer(s) at the local authority,

The Contractor must, as soon as practicable, inform the ESFA via the Contact Form: General Enquires at <https://www.gov.uk/government/organisations/education-and-skills-fundingagency>. Such notification must include the name of the institution, a high level summary of the nature of the incident (without sharing personal information about its victims or alleged perpetrators) and confirmation of whether it is, or is scheduled to be, investigated by the Local Authority and/or the police.

8.19 Where the Contractor makes a referral of an individual for the purposes of determining whether that individual should be referred to a panel for the carrying out of an assessment under section 36 of the Counter-Terrorism and Security Act 2015 of the extent to which that individual is vulnerable to being drawn into terrorism, the Contractor shall ensure it notifies the ESFA that a referral has been made.

8.20 Where the Contractor has made a referral or provided information to the Disclosure and Barring Service in compliance with any duties of the Body under the Safeguarding Vulnerable Groups Act 2006, the Contractor shall ensure that it informs the ESFA that a referral has been made / information has been provided.

9 LIABILITY

9.1 Neither Party limits its liability for death or personal injury caused by the negligence of itself or any of its servants, employees or agents acting in the course of their employment or in respect of misrepresentations made fraudulently in respect of any breach of an implied term in respect of title to goods.

9.2 Subject to Clause 9.4 the Contractor shall indemnify and keep indemnified the ESFA, their servants, employees, and agents against all loss, damage or liability (whether civil or criminal), claims, demands, costs and expenses incurred by or made against the ESFA, their servants, employees, or agents in respect of any loss or damage or personal injury (including death) which arises out of or in the course of or caused by the negligent act or omission or willful default of the Contractor, their servants or agents in the delivery of the Service except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or willful default of the ESFA or their servants or agents.

9.3 The Contractor warrants to the ESFA that to the best of its knowledge and belief all works carried out under the Contract will not infringe, in whole or in part, any copyright or any other intellectual property right of any person and agrees to indemnify the ESFA against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any works, where such an act is, or is alleged to be, an infringement of a third party's copyright or other intellectual property right. This warranty and indemnity shall survive the

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termination of the Contract and shall exist for the life of the copyright or other intellectual property right.

9.4 The Contractor's liability under Clause 9.2 shall be limited as follows;

9.5 In accordance with Clause 9.1 it shall be unlimited;

9.6 Otherwise it shall not exceed twice the value of the Contract or £1,000,000 (one million pounds), whichever is the greater.

9.7 Notwithstanding anything to the contrary contained in the Contract, the ESFA's liability whether arising from breach of contract tort including negligence breach of statutory duty or otherwise shall be limited as follows;

9.8 In accordance with Clause 9.1 it shall be unlimited;

9.9 In respect of all other liability falling outside of Clause 9.1 arising out of or in connection with its obligations (other than its obligation to pay for the Services) under this Contract and all actions, claims, demands, proceedings, costs and expense arising in respect of it to a maximum aggregate value of £100,000 (one hundred thousand pound) This maximum liability limit all claims made within the contract term being the Contract Period and any extension of it in accordance with Clause 2.3, and any and all claims made within that period.

9.10 The ESFA shall not be liable to the Contractor for any Indirect Losses.

9.11 The ESFA reserves the right to require the Contractor to secure the provision of an appropriate guarantee in respect of the Contractor's liabilities under this Contract.

10 INSURANCE

10.1 The Contractor shall maintain at its own cost a policy or policies of insurance to cover the liability of the Contractor in respect of any act or default for which it may become liable to indemnify the ESFA under this Contract. The ESFA reserves the right to require the Contractor to insure against any act or default which arises as a result of fraud or other criminal activity by the Contractor, its employees, agents or sub-contractors. The Contractor should provide copies of any insurance certificates to the ESFA including professional indemnity, employers' liability and public liability insurance following a written request from the ESFA.

11 ACCESS AND MONITORING

11.1 When appropriate the ESFA shall give the Contractor reasonable advance notice in writing of proposed visits to the Contractor or its sub-contractors, to observe the delivery of the Services, by any person who has taken or will take no direct part in the conduct or content of the Services.

11.2 For monitoring and evaluation purposes, the ESFA or their representatives, the Secretary of State or their representatives, the National Audit Office, Representatives of the European Commission and the European Court of ESF Contract for Services – Education and Training

Auditors, the Inspectorates and HM Treasury shall have the right to visit all or any site(s) and view operations relating to the provision and to inspect relevant documents and interview Learners and the Contractor's staff during these visits in order to:

- d) examine, audit or take copies of any original or copy documentation, accounts, books and records of the Contractor and its sub-contractors that relate to the Contract;
- e) visit, view or assess the design, management and delivery relating to the Contract at any Premises where those operations are carried out (including those of sub-contractors) and conduct relevant interviews, including interviews with Learners, during these visits at any reasonable time;
- f) carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the ESFA's resources in the performance of the Contract.

11.3 The Contractor shall, if required by any of the representatives stated at Clause 11.2 provide appropriate oral or written explanations.

11.4 The ESFA reserves the right, at any reasonable time, and as it may deem necessary to require the Contractor at its own cost to:

- 11.4.4 provide evidence of financial resources and the level of turnover sufficient to enable it to continue to perform the Contract;
- 11.4.5 provide such assurance as the ESFA may require that the delivery of the Services complies with the requirements of the Contract;
- 11.4.6 obtain a report by an independent accountant of the ESFA's choice on;
 - 11.4.3.1. the financial systems and controls operated by the Contractor or its sub-contractors;
 - 11.4.3.4 the accuracy and regularity of funding claims in respect of payments claimed or received under the Contract;
 - 11.4.3.5 the evidence held by the Contractor or its sub-contractors to support delivery of the Services in accordance with the terms of the Contract.

The Contractor must agree the instructions for the work with the ESFA this may include the ESFA discussing the terms of reference directly with the independent accountant where necessary. The report and the work required in order to produce the report shall be carried out to the satisfaction of the ESFA, and the ESFA must be able to place reliance on it. The Contractor shall provide a copy of any draft report at all stages of reporting and the final report to the

ESFA as soon as they are available. The ESFA reserves the right to require the Contractor to publish the final report.

- 11.4.7 provide a copy of the Contractor's latest audited Accounts and submit further copies of the audited Accounts as they become available;
 - 11.4.8 submit any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by the ESFA;
 - 11.4.9 provide any additional evidence to support payments made under this Contract, as the ESFA shall reasonably require.
- 11.12 The Contractor shall in performing the Services comply fully with all relevant rules and regulations of the ESFA in force from time to time especially when on the ESFA's premises.
- 11.13 In addition to the other requirements to provide information set out in this Contract the ESFA reserves the right to request information from the Contractor in order to exercise its responsibilities and/or to fulfill requirements to provide information to the Secretary of State, to account to Parliament and to meet European funding requirements. On occasion, the ESFA will require urgent information from the Contractor.
- 11.14 The Contractor shall provide the ESFA or agents acting on its behalf with the information it requires under Clause 11.4.6 at the times and in the formats specified. This information shall be of sufficient quality to meet the purposes for which it has been requested.
- 11.15 Failure to comply with any request for information under Clause 11.6, at all or in the required timescales, will constitute a Minor / Serious Breach of this Contract.
- 11.16 Where the ESFA has undertaken an investigation or received a report from an independent accountant or otherwise, in relation to the Contractor, it may as a consequence of that investigation or report, impose additional conditions of funding upon the Contractor.
- 11.17 The Contractor must comply with any additional conditions of funding imposed under Clause 11.9.
- 11.18 If the ESFA assesses that the Contractor has failed to comply with any additional conditions of a funding imposed under Clause 11.9 within such time as the ESFA deems reasonable, the ESFA may take actions as it deems appropriate which may include but is not limited to action under Clauses 20.5 20.7 (Minor Breach) or Clauses 20.8 - 20.12 (Serious Breach).

12 FUNDING AND PAYMENT

- 12.1 In consideration of the Services to be provided by the Contractor, the ESFA agrees to pay the Contractor the amounts calculated as described in 'European Social Fund Funding Rates & Formulas 2016 - 2017' (<https://www.gov.uk/government/publications/ESFA-european-social-fund-esffunding-rates-and-formula>) and set out in Appendix 2 of this Contract on condition that the Contractor delivers the Services in accordance with the terms and conditions of the Contract and provided that the Contractor is not assessed as being at serious risk of failure to deliver the Services under this Contract by the ESFA following any review of the quality of the Services.
- 12.2 The Maximum Value of each Learning Programme as shown in Appendix 2 of this Contract may not be exceeded for any reason. The ESFA will not be liable to make any payment in excess of the Maximum Value of each Learning Programme unless this has been agreed and evidenced by a variation in writing.
- 12.3 Where the ESFA identifies that the Contractor is failing to deliver the value of learning of this Contract it reserves the right in its absolute discretion to reduce the overall maximum value for that Learning Programme.
- 12.4 The Contractor shall comply with the Funding Rules published by the ESFA as amended from time to time.
- 12.5 The ESFA reserves the right to give three months' notice to reduce the overall maximum value for any Learning Programme.
- 12.6 Payment by the ESFA shall be without prejudice to any claims or rights, which the ESFA may have against the Contractor and shall not constitute any admission by the ESFA as to the performance by the Contractor of its obligations hereunder. Prior to any such payment, the ESFA shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Contractor, arising from this Contract or any other Contract between the Contractor and the ESFA.
- 12.7 Where a review, investigation or audit of a sample of the evidence which the Contractor is required to provide under the Contract to support the payments made by the ESFA and identifies errors in that evidence which it deems are material, the ESFA reserves the right at its absolute discretion to require the Contractor to carry out 100% audit of all or part of the Services and/or to recover from the Contractor an amount based on the error rate identified and the total value of the Contract. Such amounts may be recovered by making adjustments to data submitted by the Contractor under the Contract, or by raising an invoice for payment by the Contractor, or making deductions from future payments due to the Contractor under the Contract. Failure to settle such amounts by the Contractor will constitute a Serious Breach under Clause 20 of the Contract. The decision of the ESFA as to the amount of recovery under this Clause 12 is final.
- 12.8 All payments by the ESFA will be made via BACS.

12.9 The ESFA is generally unable to recover any Value Added Tax charged. The maximum sum payable under this Contract, as set out in Appendix 1 includes the cost of the service and any other VAT or taxes to be charged, where they apply.

12.10 Under the provision of Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by the ESFA and the supply by the person providing that education or vocational training, of any goods or services essential to that provision, is considered to be an exempt supply for VAT purposes.

13 REVIEW OF CONTRACTUAL PERFORMANCE AND RECONCILIATION OF CONTRACTS

13.1 Contractual performance and reconciliation will be carried out in accordance with the Funding Rules.

13.2 Where the Contractor's actual delivery will result or has already resulted in an overpayment to the Contractor by the ESFA, the ESFA will withhold from, or deduct the amount owed from, payments due to the Contractor under the Contract for current or subsequent months or years accordingly.

13.3 Where the Contractor's actual delivery has resulted in an underpayment to the Contractor by the ESFA, the ESFA will adjust the amount due to the Contractor accordingly. This adjustment shall not exceed the overall maximum value set out in Appendix 1 of this Contract.

13.4 Should there be an under or over payment to the Contractor, the ESFA may at their absolute discretion require a Contract variation.

13.5 A Contract review will take place at the end of the period of this Contract in respect of the Services specified in Appendix 1 of this Contract. The ESFA will notify the Contractor of the actual amount of money, which has been earned against the Services delivered, and compare this to the total profile payments made and to the overall maximum value specified in Appendix 1. At this stage final cash reconciliation will take place. Any overpayment made to the Contractor by the ESFA will be repayable within 30 days of receiving an invoice. The ESFA reserves the right to reduce future payments to recover any overpayments. The ESFA will pay any outstanding monies owed, up to the overall maximum value specified in Appendix 1 of this Contract, within 30 days of final reconciliation being completed.

13.6 The evidence required in respect of each Learning Programme is set out in the Funding Rules and the Contractor must retain such evidence for inspection on demand.

14 PROHIBITED ACTIVITIES

14.1 The Contractor shall not offer or give, or agree to give, to any member, employee or representative of the ESFA any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done

or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with the ESFA or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The Contractor's attention is drawn to the criminal offences created by the Bribery Act 2010. Any offence by the Contractor or its employees or by anyone acting on its behalf under the Bribery Act 2010 in relation to this or any Contract with the ESFA or Her Majesty's Government shall entitle the ESFA to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination and/or to recover from the Contractor the amount of value of any gift, consideration or commission.

14.2 The Contractor shall not enter into any Contract with any political or religious organisation using any funding provided by the ESFA under this Contract if the effect of that Contract would be to promote a particular political or religious point of view.

14.3 The Contractor shall not hold itself out as acting on behalf of the ESFA without the ESFA's permission.

15 DATA PROTECTION

15.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the ESFA is the Controller and the Contractor is the Processor and the Parties are referred to as such within this Clause 15. The only processing that the Processor is authorised to do is listed in Schedule 2.

15.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

15.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include;

15.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

15.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

15.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

15.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

15.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract;

15.4.1 process that Personal Data only in accordance with Schedule 2 unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data, unless prohibited by Law;

15.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject will not amount to approval by the Controller of the adequacy of the protective Measures), having taken into account the;

15.4.2.1 nature of the data to be protected;

15.4.2.2 harm that might result from a Data Loss Event;

15.4.2.3 state of technological development; and

15.4.2.4 cost of implementing any measures; ensure

that:

- (iii) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 2);
- (iv) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

15.4.3 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (v) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (vi) the Data Subject has enforceable rights and effective legal remedies;
- (vii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (viii) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

15.4.4 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

15.5 Subject to clause 15.6, the Processor shall notify the Controller immediately if it:

- (g) receives a Data Subject Request (or purported Data Subject Request) in relation to processing their data under this Contract only;
- (h) receives a request to rectify, block or erase any Personal Data. Notification in such cases should be given via the ILR;
- (i) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (j) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (k) receives a request from any third party for disclosure of Personal Data where compliance with such a request is required or purported to be required by Law; or
- (l) becomes aware of a Data Loss Event

- 15.8 The Processor's obligation to notify under Clause 15.5 shall include the provision of further information to the Controller in phases, as details become available.
- 15.9 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under Clause 15.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing;
- 15.7.6 the Controller with full details and copies of the complaint, communication or request;
- 15.7.7 such assistance as is reasonable required by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- 15.7.8 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- 15.7.9 assistance as required by the Controller following any Data Loss Event;
- 15.7.10 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any consultation by the Controller with the Information Commissioner's Office.
- 15.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 15. This requirement does not apply where the Processor employs fewer than 250 staff, unless;
- 15.8.4 the Controller determines that the processing is not occasional;
- 15.8.5 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of GDPR; or
- 15.8.6 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.12 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 15.13 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 15.14 Before allowing any sub-contractor ("sub-processor") to process any personal Data related to this Contract the Processor must;

- 15.11.5 notify the Controller in writing of the intended sub-contractor and processing;
- 15.11.6 obtain the written consent of the Controller;
- 15.11.7 enter into a written agreement with the sub-contractor which gives effect to the terms set out in this Clause 15 such that they apply to the sub-contractor; and
- 15.11.8 provide the Controller with such information regarding the subcontractor as the Controller may reasonably require.
- 15.17 The Processor shall remain fully liable for all acts or commissions of any of its sub-contractors.
- 15.18 The Controller may, at any time on not less than 30 Working Days' revise this Clause 15 by replacing it with any applicable controller or processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 15.19 The Parties agree to take into account any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working days' notice amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 15.20 Where the Contractor is providing the Services to Learners claiming out of work benefits, the Secretary of State for Work and Pensions (or their successor) is the Controller in relation to Personal Data which the Contractor is required to provide to the Secretary of State for Work and Pensions. This Clause 15 will be enforceable by the Secretary of State for Work and Pensions by the Contractor on their behalf.
- 15.21 Where the Contractor is providing Services to Learners who are subject to the active management of the Offender manager in respect of an order or licence the Secretary of State for Justice (or their successor) is the Controller in relation to Personal Data with the Contractor is required to provide to the Secretary of State for Justice.

16 SUBMISSION OF LEARNER DATA

- 16.1 The Contractor must supply the ESFA data on each individual learner, in accordance with the data collections framework set out in the 'ILR specification, validation rules and appendices 2018 to 2019' as amended and updated, which is published on the ESFA's website <https://www.gov.uk/government/publications/ilrspecification-validation-rules-and-appendices-2018-to-2019>

in accordance with the '*Provider Support Manual*' as amended and updated.

- 16.2 The Contractor must supply the ESFA with data in accordance with the following:
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- 16.2.1 in line with agreed audit arrangements;
 - 16.2.2 in adherence with the Data Protection Act;
 - 16.2.3 to support payments to be made;
 - 16.2.4 to enable reconciliation to take place; and
 - 16.2.5 to support the contract management and allocation processes.
- 16.3 Data collected must be transmitted to the ESFA through the ESFA's web portal <https://www.gov.uk/government/publications/ESFA-the-hub>. Access to the ESFA's web portal is restricted and the Contractor agrees to comply with the conditions of use regarding the supply of data to the ESFA set out in this Clause 16 and in 'Individualised Learner Record Specification 2018/19 and relevant Provider Support Manual as amended and updated available on the ESFA's web site.
- 16.4 The Contractor will only submit data to claim payments under this Contract when the evidence defined in the Funding Rules is available to verify the delivery of the service claimed.
- 16.5 The Contractor will endeavour to collect the full data set for each Learner and work with Learners to minimise the use of 'not knowns' or 'prefer not to say' options.
- 16.6 Where the ESFA is concerned about the quality of the data, including the completeness or accuracy of the data, provided by the Contractor, the ESFA may require the Contractor to supply data more frequently for such a period as the ESFA shall require.
- 16.7 The ESFA reserves the right to require the Contractor, at its own cost, to carry out such work as the ESFA deems necessary to improve the quality of data.
- 16.8 The ESFA reserves the right to suspend payments to the Contractor under the Contract where data quality gives rise to concern about the accuracy of the data provided by the Contractor.
- 16.9 Failure to transmit complete and accurate data to the ESFA in accordance with this Clause 16 will constitute a Serious Breach of Contract in accordance with Clause 20 of the Terms and Conditions of the Contract.
- 16.10 Where the Contractor is providing the Services to Learners claiming out of work benefits, it must provide data to the Secretary of State with responsibility for unemployment or their nominated representative in accordance with the requirements notified to the Contractor. Failure to transmit complete and accurate data under this Clause 16 will constitute a Serious Breach of Contract in accordance with Clause 20 of the General Terms and Conditions of the Contract and may result in payments for this part of the Services to be delayed or withheld.

16.11 The Contractor must update the course information funded by the ESFA at www.coursedirectoryproviderportal.org.uk in accordance with the course directory data requirements which can be found at <https://coursedirectoryproviderportal.org.uk/Help>.

16.12 The Contractor shall register with UKRLP and maintain contact details on an on-going basis. (<http://www.ukrlp.co.uk/>).

16.13 The Contractor must submit data about any member of its workforce delivering GCSE English and Maths in the format and to the timescales as required by the ESFA.

16.14 The Contractor shall complete the Supplementary Data submission to claim activity and costs not reportable through the ILR. The Supplementary Data must be transmitted to the ESFA through the ESFA's web portal: <https://www.gov.uk/government/publications/ESFA-the-hub>

17 QUALITY ASSURANCE AND RAISING STANDARDS

17.1 The Contractor undertakes to the ESFA that it has the resources and skills necessary to carry out the Contractor's obligations pursuant to this Contract.

17.2 The Contractor shall comply with the Funding Rules published by the ESFA as amended from time to time and any other requirements, which may from time to time be issued by the ESFA, Ofsted, the awarding bodies and other regulatory bodies and of which the Contractor is made aware.

17.3 The Contractor shall ensure that all activities carried out pursuant to this Contract shall be documented in accordance with the requirements of the ESFA and shall provide such documentation to them as the ESFA shall request from time to time.

17.4 The Contractor shall continuously seek to improve the Services and raise standards to benefit the Learner. The Contractor shall have the primary responsibility for improving standards and will need to demonstrate to the ESFA's satisfaction that it has an effective quality assurance system based on the implementation of its own quality improvement process. The ESFA reserves the right to require the Contractor to provide the ESFA or an Inspectorate evidence to support the quality improvement processes.

17.5 The Contractor shall use all reasonable endeavours to:

17.5.1 minimise dropout rates and deliver high completion and achievement rates and appropriate progression;

17.5.2 at least meet the minimum quality standards that apply to the appropriate Services purchased. These minimum quality standards will be set out by the ESFA;

17.5.3 ensure competent and appropriately qualified staff deliver and assess learning. The Contractor shall be responsible for the professional development and training of its staff;

- 17.5.4 offer equality of access to learning opportunities and close equality gaps in learning and outcomes;
 - 17.5.5 provide a safe, healthy and supportive environment, which meets the needs of Learners;
 - 17.5.6 provide good management and leadership of the learning process;
 - 17.5.7 deliver value for money and financial probity; and
 - 17.5.8 ensure all sub-contractors delivering Services under the Contract on behalf the Contractor comply with the requirements set out in 17.5.1 to 17.5.7 above.
- 17.6 Failure to meet the requirements set out in clauses 17.5.1 to 17.5.8 may result in the ESFA assessing the Contractor to be in Serious Breach of the Contract under Clause 20 of the Contract.
- 17.7 Where appropriate, the Contractor shall confirm in writing to the ESFA that their Centre Approval Status is still current. The written statement will need to confirm approved centre status for the specific Regulated Qualification Framework (RQF) titles and levels, including awarding body name(s). The Contractor must notify the ESFA immediately in writing if it receives any sanction from an awarding body.
- 17.8 The ESFA may assess the quality and delivery of the Services and the Contractor's compliance with the requirements in clause 17.5.1 to 17.5.8 during the term of the Contract. The Contractor will be informed of the outcome of that process. Where the ESFA assesses the Contractor to be in Serious Breach of Contract following such assessment the ESFA will issue a notice in accordance with clause 20.9 of the Contract which may:
- 17.8.1 require the Contractor to meet improvement indicators to improve the quality of its Services. The ESFA will meet with the Contractor to discuss and reach agreement on implementation of these actions and improvement indicators and to agree arrangements for monitoring and reviewing progress. In such cases reviews will take place at the frequency specified by the ESFA and in agreement with the Contractor;
 - 17.8.2 agree detailed improvement plans and measures that set out clearly the expected timescale for improvement;
 - 17.8.3 agree arrangements for more frequent monitoring of quality improvement plans.
- 17.9 As part of the delivery of the Services, The Contractor must provide high quality and easily accessible information and advice to help Learners to understand the opportunities and support available to them about education, training or connected matters (including employment);

- 17.9.1 Where one of the main objectives of the Services to be provided under this Contract is to deliver information and advice, the Contractor will have to have or attain the matrix Standard accreditation within six months of the Contract being awarded; and
- 17.9.2 If the information and advice is embedded as part of the delivery of the Services the Contractor should work towards achieving the matrix Standard accreditation within 12 months of the start of the Contract.
- 17.9.3 Where the Services are delivered by a sub-contractor on behalf of the Contractor, the requirements set out in clauses 17.9.1 and 17.9.2 must be applied to the sub-contractor. This does not apply where the Contractor retains responsibility for the delivery of information and advice to the Learners.
- 17.9.4 Once achieved, matrix Standard accreditation is valid for three years. As part of their accreditation the Contractor is required to successfully demonstrate their continuous improvement activities to their matrix Assessor through the use of the online Self Reflection Tool on an annual basis.
- 17.10 The Contractor must take all reasonable steps to meet the relevant requirements for data gathering for the FE Choices Performance Indicators as outlined currently at <https://www.gov.uk/government/collections/fe-choicesinformation-for-providers> and in any subsequent updates to these web pages.

Financial Health

- 17.11 The ESFA reserves the right to undertake a desk based assessment of financial health and control. Should the ESFA, at its absolute discretion, consider that the outcome of any financial health and/or control assessment is inadequate, the ESFA may, in its absolute discretion take one or more of the following actions:
- 17.11.1 require the Contractor to, and the Contractor shall, accept and comply with additional Contract obligations relating to the improvement of financial health and/or control arrangements;
- 17.11.2 require the Contractor to suspend the recruitment of Learners to the Services and/or cap any growth in Learner numbers;
- 17.11.3 give consideration to what changes, if any, are required in its allocations when finalising the amount of funding in any subsequent Contract between the parties; and/or
- 17.11.4 terminate in accordance with Clause 21.2.8
- 17.12 Where the Contractor fails to comply with requirements imposed under Clauses 17.11.1 and/or 17.11.2, the ESFA shall consider Termination under Clause 21.2.9

Ofsted Inspection

17.13 The ESFA may at their discretion agree a programme of support for the Contractor to assist it in taking action to improve the quality of the Services.

17.14 When the Contractor receives notification from Ofsted that the Services are to be inspected, the Contractor shall on request provide the ESFA with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of Ofsted. The Contractor must notify the ESFA of the date of the meeting at which Ofsted give feedback on the inspection and allow the ESFA's nominated representative to attend the meeting. The Contractor must confirm to the ESFA in writing the outcome of the inspection within 5 working days of receiving the feedback from Ofsted.

17.15 Ofsted may, at any time during the Term, undertake an inspection of the Contractor. The ESFA will consider the outcome of any such inspection as follows:

Inadequate in part

17.15.1 Ofsted has assessed the Services to be inadequate in any sector specific areas, the ESFA may, in its absolute discretion take one or more of the following actions:

17.15.1.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the Services assessed as inadequate; and/or

17.15.1.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as inadequate; and/or

17.15.1.3 give consideration to the Services which are assessed as inadequate in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or

17.15.1.4 reduce, suspend or recover payment to the Contractor in respect of that part of the Services assessed as inadequate; and/or

17.15.1.5 terminate in accordance with Clause 21.2.11

Inadequate overall

17.15.2 Where the ESFA is made aware that Ofsted has provisionally assessed the Services to be inadequate overall, the ESFA may, in its absolute discretion take one or more of the following actions:

- 17.15.2.1 require the Contractor to accept and comply with temporary additional Contract obligations relating to the improvement of the overall Services, including but not limited to, requiring the Contractor to temporarily suspend the recruitment of Learning and/or temporarily cap any growth in those Learning Programmes which are assessed as inadequate.
- 17.15.2.2 commence discussions with the Contractor and the Local Authority within whose area the Contractor is located, either with Ofsted or not, as part of considering what actions as specified in Clause 17.15.3 may be taken.
- 17.15.3 Where Ofsted has confirmed its assessment that the Services is inadequate overall, the ESFA may, in its absolute discretion take one or more of the following actions:
 - 17.15.3.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the overall Services; and/or
 - 17.15.3.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, those Learning Programmes which are assessed as inadequate; and/or
 - 17.15.3.3 give consideration to the assessment of inadequate in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or
 - 17.15.3.4 reduce, suspend or recover payment to the contractor; and/or
 - 17.15.3.5 terminate this Contract in accordance with Clause 21.2.11 (Termination).
- 17.15.4 The failure of the Contractor, as assessed by the ESFA, to comply with any requirements of Clauses 17.15.3.1 – 17.15.3.2 within such time as the ESFA may deem reasonable may lead to the ESFA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 21.2.11 (Termination).
- 17.15.5 The ESFA will take action based on Ofsted's provisional and confirmed outcomes as in Clauses 17.15.2 - 17.15.3 above. Where the ESFA is made aware that the Contractor has made a complaint about the graded outcome of the overall assessment by Ofsted, the ESFA will continue to progress action under Clause 17.15.2 -17.15.3

but will be mindful of the implications arising from the outcome of a complaint. The ESFA will review any decisions made at such time as outcomes of any complaint are made known.

Minimum standards

17.16 The ESFA may, at any time during the Term, undertake an assessment of the quality and delivery of the Services. Where the ESFA assesses that the Services, in whole or in part, fall below the required standards, the ESFA may, in its absolute discretion, take one or more of the following actions:

17.16.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the Services. Such conditions to apply until the Contractor can demonstrate the required improvement to the ESFA's absolute satisfaction; and/or

17.16.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, those Learning Programmes which are identified as below the required standards; and/or

17.16.3 give consideration to the Services which are below the required standards in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or

17.16.4 reduce, suspend or recover payment to the contractor in respect of that part of the Provision to which the failure to meet the required standards relate; and/or

17.16.5 terminate this Contract in accordance with Clause 21.2.12 (Termination) in full, or that part of the Provision failing to meet the required standards.

17.17 The failure of the Contractor, as assessed by the ESFA, to comply with any requirements of Clauses 17.16.1 – 17.16.2 within such time as the ESFA may deem reasonable may lead to the ESFA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 21.2.12 (Termination).

17.18 Where the Contractor sub-contracts any part of the Services under this Contract, the Contractor must ensure that the sub-contractor is able to meet the minimum quality standards and any other quality threshold required by the ESFA or identified through an inspection by Ofsted. The ESFA may request evidence from the Contractor that the Services delivered by the sub-Contractor meet the requirements of the Contract.

17.19 The Contractor shall for those staff delivering the services be responsible for their professional development and training and meeting any legal requirements to ensure that they are appropriately qualified and trained.

17A ADDITIONAL CONTRACTUAL OBLIGATIONS

17A.1 The ESFA reserves the right to impose additional contractual obligations where it considers it is necessary to do so to secure the delivery of education and training of a reasonable quality by the Contractor, or to ensure that the resources provided by the ESFA are being used effectively and efficiently or to require the Contractor to address concerns about its financial viability

18 FRAUD AND IRREGULARITY

18.1 The Contractor shall notify the ESFA immediately where it becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Contract including, but not limited to, cases of:

18.1.1 collusion with members of the staff of the ESFA or employees of the Department for Education;

18.1.2 computer fraud;

18.1.3 the submission to the ESFA of inaccurate, incomplete, misleading or falsified information for the purpose of a claim for funding;

18.1.4 fraud involving awarding bodies;

18.1.5 fraud involving sub-contractors;

provided that nothing in this Clause 18 shall require the Contractor to do anything, which may cause it to infringe any law.

18.2 Where the ESFA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Contract and payments made hereunder, the ESFA shall have the right of access to the Contractor's premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records including electronic records and to interview the Contractor's servants or agents engaged with the delivery of the Contract.

18.3 Where the ESFA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Contract or any other contract between the ESFA and the Contractor and payments made there under it shall have the right to suspend payments and/or require the Contractor to suspend recruitment of Learners under this Contract and any other Contract between the Parties.

18.4 The Parties shall co-operate in the identification of Learners who may be unlawfully claiming benefits. The ESFA may from time to time brief the Contractor as to the co-operation and assistance it reasonably requires including the provision of information regarding fraud by Learners. The ESFA shall provide a named contact or telephone answering machine for receiving such information.

19 PUBLICITY AND USE OF LOGOS

19.1 The Contractor will comply with the ESF programme publicity requirements set out in the Funding Rules. Failure to comply with these requirements will incur financial penalties from external auditors that the ESFA will recover from the Contractor.

20 BREACH

20.1 For the purpose of this Clause 20, the following definitions shall have the meanings set out below:

20.2 "Minor Breach" shall mean a delay or non-performance by either Party of its obligations under the Contract which does not materially, adversely or substantially affect the performance or delivery of the Service or the provision of a safe, healthy and supportive learning environment;

20.3 "Serious Breach" shall mean any breach defined as a Serious Breach in the Contract or any breach or breaches which adversely, materially or substantially affect the performance or delivery of the Services or compliance with the terms

and conditions of the Contract or the provision of a safe, healthy and supportive learning environment. Failure to comply with legislation, or actions or omissions by the Contractor that endanger the Health or Safety of Learners would constitute a Serious Breach.

20.4 For the avoidance of doubt:

- c) neither Party shall be liable for any Minor Breach or Serious Breach under this Clause 20, which occurs as a direct result of any act or omission by the other Party, its staff or agents;
- d) in the event of a breach the Party not in breach may enforce the Clauses in the Contract relating to breach even if it has not done so in the event of earlier breaches.

Minor Breach

20.13 Without prejudice to any other remedy, in the event of a Minor Breach, the Parties will adopt the following procedure:

20.14 The Party not in breach shall be entitled to serve written notice on the Party in breach, giving full details of the breach and requiring the other Party to remedy the breach within a specified period.

20.15 If the Party in breach fails to remedy the Minor Breach within the time specified in notice served under Clause 20.6 or such other period as may be agreed between the Parties it shall constitute a Serious Breach by the Party in breach.

Serious Breach

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- 20.16 Without prejudice to any other remedy, in the event of a Serious Breach, which is capable of remedy, the Parties shall adopt the following procedure:
- 20.17 The Party not in breach shall be entitled to serve written notice on the other Party giving full details of the breach and requiring the Party in breach to remedy the breach within a specified time period.
- 20.18 Where the ESFA has served a notice under clause 20.9 the ESFA has the right to require the Contractor to suspend the recruitment of Learners until the ESFA has confirmed that the breach has been remedied.
- 20.19 In the event that a Serious Breach of the Contract by the Contractor cannot be remedied within the period specified in the notice served under Clause 20.9 or such other period as may be agreed between the Parties the ESFA may cease funding the Contractor in respect of that part of the Service to which the Serious Breach relates.
- 20.20 In the event that any Serious Breach cannot be remedied at all or within the period specified in the notice served in accordance with Clause 20.9 or such other period as may be agreed between the Parties, the Party not in breach may at its sole discretion terminate the Contract or that part of the Service to which the breach relates with immediate effect on notice in writing to the other Party.

21 TERMINATION

21.1 The Contractor shall notify the ESFA in writing immediately upon the occurrence of any of the following events:

- 21.1.1 where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or it makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage their affairs; or
- 21.1.2 where the Contractor is not an individual but is a firm; or a number of persons acting together in any capacity; if any event in clauses 21.1.1 or 21.1.3 of this condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or
- 21.1.3 where the Contractor is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or management with its creditors, or an administrator, receiver or manager is appointed by the company, a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

21.2 The ESFA may terminate the Contract without liability to the Contractor by giving to the Contractor, or where relevant their representatives written notice, having effect immediately or after such periods as the ESFA may determine as follows;

21.2.1 Where any of the events in Clause 21.1 occur;

21.2.2 In accordance with Clause 20.8 (Serious Breach);

21.2.3 Where the Contractor is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;

21.2.4 In the event that the ESFA is of the reasonable opinion that the conduct of the Contractor amounts to a fundamental breach of the Contract which is incapable of remedy;

21.2.5 ceases to be on the Register of Training Organisations and/or the Register of Apprenticeship Training Providers maintained by the ESFA;

21.2.6 The Contractor or any employee shall have committed any offence under the Bribery Act 2010;

21.2.7 On the occurrence of the statutory provisos contained in regulation 73 (1) (a) to (c) of the Public Contracts Regulations 2015;

21.2.8 The outcome of any financial health and/or control assessment undertaken in relation to the Contractor is inadequate;

21.2.9 The Contractor fails to comply with requirements imposed under Clauses 17.11.1 and/or 17.11.2;

21.2.10 The Contractor fails to comply with requirements imposed under Clauses 17.15.3.1, and / or 17.15.3.2;

21.2.11 An Ofsted inspection results in the Services in part or overall thereof being assessed as inadequate;

21.2.12 the ESFA assesses that the Services delivered under this Contract, in whole or part, are below the minimum standards;

21.2.13 where the ESFA is in receipt of a notice from the Contractor, pursuant to Clause 5.16. and at its absolute discretion the ESFA is satisfied that the change of control will prejudice the Contractor's ability to deliver the Services.

21.3 In addition to the rights of termination under any this and any other clauses of this Contract, the ESFA shall be entitled to terminate this Contract in respect of all or part of the Service provided under the Contract by giving to the other not less than three months' notice to that effect without the need to give a reason for termination.

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- 21.4 Termination under Clause 21 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Contract.
- 21.5 Where the Contractor goes into administration or liquidation, the ESFA must be assumed to be a creditor of the Contractor. The Contractor must take steps to ensure that the ESFA is provided with details of the administrator or liquidator and receives notification of any creditors meetings. The ESFA will confirm whether in fact it is a creditor within 8 weeks of being notified that the Contractor is in administration or liquidation.
- 21.6 The Contractor shall upon termination of the Contract immediately deliver up to the ESFA all correspondence, documents, specification papers and other property belonging to the ESFA, which may be in its possession or under its control.
- 21.7 Notice of termination of the Contract under Clause 17, Clause 20 or this Clause 21 shall result in the Contractor being removed from the Register of Training Organisations and/or the Register of Apprenticeship Training Providers maintained by the ESFA.
- 21.8 The Contractor must not recruit new Learners after notice of termination of the Contract has been given under Clause 17, Clause 20 or this Clause 21. The ESFA will not be liable to make payments in respect of any Learners recruited in breach of this Clause.

22 TRANSFER OF RESPONSIBILITY AND TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 PROVISIONS ON EXPIRY OR TERMINATION

- 22.1A Where there are Transferring Former Supplier Employees (as defined in Schedule 1) between the Former Supplier (as defined in Schedule 1) and the Contractor, the provisions set out in Schedule 1 to this Contract shall apply.
- 22.1 The Parties agree that if upon termination of this Contract or any part of the Service being provided under the Contract, circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 2006 are applicable, the provisions of Schedule 1 shall apply.
- 22.2 The Parties agree that on termination or expiry of this Contract for any reason, the continuity of the Services is of paramount importance. The Contractor shall do its utmost to minimise disruption caused to Learners and to assist the implementation of any contingency plan proposed by the ESFA either prior to or after the termination or expiry of this Contract, to deal with the effects of such termination or expiry in so far as it is practicable to do so.
- 22.3 On termination or expiry of this Contract for any reason the Learner Files will become the property of the ESFA. The Contractor shall allow the ESFA his servants or agent to have access to its premises to remove Learner Files or

otherwise comply with a request by the ESFA to transfer Learner Files to any third party nominated by the ESFA.

22.4 The Contractor shall, at no cost to the ESFA, promptly provide such assistance and comply with such timetable as the ESFA may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Services (or its equivalent) upon the expiry or other termination of this Contract. The Contractor shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation. The ESFA shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Contract.

22.5 Such assistance may include, (without limitation) delivery of documents and data in the possession or control of the Contractor or its sub-contractors, which relate to performance, monitoring, management and reporting of the Programme, including the documents and data, if any, referred to in the Schedules.

22.6 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the ESFA to ensure an orderly transfer of responsibility for provision of the Services.

23 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or failure to meet its obligations under this Contract due to any cause outside its reasonable control, including (without limitation), inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure or fire. If performance of the service is substantially prevented for a continuous period of 6 months by virtue of any of the aforesaid events, then either party may terminate this Contract by written notice to the other.

24 PUBLIC REPUTATIONS OF THE PARTIES/PRESS RELEASES

24.1 Both Parties recognise their respective public reputations and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.

24.2 The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the approval of each Party which shall not be unreasonably withheld or delayed.

25 NOT USED 26 RETENTION OF DOCUMENTS

26.1 The Contractor must retain the documentation to verify the delivery of the Services as set out in the Funding Rules.

26.2 Without prejudice to any of the other rights under the Contract to recover funds, the ESFA will be entitled to recover from the Contractor any sums which it is required to repay to the European Social Fund as a result of the Contractor's failure to comply with this Clause 26.

26.3 The provisions of this Clause 26 shall apply during the continuance of this Contract and after its termination howsoever arising.

27 STATUS OF CONTRACT

27.1 Nothing in this Contract shall have the effect of making the Contractor, the servant or agent of the ESFA, the Contractor (if an individual) represents that he is regarded by both the Inland Revenue and the Department for Work and Pensions as self-employed and accordingly shall indemnify the ESFA against tax, national insurance contributions or similar imposed for which the ESFA may be liable in respect of the Contractor by reason of this Contract.

28 WAIVER

28.1 No failure or delay on the part of either Party hereto to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

29 THIRD PARTY RIGHTS

29.1 Save as specifically provided in the Contract none of the terms of this Contract are intended to be enforceable by any Learner or other third party.

30 NOTICE

30.1 Any notice or other document to be given under this Contract shall be in writing and shall be deemed to have been duly given if left at or sent by first class post by Royal Mail Special Delivery or other fast postal service or by facsimile or other electronic media to a Party at the address or relevant telecommunications number for such Party or such other address as the Party may from time to time designate by written notice to the other.

30.2 All such notices and documents shall be in the English language. Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or on the day of delivery or where notice is given by facsimile or other electronic media, on the working day following the delivery or transmission provided that a printed report is obtained confirming successful transmission or if the addressee acknowledges receipt. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

31 GOVERNING / JURISDICTION

31.1 This Contract shall be governed by and construed in accordance with English Law.

32 DISPUTE RESOLUTION

- 32.1 Any dispute, difference or question arising between the Parties either during the currency of the Contract or afterwards shall be referred to the nominated contacts for the ESFA and the Contractor for discussion and review in order to try to resolve the same.
- 32.2 In the event of the nominated contacts being unable to resolve the relevant issue, either party may request in writing that the matter is referred to the ESFA's nominated representative and the Contractor's representative nominated for this purpose (jointly "the Dispute Resolution Panel") for formal review and consideration. Any request for referral to the Dispute Resolution Panel must include details of the dispute and any proposals to resolve it.
- 32.3 The Dispute Resolution Panel must meet within 28 days of receiving a request for referral made in accordance with Clause 32.2 above.

33 FEEDBACK AND COMPLAINTS

- 33.1 The primary responsibility for receiving feedback and investigating complaints promptly and thoroughly in respect of the Services shall rest with the Contractor shall have procedures in place, which are acceptable to the ESFA, to gather and act upon feedback and complaints from Learners and/or their representatives and employers and the wider community.
- 33.2 The Contractor must ensure that Learners are made aware of its procedure for dealing with complaints and that the procedure is clear and accessible to Learners who wish to complain.
- 33.3 The Contractor shall be responsible for resolving complaints in accordance with its own procedures and any guidance issued by the ESFA.
- 33.4 Where a complaint has not been resolved to the satisfaction of the complainant the Contractor will advise the complainant of his or her right to complain to the ESFA and co-operate with any investigation carried out by the ESFA and act on any recommendations made by the ESFA following the investigation.

34 STATE AID

- 34.1 The Contractor should satisfy itself, if the European rules on State Aid apply to the Services delivered under this Contract and comply with the programme requirements set out in the Funding Rules.
- 34.2 Where the rules on State Aid apply, the ESFA will supply to the Contractor details of the records that the Contractor will need to collect and retain.
- 34.3 The ESFA reserves the right to require the Contractor to obtain a contribution towards the cost of the Services delivered under this Contract from the employer of any participant. Where a contribution is required, the ESFA will confirm to the Contractor in writing the exact percentage of the contribution.

34.4 Where ESFA requires the Contractor to obtain a contribution towards the cost of the Services under Clause 34.3 above, the Contractor must provide evidence that the contribution has been received.

34.5 In the event that any funding paid under this Contract is deemed to constitute unlawful state aid the ESFA reserves the right to require immediate repayment of any such funding.

36 INTELLECTUAL PROPERTY RIGHTS

35.1 Definitions

“Background Intellectual Property”

Any Intellectual Property, other than Foreground Intellectual Property, which is used in performing the Services or comprises part of the Work;

“Confidential Information”

Includes all designs, drawings, data, specifications and all other technical business and similar information relating to the Services including all readable or computer or other machine readable data or material and any material relating to or comprising software which may be part of the provision of the Services;

“Foreground Intellectual Property”

Is any Intellectual Property that arises or is obtained or developed by, or on behalf of, the Contractor in respect of the Work in the course of or in connection with the provision of the Services excluding Learner Files; **“Intellectual Property”**

Is any patent, registered design, copyright, database right, design right, topography right, trade mark, trade name, application to register any of the aforementioned rights, trade secret, inventions, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world including, without limitation:

- (d) any renewals, revisions and extensions created or provided by the laws of any country;
- (e) all rights of action and remedies (including but not limited to an injunction, damages and/or an account of profits) in relation to past infringements; and
- (f) the right to apply for registration of any such rights in any country of the world;

“Work”

Means all materials created by the Contractor as a result of the provision of the Services including Confidential Information.

35.2 In consideration of the ESFA making the payments to the Contractor in connection with the Services the Contractor hereby grants (and, where relevant, shall procure from any necessary third parties the grant) to the ESFA a non-exclusive, irrevocable, worldwide, royalty-free licence (with the right to license others) of any of the Contractor's Foreground Intellectual Property that the ESFA may reasonably require to be able fully to exploit, develop and commercialise the results of the Services, including, without limitation, the Work.

35.3 The provisions of this Clause 35 shall apply during the continuance of this Contract and after its termination howsoever arising.

36 DISPOSAL OF ASSETS AND CHANGE OF USE

36.1 In respect of Assets whose value exceeds £2,500 including VAT the following provisions shall apply.

36.2 For the purposes of this section:

- e) ‘Asset’ shall mean any property, real or personal, tangible or intangible;
- f) an Asset shall be considered to have been financed by the ESFA if it has been acquired wholly or partly with funds provided by the ESFA;
- g) the use of any Asset shall be considered to have changed if the Contractor uses it for any purpose other than for the provision or connected with the provision of Services under the Contract;
- h) ‘the appropriate proportion thereof’ shall be the proportion represented by the amount of funding provided by the ESFA to acquire, develop or improve an asset in relation to the entire price paid for its acquisition, or its market value when its development or improvement have been completed.

36.10 The Contractor shall ensure that any Asset financed by the ESFA is adequately insured.

36.11 The Contractor shall inform the ESFA if it proposes to dispose of, or change the use of, any Asset that has been financed by the ESFA.

36.12 The Contractor shall not dispose of any Asset financed by monies provided by the ESFA unless it has first obtained the written consent of the ESFA to such a disposal.

36.13 Where the Contractor disposes of the Asset it shall pay to the ESFA whichever is the greater either the amount of funding provided by the ESFA in respect of the Asset or the net proceeds of any disposal of an

Asset, or the appropriate proportion thereof, to the ESFA unless otherwise agreed with the ESFA.

36.14 If the Contractor changes the use of any such Asset it will be treated as a disposal and the Contractor shall make a payment to the ESFA in accordance with Clause 36.6 above.

36.15 In the event of the Contractor being taken over, merging or going into liquidation, all Assets financed by the ESFA, or the equivalent portion of their market value, will become the property of the ESFA.

36.16 The provisions of this Clause 36 shall apply during the continuance of this Contract and after its termination howsoever arising. The ESFA shall reserve the right to decide when its interest in Assets financed by the ESFA under the terms of the Contract shall cease.

38 HEADINGS

37.1 The headings to conditions shall not affect their interpretation.

38 ENTIRE CONTRACT / AMENDMENTS

38.1 The Contract shall comprise the following:

Terms and Conditions

Appendix 1 & Appendix 2

Schedule 1 Staff Transfer

Schedule 2 Processing, Personal Data and Data Subjects

The Specification

The Contractor's response to the Specification including the Delivery Plan

Funding Rules

The 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements

The European Social Fund Operational Programme 2014-2020

38.2 This Contract constitutes the entire Contract between the Parties and shall not be varied except by an instrument in writing signed by the Parties.

APPENDIX 1 - SUMMARY OF FUNDING

Organisation Name:	MARTINEX LIMITED				
UKPRN:	10000994				
	Contract Ref	Start Date	End Date	Maximum Contract Values	
SUPPORTING NEETS - London (West)	ESF-5088	01/04/2019	31/07/2021	£1,729,000	
Total Funding for this contract					£1,729,000
Education and Skills Funding Agency	Appendix 1		Master Contract ref: ESFA-15065		

Date: Thursday, May 2, 2019 11:55 AM

Funding Agreement

SUPPORTING NEETS - London (West) *London LEP*



Provider: MARTINEX LIMITED

UKPRN: 10000994

Master Contract Ref: ESFA-15065

Start Date: 01/04/2019

End Date: 31/07/2021

Contract Ref: ESF-5088

Tender Specification Ref: itt_30400

Lot Ref: R22304

Specification Title: NEET

Agreement: 23S17C02087

LEP: London LEP

(Appendix 2)

	Unit Cost	Total	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019
ST01 Learner Assessment and Plan	£200	£219,600		£0		£6,400	£8,600	£11,000	£11,000	£11,000	£11,000	£11,000	£11,000	£6,600

		1,098		0		32	43	55	55	55	55	55	55	33
RQ01 Regulated Learning	N/A	£585,825		£0		£5,858	£11,715	£17,575	£23,433	£17,575	£23,433	£17,575	£23,433	£17,575
NR01 Non Regulated Activity	N/A	£585,825		£0		£5,858	£11,715	£17,575	£23,433	£17,575	£23,433	£17,575	£23,433	£17,575
PG01 Progression Paid Employment (EMP)	£750	£82,500		£0		£0	£750	£1,500	£1,500	£3,000	£3,000	£3,750	£3,750	£3,000
		110		0		0	1	2	2	4	4	5	5	4
PG03 Progression Education (EDU)	£500	£186,500		£0		£0	£1,500	£3,500	£3,500	£5,500	£7,500	£7,500	£7,500	£7,500
		373		0		0	3	7	7	11	15	15	15	15
PG04 Progression Apprenticeship (EDU)	£750	£41,250		£0		£0	£0	£0	£1,500	£1,500	£3,000	£1,500	£1,500	£1,500
		55		0		0	0	0	2	2	4	2	2	2
PG05 Progression Traineeship (EDU)	£500	£27,500		£0		£0	£0	£0	£1,000	£1,000	£2,000	£1,000	£1,000	£1,000
		55		0		0	0	0	2	2	4	2	2	2

Total Funding		£1,729,000		£0		£18,116	£34,280	£51,150	£65,366	£57,150	£73,366	£59,900	£71,616	£54,750
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Funding Agreement (Appendix 2)

SUPPORTING NEETS - London (West) *London LEP*

Provider: MARTINEX LIMITED

UKPRN: 10000994

Master Contract Ref: ESFA-15065

Start Date: 01/04/2019

End Date: 31/07/2021

Contract Ref: ESF-5088

Tender Specification Ref: itt_30400

Lot Ref: R22304

Specification Title: NEET

Agreement: 23S17C02087

LEP: London LEP

	Unit Cost	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020
ST01 Learner Assessment and Plan	£200	£11,000	£11,000	£11,000	£11,000	£11,000	£11,000	£11,000	£11,000	£11,000	£11,000	£11,000	£11,000
		55	55	55	55	55	55	55	55	55	55	55	55
RQ01 Regulated Learning	N/A	£23,433	£11,717	£17,575	£23,433	£17,575	£23,433	£17,575	£23,433	£17,575	£23,433	£17,575	£23,433
NR01 Non Regulated Activity	N/A	£23,433	£11,717	£17,575	£23,433	£17,575	£23,433	£17,575	£23,433	£17,575	£23,433	£17,575	£23,433
PG01 Progression Paid Employment (EMP)	£750	£3,000	£3,000	£3,000	£3,000	£3,000	£3,750	£3,000	£3,750	£3,000	£3,750	£3,000	£3,750
		4	4	4	4	4	5	4	5	4	5	4	5

PG03 Progression Education (EDU)	£500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500
		15	15	15	15	15	15	15	15	15	15	15	15
PG04 Progression Apprenticeship (EDU)	£750	£2,250	£1,500	£1,500	£1,500	£1,500	£1,500	£1,500	£1,500	£3,000	£1,500	£1,500	£1,500
		3	2	2	2	2	2	2	2	4	2	2	2
PG05 Progression Traineeship (EDU)	£500	£1,500	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000	£2,000	£1,000	£1,000	£1,000
		3	2	2	2	2	2	2	2	4	2	2	2
Total Funding		£72,116	£47,434	£59,150	£70,866	£59,150	£71,616	£59,150	£71,616	£61,650	£71,616	£59,150	£71,616

Funding Agreement (Appendix 2)

SUPPORTING NEETS - London (West) London LEP

Provider:	MARTINEX LIMITED	UKPRN:	10000994
Master Contract Ref:	ESFA-15065	Start Date:	01/04/2019
Contract Ref:	ESF-5088	Tender Specification Ref:	itt_30400
Specification Title:	NEET	End Date:	31/07/2021
LEP:	London LEP	Lot Ref:	R22304
		Agreement:	23S17C02087

Unit Cost	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021
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ST01 Learner Assessment and Plan	£200	£0	£0	£0	£0	£0	£0	£0					
		0	0	0	0	0	0	0					
RQ01 Regulated Learning	N/A	£29,291	£23,433	£29,291	£23,433	£29,291	£23,433	£29,291					
NR01 Non Regulated Activity	N/A	£29,291	£23,433	£29,291	£23,433	£29,291	£23,433	£29,291					
PG01 Progression Paid Employment (EMP)	£750	£3,000	£3,750	£3,000	£3,750	£3,000	£3,750	£3,000					
		4	5	4	5	4	5	4					
PG03 Progression Education (EDU)	£500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500	£7,500					
		15	15	15	15	15	15	15					
PG04 Progression Apprenticeship (EDU)	£750	£1,500	£1,500	£1,500	£1,500	£1,500	£1,500	£1,500					
		2	2	2	2	2	2	2					
PG05 Progression Traineeship (EDU)	£500	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000					

		2	2	2	2	2	2	2					
Total Funding		£71,582	£60,616	£71,582	£60,616	£71,582	£60,616	£71,582					

SCHEDULE 1 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 AND PENSIONS ASPECTS

STAFF TRANSFER

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Admission Agreement”	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
“Eligible Employee”	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
“Fair Deal Employees”	those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Schedule 9.1 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
“Former Supplier”	a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any subcontractor of any such sub-contractor);
“New Fair Deal”	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
“Notified Sub-	a sub-contractor identified in the Annex to this

contractor”	Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
“Replacement Sub-contractor”	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such sub-contractor);
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relevant Transfer Date”	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
“Schemes”	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “Alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
“Service Transfer Date”	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
“Staffing Information”	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: (k) their ages, dates of commencement of employment or engagement, gender and place of work;

- (l) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (m) the identity of the employer or relevant contracting Party;
- (n) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (o) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (p) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (q) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (r) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (s) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (t) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**"Supplier's Final
Supplier
Personnel List"**

**"Supplier's
Provisional Supplier
Personnel List"**

**“Transferring
Authority
Employees”**

those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;

**“Transferring
Former Supplier
Employees”**

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and

**“Transferring
Supplier
Employees”**

those employees of the Supplier and/or the Supplier’s sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2 INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

PART A: NOT USED

ANNEX TO PART A: NOT USED

PART B: Transferring Former Supplier Employees at commencement of Services

1 RELEVANT TRANSFERS

1.1 The Authority and the Supplier agree that:

- (c) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- (d) as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2 FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

- (g) any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- (h) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (iii) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

- (iv) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- (i) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (iii) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (iv) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- (j) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- (k) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (l) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any sub-contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- (c) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
- (d) arising from the failure by the Supplier and/or any sub-contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- (c) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
- (d) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.6 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.7 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):

- (d) no such offer of employment has been made;
- (e) such offer has been made but not accepted; or
- (f) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against all

Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.6:

(c) shall not apply to:

(i) any claim for:

(C) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(D) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any sub-contractor; or

(ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and

(d) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Effective Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under the Law.

3 SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

(j) any act or omission by the Supplier or any sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

- (k) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (iii) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (iv) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (l) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (m) any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (n) any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- (o) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (iii) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (iv) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates

to financial obligations arising on or after the Relevant Transfer Date;

- (p) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- (q) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- (r) a failure by the Supplier or any sub-contractor to comply with its obligations under Paragraph 2.8 above

3.4 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.5 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4 INFORMATION

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The

Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Supplier shall, and shall procure that each sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- (d) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- (e) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- (f) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (d) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6 PROCUREMENT OBLIGATIONS

Notwithstanding any other provisions of this Part B, where in this Part B the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7 PENSIONS

The Supplier shall, and shall procure that each sub-contractor shall, comply with the pensions provisions in the following Annex.

ANNEX TO PART B PENSIONS

1 PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Authority:

- (d) undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
- (e) agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Authority if the Supplier breaches any obligations it has under the Admission Agreement; and
- (f) agree that notwithstanding sub-paragraph (b) the Supplier shall notify the Authority in the event that it breaches any obligation it has under the Admission Agreement and when it intends to remedy such breaches.

1.3 The Supplier shall bear its own costs and all costs that the Authority reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current Civil Service pensions administrator onboarding costs

2 FUTURE SERVICE BENEFITS

2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3 FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the nonpayment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4 PROVISION OF INFORMATION

The Supplier and the Authority respectively undertake to each other:

- (c) to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- (d) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5 INDEMNITY

The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6 EMPLOYER OBLIGATION

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

7 SUBSEQUENT TRANSFERS

The Supplier shall:

- (d) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- (e) provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- (f) for the applicable period either
 - (i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or
 - (ii) after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8 BULK TRANSFER

Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- (e) fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- (f) instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- (g) allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the

Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

- (h) indemnify the Customer on demand for any failure to pay the Shortfall as required under sub-paragraph (c) above.

PART C: No transfer of employees at commencement of Services

2 PROCEDURE IN THE EVENT OF TRANSFER

1.1 *The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.*

1.2 *If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:*

(c) the Supplier shall, and shall procure that the relevant sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and

(d) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.5 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the sub-contractor shall, immediately release the person from his/her employment or alleged employment.

1.6 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):

(c) no such offer of employment has been made;

(d) such offer has been made but not accepted; or (c) the situation has not otherwise been resolved,

the Supplier and/or the sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2 INDEMNITIES

2.1 Subject to the Supplier and/or the relevant sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:

- (c) indemnify the Supplier and/or the relevant sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (d) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.5 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the sub-contractor (as appropriate) and the Supplier shall, or shall procure that the sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.6 Where any person remains employed by the Supplier and/or any sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the subcontractor.

2.7 The indemnities in Paragraph 2.1:

- (c) shall not apply to:
 - (i) any claim for:
 - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or any sub-contractor neglected to follow a fair dismissal procedure; and
- (d) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Effective Date.

3 PROCUREMENT OBLIGATIONS

Where in this Part C the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D: Employment Exit Provisions

3 PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- (e) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
- (f) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (g) the date which is 12 months before the end of the Term; and
- (h) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:

- (c) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- (d) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.6 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.7 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.8 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- (g) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (h) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
- (i) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (j) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- (k) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (l) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each subcontractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- (e) the numbers of employees engaged in providing the Services;
- (f) the percentage of time spent by each employee engaged in providing the Services;
- (g) the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Call Off Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part B of this Call Off Schedule 10 (as appropriate); and

- (h) a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (g) the most recent month's copy pay slip data;
- (h) details of cumulative pay for tax and pension purposes;
- (i) details of cumulative tax paid;
- (j) tax code;
- (k) details of any voluntary deductions from pay; and
- (l) bank/building society account details for payroll purposes.

2 EMPLOYMENT REGULATIONS EXIT PROVISIONS

2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

- (h) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- (i) the breach or non-observance by the Supplier or any sub-contractor occurring on or before the Service Transfer Date of:
 - (iii) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (iv) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any sub-contractor is contractually bound to honour;
- (j) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (k) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (iii) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory

authority relates to financial obligations arising on and before the Service Transfer Date; and

- (iv) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel list, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (l) a failure of the Supplier or any sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- (m) any claim made by or in respect of any person employed or formerly employed by the Supplier or any sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (n) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (c) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

- (d) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any sub-contractor to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- (c) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (d) the Supplier may offer (or may procure that a sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.8 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.9 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

- (d) no such offer of employment has been made;
- (e) such offer has been made but not accepted; or
- (f) the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Subcontractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.10 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-

contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.11 The indemnity in Paragraph 2.8:

(c) shall not apply to:

(i) any claim for:

(C) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(D) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

(ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

(d) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.

2.12 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.13 The Supplier shall comply, and shall procure that each sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (c) the Supplier and/or any sub-contractor; and
- (d) the Replacement Supplier and/or the Replacement Sub-contractor.

2.14 The Supplier shall, and shall procure that each sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each sub-contractor in writing such information as is necessary to enable the Supplier and each sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.15 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any

Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (i) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- (j) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (iii) any collective agreement applicable to the Transferring Supplier
Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (iv) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- (k) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (l) any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or

working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

- (m) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- (n) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (iii) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
- (iv) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (o) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (p) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement

Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS

APPENDIX G TO CLAUSE 1 OF SCHEDULE 1

TRANSFER VALUES

Bulk transfer values will be inserted in the Contract prior to signing.

Schedule 2

Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	The subject matter is the personal data of Learners on education or training programmes administered by the ESFA that are subject to this Contract as defined in the ESFA privacy notice and ILR specification and its appendices. https://www.gov.uk/government/publications/esfa-privacy-notice https://www.gov.uk/government/collections/individualised-learnerrecord-ilr
Duration of the Processing	The duration of the Processing covers the data returns to the ESFA as defined in Appendix A of the ILR specification to enable funding and audit of the learning programmes defined in this Contract. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr
Nature and purposes of the Processing	The nature and purposes of the processing is defined in the ESFA privacy notice. https://www.gov.uk/government/publications/esfa-privacy-notice The Contractor will be required to submit the data to the ESFA as set out in Clause 16 Submission of Learner Data of this Contract.
Type of personal data	The personal data to be processed is defined in the ILR specification. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr
Categories of data subject	The data subjects are Learners on education or training programmes administered by the ESFA that are subject to this Contract.

Description	Details
Retention and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Information on how the data must be supplied to the ESFA is detailed in the ILR specification and its appendices. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr For the purposes of both the DfE and the Department for Work & Pensions as data controllers of the data, the Contractor is required to retain the data for the funding and audit purposes set out in this Contract until 31 December 2030 The Contractor (and any other data controller) is responsible for determining any further need to process the data, including its retention, prior to secure destruction.

Schedule 2

Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	The subject matter is the personal data of Learners on education or training programmes administered by the ESFA that are subject to this Contract as defined in the ESFA privacy notice and ILR specification and its appendices. https://www.gov.uk/government/publications/esfa-privacy-notice https://www.gov.uk/government/collections/individualised-learnerrecord-ilr
Duration of the Processing	The duration of the Processing covers the data returns to the ESFA as defined in Appendix A of the ILR specification to enable funding and audit of the learning programmes defined in this Contract. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr
Nature and purposes of the Processing	The nature and purposes of the processing is defined in the ESFA privacy notice. https://www.gov.uk/government/publications/esfa-privacy-notice The Contractor will be required to submit the data to the ESFA as set out in Clause 16 Submission of Learner Data of this Contract.
Type of personal data	The personal data to be processed is defined in the ILR specification. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr
Categories of data subject	The data subjects are Learners on education or training programmes administered by the ESFA that are subject to this

	Contract.
Description	Details
Retention and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Information on how the data must be supplied to the ESFA is detailed in the ILR specification and its appendices. https://www.gov.uk/government/collections/individualised-learnerrecord-ilr For the purposes of both the DfE and the Department for Work & Pensions as data controllers of the data, the Contractor is required to retain the data for the funding and audit purposes set out in this Contract until 31 December 2030 The Contractor (and any other data controller) is responsible for determining any further need to process the data, including its retention, prior to secure destruction.

SPECIFICATION

INVITATION TO TENDER: 30400

**SUPPLY OF SUPPORT FOR INDIVIDUALS WHO ARE NEET
OR AT RISK OF NEET**

DATE: August 2018

NEET SPECIFICATION
DEFINITION OF TERMS

At risk of becoming NEET: refers to a Young Person whom the Contractor has determined is at risk of becoming NEET in accordance with clause [3 and 4].

Basic Skills: means one or more of the following: literacy (English); numeracy (maths) or ESOL (where English is not the participant's 'mother tongue') (at entry level or above).

Contract: has the meaning given in the terms and conditions of contract.

Contract Period: has the meaning given in the Contract.

Contractor: means the contractor who is appointed to supply the Services in a Lot Area.

Conversion Rates: means the rates at which the ESFA expects Participants should be able to achieve the Progression Outcomes as described in Table B.

Disability: The main national definition is as defined in section 6 of the Equality Act 2010. See link. <https://www.gov.uk/definition-of-disability-under-equality-act-2010>. It refers to a person who: (i) has a physical or mental impairment; and (ii) the impairment has a substantial and long term negative effect on a person's ability to carry out normal day to day activities.

Disabled: means a person with a Disability.

Eligible: refers to a Young Person who meets the Eligibility Criteria and is otherwise eligible to receive the Services.

Eligibility Criteria: the eligibility criteria set out in European Social Fund Programme for England 2014-2020 National Eligibility Rules, linked here: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/626878/ESF_national_eligibility_rules.pdf which describe the criteria for assessing whether an individual is entitled to receive the benefit of the Services.

Employed: People are employed if they perform work for pay, profit or family gain. People are self-employed if they work in his/her own business for the purpose of earning a profit, even if they are not making a profit or are just setting it up. This also includes individuals on zero hour contracts.

Evidence Requirements: means the requirements set out in Funding Rules 2014/2020 ESF Programme ESF Specification Deliverables Requirements.

Funding Rules: The document that sets out the funding and performance management rules for the European Social Fund (ESF) 2014 to 2020 Programme for contracts operating from 1 April 2019.

IAG: Information, advice and guidance service offered to Participants by the Contractor as part of the Services.

ILP means an individual learning plan.

LARS: means the Learning Aims Reference Service as described here <https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx>

LEP: has the meaning given in the Contract.

Less Developed Area: a region where GDP per capita is less than 75% of the EU-27 average

Lot Area: the geographical area in which the Services are required to be delivered.

Maximum Contract Value: means the maximum amount which the Contractor may be paid by the ESFA under this Contract per Lot Area, as specified in Part 5.

More Developed Area: a region where GDP per capita is above 90% of the EU-27 average

http://ec.europa.eu/eurostat/statisticsexplained/index.php?title=National_accounts_and_GDP

NEET: refers to a person who is not in employment, education or training.

Non-regulated Activity: means those activities listed as not being regulated in the LARS <https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx>

Outcome: means:

- i. a Participant Assessment and ILP Outcome (ST01);
- ii. a Regulated Learning Outcome (RQ01);
- iii. a Non Regulated Activity Outcome (NR01);
- iv. a Progression Paid Employment Outcome (PG01);
- v. a Progression Education Outcome (PG03);
- vi. a Progression Apprenticeship Outcome (PG04); or
- vii. a Progression Traineeship Outcome (PG05)

each as more particularly described in the Evidence Requirements

Outcome Payment: means the payment to be made by the ESFA to the Contractor per Outcome achieved by the Participant (subject to the Contractor achieving the Evidence Requirements) in accordance with the Contract.

Participant: means a Young Person who receives the Services in the Lot Area in accordance with the Contract.

Progression Outcome: means any one of: a Progression Paid Employment Outcome (PG01), a Progression Education Outcome (PG03), a Progression

Apprenticeship Outcome (PG04) or a Progression Traineeship Outcome (PG05), each as more particularly described in the Evidence Requirements.

Priority Axis: means an Investment Priority. Each Priority Axis of the Operational Programme for ESF brings together one or more Investment Priorities. The Investment Priorities are set out in the ESF 2014-2020 Operational Programme:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/461596/ESF Operational Programme 2014 - 2020 V.01.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/461596/ESF_Operational_Programme_2014_-_2020_V.01.pdf)

Qualifications: Qualification means a formal outcome assessment and validation process which is obtained when a competent body determines that an individual has achieved learning outcomes to given standards.

Regulated Learning: means those aims listed as regulated in the LARS :

<https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx>

Service Commencement Date: has the meaning given in the Contract.

Services: The provision of education, training or support to Participants in the Lot Area in accordance with the Contract so as to achieve one or more Outcomes in respect of Participants.

Survey: Where applicable, long term sustained outcomes, over 6 months will be monitored separately. Some ESF indicators will be collected by survey by the ESF Managing Authority directly from the Participants.

Supplementary Data Returns: means the return to claim funding based on information not collected through the Individualised Learner Record (ILR). <https://www.gov.uk/government/publications/sfa-supplementary-datacollection>

Transition Area: a region where GDP per capita is between 75% and 90% of the EU-27 average

http://ec.europa.eu/eurostat/statisticsexplained/index.php?title=National_accounts_and_GDP

Young Person/Young People means a person who is aged 15 years to 24 years.

PART 1: SERVICE REQUIREMENTS

1. The Contractor shall:
 - a. ensure that it is fully resourced to commence delivery of the Services on the Services Commencement Date; and
 - b. commence delivery of the Services immediately with effect from the Service Commencement Date.
 - c. Ensure that where subcontractors are used, they are fully resourced and staffed to perform their elements of the Services.
2. The Contractor maintain a physical operational base within the Lot Area

throughout the Contract Period and shall otherwise ensure it is able to provide Services to the whole of the Lot Area.

3. The Contractor shall provide the Services to Participants. A Participant is a Young Person who:

- a. is NEET or at risk of becoming NEET; and
- b. meets the Eligibility Criteria.

4. The Contractor may determine that a Young Person is At risk of becoming NEET, where:

- a. the Contractor has first consulted with a recognised third party or institution associated with that Young Person, including (but not limited to) a school, employer, training provider, educator or local authority; and
- b. as a result of that consultation, there is a reasonable basis for concluding that the Young Person is At risk of becoming NEET.

5. The Contractor shall keep a record of any determination that a Young Person is At risk of becoming NEET and provide it to the ESFA on request.

Management and quality assurance

6. The Contractor shall put in place and maintain effective management arrangements throughout the Contract Period. The Contractor's management arrangements shall include (without limitation) arrangements to ensure that:

- a. the Services are delivered in accordance with the Contract;
- b. the needs of Participants are fulfilled;
- c. the Services are delivered to a high quality throughout the Contract Period; and
- d. effective quality assurance and improvement processes are in place.

7. The Contractor shall ensure that the Services are flexible and responsive to local conditions, the changing economic and political landscape and take into consideration that the Services may need to change during the life of the Contract. The Contractor shall make such changes to the Services as may be required by ESFA from time to time to reflect such changes.

Partnership working

8. The Contractor shall ensure that the Services complement and avoid duplication with similar existing provision, including (but not limited to) services offered to Participants by the CFO Co-financing, Department for Work and Pensions, Big Lottery, Mayoral Combined Authority, Education and Skills

Funding Agency, local authorities, National Careers Service and the Careers Enterprise Company funded provision.

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9. The Contractor shall engage with and use reasonable endeavours to work in partnership with:
- a. the LEP;
 - b. other organisations delivering similar education and training in the Lot Area;
 - c. every local authority in the Lot Area. This will include identifying internal links across different departments of the local authority; and
 - d. other local stakeholders

to ensure the Service is complementary with other funded provision.

10. The Contractor shall ensure that the Services are designed to reflect local needs and opportunities and are updated from time to time to respond to changes to local needs and opportunities as well as policy changes.

Market intelligence and local knowledge

11. The Contractor shall ensure that the Services are designed and delivered to:

- a. take into account conditions prevailing in the Lot Area as described in Part 4 with respect to the current employment market and the current and future social and economic indicators including labour market intelligence;
- b. target local skills shortages and gaps within the Lot Area.
- c. work alongside any existing skills support structures the Lot Area

Management information and reporting

12. The Contractor will develop and operate a management information system which enables the submission of data to the ESFA via the Individual Learner Record (ILR) and provides for Supplementary Data Returns.
13. The Contractor will ensure that all evidence required to support payments is collected and retained in accordance with the Evidence Requirements before the Contractor makes a claim for payment from the ESFA. The Contractor will provide supporting evidence to the ESFA on request.
14. The Contractor shall provide LEPs and the ESFA with details of the Regulated Learning and Non-Regulated Activity that is provided by its subcontractors as reasonably requested broken down to the level requested e.g. ward/district.
15. The Contractor shall provide the ESFA with a monthly report by the 4th working day in each month setting out such performance data as the ESFA may reasonably require including (but not limited to):
 - a. Participant and employer data at ward/district level covering referral source, qualifications offered and delivered, cohorts supported, employer information, sector of employer and sector of support provided;

b. pipeline activity;

- c. progress made against the Contractor's profile for delivery of the Services;
 - d. actions that the Contractor proposes to undertake if performance has not met the anticipated profile;
 - e. current and future employer and partner engagement; and
 - f. where the Contractor is providing services under another contract separate returns shall be required in respect of each such contract.
16. The information listed in clause 14 is not exhaustive. The ESFA, the LEP and the Contractor shall meet to refine these requirements prior to the Service Commencement Date.
17. The Contractor shall design and deliver the Services with the aim of promoting economic and social inclusion through the reduction of the number of Young People classified as NEET or At risk of becoming NEET in the Lot Area by equipping them with personal/transferable skills, work experience and vocational skills.
18. The Contractor shall encourage Young People to realise their potential and progress in learning and in the workplace through the provision of the Services.
19. The Contractor shall ensure that the Services are tailored to each Participant. The Services shall
- a. include the provision of employability skills such as job preparation, interview preparation, understanding employer requirements and personal skills development.
 - b. include the provision of opportunities for interventions such as employer-based vocational training and tasters, employment trials, work placements or internships, work pairing and volunteering and pre-recruitment training.
 - c. be designed to take in account the local LEP priorities set out in Part 4 (Local Service Requirements).
 - d. where the Contractor considers it appropriate, the provision of individualised wrap-around programmes of support focusing on English, maths, and IT skills.
 - e. include routeways to traineeship and apprenticeship opportunities.
 - f. include engagement with marginalised Participants and support for them to re-engage with education or training.
 - g. address the Basic Skills needs of Participants so that they can compete effectively in the labour market.

h. provide additional work experience and pre-employment training opportunities

to Participants.

- i. support Participants who are lone parents to overcome the barriers they face in participating in the labour market (including childcare).

Content of the Services: the Participant's journey

Identifying Participants

20. The Contractor shall:

- a. actively promote the Services throughout the whole Lot Area, with particular focus on areas of highest need;
- b. identify, engage with and recruit Eligible Young People to be Participants within the Lot Area.
- c. employ such methods of engagement as it considers are best suited to maximise engagement with Young People in the Lot Area.

Eligibility

21. The Contractor shall assess all individuals to ensure that they are Eligible to receive the benefit of the Services. The Contractor shall retain records of all assessments and shall provide them to the ESFA on request in accordance with the Evidence Requirements.

Induction

22. The Contractor shall develop and deliver an induction programme for new Participants which is flexible enough to gain early engagement with them.

Initial Assessment and ILP

23. For each Participant, the Contractor shall:

- a. carry out a comprehensive assessment and needs analysis, including an assessment of whether the Participant should be provided with a one to one key worker;
- b. develop a bespoke ILP for the Participant which takes into account the findings of the assessment and needs analysis;
- c. put in place and carry out regular progress reviews as determined at the initial assessment;
- d. carry out an exit interview when a Participant has completed his or her ILP;
- e. identify additional support needs throughout the delivery of the ILP to support progression, including needs relating to literacy and numeracy skills development where required.

Overcome barriers to engagement

24. The Contractor shall ensure that the Services address any mobility barriers to engagement, including, in particular, with regard to difficulties Participants

may have in relation to accessibility to premises and transport. The Contractor shall

take reasonable steps to address any such barriers, including (where practicable) by providing support for small groups in areas that are remote or difficult to access

Provide IAG

25. The Contractor shall provide Participants with high quality IAG at all stages of a Participant's ILP. This should be designed to help the Participant gain a greater understanding of their own abilities, learning needs and the range of opportunities available supported by IAG.
26. Where the Contractor considers it appropriate in the initial needs analysis, the Contractor shall provide a Participant with a one-to-one key worker. The role of the key worker will include helping the Participant to gain and sustain an Outcome.
27. The Contractor shall ensure that the Services include personalised provision that:
 - a. is flexible (in terms of content, times and location);
 - b. involves Participants in the design and delivery of the their ILPs. This may include training to provide peer support and ensure that each Participant is given the most appropriate level of support in line with his or her assessed needs;
 - c. includes a personalised transition or 'moving on' plan for every Participant;
 - d. provides Participants with a portfolio of activities carried out and achievements gained whilst on the programme;
 - e. takes into account each Participant's aspirations for their own future.

Provide Regulated Learning / Non Regulated Activity

28. The Contractor shall ensure that each Participant is provided with a bespoke ILP comprising Regulated Aims and/or Non-Regulated Aims in accordance with the needs of the Participant. All learning aims must contribute towards addressing any specific barriers to employment, education or training that Participants may have.
29. The Contractor may also provide accredited units of learning at NVQ Level 3 and above in subject areas and such provision will qualify for funding where the learning does not lead to a full Qualification in accordance with clause [38]. The Contractor must ensure that the activity does not duplicate or undermine national policy, including policy on grants and loans.

Outcomes

30. The Contractor shall use reasonable endeavours to achieve one of the Progression Outcomes for each Participant.

31. The Contractor shall use reasonable endeavours to achieve the Conversion Rates in delivering the Services.
32. In selecting Participants, the Contractor shall take into account and use reasonable endeavours to achieve the ESF programme targets for the supply of the Services to the priority groups in the percentages set out in Part 2, Table A.
33. The Contractor shall use reasonable endeavours to achieve the Estimated Number of Participant Outcomes for each of the Outcomes specified in Part 5, Table C.

Engagement with Employers

34. The Contractor will engage with employers within the Lot Area in the design and delivery of the Services. This will include (without limitation) consulting employers on:
 - a. The design of skills provision to ensure Participants gain the skills required by employers within the Lot Area; and
 - b. Providing opportunities for job progression and apprenticeship opportunities within the Lot Area.

Engagement with the LEP

35. The Contractor shall, if required by the LEP, but at no additional cost to the ESFA:
 - a. work in partnership with the LEP to maximise the impact of the project delivery. Such partnership working may include: undertaking strategic coordination and engagement activity in consultation with the LEP; co-ordinating the gathering of labour market intelligence; developing creative approaches to responding to the skills needs of the LEP's priority sectors; building capacity and responsiveness of the delivery network; participating in new product development and innovation; employer engagement; supporting progression and the promotion of apprenticeships.
 - b. participate in a local steering group including by attending regular steering group meetings and provide relevant management information upon request.

PART 2 - PROGRAMME TARGETS

Table A

Less Developed Area	Transition Area	More Developed Area
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Participants from ethnic minorities	2%	10%	20%
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Participants with disabilities	15%	10%	10%
Participants without Basic Skills	15%	18%	16%
Participants who live in a single adult household with dependent children	5%	6%	4%
Female Participants	49%	46%	45%

PART 3 FUNDING MODEL

36. Subject to clauses 36 and 37 the Contractor shall be paid an Outcome Payment for ST01 Learner Assessment and Plan and each of the Progression Outcomes achieved in relation to a Participant as set out in Table B

37. The Contractor shall be entitled to payment for one Progression Outcome (only) for each Participant who achieves the Progression Outcome within 28 days of finishing his or her Individual Learning Plan.

38. For each of RQ01 and NR01, the Contractor shall be paid for provision of Regulated Learning and Non-Regulated Activity in accordance with the Funding Rules and the rates published in LARS. For each unit of Regulated Learning or Non-Regulated Activity the Contractor shall be paid:

- a. 25% of the applicable LARS rate on the Participant starting the unit; and
- b. 75% of the applicable LARS rate on the Participant completing the unit.

39. The Outcome Payments listed RQ01 and NR01 in Table B are the average cost of learning per Participant. The ESFA expects Participants to be provided with access to whatever provision is required to meet their bespoke needs and the Contractor must manage these outcome charges to ensure these averages are achieved across all Participants for the duration of the Contract.

40. The Contractor shall provide ESFA with the evidence set out in the Evidence Requirements to demonstrate that payment is due in respect of an Outcome Payment. The ESFA will be under no obligation to make payment until it has received such evidence.

Table B

Outcome	Outcome Payment	Conversion Rate
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ST01 Learner Assessment and Plan	200	
RQ01 Regulated Learning	532.87	
NR01 Non Regulated Activity	532.87	
PG01 Progression Paid Employment (EMP)	750	10%
PG03 Progression Education (EDU)	500	34%

PG04 Progression Apprenticeship (EDU)	750	5%
PG05 Progression Traineeship (EDU)	500	5%

PART 4: LOCAL SERVICE REQUIREMENTS

BLACK COUNTRY – MORE DEVELOPED

GEOGRAPHY / AREA OF DELIVERY

LEP background

The Black Country comprises of the Boroughs of Dudley, Sandwell, Walsall and the City of Wolverhampton. With a population size of 1.18m people, the employment rate is 65.1% with a jobs market of over 446,000 positions. However, the sub-region still faces major challenges that impact upon the ability of businesses to grow and individuals to achieve.

The sub-region has put in place a number of strategic documents and action plans to address current ambitions for employability, education and skills:

Black Country ESIF Strategy 2014-2020

<http://www.blackcountrylep.co.uk/about-us/black-country-plans-for-growth/strategieuropean-plan>

Black Country Strategic Economic Plan

<http://www.blackcountrylep.co.uk/about-us/black-country-plans-forgrowth/strategic-economic-plan>

The Black Country Annual Economic Review highlights the progress made and where the focus needs to be for the future. <https://www.the-blackcountry.com/economic-intelligence-unit/black-countryintelligence-reports/black-country-annual-economic-review>

The Black Country has seen a considerable reduction in the number of individuals identified as NEET in the recent past, although there has been an increase in the number of 'not knowns'. The gender breakdown continues to be fairly even, although males are more likely to be identified as NEET.

Feedback from local business/employers shows that young people continue to be poorly prepared for the world of work, with a lack of knowledge and understanding for the local jobs market and a lack of basic employability skills and motivation.

A report by the Careers and Enterprise Company ranks the Black Country LEP area as the fifth highest risk of disengagement for young people, with only 62% achieving expected progress in English and Maths, with the region being one of the lowest for the % of young people achieving 5* A-C GCSE's. The sub region has the third highest school exclusion levels and a high number of unauthorised absences.

The region also has a low number of employers who accept young people on work experience placements.

Local Authorities:

Dudley MBC,
Sandwell MBC
Walsall MBC
City of Wolverhampton

Key Priorities:

The Contractor shall ensure that Services are developed and designed to meet the following Priorities:

- Females
- Young people poorly prepared for work
- Disengagement for young people
- English and Maths
- Work with employers to accept young people on work experience placements
- Focused support for individuals leaving further education with higher levels of qualification but with no identified pathway into work.
- Supporting young people into self-employment opportunities

PART 5 FUNDING AND OUTCOMES

41. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
42. The contract will be for the value of £1,000,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,000,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	635	200	£ 127,000.00
RQ01 Regulated Learning			£ 338,500.00
NR01 Non Regulated Activity			£ 338,500.00
PG01 Progression Paid Employment (EMP)	64	750	£ 48,000.00
PG03 Progression Education (EDU)	216	500	£ 108,000.00
PG04 Progression Apprenticeship (EDU)	32	750	£ 24,000.00
PG05 Progression Traineeship (EDU)	32	500	£ 16,000.00
Total of ESF Specification			£ 1,000,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

COVENTRY AND WARWICKSHIRE – MORE DEVELOPED

GEOGRAPHY / AREA OF DELIVERY

LEP background

Youth unemployment rates in the Coventry and Warwickshire LEP (CWLEP) area have improved since the ESIF Strategy was written. Nonetheless the significant difference in rates across the area needs to be addressed. As per Nomisweb May 2018 youth unemployment rates were: Coventry 1.7%

Whole of Warwickshire 2.3%, includes extremes of Nuneaton and Bedworth at 4.1% to less than 1% in Warwick district.
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Providing better paid employment opportunities for residents is a stated aim within
--

the vision for Coventry and Warwickshire. It is recognised that while creating employment opportunities is fundamental there is also a need to ensure that the right people with the right skills meet future employer demands with local employers consistently report skills gaps and hard to fill vacancies.

CWLEP Skills priority sectors are:

Advanced Manufacturing and Engineering
Construction
Retail
IT Services and digital creative
Logistics
Education
Culture and tourism
Health and social care

CWLEP Skills Strategy https://www.cwlep.com/sites/default/files/skills_strategy.pdf

CWLEP ESIF Strategy

https://www.cwlep.com/sites/default/files/coventry_and_warwickshire_esif_priority_chapters_dec_2016_vfinal.pdf

Local Authorities:

Warwickshire County Council (upper tier)
North Warwickshire Borough Council
Nuneaton and Bedworth Borough Council
Rugby Borough Council
Stratford on Avon District Council
Warwick District Council (5 x lower tier)

Key Priorities:

Examples of actions for all young people who are NEET or at risk of becoming NEET include:

- to support the rise in the participation age by providing additional traineeship and apprenticeship opportunities
- to engage marginalised 16-18 year olds to support them to re-engage with education or training
- to provide additional work experience and pre-employment training opportunities to unemployed 18-24 year olds
- to support young lone parents to overcome the barriers they face in participating in the labour market (including childcare)
- expanding the quality of careers advice for young people tailored intervention, including coaching and mentoring or support with transport costs
- Using self-employment as a route out of worklessness, including providing advice and support for self-employment.

PART 5 FUNDING AND OUTCOMES

43. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
44. The contract will be for the value of £669,931.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £669,931.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	426	200	£ 85,200.00
RQ01 Regulated Learning			£ 226,866.00
NR01 Non Regulated Activity			£ 226,865.00
PG01 Progression Paid Employment (EMP)	43	750	£ 32,250.00
PG03 Progression Education (EDU)	145	500	£ 72,500.00
PG04 Progression Apprenticeship (EDU)	21	750	£ 15,750.00
PG05 Progression Traineeship (EDU)	21	500	£ 10,500.00
Total of ESF Specification			£ 669,931.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

**DERBY, DERBYSHIRE, NOTTINGHAM AND NOTTINGHAMSHIRE
MORE DEVELOPED**

GEOGRAPHY / AREA OF DELIVERY

LEP background

The D2N2 area in the East Midlands covers the cities of Derby and Nottingham and the counties of Derbyshire and Nottinghamshire. It is one of the largest LEP areas in the country, with a population of 2.2 million, Gross Value Added (GVA) of £45bn, a stock of some 72,000 businesses, and a workforce of almost 1 million people.

D2N2 has a diverse economic geography: including the major cities of Nottingham and Derby, a number of significant sub-regional centres, market towns and areas of deep rurality and high environmental quality, in a rich mix of urban and rural communities across 19 local authority areas.

Much of the area's GVA is generated in and around the two cities, which are also the main centres of population and employment; although a significant proportion (34%) of the area's economic value comes from outside the southern urban belt.

There is a marked gap between the most prosperous parts of the D2N2 area and those facing the biggest economic challenges (ranging from GVA per head of £27.6k in Nottingham and £27.3k in Derbyshire Dales to £14.4k in Gedling and £16k in Erewash).

A report by Nottingham Civic Exchange, the RSA and Nottingham Business School highlights the scale of the inclusive growth challenge, which has built up over many years as a result of uneven patterns of economic growth, industrial restructuring and a chronic productivity gap. While the employment rate is relatively high, many of the jobs in the economy are low-skilled and low-paid. The majority of households in D2N2 currently living in poverty are in work, with some 30% of those in work earning less than the living wage. 27.5% of the working age population are economically inactive because they are too sick to work.

Although the area is diverse, its places share many characteristics, notably a high concentration of manufacturing across the area, relative to the UK. The main challenges to economic growth – namely relatively low levels of productivity, skills and business density are shared across D2N2, although there are some parts that buck that trend (e.g. high productivity in Derby, driven by the presence of global giants Rolls-Royce and Toyota).

The D2N2 ESIF subcommittee has agreed a set of Core Delivery Principles that define how it considers a good ESIF project should operate. They crystallise the preferred approach articulated in the D2N2 ESIF Strategy. D2N2 will consider how applications' meet the Core Delivery Principles in formulating its commentary and advice on the evidence of local strategic fit:

- Impact and Scale
- Delivery Readiness
- Added Value
- Local Value
- Quality, Performance and Efficiency
- Strategic Partnerships and Co-ordination of Market Engagement
- Flexibility and Responsiveness

We expect the working-age population to grow only very slightly by 2030, so there won't be a lot of new labour coming into the economy. We will therefore need to produce much more output with the indigenous labour and talent we have within D2N2. We need to ensure that all our young people are able to develop the employability and vocational skills to move up the skills escalator into the more productive, better-paid jobs in the transformed economy. The Youth Engagement Service (D2N1) will target those young people who are not engaging with the

employment and skills system and in danger of not developing the skills and attributes to progress up the skills escalator and play an inclusive role in D2N2's

vision of a higher-value economy

For further background information and research see the below:

D2N2 LEP: EU Structural and Investment Fund Strategy 2014-2020 and D2N2 Core Delivery Principles: <http://www.d2n2ta.org/european-structural-and-investmentfunds/d2n2-esif-strategy-core-delivery-principles/>

State of the Nation; Social Mobility Report 2017

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/662744/State_of_the_Nation_2017_-_Social_Mobility_in_Great_Britain.pdf

D2N2 Technical Assistance <http://www.d2n2ta.org/>

Local Authorities:

The Service will be delivered within the Derby, Derbyshire, and Nottinghamshire area.

D2 area which includes the following local authorities (including LA's in the Sheffield City Region overlap area)

- Amber Valley
- Bolsover (SCR)
- Chesterfield (SCR)
- Derby City
- Derbyshire County Council
- Derbyshire Dales (SCR)
- Erewash
- High Peak
- North East Derbyshire (SCR)
- South Derbyshire

N1 area which includes the following local authorities

- Ashfield
- Bassetlaw (SCR)
- Broxtowe
- Gedling
- Mansfield
- Nottinghamshire County Council
- Newark and Sherwood
- Rushcliffe.

Key Priorities:

Youth Engagement in Derby City, Derbyshire and Nottinghamshire (D2N1)

Within this context of labour market transition the Youth Engagement Service

(D2N1) will support the 4 key priorities for developing skills and knowledge with a

focus on young people who are NEET aged 16 -24 and who need support to take advantage of opportunities available such as apprenticeships, traineeship and further learning to develop skills to be successful in the labour market

- **Skills Match & Pathways** – equipping young people who are NEET aged 16-24 with the skills to understand what skills will be required in the future workforce and motivating them to engage with employers and move up the skills escalator to more productive, better-paid jobs of the future
- **Job Readiness** Enable young people to develop the knowledge, skills and experience to successfully enter the labour market
- **Skilled and Adaptable Workforce** Enable the workforce to up-skill and adapt to changes in technology (including digitalisation) and working practices.
- **Innovation Know-how.** Providing employability support, careers advice and labour market information so young people can exploit opportunities within our leading-edge, core specialist capabilities in the knowledge base, with the focus on Advanced Manufacturing & Engineering, Digital Technologies & Data, Energy & Low-Carbon Technologies, and Systems Integration

Activity should support young people to develop rigorous career management, enterprise and employability skills to enable them to make a positive transition into the world of work.

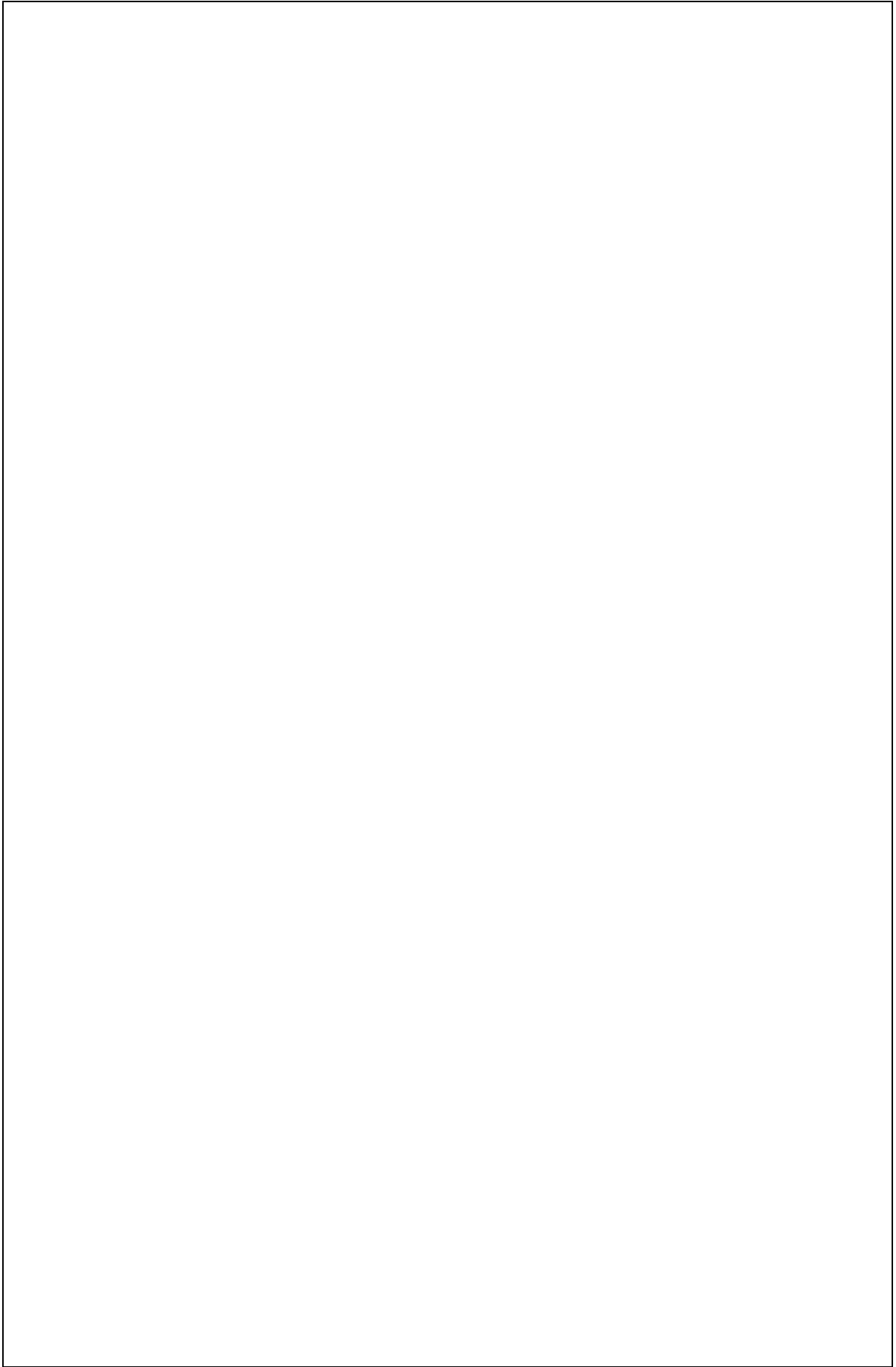
Place Based Priorities and Targeted Support

The Service must be delivered in the D2N1 area and particularly to those in rural areas who may face a range of barriers to employment such as transport and access issues.

As part of the Services, the Contractor will be required to produce a development plan with identified roles and responsibilities and named contacts. The plan will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to emerging skills needs of the LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP as part of the governance arrangements.

D2N2 LEP convenes an ESF Provider Reference Group, which meets quarterly. The Contractor will be required to attend and provide management information (both hard and soft) to the group.

D2N2 LEP is currently undertaking a review of the skills governance arrangements in D2N2. The Industrial Strategy signalled the establishment of LEP Skills Advisory Panels to bring skills providers and business together to determine local growth priorities and analyse future supply and demand. The Contractor will attend or provide management information (both hard and soft) to the Skills Partnership on a regular basis.



PART 5 FUNDING AND OUTCOMES

45. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
46. The contract will be for the value of £3,024,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £3,024,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1920	200	£ 384,000.00
RQ01 Regulated Learning			£ 1,024,750.00
NR01 Non Regulated Activity			£ 1,024,750.00
PG01 Progression Paid Employment (EMP)	192	750	£ 144,000.00
PG03 Progression Education (EDU)	653	500	£ 326,500.00
PG04 Progression Apprenticeship (EDU)	96	750	£ 72,000.00
PG05 Progression Traineeship (EDU)	96	500	£ 48,000.00
Total of ESF Specification			£ 3,024,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
DORSET – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

In 2017 population estimates suggest a population of 770700 across Dorset. Of these 453000 are aged 16-64. Of these 383900 are economically active. Of the economically inactive (89200) 19400 want a job. These are people not in employment who want a job but are not classed as unemployed because they have either not sought work in the last four weeks or are not available to start work.

Dorset is good at employing its people. In 2017, it achieved average employment and unemployment rates of 77.8% and 2.9% respectively, compared with 74.7% and 4.4% for the equivalent UK averages. It also has a number of key businesses and sectors, with good ties into supply chains in, amongst others, marine engineering and aerospace, financial and business services, creative and digital services, consumer products, and innovative new technologies in health, welfare and ageing.

The Dorset LEP strategic economic plan can be found here:

<http://dorsetlep.co.uk/local-delivery/strategic-economic-plan/>

The ESIF Strategy can be found here: <http://dorsetlep.co.uk/funding/eu-funding/>

More data can be found here:

<https://www.nomisweb.co.uk/reports/lmp/lep/1925185572/report.aspx>

In 2016 there were 14850 NEETS across Dorset.

<https://www.gov.uk/government/publications/neet-data-by-local-authority-2012-16-to-18year-olds-not-in-education-employment-or-training>

Local Authorities:

The current Local Authority areas are:

- Dorset County
- East Dorset,
- North Dorset,
- Purbeck,
- West Dorset,
- Weymouth & Portland,
- Bournemouth,
- Poole
- Christchurch

From April 2019 Dorset will be served by:

- Dorset Council
- Bournemouth, Poole and Christchurch Council

Key Priorities:

We would anticipate work experience opportunities to be found within these sectors along with other sectors.

Advanced Engineering & Manufacturing (including Aerospace and Marine)

- Care-tech (Care and Med-tech)
- Creative & Digital Industries
- Energy
- Financial Services & Insurance
- Nuclear
- Rural productivity (including Agri-tech)
- Tourism & Leisure

Schools in Weymouth should receive a particular focus.

We would anticipate the Contractor would work with the Dorset Careers and Enterprise Company to identify other schools that should receive a particular focus.

Priority aged group is 15-24

The LEP should form part of a steering group.

PART 5 FUNDING AND OUTCOMES

47. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

48. The contract will be for the value of £900,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £900,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	572	200	£ 114,400.00
RQ01 Regulated Learning			£ 304,800.00
NR01 Non Regulated Activity			£ 304,800.00
PG01 Progression Paid Employment (EMP)	57	750	£ 42,750.00
PG03 Progression Education (EDU)	194	500	£ 97,000.00
PG04 Progression Apprenticeship (EDU)	29	750	£ 21,750.00
PG05 Progression Traineeship (EDU)	29	500	£ 14,500.00
Total of ESF Specification			£ 900,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
ENTERPRISE M3 – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

Since the launch of the ESIF 2014-2020 programme the Enterprise M3 area has enjoyed a period of sustained growth. 82.5% of working age residents are in employment. This is higher than the South East and UK averages, at 81.3% and 78.4% respectively¹. Globally, the Enterprise M3 Labour Market is strong and growing. Youth unemployment has not consistently sustained this level of growth and recovery over the period and currently stands at 8,800 for 16-24 year olds². Although youth unemployment has been consistently lower in Enterprise M3 than in England and there have been lower proportions of youths classed as NEETs, worryingly however this is increasing at a rate faster than England.

Enterprise M3 are reviewing the Strategic Economic Plan, early indication of evidence and direction of travel can be found in the consultation document <https://www.enterprisem3.org.uk/document/enterprise-m3-sep-consultation2017> It is anticipated the new Strategic Economic Plan will be published Autumn 2018.

Recent employment growth in some sectors has been relatively poor. Using the sectoral definitions produced by ONS for science & technology sectors, it is clear that for many high technology sectors employment in Enterprise M3 has grown more slowly than the national average. For example, employment in digital sectors grew by just 9.2% between 2009 and 2015, compared to 23.1% nationally. In sectors relating to precision engineering and manufacturing, employment fell by a quarter compared to a slight increase (2.2%) nationally.

Enterprise M3's residents' skills levels are relatively high generally, more businesses in Enterprise M3 than any other LEP reported skills issues as being a barrier to recruitment. Evidence suggests that skills shortages are particularly acute in very small firms, firms with a requirement for relatively high skill levels, and firms in the Information and Communications sectors. This implies that our start-up SMEs, and our established high productivity firms are most likely to be affected by skills shortages. So attracting, developing and retaining skilled people to the area is paramount.

¹ Data from ONS March 2018

² Data from ONS 2018

Local Authorities:

Basingstoke and Deane Borough Council;
East Hampshire District Council (partial);
Elmbridge Borough Council;
Guildford Borough Council;
Hart District Council;
New Forest District Council (partial);
Runnymede Borough Council;
Rushmoor Borough Council;
Spelthorne Borough Council;
Surrey Heath Borough Council;
Test Valley Borough Council (partial);
Waverley Borough Council;
Winchester City Council (partial);
Woking Borough Council

Key Priorities:

The Services in Enterprise M3 Area must include a range of innovative interventions that can be tailored to meet the needs of the target audience in the LOT Area.

The Enterprise M3 has pockets of higher level of NEETs. Spelthorne has a higher percentage of young people in the population that are NEET than any other borough or district in Surrey. The wards of Staines South, Sunbury Common and Ashford North and Stanwell South have the highest numbers of NEET.

In Hampshire the highest number of NEETs can be found in Rushmoor, Basingstoke and Test Valley.

These pockets of NEETs are characterised by care leavers, members of gangs,

homeless young people, young lone parents, Young Offenders (and those at risk of offending), young people with Special Educational Needs and Disability (SEND) and young people with learning difficulties/ disabilities.

The Enterprise M3 ESIF Strategy identifies that projects need to support employability in the Enterprise M3 area through:

- a) helping young people back to work through vocational pathways and apprenticeship programmes;
- b) strengthening Careers Information Advice and Guidance to provide a more integrated service with a particular focus on meeting the needs of growth sectors and technologies and target groups (e.g women in relation to STEM career opportunities);
- c) working with learning providers and employers to develop, promote and provide traineeships, internships and other employability and re-engagement programmes focussed on the disadvantaged, NEETs and other target groups and SMEs.

Enterprise M3 are developing the refreshed Strategic Economic Plan and looking to the future Local Industrial Strategy supporting growth sectors such as digital and engineering is critical. The evidence shows that these sectors have not seen the growth expected and skilled workforce is required.

Digital and clean growth is a cross cutting theme throughout Enterprise M3's strategies and it is critical that we have a skilled workforce at all levels to support these themes.

There is an opportunity to recruit socially excluded groups and NEETs into new environmental sectors such as renewable energy. These sectors do not just require highly qualified workers.

PART 5 FUNDING AND OUTCOMES

- 49. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
- 50. The contract will be for the value of £929,357.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £929,357.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	590	200	£ 118,000.00
RQ01 Regulated Learning			£ 314,554.00
NR01 Non Regulated Activity			£ 314,553.00
PG01 Progression Paid Employment (EMP)	59	750	£ 44,250.00
PG03 Progression Education (EDU)	201	500	£ 100,500.00
PG04 Progression Apprenticeship (EDU)	30	750	£ 22,500.00
PG05 Progression Traineeship (EDU)	30	500	£ 15,000.00
Total of ESF Specification			£ 929,357.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
GREATER CAMBRIDGE AND GREATER PETERBOROUGH MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

The economic geography of Greater Cambridge Greater Peterborough is complex and diverse. The region is a high net contributor to the Exchequer and the cities of Cambridge and Peterborough are amongst the fastest growing in the country. However, this success has not been achieved across all areas and there are areas of deprivation that the LEP European Structural and Investment Funds (ESIF) Strategy is seeking to address. Alongside the attainment of recognised qualifications, equipping young people and adults with the right skills matched to the needs of businesses in the modern economy is vital.

The Combined Authority is currently in the process of developing their skills strategy. This will be informed by the work of the Cambridgeshire & Peterborough Independent Economic Review (CPIER). The full report will be available shortly. The final report will set out the context and economic potential of the Combined Authority area and will be used to inform strategic investments and the future work of the Combined Authority.

Previously, the LEP had commissioned a report to support the Area Review in December 2016 and provide partners and providers with a summary of 'Skills Conclusions' for the local area. This provides detail on key occupations that are underpinning our economy. Alongside it sits a report on the vacancies (and common skills requested in adverts) over the last year across our area.

The Combined Authority has a number of key strategic partners and would want to ensure the Contractor work closely with them to maximise the impact of activity, avoid duplication with existing provision and support local implementation. This would include our neighbouring LEPs, government agencies and local groups and networks.

The Combined Authority like all other LEP's is a strategic partner with the Careers & Enterprise Company working with schools to develop strategic Careers plans to improve outcomes for young people. Through this work we have identified that many young people are at risk of NEET due to their inability to access a Careers Education programme that fully addresses the expected Gatsby Benchmarks and expectations in the Careers Strategy around contacts with employers, experiences of the workplace, personal guidance and support.

<https://www.careersandenterprise.co.uk/schools-colleges/gatsby-benchmarks>

Research from the Education and Employers Taskforce shows that a young person who has four or more meaningful encounters with an employer is 86% less likely to be NEET and can earn up to 22% more during their career. In the Careers Strategy, the government calls on schools to 'offer every young person seven encounters with employers, with at least one encounter taking place each year from years 7-13'. This is in line with the requirement set out in the Gatsby Benchmarks. In the Statutory Guidance published in February 2017, colleges are asked to give each young person an opportunity 'to participate in at least two employer encounters per year whilst they are on their study programme with at least one encounter being delivered through their curriculum area'. Today, this support is only happening in approximately 40% of the 578 schools that completed the Compass tool as part of the Careers and Enterprise Company's 'State of the Nation' report, published in October 2017. This is the result of some schools not yet making encounters available to all their pupils and some schools prioritising older year groups over younger ones.

If you would like to receive a copy of the areas ESIF Strategy, Area Review Skills Conclusion, and Emsi reports on local job posting and the local business profile please contact: info@cambridgeshirepeterborough-ca.gov.uk (stating ESF Funding in the subject line) or call 01480 277180 and ask to speak to someone in the ESF team

Local Authorities:

The LEP area covers 14 Local Authority districts. South Lincolnshire is a relatively recent addition to our area and ESF funds to support South Holland and South Kesteven were allocated to Lincolnshire LEP. In addition, we have the Cambridgeshire & Peterborough Combined Authority that makes up 6 of the 14 Local authority districts within our area. The Whole of the Combined Authority area is contained within this LEP area. With the exception of Rutland, all other local authority areas are also part of another neighbouring LEP. The Wider LEP footprint can be seen below.

The target area for this ITT is;

Cambridgeshire & Peterborough Combined Authority area

- Fenland
- Huntingdonshire
- East Cambridgeshire
- Cambridge and
- South Cambridgeshire □ Peterborough

Other areas included which form part of the wider LEP area are;

- Rutland
- West Norfolk & Kings Lynn
- St Edmundsbury
- Forest Heath
- The borders of South Holland & South Kesteven are eligible areas to support the delivery of provision BUT only where this focuses on the north side of the Combined Authority Area e.g. Peterborough or around Rutland. Any bids focused solely on the South Lincolnshire should be routed towards the Lincolnshire LEP call.

North Hertfordshire will be covered by the Hertfordshire LEP and Uttlesford will be covered by South East London LEP.

Key Priorities:

Geography/Priority Wards

A key focus of the Combined Authority is supporting the economic growth across our market towns. We would therefore welcome proposals that target

Participants/schools/colleges operating in the following areas;

- St Neots
- Chatteris
- March
- Littleport
- St.Ives
- Whittlesey
- Ramsey
- Ely
- Soham
- Huntingdon
- Wisbech (garden town)

Priority Age Group

We recognise the value of early identification and intervention and therefore wish to see an emphasis on supporting those **at risk of NEET** (aged 15-16). However, any learner that meets eligibility would be acceptable and some proposals might have a narrow focus only supporting those already disengaged or with specific barriers. We are keen to see support for those that are high risk of NEET as well as those that are at risk due to a lack of aspiration, careers support and opportunity to access appropriate employability support/ learning and or post 16 provision (for whatever reason).

Target groups would include;

- Those in school/college at risk
- Those not attending schools or educated at home 15-16
- SEND learners
- Learners with an ECH plan aged 15-24
- Apprentices aged 16-18 who are at risk of losing their job due to underperformance or attendance who might become NEET

We would like to see considerable focus on those at risk of NEET and the embellishment of current provision to ensure that it can be tailored to meet the needs of young people;

Specific focus

- Developing aspiration
- Supporting young people to be self-aware and able to make informed decisions about their career, life and next steps
- Development of a careers plan for all young people
- Engagement with employers e.g. employer led projects or enterprise
- Mitigation of the negative impact of barriers operating on individuals e.g. mental health, care responsibilities or transport arrangements that limit access to work and or training.

PART 5 FUNDING AND OUTCOMES

51. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
52. The contract will be for the value of £2,114,032.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £2,114,032.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1342	200	£ 268,400.00
RQ01 Regulated Learning			£ 716,691.00
NR01 Non Regulated Activity			£ 716,691.00

PG01 Progression Paid Employment (EMP)	134	750	£ 100,500.00
PG03 Progression Education (EDU)	456	500	£ 228,000.00
PG04 Progression Apprenticeship (EDU)	67	750	£ 50,250.00
PG05 Progression Traineeship (EDU)	67	500	£ 33,500.00
Total of ESF Specification			£ 2,114,032.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
GLOUCESTERSHIRE – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

Outcomes for most children and young people in Gloucestershire are good but achievement gaps between the performance of disadvantaged pupils and their peers remain stubbornly wide at all key stages and the gaps widen as pupils move through the school system. This links directly to a range of concerns about outcomes for particular groups including:

- Significant increase in school exclusions
- Rising number of children who are home educated
- Increasing number of children out of school for more than 20 days
- Rising numbers of children in care
- Attainment gap at post 16 for disadvantaged children and skills shortages in the county

There is therefore an identified need for support for those at risk of exclusion from schools/academies and those at risk of becoming NEET, as well as support across the county for those individuals who are already NEET.

There are approx. 400 NEETs per annum in Gloucestershire.

Several organisations and agencies already work with those at risk of exclusion/at risk of becoming NEET and with those already excluded/NEET and so the Contractor will need to work collaboratively with GFirst LEP, Gloucestershire County Council, schools, academies and other support organisations to ensure that their interventions dovetail with and complement the existing support

arrangements.

Links to GFirst LEP's Strategic Economic Plan and ESIF Strategy can be found at:
<https://www.gfirstlep.com/about-us/our-vision/>

Links to national and local authority data and information on exclusions from schools/academies can be found at:
<https://www.gov.uk/government/statistics/permanent-and-fixed-period-exclusions-in-england-2016-to-2017>

Links to national and local authority data and information on NEETs can be found at:
<https://www.gov.uk/government/statistics/neet-statistics-quarterly-brief-october-to-december-2017>

Link to Gloucestershire Virtual School: <https://www.gloucestershire.gov.uk/vschool/>

Local Authorities:

Gloucestershire County Council

Cheltenham Borough Council

Cotswold District Council

Forest of Dean District Council

Gloucester City Council

Stroud District Council

Tewkesbury Borough Council

Key Priorities:

Geography/wards

The entire LOT Area so that all schools/academies with pupils at risk of exclusion/becoming NEET and all eligible NEETs in rural areas as well as the more urban areas (Cheltenham and Gloucester) are engaged and supported effectively.

Specific focus

Those in Gloucestershire schools, colleges and academies at risk of becoming permanently excluded/NEET to **prevent** them from becoming permanently excluded/NEET.

Engagement and support for young people who have already become NEET.

Support for both groups (at risk of becoming NEET and NEET) that includes:

- Work experience and effective links with employers to prepare for employment
- Mentoring
- Careers support that complements and enhances what the Participant already receive

Liaison with school SENCOs/other leads in schools for those at risk of exclusion

PART 5 FUNDING AND OUTCOMES

53. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

54. The contract will be for the value of £1,800,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,800,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1143	200	£ 228,600.00
RQ01 Regulated Learning			£ 610,075.00
NR01 Non Regulated Activity			£ 610,075.00
PG01 Progression Paid Employment (EMP)	114	750	£ 85,500.00
PG03 Progression Education (EDU)	389	500	£ 194,500.00
PG04 Progression Apprenticeship (EDU)	57	750	£ 42,750.00
PG05 Progression Traineeship (EDU)	57	500	£ 28,500.00
Total of ESF Specification			£ 1,800,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
GREATER LINCOLNSHIRE – TRANSITION
GEOGRAPHY / AREA OF DELIVERY

LEP background

Greater Lincolnshire has a population just over one million, dispersed over a large land mass almost double the size of Cornwall. There are around 44,000 businesses in the area and over 90% of these businesses have fewer than 10 employees. As a consequence engaging with employers across the whole of the LEP area can be challenging. Finding viable cohort sizes in our many rural economies is a well-known local barrier to learning.

The economy of Greater Lincolnshire has many strengths and the LEP's place marketing tool www.marketinglincolnshire.com highlights some of these advantages.

The Greater Lincolnshire Strategic Economic Plan, related sector strategies and the European Structural Investment Fund strategy are available on the website <https://www.greaterlincolnshirelep.co.uk/priorities-and-plans/strategies-and-plans/> The skills section of the LEP website has additional research including a large evidence base collected for the Area Review. See <https://www.greaterlincolnshirelep.co.uk/priorities-and-plans/priorities/priority-skills/>

The LEP has a number of private sector led Boards that contribute to its strategies, including the Employment and Skills Board, the Manufacturing Board, the Food Board and the Visitor Economy Board.

The Employment and Skills Board (ESB) works with a large number of stakeholders with the aim of influencing the training offer to business and residents so that it better meets local need.

There are significant and growing numbers of high value jobs in the LEP area and

forecasts show that future job vacancies will require practical and technical skills *at a higher level than those currently held by the local labour market*. An ageing workforce adds to the challenge. Recent analysis of local Level 3 technical learning in relation to the availability of Level 3 technical jobs shows a mismatch.

In order to boost the economy and create the workforce that can fill the 200,000 job vacancies that are predicted to be available over the next ten years (as our industries grow, and as people retire) the LEP seeks to upskill all residents, in all sectors, across all communities. Those with no qualifications progressing to a Level 1 or 2 qualification that prepares them for work in our growing sectors, whilst those with a Level 2 supported to achieve a Level 3 or higher, those with a Level 3 to be supported into Level 4.

Job and apprenticeship vacancies exist in a wide range of occupations at various skills levels, as well as supervisor and manager positions, including driving, construction, engineering, food processing, hospitality, nursing and other health and care roles, teaching, welding and many more. Some of our most important sectors suffer from traditional 'old fashioned' stereotypes that mean young people are not aware of the technological advances and great opportunities within them. These stereotypes must be challenged. It has been found that unemployed people, including graduates, are not aware of the array of jobs and careers available in the area and are uninspired by what they (incorrectly) believe is on offer. The LEPs website www.theworldofwork.co.uk is part of a current ESF project that is providing information to local schools, and facilitating employers to say what kinds of occupations they have/skills they need.

The proportion of youth unemployment in Greater Lincolnshire is higher than the national average.

Young unemployed people often feel that they are pushed/passed from one training scheme to another and they don't help them achieve what they want, which is a job. The LEP does not want this programme to fall into this trap.

Local Authorities:

Lincolnshire made up of 7 District Authorities:

Boston Borough Council

East Lindsey District Council

City of Lincoln Council

North Kesteven District Council

South Holland District Council

South Kesteven District Council

West Lindsey District Council

North Lincolnshire

North East Lincolnshire

Key Priorities:

The Service will deliver in the entire LOT Area. The LEP seeks delivery in each Local Authority area proportionate to the population and NEET figures, and not a greater proportion of delivery in areas of greatest population density.

The areas of Boston, East Lindsey, and West Lindsey which have had larger proportions of 18-24 NEET historically, in comparison to their populations.

Focus should be on:

- increasing the knowledge of local sectors, the specific skills needs and occupations within them;
- using, and enhancing information and resources on the existing website www.theworldofwork.co.uk;
- exposure to the world of work (work 'inspiration' experience), linking young people with employers (or employers with young people) of all types and sizes, exploring innovative ways to do this;
- help to overcome real and perceived transport/accessibility barriers to work or learning;

The Contractor must ensure that skills needs of our growth sectors are a priority, however the programme will be open to delivery of activity across all sectors.

The LEP's main growth sectors for focus on this Service are:

- Agri-food (food and drink manufacturing, agriculture, agri-tech),
- Manufacturing, (including engineering),
- The visitor economy (incorporating hospitality, leisure and retail across the whole LEP offer, not just coastal)
- Health & Care
- The low carbon sector, (including off-shore wind operations),
- Ports and logistics.

There is a seasonal impact on employment within the coastal area and the LEP would like to see an increase in sustainable employment.

As part of the Services, the Contractor will produce a development plan in response to the LEPs needs to identify additional activities, with identified roles and responsibilities and named contacts. The plan will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP. There will be a template for the development plan, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

55. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

56. The contract will be for the value of £1,620,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,620,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1029	200	£ 205,800.00
RQ01 Regulated Learning			£ 549,100.00
NR01 Non Regulated Activity			£ 549,100.00
PG01 Progression Paid Employment (EMP)	103	750	£ 77,250.00
PG03 Progression Education (EDU)	350	500	£ 175,000.00
PG04 Progression Apprenticeship (EDU)	51	750	£ 38,250.00
PG05 Progression Traineeship (EDU)	51	500	£ 25,500.00
Total of ESF Specification			£ 1,620,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
GREATER MANCHESTER – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

Greater Manchester (GM) is one of the country's most successful city-regions. Home to more than 2.7 million people and with an economy bigger than that of Wales or Northern Ireland, our vision is to make GM one of the best places in the world to grow up, get on and grow old.

The GM LEP covers the same area as that of the Greater Manchester Combined Authority (GMCA), covering the 10 Local Authority (LA) areas of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan.

The Greater Manchester Strategy (GMS), called '*Our People, Our Place*', is a long term blueprint for the future which sets clear priorities for delivering our ambitions for economic growth and public service reform. The plan looks at ten priority areas which affect all GM residents and details how life will be improved for all who live in the city-region, from being ready for school, to starting work and growing old, as well as everything else in between.

(<https://www.greatermanchesterca.gov.uk/ourpeopleourplace>)

This specification is primarily responding to challenges under **GMS Priority 2 – Young People equipped for life**, supports the delivery of a number of priorities within the GM Work and Skills Strategy 2016-2019

(https://www.greatermanchesterca.gov.uk/info/20003/education_and_skills) and contributes towards aspirations laid out in GM ESIF Investment Plan.

For young people, the **GM Careers and Participation Strategy** will support the delivery of GMS (in particular the life readiness of young people) and highlights the need for a strategic approach to increasing the levels of participation for young people across the city region in order to minimise the potential impact that periods of being NEET can have and increase the life chances of our young people.

Greater Manchester has made steady progress in reducing both the number and

proportion of young people not in education, employment or training (NEET) or unknown to local authority (LA) services over the past year – 6.4% in 2017/18 from 7.3% in 2016/17. However, performance varies significantly across the different localities in GM and some authorities remain a significant way away from meeting the ambition stated in the GMS for every area to be below the national averages for NEET and not known.

Analysis of Greater Manchester's NEET cohort over the course of the 2016/17 academic year showed that approximately 10% of young people aged 16 and 17 years old spent some time NEET, despite only 3.7% of young people reported as NEET each month on average. This shows the NEET group is neither homogenous nor static; and that there are many more young people spending short periods of time out of provision than is commonly acknowledged.

The Services will support the implementation of the GM Careers and Participation Strategy and the work of Careers & Enterprise Company in GM by focusing on reducing the number of young people who are NEET and Not Known as well as focusing in prevention to those at risk of becoming NEET.

Greater Manchester is looking for a programme of support for young people that provides equitable provision between those at risk of NEET and NEET reengagement. The Services must demonstrate added value with a clear offer which complements existing local and national support.

Local Authorities:

The Services will be delivered within the Greater Manchester Local Enterprise Partnership area. The Contractor will deliver services across all of the ten local authority areas within Greater Manchester.

- Bolton
- Bury
- Manchester
- Oldham
- Rochdale - Salford
- Stockport
- Tameside
- Trafford - Wigan

Key Priorities:

Priority should be given to NEET or at risk of becoming NEET who are:

- aged 15 to 20 years old (on the day they start on the Services) or
- aged 15 to 24 with an LLDD (in particular those who have an EHCP) □ a Care Leaver aged 15-24
- hardest to reach / 'hidden' young people who are NEET particularly those 18+ and at risk of long-term unemployment

These groups are starting points for identifying young people but it is recognised

that multiple barriers are often present belying the complexities and challenges of working with these young people:

- young people with an EHCP
- young people with SEND support
- teenage parents
- young people with ESOL needs
- young people in LA Care / Care Leavers
- young ex-offenders
- young people diagnosed with emotional / mental health issues
- young people of school age who are in elective home education
- young people who have previously attended alternative provision
- young carers
- young adults who are unemployed but not accessing mainstream support from DWP
- young people with emotional health and well-being barriers

For those young people at risk of NEET the Contractor will work closely with young people in Pupil Referral Units, those on Alternative Provision, high NEET producing schools and academies and those young people in Colleges and Independent Training Providers.

Provision should include:

- Intense pastoral nurturing which is centred around the Participant
- Behavioral techniques such as resilience, emotional intelligence to help cope with re-engagement and make the transition to mainstream education and employment easier
- Life skills as part of preparation into adulthood (i.e. removing barriers such as financial management, housing support, addressing health issues).
- Bespoke provision at key transition points, during summer holidays, etc. to maintain engagement
- Provision that includes wrap around support in line with the principles of Study Programmes including retention on programme and steps to sustainable progression
- Sustained support once in provision

The GM LEP is clear that it not only wants improved participation but within that good progression outcomes reflecting the ambitions and previous attainment of the young person. As part of the Services, the Contractor will produce a development plan in response to the LEPs needs to identify additional activities, with identified roles and responsibilities and named contacts which will be agreed and revised with the LEP on an annual basis. Plans could include research; coordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement.

The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP. The LEP will agree a template for the development plan, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

57. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

58. The contract will be for the value of £7,866,200.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £7,866,200.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	4994	200	£ 998,800.00
RQ01 Regulated Learning			£ 2,665,825.00
NR01 Non Regulated Activity			£ 2,665,825.00
PG01 Progression Paid Employment (EMP)	499	750	£ 374,250.00
PG03 Progression Education (EDU)	1698	500	£ 849,000.00
PG04 Progression Apprenticeship (EDU)	250	750	£ 187,500.00
PG05 Progression Traineeship (EDU)	250	500	£ 125,000.00
Total of ESF Specification			£ 7,866,200.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
HEART OF THE SOUTH WEST – MORE DEVELOPED AND TRANSITION
GEOGRAPHY / AREA OF DELIVERY

LEP background

The Heart of the South LEP (HofSW) area encompasses the upper tier / unitary authority areas of Plymouth, Torbay, Somerset and Devon. With an economy worth £33.2bn in 2016 and a population of 1.7m, the area is the country's 10th largest LEP economically, and one of the Country's largest partnership areas geographically.

The HotSW benefits from an extremely mixed typology, hosting two notable cities (Exeter and Plymouth) alongside some of the Country's most well-known rural and coastal locations (Dartmouth, Torbay, Exmoor, the North Devon Coast). As such, the economic makeup of the HotSW is highly varied, with a strong focus upon manufacturing and higher value knowledge economic activity within the area's urban centre, whilst traditional rural and coastal industries, including agritech, food and drink, fisheries and tourism continue to remain important within wider rural and coastal locations.

For the purpose of European Funding, the HotSW area is divided into two distinct sub-areas, the more developed area containing the upper tier authority of Somerset, and the Transition area incorporating Plymouth, Torbay and Devon.

Whilst there are small differentials between the two areas, this gap has closed significantly over recent years due to improvements in employment and skills attainment within the Transition area, in part led by a recovering economy. As of June 2018, unemployment overall in the HotSW had reached 1.7% and the area benefitted from the highest level of economic activity since records began.

However, despite this success, significant challenges continue within both areas, notable within peripheral rural and coastal areas and amongst pockets of lingering deprivation within the HotSW towns and cities. These include ongoing challenges around skills achievement levels in education and adulthood; progression and aspiration rates within work; gaps within the labour market and around specialist skills and careers; and on tangible outcomes such as wage levels and higher value employment opportunities. These were of particular note in the districts of Torridge, North Devon, West Somerset, South Somerset and Sedgemoor; within

parts of the urban areas of Torbay and Plymouth; and within specific wards within the Greater Exeter conurbation.

In light of the above, the HotSW has established a clear forward approach for prioritisation of economic activity across the partnership area. These are encapsulated within the Heart of the South West's [Strategic Economic Plan](#), completed in 2013, and [Productivity Strategy](#), completed earlier this year. This includes a specific focus on People issues (e.g employment and skills), with an emphasis upon five areas of specific interest:

- Enhancement of Education, Aspiration and Guidance Opportunities;
- Promotion of Apprenticeships and Traineeships;
- Provision of Employability and Basic Skills;
- Technical Skills and Skills for the Workforces
- Higher Level Skills and Sectoral Specialisation

This focus upon skills extends into the ESIF Strategy for the area, with a strong focus on three priority concerns:

- Supporting those Furthest from the Labour Market - Targeting those furthest away from the market, who have been unemployed for the longest and those who have been unsuccessful in the work programme / other relevant programmes.
- Supported Approach for Young People - Support for young people to advance and avoid NEET status, through supplementary support programmes, coaching or other mechanisms.
- Tackling in Work Poverty - Providing support for those facing in work poverty (60% of the median national household income) to increase their earning potential. Projects with a focus on training and learning, careers advice and guidance, job search support and the extending opportunity to all.
https://heartofswlep.co.uk/wp-content/uploads/2016/09/May-2016-HotSW-ESIFStrategy_0.pdf

With regards NEETS and those at risk of becoming NEET, the HotSW currently has multiple services and contracts in place within this policy area, these include:

- County led provision in the four upper tier areas for post 16 transition, advice and support;
- Career Enterprise Company led national provision around advice and guidance in school (delivered through Devon County Council);
- a range of related European supported provision, including the Hidden Talent programme and other ESFA opt in provision; and
- private sector led provision on the ground engaging with students and schools.

Ensuring services therefore do not duplicate and add value is a clear priority.

Steady progress has been made amongst the Heart of the South West's young people on the level of those not in education, employment and training ('NEET')

since 2013, with the overall NEET rate amongst year 12-14 students across the peninsula falling to 4.3% in May 2018. This compares extremely favourably with the rest of the UK, where the rate was recorded at 11.2% during the same period, up 0.3% on the year before.

However, the agglomerated data for NEETs within the HotSW area continues to underplay a range of differentiated challenges amongst the 16-24 cohort, in particular amongst those with a protected characteristic. For example, the NEET rate amongst those leaving care in May 2018 was roughly 6 times higher than the local average, and twice the national average, whilst the rate amongst those with a learning difficulty was roughly 3 times the local average. Too often, those with a barrier to learning or work in May 2018 were still failing to fulfil their potential and found themselves outside of either work or the learning environment.

LOT 1 – More Developed Local

Authorities:

Mendip District Council
Sedgemoor District Council
Somerset County Council
South Somerset District Council
Taunton Deane Borough Council
West Somerset Council

Key Priorities:

Delivery within those areas which continue to underperform on NEET achievement when compared within regional averages, in particular the Districts of West Somerset and Sedgemoor, and the towns of Taunton and Yeovil.

A focus on those wards within the Taunton, Bridgwater and Yeovil conurbations which underperform when compared to District averages, notably:

- Halcon, Taunton ○ Lyngford, Taunton ○ Pryland
Rowbottom, Taunton ○ Eastgate, Taunton ○
Sydenham, Bridgwater ○ Quantock, Bridgwater ○
Eastover, Bridgwater ○ Hamp, Bridgwater ○ Victoria,
Bridgwater ○ Bower, Bridgwater ○ West, Yeovil ○
Central, Yeovil
- East, Yeovil

The LEP has also therefore recently identified the following five areas as priorities for investment in supporting young people to avoiding becoming NEETS:

- the promotion of apprenticeship and traineeship opportunities within the HotSW;
- engagement and support for 15-24 year olds within a marginalised

group / with a protected characterises those emerging from care, with a disability or learning disability, from a BAME (black, Asian and ethnic minority) community, or those from a deprived community / challenging socio-economic background.

- additional work experience and pre-employment training opportunities for 16-24 year olds, assisting with the transition and requirements of the world of work.
- younger lone parents to overcome the specific challenges they face in joining / progressing within the labour market.

The HotSW LEP will be seeking approaches which seek to build on particular areas of growth or opportunity within the area

- Opportunities emerging from the development at Hinkley Point, including around engineering, services and professional services / support; and
- Opportunities emerging from the Aerospace sector and related industries in the Yeovil / South Somerset area.

Support and integrate with both the emerging Careers Hub Pilot, recently announced by Government, and the West Somerset Opportunity Area programme, announced by the SoS for Education in 2016.

Lot 2 – Transition

Local Authorities:

Dartmoor National Park Authority
Devon County Council
East Devon District Council
Exeter City Council
Exmoor National Park Authority
Mid Devon District Council
North Devon Council
Plymouth City Council
South Hams District Council
Torbay Council
Teignbridge District Council
Torridge District Council
West Devon Borough Council

Key Priorities:

Delivery within those areas which continue to underperform on NEET achievement when compared within regional averages, in particular the Torbay and Plymouth authority areas, the Districts of North Devon and Torridge, and the towns of Exmouth and Newton Abbot.

A focus on those wards within the Exeter and Plymouth conurbation which underperform when compared to District averages, notably:

○ St Peter and the Waterfront, Plymouth ○
St Budeaux, Plymouth

- Ham, Plymouth ○ Devonport, Plymouth ○ Honicknowle, Plymouth ○ Sutton and Mount Gould, Plymouth ○ Budshead, Plymouth ○ Wellswood, Plymouth
- Efford and Lipson, Plymouth ○ Priory, Exeter
- Newton, Exeter

The LEP has also identified the following five areas as priorities for investment in supporting young people to avoiding becoming NEETS:

- the promotion of apprenticeship and traineeship opportunities within the HotSW;
- engagement and support for 15-24 year olds within a marginalised group / with a protected characteristics those emerging from care, with a disability or learning disability, from a BAME community, or those from a deprived community / challenging socio-economic background.
- additional work experience and pre-employment training opportunities for 16-24 year olds, assisting with the transition and requirements of the world of work.
- younger lone parents to overcome the specific challenges they face in joining / progressing within the labour market.

The HotSW LEP will be seeking approaches which seek to build on particular areas of growth or opportunity within the area. Within the Transition area, this will include:

- Around the marine sector and associated advanced engineering opportunities within the Plymouth area;
- around photonics and electronics within the Torbay area;
- around digital industries and health care sectors within the Exeter areas; and
- within advanced manufacturing and engineering sector within the North Devon area.

As part of the Service, the Contractor will produce a development plan in response to the LEP's needs with identified roles and responsibilities and named contacts. The plan will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement.

The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP. A template will be provided for the development plan, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

LOT 1 – More Developed

59. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
60. The contract will be for the value of £180,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £180,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	115	200	£ 23,000.00
RQ01 Regulated Learning			£ 60,500.00
NR01 Non Regulated Activity			£ 60,500.00
PG01 Progression Paid Employment (EMP)	12	750	£ 9,000.00
PG03 Progression Education (EDU)	39	500	£ 19,500.00
PG04 Progression Apprenticeship (EDU)	6	750	£ 4,500.00
PG05 Progression Traineeship (EDU)	6	500	£ 3,000.00
Total of ESF Specification			£ 180,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

LOT 2 - Transition

61. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
62. The contract will be for the value of £405,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant

Outcomes to be achieved by the Contractor in return for funding of £405,000.00

Description	Volumes	Unit Cost	£	
ST01 Learner Assessment and Plan	258	200	£ 51,600.00	

RQ01 Regulated Learning			£ 136,825.00
NR01 Non Regulated Activity			£ 136,825.00
PG01 Progression Paid Employment (EMP)	26	750	£ 19,500.00
PG03 Progression Education (EDU)	88	500	£ 44,000.00
PG04 Progression Apprenticeship (EDU)	13	750	£ 9,750.00
PG05 Progression Traineeship (EDU)	13	500	£ 6,500.00
Total of ESF Specification			£ 405,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

HUMBER - TRANSITION

GEOGRAPHY / AREA OF DELIVERY

LEP background

Skills levels in the Humber are improving but there is still much to do to close the productivity gap, address the low skills equilibrium and create a workforce that can maximise the opportunities presented by new private sector investments.

Despite improvements in skills levels, the Humber continues to be behind national averages for those with qualifications at level four and above and a higher percentage of the population have no qualifications. Low productivity and skills shortages affect some major sectors, posing a risk for the future.

NEET levels across the Humber are mixed. The East Riding and North Lincolnshire have levels of NEET lower than the national and regional averages, whereas Hull and North East Lincolnshire are both above the national average of 5.8% and the regional average of 5.6%.

In Hull 7.3% of young people aged 16-17 were classified as NEET or not known in May 2018, equating to 404 young people. North East Lincolnshire also experiences higher than average levels of NEETs and not knowns at 6.7%, equating to 233 young people.

As at May 2018, in the East Riding of Yorkshire 3.4% of young people aged 16-17 were classified as NEET or not known, equating to 234 young people. In North Lincolnshire, 5% of young people aged 16-17 were classified as NEET or not known, equating to 189 young people.

The East Riding of Yorkshire's primarily rural geography can result in issues surrounding rural isolation and the ability to access learning and work opportunities for those who do not have access to their own transport or where public transport is limited. This is also an issue across areas of North Lincolnshire.

The Humber ESIF Strategy, Humber Employment and Skills Strategy and Humber Strategic Economic Plans all recognise the importance of employment and skills to local growth. Links to these strategies are provided below:

Humber ESIF Strategy: <http://www.humberlep.org/strategies-and-deals/europeanstructural-and-investment-funds-strategy/>

Humber LEP Employment and Skills Strategy:
<http://www.humberlep.org/skills/employment-and-skills-strategy/>

Humber SEP: <http://www.humberlep.org/strategies-and-deals/the-humber-strategieconomic-plan/>

Like all Local Enterprise Partnerships, we are in a transition phase which is seeing the development of our Local Industrial Strategy, which builds on the work we have done through our Strategic Economic Plan. Research indicates a movement in some of our traditional sectors as well as a range of opportunities in new and

emerging sectors. The Humber LEP has developed a Blueprint for a Humber Industrial Strategy which was launched in June 2018. This can be found at: <http://www.humberlep.org/lep-launches-blueprint-for-future-of-the-energy-estuary/>

Local Authorities:

East Riding of Yorkshire Council

North Lincolnshire Council

North East Lincolnshire Council

Key Priorities:

Geography

The Service must cover the Local Authority Areas listed above and the Contractor must ensure that there is equal access to opportunity in each of those Local Authority areas. Geographical coverage will be monitored as part of the project steering group.

Priority Age Group

Focus of activity should be on:

- Supporting those with mental health issues
- Addressing basic skills, including digital skills needs
- Work experience, including the use of Saturday / weekend employment and part-time work

Governance

The Contractor will be expected to take part in a quarterly project Steering Group which will include the Humber LEP, provider partners and other relevant stakeholders. The Contractor will provide quarterly reports to the Humber LEP which will be fed into its Employment and Skills Board. Data provided should be broken down to Local Authority area.

PART 5 FUNDING AND OUTCOMES

63. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

64. The contract will be for the value of £792,715.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £792,715.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	504	200	£ 100,800.00
RQ01 Regulated Learning			£ 268,833.00
NR01 Non Regulated Activity			£ 268,832.00
PG01 Progression Paid Employment (EMP)	50	750	£ 37,500.00
PG03 Progression Education (EDU)	171	500	£ 85,500.00
PG04 Progression Apprenticeship (EDU)	25	750	£ 18,750.00
PG05 Progression Traineeship (EDU)	25	500	£ 12,500.00
Total of ESF Specification			£ 792,715.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
LANCASHIRE - TRANSITION
GEOGRAPHY / AREA OF DELIVERY

LEP background

The Lancashire Local Enterprise Partnership (LEP) spans the areas supported by Lancashire County Council, Blackburn with Darwen Unitary Authority and Blackpool Unitary Authority. The LEP is home to a population of 1,485,042 people, just over one fifth of the North West total (20.6%). The economy is a mix of urban, rural and coastal communities. There are 52,100 businesses in Lancashire, of which 98% are SMEs.

The LEP's Strategic Economic Plan sets out the growth ambitions for the next 10 years providing a clear focus on realising the potential of the whole of Lancashire. The focus is to foster the right conditions for growth: to invest in innovation, skills, enterprise and infrastructure, to accelerate the achievement of its full economic potential. As the fourth largest economy in the north of England, Lancashire offers, through its ESIF Strategy, a mechanism to use ESI Funds to invest in opportunities that will support economic growth and well-being.

A key priority for the LEP is skills & employment; recognising the LEP's role in enabling and achieving a better balanced, skilled and inclusive labour market which underpins and contributes to economic well-being and growth across the County. The Lancashire Skills and Employment Strategic Framework is structured into 4 themes: Future Workforce, Skilled & Productive Workforce, Inclusive Workforce and An Informed Approach and articulates the priorities for Lancashire. The Strategic Framework is available here:

<https://www.lancashirelep.co.uk/lep-priorities/skills-employment/skills-and-employmentstrategic-framework-2016-2021.aspx>

A robust evidence base underpins the framework and identifies key issues across Lancashire – this includes sector skills studies, and key skills and employment data. In April 2018, the Lancashire Labour Market Intelligence (LMI) Toolkit was published, providing up-to-date data and a range of information broken down by the 6 Travel to Work areas in Lancashire; the framework will be refreshed in sequence but the key issues and focus remain the same. The evidence base can be accessed here: <https://www.lancashireskillshub.co.uk/about-us/evidence-base/>.

Lancashire has a number of groups whose low or lack of qualifications will prevent them from accessing the benefits of growth. This affects a number of groups but in particular young people not in employment, education and training (NEET).

Over 2000 young people in Lancashire aged 16-17 are NEET or their current activity is Not Known. 18% of 16-19 year olds have no qualifications.

Included in the evidence base is a series of 'Gap Analysis' reports which give details of the range of flexible provision available to young people, analysis of geographical gaps in provision and research into the vulnerable characteristics of young people in the area.

Local Authorities:

There is one upper tier local authority and two unitary authorities in the area:
Lancashire County Council

Blackburn with Darwen Borough Council

Blackpool Borough Council

Lancashire County Council is made up of the following district/borough councils: Burnley, Chorley, Fylde, Hyndburn, Lancaster, Pendle, Preston, Ribble Valley, Rossendale, South Ribble, West Lancashire and Wyre.

Key Priorities:

Priority will be given to young people resident or educated in Blackburn with Darwen Borough Council, Blackpool Borough Council and Lancashire County Council. Within these geographic areas, the Services should provide a specific focus on the following:

- **Blackburn with Darwen Unitary Authority Area** – The Services should focus on all areas of the borough, with particular emphasis on the most deprived wards, such as Shadsworth with Whitebirk, Wensley Fold and Sudell.
- **Blackpool Unitary Authority Area** – The Services should focus on all areas of the borough, with particular emphasis on those wards with the highest proportion of the NEET group, such as Talbot, Claremont and Bloomfield.
- **Lancashire County Council** – The Services should focus on all twelve districts within the Lancashire County Council geography. Fylde and the Ribble Valley will be targeted but have not identified priority wards. In the other 10 districts particular emphasis should be given to the following wards:
 - **Burnley** - Bank Hall, Brunshaw, Daneshouse with Stoneyholme, Gawthorpe, Lanehead, Rosegrove with Lowerhouse and Trinity
 - **Chorley** - Chorley South-East and Chorley South-West
 - **Hyndburn**- Spring Hill, Central and Church
 - **Lancaster** – Harbour, Heysham North, Central and South, Poulton and Skerton
 - **Pendle**- Bradley, Southfield and Clover Hill
 - **Preston** – Brookfield, Deepdale, Fishwick, Ingol, Larches, Ribbleton, Riversway, St George's, St Matthew's and Town Centre
 - **Rossendale** – Greensclough, Hareholme and Irwell
 - **South Ribble**- Lowerhouse
 - **West Lancashire** – Moorside, Tanhouse and Skelmersdale South
 - **Wyre** – Pharos and Rossall

Priority Age Groups –

Focus should be given to young people aged 15-18

- 15-16 for those at risk of becoming NEET,
- 16-18 and 19-24 with LDD who are NEET

Services for 15-16-year olds at risk of becoming NEET are to be aimed at strengthening the transition into post-16 learning for young people who find this particularly difficult. The services should provide tailored support for each young person, with intensive personal guidance and help to develop their understanding of the post 16 opportunities available to them. They will typically be for young

people who are not accessing a full timetable and have a range of barriers to successful transition post-16.

16-18 NEET and 19-24 NEET with LDD

The Services provided for LLDD and other vulnerable groups must address participation, retention, achievement and the progression of young people with certain disadvantages. The Services will support the sustained engagement, transition and progression through creation of individual support packages, appropriate to the particular needs of the vulnerable young person through joint working across services and support agencies, including third sector organisations, in order to pool key information and create an appropriate support package to support young people in to sustained education or employment.

16-18 and 19-24 with LDD at risk of becoming NEET

The Services include extra support to the study programmes for 16-18 year olds at risk of becoming NEET focusing on Participants that will need more support to remain engaged and successfully complete their learning. This should be additional to any existing student support offer within their place of learning.

It is expected that there is an equal balance of Participants who are fully NEET with those 15-16 at risk and those 16-18 including 19-24 with LLDD at risk groups.

Specific focus

The following requirements have been raised by local authorities as key to any programme aiming to support young people in the area:

- A focus on employability skill support for 17 and 18 year olds
- Dedicated support and advocacy for young people at transition points
- Varied, flexible, individually tailored programmes, which are focussed on robust clear goals including a work experience offer that gives a taster of learning and work skills alongside a clear progression pathway into mainstream learning

Recent research into vulnerable characteristics of young people in the area has highlighted that young people with the following will need particular support:

It is expected that Participants will have at least one or more of these barriers to engaging in learning

- Mental health issues
- Emotional and behavioural issues
- Other health issues
- Family issues
- Learning difficulties or disabilities
- Children in care or leaving care
- Young people in poverty

- Young offenders

□ Drug and alcohol misuse

The Contractor shall complete a Development Plan that address activities for example; research, responding to skills needs of the LEP's priority sectors, CPD activities, mechanisms for increasing engagement of NEETs and demand for apprenticeships, building capacity and responsiveness, new product development and innovation and other allied activities. This will include maintenance and development of the interactive map of young people's flexible provision in Lancashire.

The Contractor will need to allocate resource to work in partnership with Lancashire's Skills Hub basis, to co-ordinate delivery between this project and other opt-in projects and directly matched ESIF projects.

The Contractor shall create and manage a steering group with relevant local stakeholder, which will report into the LEP via the Skills and Employment Board. The Contractor will provide the LEP with regular performance reports on delivery and other activity detailed in the plan.

PART 5 FUNDING AND OUTCOMES

65. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

66. The contract will be for the value of £1,817,021.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,817,021.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1154	200	£ 230,800.00
RQ01 Regulated Learning			£ 615,736.00
NR01 Non Regulated Activity			£ 615,735.00
PG01 Progression Paid Employment (EMP)	115	750	£ 86,250.00
PG03 Progression Education (EDU)	392	500	£ 196,000.00
PG04 Progression Apprenticeship (EDU)	58	750	£ 43,500.00
PG05 Progression Traineeship (EDU)	58	500	£ 29,000.00
Total of ESF Specification			£ 1,817,021.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
LEEDS CITY REGION – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY
LEP background <u>Local Economic Context</u> Leeds City Region is the biggest city region economy in the country, with an annual output of £64.6bn representing 5% of the English total. It hosts 126,000 businesses, 3 million residents and an employed workforce of 1.4m. Nine Higher

Education institutions and 14 Further Education Colleges are based in the City Region, which is home to a student population of around 300,000.

Despite the City Region's undoubted economic strengths and assets, it is not realising its full potential. The decline of heavy industry has left a legacy of pockets of serious deprivation and an economy that is less productive than those in many other parts of the country.

The LEP's revised vision for the City Region is to be a globally recognised economy where good growth delivers high levels of prosperity, jobs and quality of life for everyone. This revised vision places a greater emphasis on "good growth", where a radical uplift in growth, productivity and business success goes hand in hand with quality jobs that connect all people and places to opportunity and improved quality of life. Achieving the vision will mean that our economy becomes stronger, more dynamic and resilient, and will be on course to consistently improve performance compared to national averages and international competitors over time.

The original Leeds City Region Strategic Economic Plan (SEP) was agreed in 2014, and has been updated to reflect the new focus on good growth and to account for economic change since the initial publication. The following thematic priorities were set out in the revised SEP:

PRIORITY 1: Growing Businesses

PRIORITY 2: Skilled People, Better Jobs

PRIORITY 3: Clean Energy and Environmental Resilience PRIORITY

4: Infrastructure for Growth

Local Challenges

The Services will be delivered within the Calderdale and Wakefield areas of West Yorkshire and within York, Harrogate, Selby and Craven districts of the Leeds City Region Local Enterprise Partnership area.

As of March 2018 there was a total of 1,275 young people of academic age 16 and 17 who were NEET or whose activity was not known across the districts of Calderdale, Wakefield, York and North Yorkshire LEA (which includes Harrogate, Selby and Craven).

They accounted for 4.8% of the total young people of this age who were known to their respective local authorities. The following table provides a breakdown at district / LEA level.

Table: Young people of academic age 16 and 17 who are NEET or whose activity is not known, March 2018

	Academic age 16 and 17 year olds	NEET	Not known	Total NEET / not known	% of young people of academic age 16/17	The 19- the
Calderdale	4,850	155	50	205	4.2%	
Wakefield	6,952	261	154	415	6.0%	
York	3,467	100	44	144	4.2%	
North Yorkshire	11,173	161	350	511	4.6%	
Total	26,442	677	598	1,275	4.8%	

These figures take no account of the young people aged 18-25 who are NEET, since these figures are no longer required for statutory purposes evidence from local authorities suggests that this group is larger than the cohort.

2017.

There were around 480 care leavers aged 17-18 and 1,290 care leavers aged 19-21 in the Leeds City Region, as of the end of March 2017 (figures include the whole of North Yorkshire LEA). Care leavers of all ages are less likely to be in education, employment or training. For care leavers aged 17-18 the proportion in education, employment or training ranges from 55% in Calderdale, to 66% in North Yorkshire, 70% in Wakefield and 73% in York; this compares with a national average of 62%. For care leavers aged 19-21 the proportion in education, employment or training ranges from 51% in Calderdale, to 53% in Wakefield in North Yorkshire and 74% in York; this compares with a national average of 50%. (Source: Children looked after in England including adoption: 2016 to 2017. Department for Education, 2017. <https://www.gov.uk/government/statistics/children-looked-after-in-england-including-adoption-2016-to-2017>)

Attainment of looked after children in the target areas is particularly low compared to the overall average. For example, the Key Stage 4 average Attainment scores for this group stand at 30.2, 16.5, 21.4 and 15.0 for Calderdale, Wakefield, York and North Yorkshire respectively (based on 2017 data)

Local Authorities:

Calderdale and Wakefield in West Yorkshire the overlapping areas of York, Harrogate, Selby and Craven only.

Key Priorities: Calderdale

A specific focus is required on those at serious risk of NEET in years 10 (as a minimum) and 11 in schools/PRU where one or more of the factors below apply:

- Excluded or persistent truant from school
- Disadvantage (eligible for free school meals)
- Mental health pre 16 incorporating intensive holistic individual support and group work when appropriate
- SEN and health disabilities
- Contact with children's care services
- Particular behaviours including smoking, trying cannabis, fighting, shoplifting

and vandalising

- Older sibling who is NEET

In addition a focus is required on those who are Electively Home Educated and school refusers in years 10 (age 15 as a minimum) and 11, this cohort will also require the mental health support described above.

NEET priority groups are:

- Resident in Sowerby Bridge, Ovenden, Park, Town, Luddendenfoot and Illingworth and Mixenden wards.
- 17 year olds
- Low level achievers (no qualifications, Level 1 and below)
- Pregnant young women & young parents □ Young people who are 6 months plus NEET.
- Those with emotional health and wellbeing difficulties

Wakefield

Target group 15-17 year olds at risk of NEET in school or NEETs who have left school (up to and including those aged 24 where applicable).

Specific issues which should be addressed include:

- Mental health pre 16 –including specific individual support and also preventative work with schools some of which may be delivered in groups
- Substance misuse pre (preventative) and post 16 (responsive) – including specific individual support and preventative work with schools some of which may be delivered in groups. For all groups there would need to be a focus on legal highs and the links to sexual exploitation
- Young people with a history of offending particularly those with a Youth Offending Team (YOT) order or those who have previously had a YOT order
- Teenage parents - including those who may have other considerations in relation to the ways in which they can engage
- Young People with Health Needs and /or SEND/disabilities
- Asylum seekers
- Children Looked After
- Children leaving care up to and including the age of 24
- Other vulnerable groups which have high numbers of NEET at that time

York, Harrogate, Selby & Craven

Pre-16

Target group 15-16 year olds at risk of NEET in school (incl. those home educated) Years 10 (age permitting) and 11 and where one or more of the factors detailed below apply:

- Excluded or persistent unauthorised absentee from school
- Disadvantage (eligible for free school meals)
- SEND / EHCP and health disabilities (mental health issues are rising rapidly)
- Contact with children's care services and the early intervention

- Children and young people are part of the Troubled Families Programme.

- Older sibling who is NEET
- Predicted attainment is below Level 2

For those attending local Pupil Referral Units the Service must have a more flexible 'non-regulated' four term intensive support programme when needed, starting summer term of Y10 (age permitting) and which provides post-16 inprogression support too.

Post-16

- Early leavers from the FE sector – Year 12, aged 16 / 17 who drop out of FE provision in York and Harrogate during their first two terms.
- Special School students in Years 12 – 14 (aged 16-24) at Applefields (York) and Brooklands (Skipton) with SEND / ECHP and in particular those with high needs

Preventative NEET activity - Activity that has worked well to date, includes:

- Employability skills
- Functional skills
- Regulated vocational qualifications
- Flexible non-regulated activity (particularly for young people excluded and attending Danesgate Pupil Referral Unit in York)
- 1:1 mentoring / coaching / advice and guidance
- Work Experience / experiences of work
- Employer encounters
- Continued key worker / mentor support in the first 6 months of the progression destination to secure a sustainable outcome **NEET priority groups are:**
- Low level achievers (80% of NEETs have no qualifications, Level 1 and below)
- Care Leavers up to the age of 21
- Pregnant young women
- Young parents
- Children and young people who are part of the Troubled Families Programme
- Young people who are 6 months plus NEET
- SEND / EHCP and, in particular, those with High Needs
- Those with self-declared mental health issues (ie: no need to have proof of SEND or ECHP, as there are an increasing number of young people that have been undiagnosed)
- Youth offenders
- Resident in the York wards of Westfield, Heworth, Clifton and Hull Road
- Residents in the Selby Town wards of Selby West and Selby East, that fall into the 20% most deprived areas in the country; Selby East (Abbots Road) ranks 10% most deprived in education, skills and training. 26% have no qualification and 25% of children are from low income families. For Selby West (Flaxley Road and Charles Street), 39% of residents have no qualifications, 17% are unemployed and 33% of children are from low-income families.

Activity that has worked well, includes the list cited under preventative NEET.

In addition, for youth offenders given their complex needs provision should be intensive holistic individual support to get them to a point where they are ready and able to participate in education, training or supported work. The outcome measure sought is a sustained EET destination.

To reflect need the LEP wants funding allocated:

20% Calderdale

24% Wakefield

56% York, Harrogate, Craven and Selby

This allocation will be monitored through the steering group and funds re-allocated if there is a need identified.

PART 5 FUNDING AND OUTCOMES

67. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

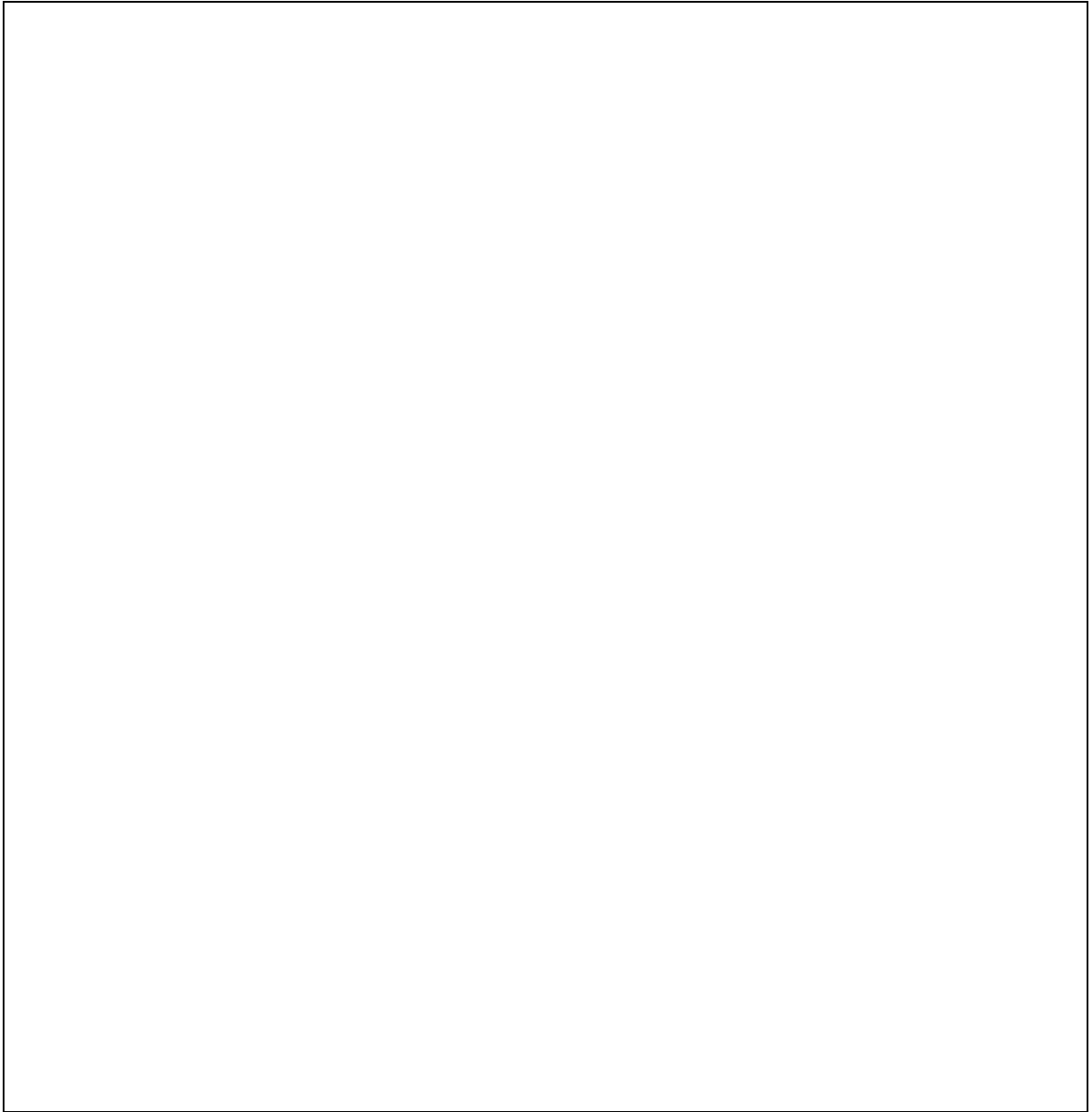
68. The contract will be for the value of £1,153,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,153,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	732	200	£ 146,400.00
RQ01 Regulated Learning			£ 390,550.00
NR01 Non Regulated Activity			£ 390,550.00
PG01 Progression Paid Employment (EMP)	73	750	£ 54,750.00
PG03 Progression Education (EDU)	249	500	£ 124,500.00
PG04 Progression Apprenticeship (EDU)	37	750	£ 27,750.00
PG05 Progression Traineeship (EDU)	37	500	£ 18,500.00
Total of ESF Specification			£ 1,153,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.



PART 4: LOCAL SERVICE REQUIREMENTS

LIVERPOOL CITY REGION – MORE DEVELOPED AND TRANSITION
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GEOGRAPHY / AREA OF DELIVERY

LEP background

The Liverpool City Region Combined Authority Skills Strategy 2018 identifies:

- | |
|--|
| <ul style="list-style-type: none">- a key outcome of 'a higher percentage of our young people have good attainment levels in English, Maths and Digital skills, and higher levels of work readiness.'- 'inactivity remains a significant challenge, particularly among younger people.'- 'poor educational performance limits progression routes into work for |
|--|

individuals and the availability of skills in the labour market. Achievement at Key Stage 4 varies significant across the City Region, with Wirral and Halton schools above the national average, but other local authority areas are underperforming, most significantly in Knowsley.'

Other local work has identified:

- The 16-18 cohort decline in the Liverpool City Region is greater than for the North West: 16-19 numbers in Liverpool City Region do not return to 2014 levels until 2028, 4 years later than the North West and five later than England.
- NEET statistics in the City Region are higher than the North West average, with some areas 'not known' figures also high, due to a number of factors:
- a recent loss of a number of Independent Training Providers following OFSTED inspections has resulted in lower participation and local capacity to deliver 16-18 Study Programmes;
- a decline in the participation of 16-18 Apprentices and Traineeships and study programme provision within the Colleges and providers that serve the City Region;
- Apprenticeship participation for 16-18 of City Region residents has fallen between 2015/16 and 2016/17.

Liverpool City Region Combined Authority, the LEP, employers, colleges, training providers, universities, trade unions, third sector organisations and public agencies, and its partners support a collaborative approach to tackling the employment and skills challenges.

The Contractor should be mindful of aligning the delivery with and alignment with the [Liverpool City Region's ESIF Strategy 2014-2020](#), the [Liverpool City Region Skills Strategy](#), its ongoing [Skills for Growth](#) work and [Growth Strategy](#); along with the [ESF Operational Programme 2014-2020](#).

LOT 1 – More Developed Local

Authorities:

Halton

Key Priorities:

Key Priorities for NEET:

- Priority Geography/wards: Halton with a particular focus on identified areas of high NEET prevalence
- Priority Age Group: 16-18 year olds

LOT 2 - Transition Local

Authorities:

Knowsley
Liverpool

Sefton
St Helens
Wirral

Key Priorities:

- Priority Geography/wards: Knowsley, Liverpool, Sefton, St Helens, and Wirral; with a particular focus on identified areas of high NEET prevalence
- Priority Age Group: 16-18 year olds

The Liverpool City Region Participation and Skills Strategy (PaSS) group has agreed that:

- local need is for intense intervention followed by sustained mentoring and pastoral support;
- activity should focus on the 1:1 mentoring for high needs NEET individuals in order to increase engagement;
- the Contractor shall work with Local Authority's Engagement Teams to identify the young people for the programme to ensure there is not a duplication of efforts;
- work with Local Authority's Engagement Teams to allow contract efficiencies and referral points of contact with each Local Authority.
- the successful applicant should evaluate the ongoing impact of the programme by:
 - i) completing individualised actions plans for each participant and, ii) agreeing measurable planned outcomes for each learner.

The Liverpool City Region PASS Group will help further define local level engagement needs based on current NEET rates in each Local Authority area.

A NEET working group was established following the Liverpool City Region Area Based Review 2017. The working group identified the following findings regarding NEET in the City Region:

- a risk of parachuted non-mainstream provision, aimed at supporting NEET, having an adverse effect on the participation of 16-18 year olds in mainstream learning and future annual allocations of funding from the Education and Skills Funding Agency to local providers;
- geographical 'hot spots' of NEET within local authority areas to be addressed by cluster groups of Local Authorities and learning and skills providers;
- a gap in the engagement of NEET young people across the City Region;
- a gap in the pastoral support in the form of 1:1 mentoring that offers continuity to those at risk of becoming NEET and continues once engaged in mainstream provision to support retention in learning;

- an increase in the proportion of young people experiencing mental health issues which contributes to a barrier to learning.

The Contractor shall:

- i) engage local NEET Participants, prioritising those aged 16-18 with intense intervention followed by sustained mentoring and pastoral support;
- ii) have the physical resources and facilities to directly deliver in Liverpool City Region NEET hotspots to avoid unnecessary travel by Participants;
- iii) work in co-operation with local mainstream providers of ESFA study programme Colleges and providers and provision (including traineeships);
- iv) report the progress of the programme to the local 14-19 Participation Achievement and Skills Strategy (PASS) NEET working group and Liverpool City Region Combined Authority;
- v) share data on specific Participants and ensure GDPR compliance in sharing Participant data with local authorities to enable them to meet their statutory duties for NEET reporting to the Department for Education.
- vi) work with the Local Authority's Engagement Teams in the local authority areas to identify the young people for the programme to ensure there is not a duplication of efforts.
- vii) work with the Local Authority's Engagement Teams in the local authority areas to allow contract efficiencies and referral points of contact.
- viii) evaluate the ongoing impact of the programme by completing individualised actions plans for each participant and agreeing measurable planned outcomes for each learner.

As part of the Services, the Contractor will produce a development plan in response to the LEPs needs, with identified roles and responsibilities and named contacts. The plan will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP. A template for the development plan will be provided which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

LOT 1 – More Developed

69. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

70. The contract will be for the value of £225,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence

immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £225,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	143	200	£ 28,600.00
RQ01 Regulated Learning			£ 76,325.00
NR01 Non Regulated Activity			£ 76,325.00
PG01 Progression Paid Employment (EMP)	14	750	£ 10,500.00
PG03 Progression Education (EDU)	49	500	£ 24,500.00
PG04 Progression Apprenticeship (EDU)	7	750	£ 5,250.00
PG05 Progression Traineeship (EDU)	7	500	£ 3,500.00
Total of ESF Specification			£ 225,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

LOT 2 – Transition

71. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

72. The contract will be for the value of £2,025,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £2,025,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1286	200	£ 257,200.00
RQ01 Regulated Learning			£ 686,275.00
NR01 Non Regulated Activity			£ 686,275.00
PG01 Progression Paid Employment (EMP)	129	750	£ 96,750.00
PG03 Progression Education (EDU)	437	500	£ 218,500.00
PG04 Progression Apprenticeship (EDU)	64	750	£ 48,000.00

PG05 Progression Traineeship (EDU)	64	500	£ 32,000.00
Total of ESF Specification			£ 2,025,000.00
*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.			

PART 4: LOCAL SERVICE REQUIREMENTS
LONDON CENTRAL – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

ESF in London

ESF in London is managed by the Greater London Authority who act as the Intermediate Body for ESF under the strategic direction of the Mayor and the London Economic Action Partnership (LEAP).

The LEAP produced a detailed European Structural and Investment Fund (ESIF) Strategy in 2014 detailing how ESF should support the capital's Jobs and Growth aims. The LEAP has been allocated approx. £529m for the delivery of the ESIF Strategy for London 2014-20. <https://lep.london/publication/european-funding-strategy-2014-20>.

The ESIF Strategy for London builds on the LEAP's Jobs and Growth Plan. Alongside London's successes there are many challenges; juxtaposed with highly successful agile and profitable labour markets are significant pockets of deprivation, worklessness and economic underperformance. The residents of many London boroughs do not possess the skills or opportunities to share in the successes of local markets. London's allocation of funding allows the LEAP to develop a responsive and relevant portfolio of activities to tackle the ESIF strategy

challenges.

The LEAP, through the GLA's European Programmes Management Unit, is working with the ESF Co-Financing Organisations (CFOs) to ensure a comprehensive package of ESF provision is in place for the second half of the ESF 2014-20 programme. More information about the London ESF 2014-20 programme can be found at https://lep.london/content_page/european-social-fund

NEET context in London

Although the proportion of young people in London who are NEET has fallen over the last five years, it is still the case that nearly one in ten (83,000) 16-24 year olds in the city are NEET. April 2018 figures from NCISS show that over 8,000 16 and 17- year olds in London are NEET or their destination is not known.

The employment rate tends to be lower for young people (aged 16-24). In London, 21% of people aged 16-19, and 64% of people aged 20-24, were employed in 2016, against a London-wide average of 74%. Partly this reflects higher rates of participation in full-time education when young, but overall unemployment for young people also remains higher. In London, the youth unemployment rate (the proportion of economically active young people either in work or out of work but looking for work) who are not working is 28% among 16-19 year-olds, and 11% among 20-24 year-olds, against a London-wide average of 6%¹.

¹ Data sources: London Datastore, 16-18 NEETS by borough, 16-24 NEETS by region, & borough <https://data.london.gov.uk/dataset/young-people-not-employment-education-or-trainingborough>; and Equality, Diversity and Inclusion Evidence Base for London <https://data.london.gov.uk/dataset/equality--diversity-and-inclusion-evidence-base-2018> ²
GLA (2017) *Annual London Education Report 2017*

The LEAP will invest £9m ESF across 4 contract package areas to support young people who are NEET to improve their education, employability and personal skills and help them to progress into sustained education, training or employment.

Greater London Authority ESF Youth provision 2019-23

In addition to this investment through the ESFA, the GLA CFO, is working with the LEAP to design a range of ESF projects for young people NEET or 'at-risk' of NEET, which will be procured later this year. While maintaining London's excellent school record, the Mayor wants to improve outcomes for less advantaged children, especially children in care and children with SEND. Just 17% of looked-after children and less than a third of SEND children in London achieved five good GCSEs, including English and maths.²

All young Londoners deserve a city that works for them but too many young people leave education at Key Stage 5 (before age 19) without formal qualifications and appropriate life skills. To make the most of London's opportunities, children and young people need to be able to move successfully into post-16 education, to access training, work or higher education. The GLA youth ESF programme is made up of the following strands:

- **Occupational Skills Programmes** supporting young people NEET with industry-relevant and pre-apprenticeship skills in key London sectors, leading to sustained employment outcomes.
- **Continuing Participation** for 15-19-year olds who are at risk of becoming

NEET to improve their retention and achievement rates.

- **Gangs prevention** project offering intensive and long-term support for young people who are involved in, or at risk of being involved in gangs, supporting them to return to education or on to employment.
- Tailored support into sustained employment or education for **young people who are NEET with learning difficulties and disabilities**.
- Targeted support for **young people who are NEET and have specific complex needs or characteristics** - e.g. care leavers, people with alcohol or substance misuse issues, homeless people etc.
- **Social action outreach and wrap-around pilot** to engage young people who are NEET to facilitate increased participation in “social action” programmes (e.g. the National Citizens Service (NCS), Duke of Edinburgh Awards etc.) and improve outcomes into education and work from these programmes for these groups.
- **Careers Clusters**, building on the previous successful pilots, bringing schools and colleges together to develop employer-focused activities for pupils, help teachers understand London's job opportunities and support pupils to access work placements and internships.

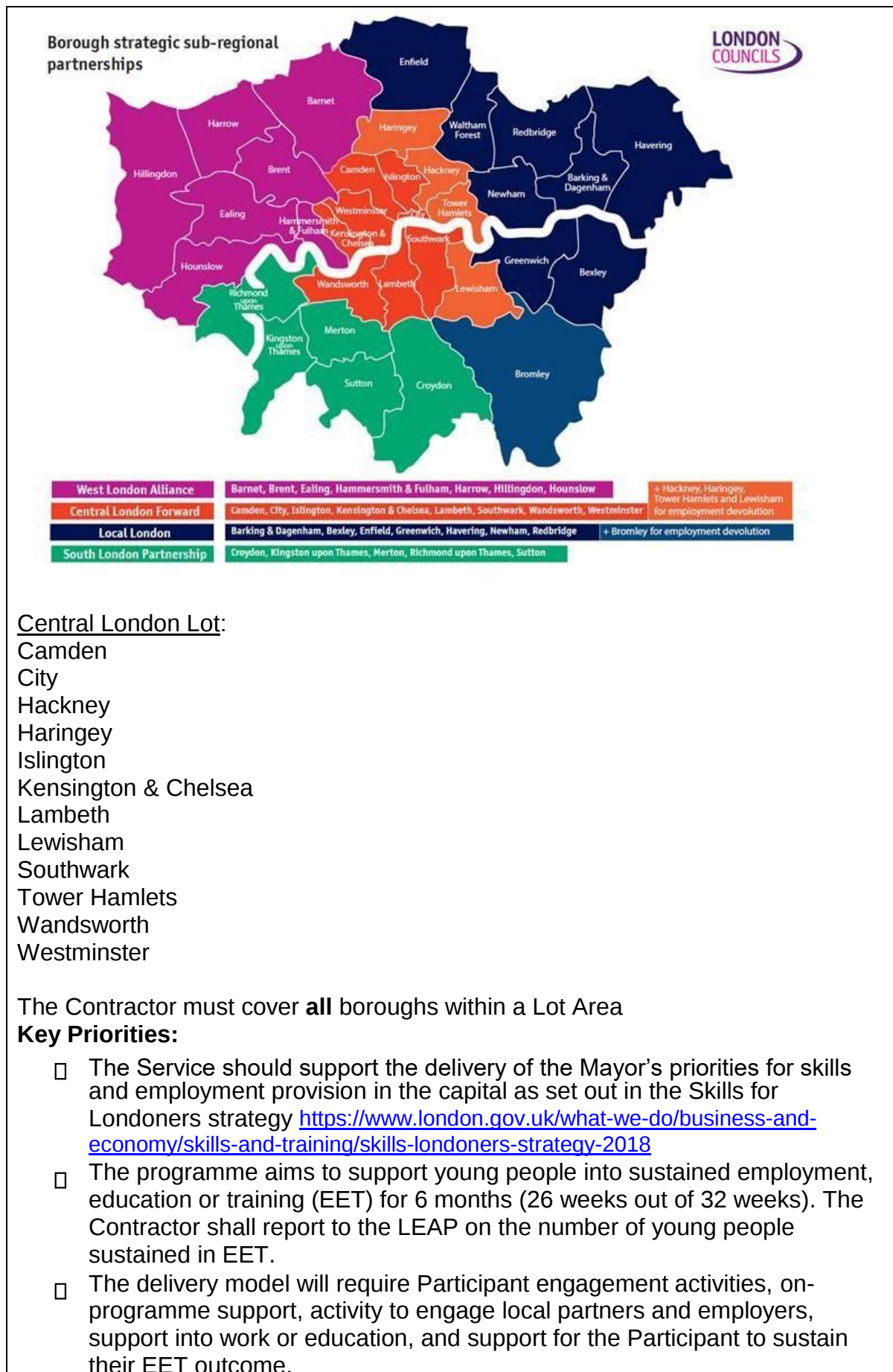
London ESF Youth Programme – 2019-23

Collectively these projects will form the London ESF Youth Programme – 2019-23. All Contractors involved in delivering the ESF Youth Programme, whether ESFA or GLA funded, will be expected to work together closely, referring to other strands within the Programme where alternative provision may be better suited to the needs of the young person.

The Contractor will also be expected to actively participate in any groups or structures established by the LEAP to support the delivery of the ESF Youth Programme. More information on the GLA's planned ESF youth projects can be found on the LEAP website.

Local Authorities:

Four LOTS will be procured across the London LEP area, one per Borough SubRegional Partnership area as illustrated on the map below.



- The Service should complement activity being funded through the GLA's planned programme
- The Contractor will need to work closely with, local authorities, schools, colleges, training providers, voluntary sector organisations, employers and other ESF provision.
- The Contractor must promote their activities to organisations delivering, and Participants taking part in, the Mayor's Young Londoners Fund. The Young Londoners Fund was launched to help and support children and young people to fulfil their potential, particularly those at risk of getting caught up in crime. www.london.gov.uk/mayors-young-londoners-fund

Target Group:

- Young people aged 16-24 not in education, employment or training (NEET). Support for young people at risk of NEET are not the target group therefore a discussion with the LEAP on the need of offering this provision is required in order to gain support
- Given London's demographics, at least 56% of young people engaged should be from an ethnic minority.

London Employability Performance Rating

The Contractor shall participate in the London Employability Performance Rating. Further information about the London Employability Performance Rating can be found on the Greater London Authority's website:

<http://data.london.gov.uk/londonemployability-performance-rating/>

PART 5 FUNDING AND OUTCOMES

73. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

74. The contract will be for the value of £3,495,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £3,495,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	2219	200	£ 443,800.00

RQ01 Regulated Learning			£ 1,184,475.00
NR01 Non Regulated Activity			£ 1,184,475.00
PG01 Progression Paid Employment	222	750	£ 166,500.00
(EMP)			
PG03 Progression Education (EDU)	754	500	£ 377,000.00
PG04 Progression Apprenticeship (EDU)	111	750	£ 83,250.00
PG05 Progression Traineeship (EDU)	111	500	£ 55,500.00
Total of ESF Specification			£ 3,495,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

LONDON NORTH AND EAST – MORE DEVELOPED

GEOGRAPHY / AREA OF DELIVERY

LEP background

ESF in London

ESF in London is managed by the Greater London Authority who act as the Intermediate Body for ESF under the strategic direction of the Mayor and the London Economic Action Partnership (LEAP).

The LEAP produced a detailed European Structural and Investment Fund (ESIF) Strategy in 2014 detailing how ESF should support the capital's Jobs and Growth aims. The LEAP has been allocated approx. £529m for the delivery of the ESIF Strategy for London 2014-20. <https://lep.london/publication/european-funding-strategy-2014-20>.

The ESIF Strategy for London builds on the LEAP's Jobs and Growth Plan. Alongside London's successes there are many challenges; juxtaposed with highly successful agile and profitable labour markets are significant pockets of deprivation, worklessness and economic underperformance. The residents of many London boroughs do not possess the skills or opportunities to share in the successes of local markets. London's allocation of funding allows the LEAP to develop a responsive and relevant portfolio of activities to tackle the ESIF strategy challenges.

The LEAP, through the GLA's European Programmes Management Unit, is working with the ESF Co-Financing Organisations (CFOs) to ensure a comprehensive package of ESF provision is in place for the second half of the ESF 2014-20 programme. More information about the London ESF 2014-20 programme can be found at https://lep.london/content_page/european-social-fund

NEET context in London

Although the proportion of young people in London who are NEET has fallen over the last five years, it is still the case that nearly one in ten (83,000) 16-24 year olds in the city are NEET. April 2018 figures from NCISS show that over 8,000 16 and 17- year olds in London are NEET or their destination is not known.

The employment rate tends to be lower for young people (aged 16-24). In London, 21% of people aged 16-19, and 64% of people aged 20-24, were employed in 2016, against a London-wide average of 74%. Partly this reflects higher rates of participation in full-time education when young, but overall unemployment for young people also remains higher. In London, the youth unemployment rate (the proportion of economically active young people either in work or out of work but looking for work) who are not working is 28% among 16-19 year-olds, and 11% among 20-24 year-olds, against a London-wide average of 6%².

² Data sources: London Datastore, 16-18 NEETS by borough, 16-24 NEETS by region, & borough <https://data.london.gov.uk/dataset/young-people-not-employment-education-or-trainingborough>; and Equality, Diversity and Inclusion Evidence Base for London <https://data.london.gov.uk/dataset/equality--diversity-and-inclusion-evidence-base-2018> ⁴
GLA (2017) *Annual London Education Report 2017*

The LEAP will invest £9m ESF across 4 contract package areas to support young people who are NEET to improve their education, employability and personal skills and help them to progress into sustained education, training or employment.

Greater London Authority ESF Youth provision 2019-23

In addition to this investment through the ESFA, the GLA CFO, is working with the LEAP to design a range of ESF projects for young people NEET or 'at-risk' of NEET, which will be procured later this year. While maintaining London's excellent school record, the Mayor wants to improve outcomes for less advantaged children, especially children in care and children with SEND. Just 17% of looked-after children and less than a third of SEND children in London achieved five good GCSEs, including English and maths.⁴

All young Londoners deserve a city that works for them but too many young people leave education at Key Stage 5 (before age 19) without formal qualifications and appropriate life skills. To make the most of London's opportunities, children and young people need to be able to move successfully into

post-16 education, to access training, work or higher education. The GLA youth ESF programme is made up of the following strands:

- **Occupational Skills Programmes** supporting young people NEET with industry-relevant and pre-apprenticeship skills in key London sectors, leading to sustained employment outcomes.
- **Continuing Participation** for 15-19-year olds who are at risk of becoming NEET to improve their retention and achievement rates.
- **Gangs prevention** project offering intensive and long-term support for young people who are involved in, or at risk of being involved in gangs, supporting them to return to education or on to employment.
- Tailored support into sustained employment or education for **young people who are NEET with learning difficulties and disabilities**.
- Targeted support for **young people who are NEET and have specific complex needs or characteristics** - e.g. care leavers, people with alcohol or substance misuse issues, homeless people etc.
- **Social action outreach and wrap-around pilot** to engage young people who are NEET to facilitate increased participation in “social action” programmes (e.g. the National Citizens Service (NCS), Duke of Edinburgh Awards etc.) and improve outcomes into education and work from these programmes for these groups.
- **Careers Clusters**, building on the previous successful pilots, bringing schools and colleges together to develop employer-focused activities for pupils, help teachers understand London's job opportunities and support pupils to access work placements and internships.

London ESF Youth Programme – 2019-23

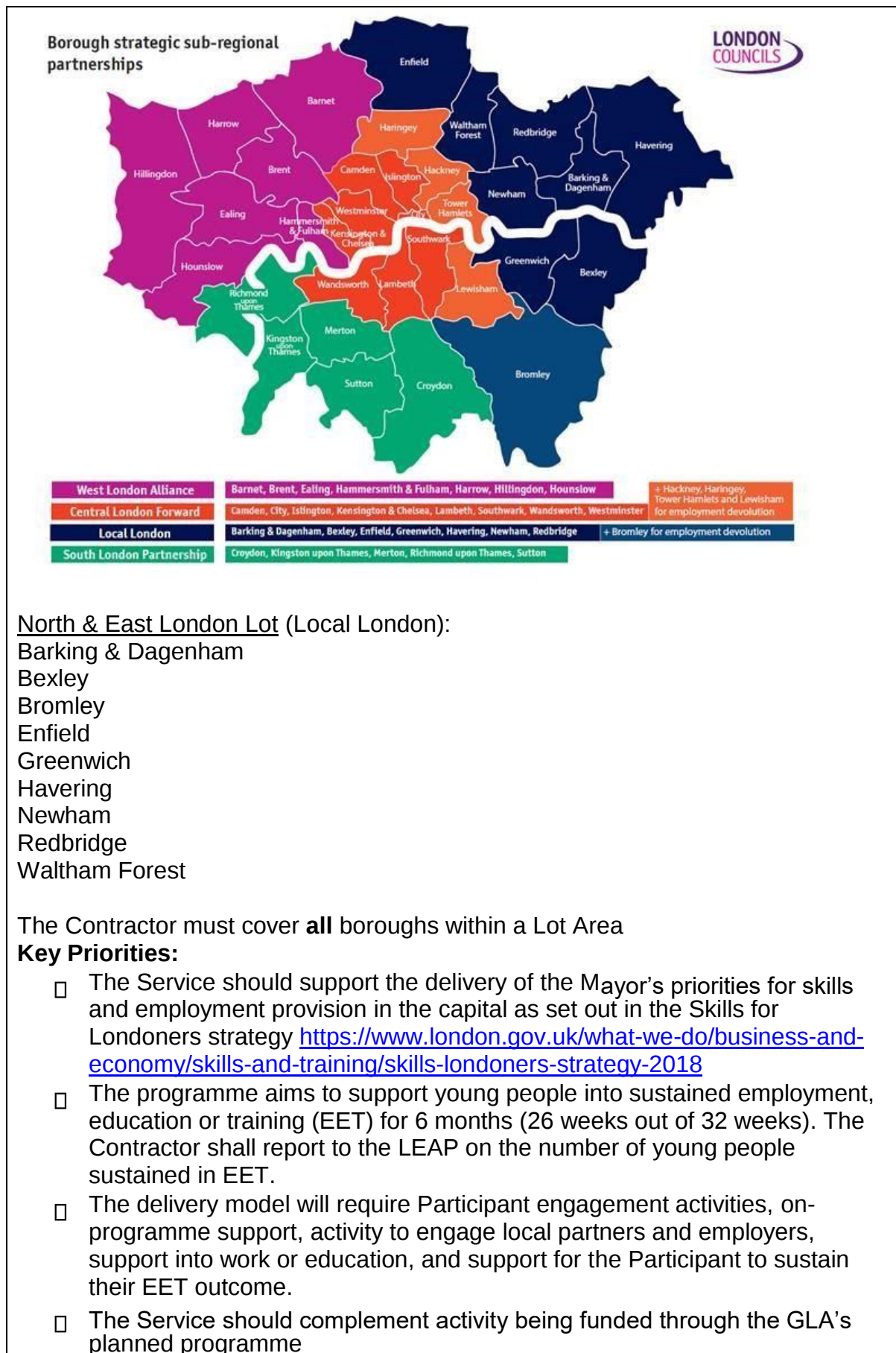
Collectively these projects will form the London ESF Youth Programme – 2019-23. All Contractors involved in delivering the ESF Youth Programme, whether ESFA or GLA funded, will be expected to work together closely, referring to other strands within the Programme where alternative provision may be better suited to the needs of the young person.

The Contractor will also be expected to actively participate in any groups or structures established by the LEAP to support the delivery of the ESF Youth Programme.

More information on the GLA's planned ESF youth projects can be found on the LEAP website.

Local Authorities:

Four LOTS will be procured across the London LEP area, one per Borough SubRegional Partnership area as illustrated on the map below.



- The Contractor will need to work closely with, local authorities, schools, colleges, training providers, voluntary sector organisations, employers and other ESF provision.
- The Contractor must promote their activities to organisations delivering, and Participants taking part in, the Mayor's Young Londoners Fund. The Young Londoners Fund was launched to help and support children and young people to fulfil their potential, particularly those at risk of getting caught up in crime. www.london.gov.uk/mayors-young-londoners-fund

Target Group:

- Young people aged 16-24 not in education, employment or training (NEET). Support for young people at risk of NEET are not the target group therefore a discussion with the LEAP on the need of offering this provision is required in order to gain support
- Given London's demographics, at least 56% of young people engaged should be from an ethnic minority.

London Employability Performance Rating

The Contractor shall participate in the London Employability Performance Rating. Further information about the London Employability Performance Rating can be found on the Greater London Authority's website:

<http://data.london.gov.uk/londonemployability-performance-rating/>

PART 5 FUNDING AND OUTCOMES

75. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
76. The contract will be for the value of £2,561,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £2,561,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1626	200	£ 325,200.00
RQ01 Regulated Learning			£ 867,900.00
NR01 Non Regulated Activity			£ 867,900.00

PG01 Progression Paid Employment (EMP)	163	750	£ 122,250.00
PG03 Progression Education (EDU)	553	500	£ 276,500.00
PG04 Progression Apprenticeship (EDU)	81	750	£ 60,750.00
PG05 Progression Traineeship (EDU)	81	500	£ 40,500.00
Total of ESF Specification			£ 2,561,000.00
*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.			

PART 4: LOCAL SERVICE REQUIREMENTS
LONDON SOUTH – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

ESF in London

ESF in London is managed by the Greater London Authority who act as the Intermediate Body for ESF under the strategic direction of the Mayor and the London Economic Action Partnership (LEAP).

The LEAP produced a detailed European Structural and Investment Fund (ESIF) Strategy in 2014 detailing how ESF should support the capital's Jobs and Growth aims. The LEAP has been allocated approx. £529m for the delivery of the ESIF Strategy for London 2014-20. <https://lep.london/publication/european-funding-strategy2014-20>.

The ESIF Strategy for London builds on the LEAP's Jobs and Growth Plan. Alongside London's successes there are many challenges; juxtaposed with highly successful agile and profitable labour markets are significant pockets of deprivation, worklessness and economic underperformance. The residents of many London boroughs do not possess the skills or opportunities to share in the successes of local markets. London's allocation of funding allows the LEAP to develop a responsive and relevant portfolio of activities to tackle the ESIF strategy challenges.

The LEAP, through the GLA's European Programmes Management Unit, is working with the ESF Co-Financing Organisations (CFOs) to ensure a comprehensive package of ESF provision is in place for the second half of the ESF 2014-20 programme. More information about the London ESF 2014-20 programme can be found at https://lep.london/content_page/european-social-fund

NEET context in London

Although the proportion of young people in London who are NEET has fallen over the last five years, it is still the case that nearly one in ten (83,000) 16-24 year olds in the city are NEET. April 2018 figures from NCISS show that over 8,000 16 and 17- year olds in London are NEET or their destination is not known.

The employment rate tends to be lower for young people (aged 16-24). In London, 21% of people aged 16-19, and 64% of people aged 20-24, were employed in 2016, against a London-wide average of 74%. Partly this reflects higher rates of participation in full-time education when young, but overall unemployment for young people also remains higher. In London, the youth unemployment rate (the proportion of economically active young people either in work or out of work but looking for work) who are not working is 28% among 16-19 year-olds, and 11% among 20-24 year-olds, against a London-wide average of 6%³.

³ Data sources: London Datastore, 16-18 NEETS by borough, 16-24 NEETS by region, & borough <https://data.london.gov.uk/dataset/young-people-not-employment-education-or-trainingborough>; and Equality, Diversity and Inclusion Evidence Base for London <https://data.london.gov.uk/dataset/equality--diversity-and-inclusion-evidence-base-2018> ⁶
GLA (2017) *Annual London Education Report 2017*

The LEAP will invest £9m ESF across 4 contract package areas to support young people who are NEET to improve their education, employability and personal skills and help them to progress into sustained education, training or employment.

Greater London Authority ESF Youth provision 2019-23

In addition to this investment through the ESFA, the GLA CFO, is working with the LEAP to design a range of ESF projects for young people NEET or 'at-risk' of NEET, which will be procured later this year. While maintaining London's excellent school record, the Mayor wants to improve outcomes for less advantaged children, especially children in care and children with SEND. Just 17% of looked-after children and less than a third of SEND children in London achieved five good GCSEs, including English and maths.⁶

All young Londoners deserve a city that works for them but too many young people leave education at Key Stage 5 (before age 19) without formal qualifications and appropriate life skills. To make the most of London's

opportunities, children and young people need to be able to move successfully into post-16 education, to access training, work or higher education. The GLA youth ESF programme is made up of the following strands:

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- **Careers Clusters**, building on the previous successful pilots, bringing schools and colleges together to develop employer-focused activities for pupils, help teachers understand London's job opportunities and support pupils to access work placements and internships.

London ESF Youth Programme – 2019-23

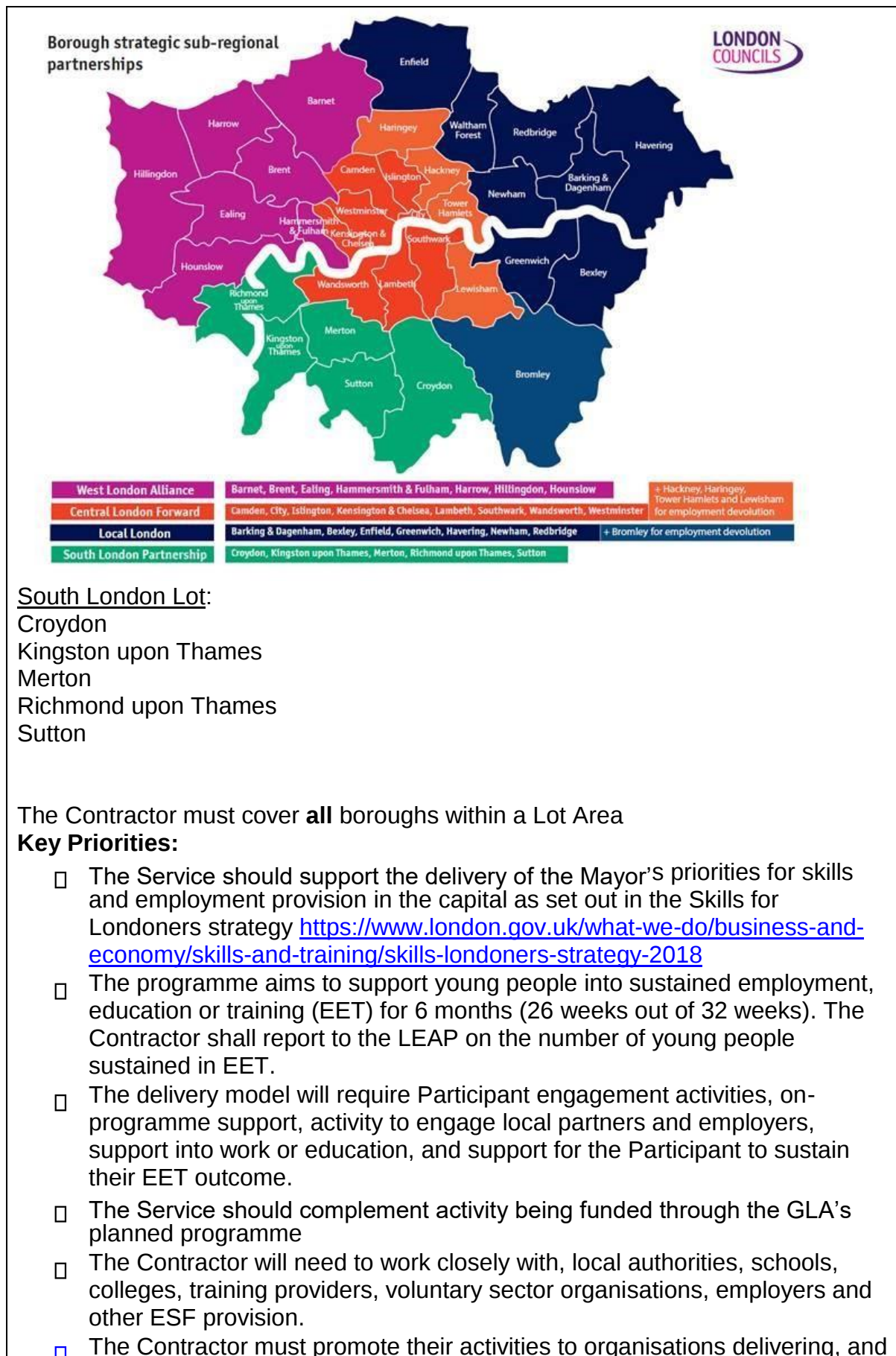
Collectively these projects will form the London ESF Youth Programme – 2019-23. All Contractors involved in delivering the ESF Youth Programme, whether ESFA or GLA funded, will be expected to work together closely, referring to other strands within the Programme where alternative provision may be better suited to the needs of the young person.

The Contractor will also be expected to actively participate in any groups or structures established by the LEAP to support the delivery of the ESF Youth Programme.

More information on the GLA's planned ESF youth projects can be found on the LEAP website.

Local Authorities:

Four LOTS will be procured across the London LEP area, one per Borough SubRegional Partnership area as illustrated on the map below.



Participants taking part in, the Mayor's Young Londoners Fund. The Young Londoners Fund was launched to help and support children and young people to fulfil their potential, particularly those at risk of getting caught up in crime. www.london.gov.uk/mayors-young-londoners-fund

Target Group:

- Young people aged 16-24 not in education, employment or training (NEET). Support for young people at risk of NEET are not the target group therefore a discussion with the LEAP on the need of offering this provision is required in order to gain support
- Given London's demographics, at least 56% of young people engaged should be from an ethnic minority.

London Employability Performance Rating

The Contractor shall participate in the London Employability Performance Rating. Further information about the London Employability Performance Rating can be found on the Greater London Authority's website:

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PART 5 FUNDING AND OUTCOMES

77. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

78. The contract will be for the value of £1,215,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,215,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	772	200	£ 154,400.00
RQ01 Regulated Learning			£ 411,550.00
NR01 Non Regulated Activity			£ 411,550.00
PG01 Progression Paid Employment (EMP)	77	750	£ 57,750.00
PG03 Progression Education (EDU)	262	500	£ 131,000.00
PG04 Progression Apprenticeship (EDU)	39	750	£ 29,250.00

PG05 Progression Traineeship (EDU)	39	500	£ 19,500.00
Total of ESF Specification			£ 1,215,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

LONDON WEST – MORE DEVELOPED

GEOGRAPHY / AREA OF DELIVERY

LEP background

ESF in London

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NEET context in London

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⁴ Data sources: London Datastore, 16-18 NEETS by borough, 16-24 NEETS by region, & borough <https://data.london.gov.uk/dataset/young-people-not-employment-education-or-trainingborough>; and Equality, Diversity and Inclusion Evidence Base for London <https://data.london.gov.uk/dataset/equality--diversity-and-inclusion-evidence-base-2018> ⁸
GLA (2017) *Annual London Education Report 2017*

The LEAP will invest £9m ESF across 4 contract package areas to support young people who are NEET to improve their education, employability and personal skills and help them to progress into sustained education, training or employment.

Greater London Authority ESF Youth provision 2019-23

In addition to this investment through the ESFA, the GLA CFO, is working with the LEAP to design a range of ESF projects for young people NEET or 'at-risk' of NEET, which will be procured later this year. While maintaining London's excellent school record, the Mayor wants to improve outcomes for less advantaged children, especially children in care and children with SEND. Just 17% of looked-after children and less than a third of SEND children in London achieved five good GCSEs, including English and maths.⁸

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London ESF Youth Programme – 2019-23

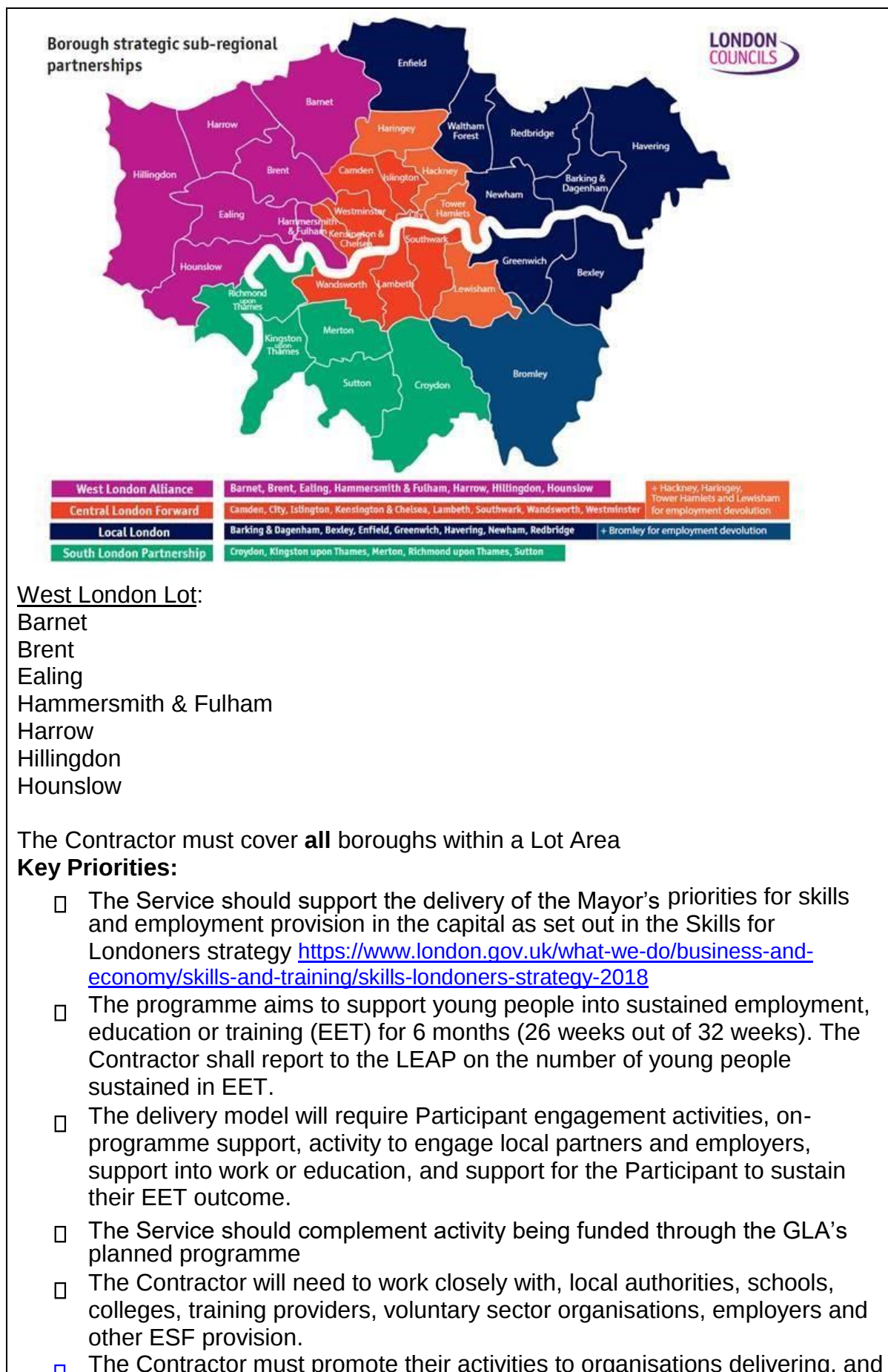
Collectively these projects will form the London ESF Youth Programme – 2019-23. All Contractors involved in delivering the ESF Youth Programme, whether ESFA or GLA funded, will be expected to work together closely, referring to other strands within the Programme where alternative provision may be better suited to the needs of the young person.

The Contractor will also be expected to actively participate in any groups or structures established by the LEAP to support the delivery of the ESF Youth Programme.

More information on the GLA's planned ESF youth projects can be found on the LEAP website.

Local Authorities:

Four LOTS will be procured across the London LEP area, one per Borough SubRegional Partnership area as illustrated on the map below.



Participants taking part in, the Mayor's Young Londoners Fund. The Young Londoners Fund was launched to help and support children and young people to fulfil their potential, particularly those at risk of getting caught up in crime. www.london.gov.uk/mayors-young-londoners-fund

Target Group:

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- Given London's demographics, at least 56% of young people engaged should be from an ethnic minority.

London Employability Performance Rating

The Contractor shall participate in the London Employability Performance Rating. Further information about the London Employability Performance Rating can be found on the Greater London Authority's website:

<http://data.london.gov.uk/londonemployability-performance-rating/>

PART 5 FUNDING AND OUTCOMES

79. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

80. The contract will be for the value of £1,729,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,729,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1098	200	£ 219,600.00
RQ01 Regulated Learning			£ 585,825.00
NR01 Non Regulated Activity			£ 585,825.00
PG01 Progression Paid Employment (EMP)	110	750	£ 82,500.00
PG03 Progression Education (EDU)	373	500	£ 186,500.00
PG04 Progression Apprenticeship (EDU)	55	750	£ 41,250.00
PG05 Progression Traineeship (EDU)	55	500	£ 27,500.00
Total of ESF Specification			£ 1,729,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
NORTH EASTERN – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY
LEP background The North East Local Enterprise Partnership's Strategic Economic Plan sets out the growth ambitions for the next 10 years, providing a clear focus on realising the potential of the whole of the North East, setting out the framework for their Growth Deal with Government and directs the resources within their agreed European Structural Investment Fund (ESIF) strategy. The North East LEP area has a number of groups whose low or lack of qualifications will prevent them from accessing the benefits of growth. This affects a number of groups but in particular young people not in employment, education and training (NEETs).

The North East has the highest rate of NEETs in the country and this activity will work alongside and complement provision available through national and mainstream routes. It will also positively impact on the success of other programmes to tackle youth unemployment across the More Developed Area of the North East LEP.

The objectives of the Services are:

- By 2021, contribute to the reduction of the number of young people in the labour market with no or low qualifications
- By 2021, contribute to the increase in the number of young people gaining employment or moving on to further education or training as a result of skills development and support
- Contribute to the reduction of the overall number of NEETs in the LEP area
- Increase the uptake of traineeship and apprenticeship opportunities by young people

Further details on the North East LEP area ESIF Strategy can be found at <https://www.nelep.co.uk/wp-content/uploads/2014/10/NE-LEP-ESIF-Strategy-Full23-June-2016.pdf>

Local Authorities:

Gateshead
Newcastle Upon Tyne
North Tyneside
Northumberland
South Tyneside
Sunderland

Key Priorities:

The Services should retain a priority focus on 15-18 years old. Support may be extended to the 18-24 group if a demonstrable gap in provision exists.

The Contractor must be able to identify key geographical areas of need within LEP area.

The Services should engage with the hardest to reach NEET, in particular contact and re-engage young people aged 15-18 and improve their attendance, attainment, performance and behaviour to enable them to access suitable learning and/or employment.

The initial priorities for the specifications are:

- Activities to align to those set out in the North East LEP Area ESIF Strategy for ESF support under Investment Priority 1.2 Sustainable Integration of Young People.

- Address gaps where a specific need to target pre-NEETs / the 15-18 cohort exist

The Contractor must specify where a clear gap in provision exists to demonstrate

need for intervention.

The Services must be linked to mainstream skills development and employment activity, support and integrate with the North East Apprenticeship Growth Partnership and must be based on a good understanding of the main skills and apprenticeship priorities for the North East LEP area.

The Services must deliver interventions to support all target groups and their related needs across the More Developed Area of the North East LEP area. The Services must offer very local and flexible delivery in the areas where levels of NEET are highest including having capacity to deliver in the area and tailored so that it is effective at the appropriate local level.

The Services must be delivered to the same standards across the entire geographical area.

The Contractor must establish a project steering group at the start of the Service to manage and oversee delivery of the contract. The group must have representation nominated by the LEP and agreed by the ESIF Committee. This must include at least one representative from the More Developed Area of Northumberland, Tyne & Wear. The steering group must be chaired by the Contractor and will need to meet on a monthly basis for the first three months and then as required.

To ensure sufficient local engagement is undertaken during the contract period, the Contractor shall commit to:

- Engage in ESF Provider Network activity as and when required ●
- Being aware of and avoid duplication of existing provision

As part of the Services, the Contractor will produce a development plan in response to the LEP's needs, with identified roles and responsibilities and named contacts which will be agreed and revised with the LEP Area Steering Group on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement.

The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP Area Steering Group. The ESFA/LEP will agree a template for the development plan, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

81. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

82. The contract will be for the value of £1,681,784.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,681,784.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1068	200	£ 213,600.00
RQ01 Regulated Learning			£ 570,092.00
NR01 Non Regulated Activity			£ 570,092.00
PG01 Progression Paid Employment (EMP)	107	750	£ 80,250.00
PG03 Progression Education (EDU)	363	500	£ 181,500.00
PG04 Progression Apprenticeship (EDU)	53	750	£ 39,750.00
PG05 Progression Traineeship (EDU)	53	500	£ 26,500.00
Total of ESF Specification			£ 1,681,784.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

NORTHAMPTONSHIRE – MORE DEVELOPED

GEOGRAPHY / AREA OF DELIVERY

LEP background

South East Midlands Local Enterprise Partnership (SEMLEP) are in the midst of a period of substantial change, politically, economically and in terms of a technological revolution that is rapidly re-shaping the way we live, work and do business. With the recent merger between SEMLEP and Northamptonshire LEP, now is the right time to review success, consider challenges and focus on opportunities. For us to continue to deliver the growth and prosperity we have seen in recent years, our priority is to create conditions for stronger, sustainable and productivity-led growth, with our strengths in innovation at the forefront.

In all our proposed activities, we anticipate cross-cutting benefits of sustainability and the promotion of equality. To ensure the value of ESIF funds is maximised locally, we plan to ensure that our Programme is open and accessible across the private, public, voluntary and community sectors.

The Services will support young people who are NEET or at risk of becoming

NEET (Not in Education, Employment or Training) including those leaving care with a focus on mental health and wellbeing support. Provision to focus on attitude, character and values as well as task and work readiness. The extremely low rates of both economic activity and employment in 16 – 19 year-olds could be attributed to continuing education. However, the rates for both economic activity and employment for those people aged 20 – 24 are seven points below the SEMLEP working age average in both categories.

For further information please refer to:

- Details of the [South East Midlands local ESIF Strategy](#)
- Details of the [Northamptonshire Enterprise Partnership local ESIF Strategy](#)
- Details of the [South East Midlands 2017-2020 Implementation Plan](#)
- Details of the [South East Midlands 2017 ESF Data Refresh](#)
- Details of the [South East Midlands Skills Strategy](#)

Northamptonshire Enterprise Partnership and South East Midlands Partnership merged in 2017 and serve the whole of South East Midlands including Northamptonshire. However, due to the structure of the Memorandum of Understanding with the ESF Managing Authority, ESF opt in services are procured under the pre-merger geography. There are 13 Local Authorities covering the entire SEMLEP geography, with the population split 40% Northamptonshire and 60% SEMLEP based on pre-merger geography.

Local Authorities:

Northamptonshire

Grouped into largely rural areas of

- Daventry 4.1%,
- East Northamptonshire 4.5%,
- South Northamptonshire 4.5%.

and the predominantly urban

areas of

- Corby 3.4%,
- Kettering 4.9%,
- Northampton 11.3%
- Wellingborough 3.9%.

Key Priorities:

SEMLEP will give priority to areas that have lost, had a reduction or removal of service provision and align with the following key priorities:

1. Supporting more young people to enter quality apprenticeships and traineeships across all sectors helping SEMLEP develop its talent pipeline by ensuring that young people are work ready.
1. Pre-NEET and NEET support including those leaving care, lone parents or carers working closely with local authorities and schools across the SEMLEP Area.

2. Pre-NEET support for young people diagnosed with ADHD, Dyslexia and high functioning autistic individuals. Evidence shows that programmes promoting early detection facilitate access to training.
3. Targeted support for young people who have a disability for example

deafness or blindness to access training, employment opportunities and supported apprenticeships.

4. Priorities that engage with 'unknown or hidden' young people who are currently not registered on any programme.
5. Intervention for youth that are at risk of offending/re-offending or gang involvement to support them into training or employment. Offering a cohesive approach working in collaboration with statutory authorities.

The Contractor must attend the LEP ESF Providers Forum to promote alignment and streamlining of provision.

PART 5 FUNDING AND OUTCOMES

83. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

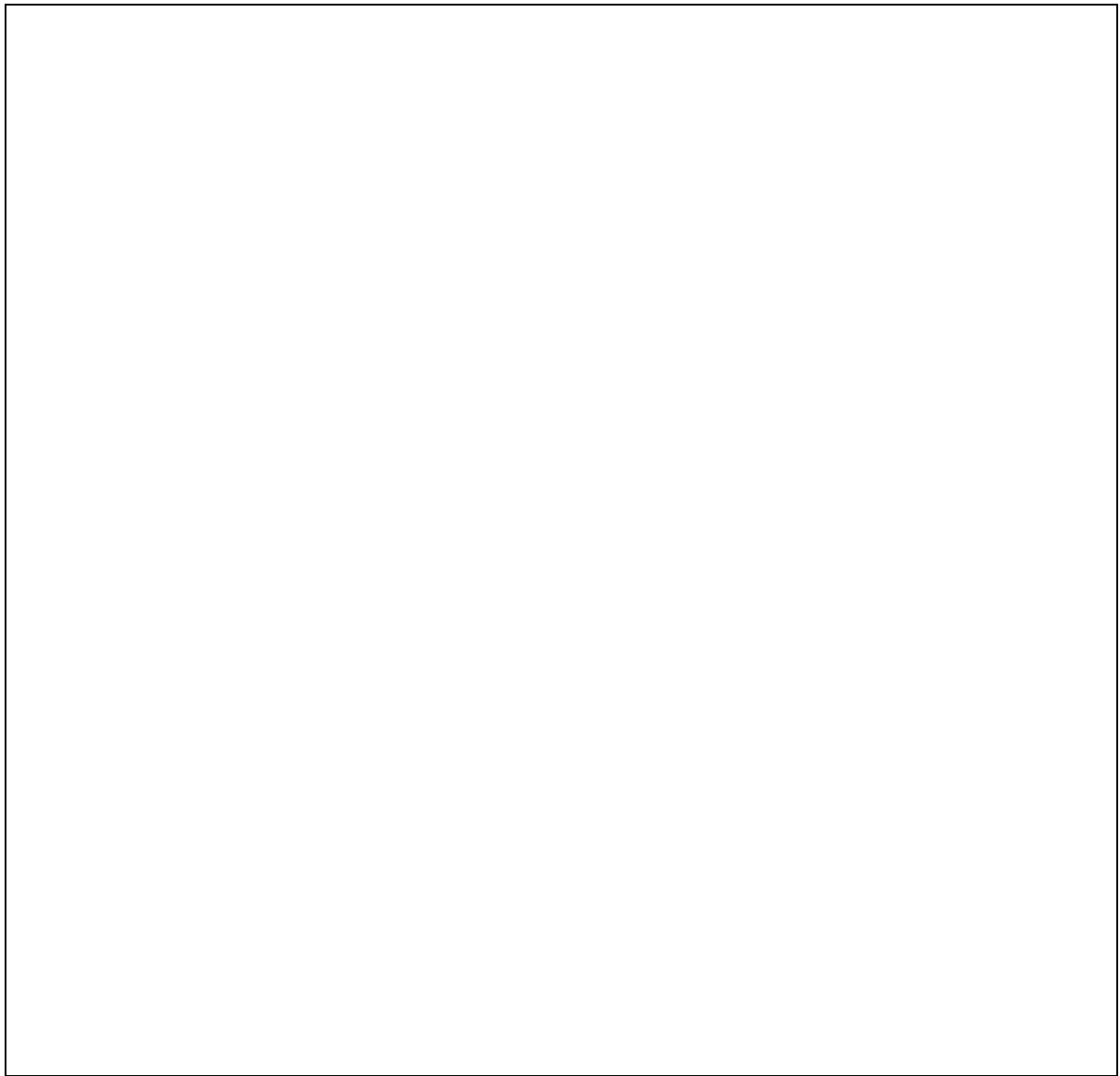
84. The contract will be for the value of £360,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £360,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	229	200	£ 45,800.00
RQ01 Regulated Learning			£ 122,100.00
NR01 Non Regulated Activity			£ 122,100.00
PG01 Progression Paid Employment (EMP)	23	750	£ 17,250.00
PG03 Progression Education (EDU)	78	500	£ 39,000.00
PG04 Progression Apprenticeship (EDU)	11	750	£ 8,250.00
PG05 Progression Traineeship (EDU)	11	500	£ 5,500.00
Total of ESF Specification			£ 360,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.



PART 4: LOCAL SERVICE REQUIREMENTS

SOLENT – MORE DEVELOPED

GEOGRAPHY / AREA OF DELIVERY

LEP background

The Solent with a population of 1.3m people is the most urbanised area in southern England outside London. Its 290 miles of coastline, three islands and three peninsulas present unique challenges and opportunities that influence economic growth. The Solent economy is valued at £29bn GVA, and is home to 42,000 businesses. The Solent is an international gateway with the Port of Southampton, Portsmouth Naval Base, Portsmouth Commercial Port, and Southampton International Airport significant contributors to the economy. Home to a globally leading marine and maritime sector with significant clusters for marine autonomy and robotics, the Solent also has strategic sectoral strengths in the visitor economy, logistics advanced manufacturing and defence. We also have competitive advantage and specialisms in advanced technologies (including photonics, advanced materials, computer science and the life sciences).

Whilst this is a significant economy for such a small geographic area, average productivity is lower than in the South East (8.4% lower) and the UK (just less than 0.5% lower). This trend is expected to continue in the future with the LEP remaining close to the UK average while continuing to lag behind the South East. There are a range of reasons for this, including sectoral profile, connectivity, and, importantly, the development of skills and talent. Whilst the Solent has great potential, it does experience a range of skills and labour market challenges in the Solent that need to be addressed in order to transform our productivity performance:

1. The Solent has a 4.2% deficit in higher level skills, compared against the wider south east;

2. It is forecast that replacement demand (i.e. job openings created by people leaving the labour force temporarily or permanently) will contribute seven times as many job openings as net job growth over the next decade. This suggests that there will be a need to recruit suitably skilled people across all broad occupational groups, including those projected to decline;
3. The pipeline of skills coming through raises some issues and Solent has an attainment gap in terms of performance at Key Stage 3 and GCSE, which could challenge the area's ability to meet the future skills demands;
4. On-going skills gaps across key sectors, including advanced manufacturing / engineering, e, health civil engineering and health and social care;
5. A requirement for new entrants and the current workforce to be equipped with employability / softer-skills, often in conjunction with multi-disciplined technical and professional skills;
6. The need to align skills delivery with business requirements and the expectation that skills delivery will be increasingly industry-led;
7. Structural changes in the labour market and economy requiring workers to have a portfolio of careers and skill sets;
8. The decision of the UK to exit the EU will have implications on the labour market going forward both in terms of workforce supply and demand;
9. The impact of technological advances on the labour market due to ever increasing improvements and innovation in automation, artificial intelligence and the utilisation of 'Big Data' and the 'Internet of Things'. Which is driving changing business models, cross-sectoral and industry requirements, employment patterns and labour market requirements,
10. Digital capability at all levels (entry - advanced) is now core competency for agile and competitive workforce.

The employment rate for the Solent is relatively high with 79.8% of working age population economically active and 3.4% unemployed. Despite a 'tight labour' market, the Solent has some significant and persistent pockets of worklessness and deprivation. Approximately 17,000 (8.8%) children live in workless households and over 50,000 residents claim out of work benefits. Youth unemployment has improved in line with economic recovery, however NEET figures for 16-17 year olds persistently remains on average at around 5-6%, increasing to over 8% for the two cities.

Action is required to provide specialist support for these vulnerable young people to improve their aspirations and help them obtain the skills they need to compete in the world of work. Technological change is impacting across all forms of work

and for the Solent to remain competitive, it is imperative that the workforce is resilient, adaptable and responsive to a change, being highly skilled in both technical and interpersonal skills.

A [Solent Skills Strategy](#) was published in March 2014 to inform the [Solent Strategic Economic Plan](#) (published at the same time). Since then the Solent LEP has published a number of key updates to our evidence base, including a [Skills Strategy Interim Evaluation](#). Links to key documents are provided below:

- [Solent Area Review](#)
- [Solent Strategic Economic Plan](#)
- [Solent Productivity and Growth Supplement 2017](#)
- [Solent LEP Baseline Forecasts and Implications of Brexit](#)
- [Skills Strategy Interim Evaluation](#)
- [Solent Innovation Evidence Base](#)
- [Solent ESIF Strategy](#)

The Solent has a strong and connected skills infrastructure, and this NEET support programme should build upon & strengthen local existing provision. The Contractor must demonstrate how they are able to work with other aligned initiatives, notably around supporting traineeships, apprenticeship, entry to further and higher education and information advice and guidance to young people.

Local Authorities:

Wholly within Solent LEP geography:

Portsmouth City Council
Southampton City Council
Isle of Wight Council
Havant Borough Council
Fareham Borough Council Gosport
Borough Council Eastleigh
Borough Council.

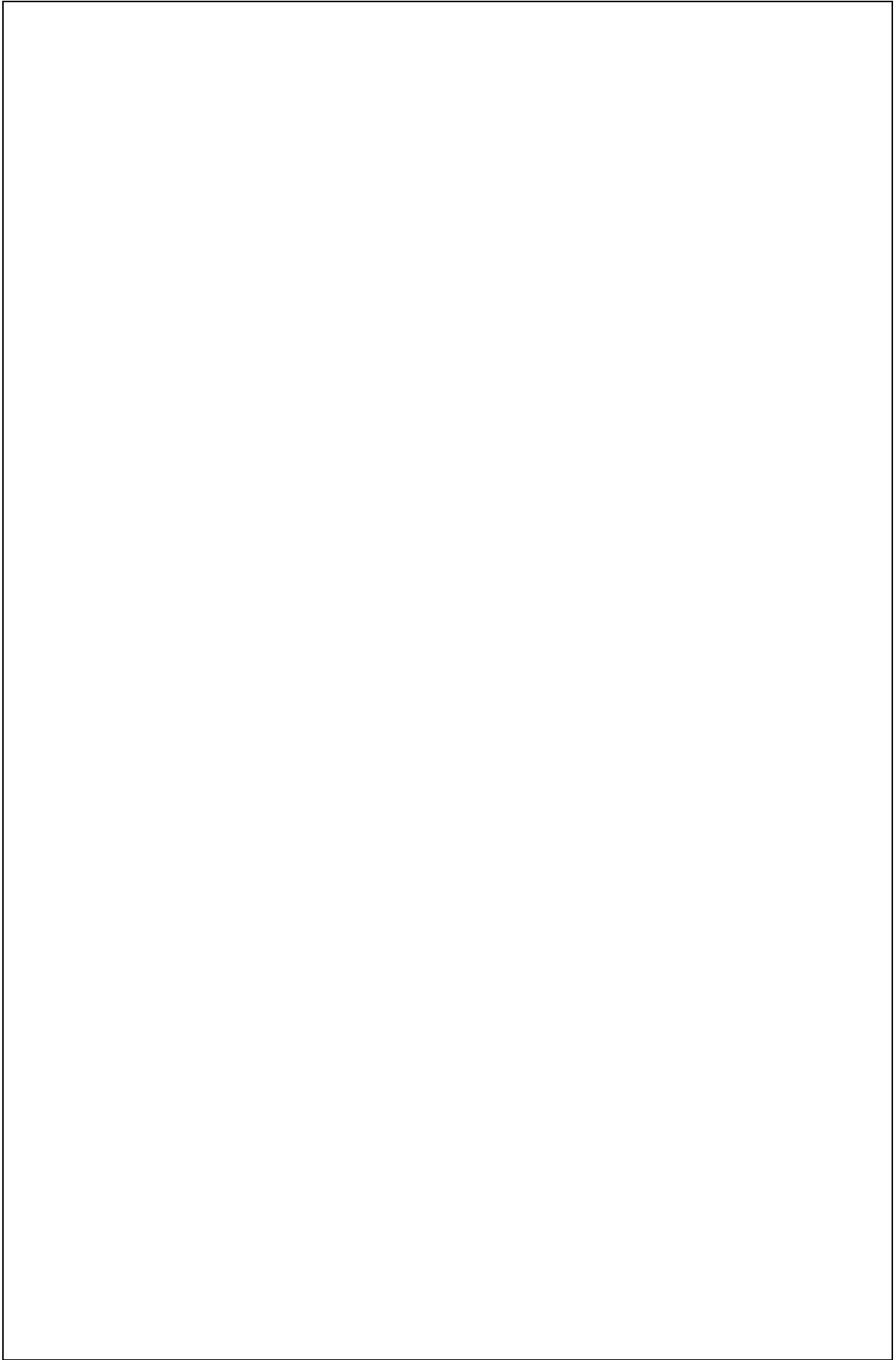
Partially in the Solent LEP geography:

Hampshire County Council
East Hants District Council
Winchester City Council
Test Valley Borough Council
New Forest District Council

Key Priorities:

The programme of activity is Solent wide, however it should ensure priority focus is given to;

- Geographical areas of deprivation
- Care leavers
- At risk of NEET 15-19
- 18-20 NEET who are not clear about future pathways



PART 5 FUNDING AND OUTCOMES

85. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
86. The contract will be for the value of £1,602,894.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,602,894.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1018	200	£ 203,600.00
RQ01 Regulated Learning			£ 543,022.00
NR01 Non Regulated Activity			£ 543,022.00
PG01 Progression Paid Employment (EMP)	102	750	£ 76,500.00
PG03 Progression Education (EDU)	346	500	£ 173,000.00
PG04 Progression Apprenticeship (EDU)	51	750	£ 38,250.00
PG05 Progression Traineeship (EDU)	51	500	£ 25,500.00
Total of ESF Specification			£ 1,602,894.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
SOUTH EAST – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

The South East LEP is the largest in the country and has three distinct skills board areas of Kent and Medway; Essex Southend and Thurrock; and East Sussex. It has a population of 4.2 million set to grow to nearly 5 million by 2039. Growth across a range of sectors is forecast on a significant scale and many of these are already experiencing shortages.

NEET numbers across the SELEP area have decreased in recent years due to successful interventions and raising the age of participation to 18. Working with the hardest to reach is therefore a priority.

Across the SELEP area there are:

- 9,675 18-24 year olds claiming out of work benefits
- 17,000 economically inactive 16-24 year old (excludes students)

Across Essex, Southend and Thurrock there are:

- 45 16-17 year olds claiming out of work benefits
- 3,695 18-24 year olds claiming out of work benefits

Across Kent and Medway there are:

- 35 16-17 year olds claiming out of work benefits
- 4,650 18-24 year olds claiming out of work benefits

Across East Sussex there are:

- 30 16-17 year olds claiming out of work benefits
- 1,335 18-24 year olds claiming out of work benefits

SELEP has recently agreed a five-year skills strategy to be available at <http://www.southeastlep.com/> accompanied by an evidence base and would expect bids to be consistent with the ambition and priority this sets out. www.southeastlep.com/our-strategy/skills/

This has been endorsed by the Essex Employment and Skills Board (ESB) and is consistent with local priorities. Further information on local priorities are available at <https://www.essexesb.co.uk/>

This has been endorsed by Kent and Medway Skills Commission and is consistent with local priorities. Further information on local priorities are available at https://www.kelsi.org.uk/_data/assets/pdf_file/0020/54632/Adult-LearningEmployment-and-Skills-Strategy-2015-2018.pdf (currently being revised)

This has been endorsed by Skills East Sussex and is consistent with local priorities. Further information on local priorities are available at <https://www.eastsussex.gov.uk/business/eastsussex/selep/ses/ses/>

The LEP operates through a federated model which brings together the three distinct skills board areas of Kent and Medway; Essex Southend and Thurrock; and East Sussex. The areas have their own needs and the services delivered though this contract will be expected to meet all the needs of all the areas however remote. To facilitate the clear geographic distinctions and the aspirations of each of the partner local authorities within the federated model, this contract will have three geographically based funding pots. The provider will be expected to use the allocated funding within the identified geographic area AND report on at that level to the LEP and any of its relevant steering groups or sub committees. Initially it is expected that the provider will attend and present performance reports on a monthly basis. The frequency of meetings will be reviewed after the third month.

The Contractor shall develop a development plan that will identify named individuals responsible for delivery based on the three distinct areas.

Part of Essex Southend Thurrock is shared by Cambridgeshire and Peterborough Combined authority so opportunities for join up should be explored.

Part of East Sussex is shared by Coast to Capital LEP so opportunities for join up should be explored.

Local Authorities:

Kent and Medway

Essex (including Uttlesford), Southend, Thurrock

East Sussex

Key Priorities:

Geography:

- Areas of need, taking into account support that is already available in these areas, working closely with the local authority and support services **Priority group:**
- priority should be given to young people with Special Educational Needs & Disabilities (SEND), harder to reach, long-term NEET, carers, children in care and care leavers, those in rural areas, homeless/as risk of, and those with mental health barriers **Specific focus:**
- Support should be focused on the individual and include aspects such as confidence building and self esteem
- Where possible priority should be given to supporting young people into key sectors and providing a bridge to jobs or apprenticeships where required, focusing on what the individual requires.
- Provider should display within their Initial Assessment and IAG ways in which they have addressed poor understanding of career pathways in certain sectors i.e. hospitality, health & social care and land-based
- Provider to ensure learners have progressing plans in place and have access to impartial and good quality careers education, information, advice and guidance.
- The successful Contractor should establish a steering group to work closely with the LEP and local skills board to agree delivery focus
- Delivery should involve collaboration with current relevant ESF and national programmes and facilities invested in by the LEP. Examples are available at http://www.southeastlep.com/images/uploads/resources/SELEP_brochure%28ESF_and_Skills_Capital%29.pdf . Note that there are additional programmes working with this cohort.

Funding should be allocated:

£233,855.00 Essex, Southend and
Thurrock £320,738.00 Kent and Medway
£257403.00 East Sussex.

PART 5 FUNDING AND OUTCOMES

87. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

88. The contract will be for the value of £811,996.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £811,996.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	516	200	£ 103,200.00
RQ01 Regulated Learning			£ 274,898.00
NR01 Non Regulated Activity			£ 274,898.00
PG01 Progression Paid Employment (EMP)	52	750	£ 39,000.00
PG03 Progression Education (EDU)	175	500	£ 87,500.00
PG04 Progression Apprenticeship (EDU)	26	750	£ 19,500.00
PG05 Progression Traineeship (EDU)	26	500	£ 13,000.00
Total of ESF Specification			£ 811,996.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

SOUTH EAST MIDLAND – MORE DEVELOPED
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GEOGRAPHY / AREA OF DELIVERY

LEP background

South East Midlands Local Enterprise Partnership (SEMLEP) are in the midst of a period of substantial change, politically, economically and in terms of a technological revolution that is rapidly re-shaping the way we live, work and do business. With the recent merger between SEMLEP and Northamptonshire LEP, now is the right time to review success, consider challenges and focus on opportunities. For us to continue to deliver the growth and prosperity we have seen in recent years, our priority is to create conditions for stronger, sustainable and productivity-led growth, with our strengths in innovation at the forefront.

In all our proposed activities, we anticipate cross-cutting benefits of sustainability and the promotion of equality. To ensure the value of ESIF funds is maximised locally, we plan to ensure that our Programme is open and accessible across the private, public, voluntary and community sectors.

The Service will support young people who are NEET or at risk of becoming NEET (Not in Education, Employment or Training) including those leaving care with a focus on mental health and wellbeing support. Provision to focus on attitude, character and values as well as task and work readiness. The extremely low rates of both economic activity and employment in 16 – 19 year-olds could be attributed to continuing education. However, the rates for both economic activity and employment for those people aged 20 – 24 are seven points below the SEMLEP working age average in both categories.

For further information please refer to:

- Details of the [South East Midlands local ESIF Strategy](#)
- Details of the [Northamptonshire Enterprise Partnership local ESIF Strategy](#)
- Details of the [South East Midlands 2017-2020 Implementation Plan](#)
- Details of the [South East Midlands 2017 ESF Data Refresh](#)
- Details of the [South East Midlands Skills Strategy](#)

South East Midlands Partnership and Northamptonshire Enterprise Partnership merged in 2017 and serve the whole of South East Midlands including Northamptonshire. However, due to the structure of the Memorandum of Understanding with the ESF Managing Authority, ESF Co-Financing Organisation services are procured under the pre-merger geography. There are 13 Local Authorities covering the entire SEMLEP geography, with the population split 60% SEMLEP and 40% Northamptonshire based on pre-merger geography.

Local Authorities:

Grouped into largely rural areas of

- Aylesbury Vale 9.6%
- Central Bedfordshire 13.9%
- Cherwell 7.4%, and the predominantly urban areas of
- Bedford 8.4%,
- Luton 10.9%
- Milton Keynes 13.3%

Key Priorities:

SEMLEP will give priority to areas that have lost, had a reduction or removal of service provision and align with the following key priorities:

6. Supporting more young people to enter quality apprenticeships and traineeships across all sectors helping SEMLEP develop its talent pipeline by ensuring that young people are work ready.
7. Pre-NEET and NEET support including those leaving care, lone parents or carers working closely with Local Authorities and schools across the SEMLEP Area.
8. Pre-NEET support for young people diagnosed with ADHD, Dyslexia and high functioning autistic individuals. Evidence shows that programmes promoting early detection facilitate access to training.
9. Targeted support for young people who have a disability for example deafness or blindness to access training, employment opportunities and supported apprenticeships.
10. Priorities that engage with 'unknown or hidden' young people who are currently not registered on any programme.
11. Intervention for youth that are at risk of offending/re-offending or gang involvement to support them into training or employment. Offering a cohesive approach working in collaboration with statutory authorities.

The Contractor will attend the LEP ESF Providers Forum to promote alignment and streamlining of provision.

PART 5 FUNDING AND OUTCOMES

89. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

90. The contract will be for the value of £540,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £540,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	343	200	£ 68,600.00
RQ01 Regulated Learning			£ 183,075.00
NR01 Non Regulated Activity			£ 183,075.00
PG01 Progression Paid Employment (EMP)	34	750	£ 25,500.00
PG03 Progression Education (EDU)	117	500	£ 58,500.00
PG04 Progression Apprenticeship (EDU)	17	750	£ 12,750.00
PG05 Progression Traineeship (EDU)	17	500	£ 8,500.00
Total of ESF Specification			£ 540,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
STOKE-ON-TRENT AND STAFFORDSHIRE – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

The five areas of focus for skills are in the **LEP Strategic Economic Plan** are:

- Higher Level Skills: Only 25% of working age people in the LEP area hold a degree-level qualification, which is nine percentage points below the average for England.
- Employability: Youth unemployment is high in our area; 18% of 16-24 year olds in Stoke-on-Trent and Staffordshire are unemployed, compared to 4% of 25 to 64 year olds.
- Career Choice: improving careers decision making and skills development as there is a poor understanding of labour market opportunities
- Business Engagement in Learning and Skills: develop greater involvement of businesses with skills provision and ensure a better match between the skills that employers look for and those delivered by education and training providers
- Learning and Skills Infrastructure: development of high quality education and training facilities

Strategic Economic Plan:

<https://www.stokestaffslep.org.uk/app/uploads/2014/04/140404-Stoke-and-StaffsEconomic-Plan-Part-1-Strategy-Website.pdf>

The Stoke-on-Trent and Staffordshire LEP Skills Strategy Priorities are:

- Careers & Employability;
- Apprenticeships;
- World Class Skills facilities and provision to improve workforce skills and ensure business can access skills needed to improve productivity and growth

Skills Strategy: <https://www.stokestaffslep.org.uk/app/uploads/2015/04/82528-ETSKILLS-STRATEGY-JULY-2016.pdf>

ESF Skills, Employment and Social Inclusion Commissioning Plan and Prospectus 2014 – 2020 sets out the priorities and outcomes from the types of activities to meet the needs of the transition status area and support our Skills Strategy and wider labour market inclusion and employment priorities.

The strategic investment areas are:

- Skills for Employability
- Skills to support growth, innovation and enterprise
- Vocational routes into employment
- Access to employment
- Promoting social inclusion among disadvantaged groups

The Employment Skills and Enterprise Pathway ensures we deliver a programme where people and business receive a coherent and seamless offer of support.

<https://www.stokestaffslep.org.uk/app/uploads/2015/04/EU-Skills-Investment-PlanNov-2015.pdf>

Current **Programme Delivery Guide** sets-out the current range of ESF provision in place.

<https://www.stokestaffslep.org.uk/app/uploads/2018/05/ESIF-DeliveryProgramme.pdf>

Support for individuals who are NEET or at risk of NEET

Although the numbers of those NEET aged 16 and 17 has decreased significantly, high level engagement and alternative provision is needed to progress those at risk of NEET age 15-17 to ensure that numbers remain low.

The number of those NEET at ages 18 and 20 remains a priority, and there is a need to enhance support for vulnerable young people such as those with SEN, and those leaving the care system who have multiple and complex life issues.

This cohort particularly struggle due to low employability skills, poor GCSE achievement in Year 11 and low aspiration. The Service should provide the client group with the skills and aptitudes required to fill job vacancies with local employers, therefore it should deliver meaningful work-related learning, basic skills, personal development to increase confidence and activities to inspire and raise aspirations, including team working experiences and industry visits.

For all age groups the Service should tackle the barriers faced by disadvantaged young people in rural communities, lacking access to services and other provision to help them into a positive outcome.

For young people with SEND, support should include preparation for adulthood, transition into work, and independence.

The Contractor must build partnerships with existing local provision and organisations that are active in the careers guidance and employability arena. The

Contractor must build links with local employers to broker work tasters, work placements, and employment opportunities for the Participants. A key requirement is for the Contractor to work with both Staffordshire County Council, via its joint venture company, Entrust, and Stoke-on-Trent City Council, Careers and Participation team, in order to identify, refer and report on the numbers, and progress of the young people in the client group.

There is an expectation that the service will work closely with or refer to the Contractor delivering the Skills Support for the Unemployed Service.

Local Authorities:

The emphasis is on engagement with Participants from all the following districts across the Stoke-on-Trent and Staffordshire LEP area.

The LEP encompasses the ten local authority areas of;

- Staffordshire County and its Districts which are
 - Cannock Chase
 - East Staffordshire
 - Lichfield
 - Newcastle-under-Lyme
 - South Staffordshire
 - Stafford
 - Staffordshire Moorlands
 - Tamworth
- Stoke-on-Trent

The Contractor must provide delivery across all geographic areas, both urban and rural.

Based on current levels of need for this Service, below is the expected level of starts apportioned geographically according to need.

District	16-17 NEET (% Total)	18-24 NEET (% Total)
Cannock Chase	12.01%	9.22%
East Staffordshire	7.62%	7.62%
Lichfield	5.31%	6.41%
Newcastle-under-Lyme	9.93%	11.62%
South Staffordshire	11.55%	8.02%
Stafford	10.16%	7.21%
Staffordshire Moorlands	3.23%	4.41%
Tamworth	11.09%	6.81%
Stoke-on-Trent	29.10%	38.68%

	Total	100.00%	100.00%
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Note assumed 18-24 JSA claimants for 18-24 NEET

Key Priorities:

Priority LA Geography

- Staffordshire: Cannock Chase District, Newcastle-under-Lyme District, Stafford District and Stoke-on-Trent

Priority Wards

- Cannock district: Huntington and Hatherton, Cannock East, Cannock North, Penkside and Spital;
- Newcastle-under-Lyme district: Bradwell, Chesterton, Cross Heath; Stafford district: Highfield and Western Downs
- Stoke-on-Trent: Etruria and Hanley, Great Chell and Packmoor, Birches Head and Central Forest Park, Joiners Square, Hanley Park and Shelton, Bentilee and Ubbertley and Burslem Central

Priority Age Groups

- Risk of NEET age 15-16 (1,900 young people –Staffordshire; 383 Stoke-on-Trent, and aged 16 to 19, especially those with Social, Emotional, and Mental Health (ESMH) needs.
- 15 and 16 year old permanent and fixed term exclusions
- Young people age 15-20 who are Looked after Children, Care Leavers or within the Youth Offending System. – the NEET rate falls between 45% – 55% in Stoke-on-Trent and Staffordshire.
- 19-24 year olds with SEND

Priority must be given to qualifications that are linked directly to live vacancy opportunities for progression to apprenticeships and jobs in particular where there are identified skills shortages and recruitment difficulties. Where progression is into education, it should be towards full qualifications, ideally at a technical level. The Service must deliver meaningful qualifications rather than generic employability training, e.g. certificates and awards in welding, food and drink, lean manufacturing and adult health care.

As part of the Services, the Contractor will produce a development plan in response to the LEPs needs, with identified roles and responsibilities and named contacts which will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP.

The LEP will agree a template for the development plan, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

91. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
92. The contract will be for the value of £4,500,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £4,500,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	2857	200	£ 571,400.00
RQ01 Regulated Learning			£ 1,524,925.00
NR01 Non Regulated Activity			£ 1,524,925.00
PG01 Progression Paid Employment (EMP)	286	750	£ 214,500.00
PG03 Progression Education (EDU)	971	500	£ 485,500.00
PG04 Progression Apprenticeship (EDU)	143	750	£ 107,250.00
PG05 Progression Traineeship (EDU)	143	500	£ 71,500.00
Total of ESF Specification			£ 4,500,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
SWINDON AND WILTSHIRE – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

Swindon and Wiltshire Local Enterprise Partnership (SWLEP) area has a growing population of 706,300 residents with 69% of the population living in Wiltshire and the remaining 217,900 living in Swindon Borough.

It is a diverse area, with remote rural landscapes interspersed by a dozen market towns and four main urban centres; Trowbridge, Salisbury and Chippenham in Wiltshire, and Swindon, which itself has a different socio-economic make-up from most of Wiltshire.

With a smaller, ageing workforce than the national average, Swindon and Wiltshire businesses are reliant on in-commuting and attracting talented people to move to the area for work. In addition, the recently published [local economic assessment](#) suggests the area is slipping behind other places in terms of its industrial productivity and competitiveness.

The overarching economic priority is for businesses to address productivity using technology alongside a skilled and capable workforce.

Research for a [HE Strategy](#) indicates that in Swindon level 3 attainment is lower than national average, and recommends for different ways of engaging young people in education and work-based learning options.

Whilst more capable young adults will progress through education and into work, the desire for an inclusive approach to growth indicates that Services should:

- Tackle barriers linked to Wiltshire's rurality which limits post-16 learning options
- Create alternative and bespoke provision additional to mainstream learning
- Improve attainment rates in Swindon for further learning and improved employability
- Ensure individuals are qualified to be able to take on an Apprenticeship □
Contribute to the supply of suitably skilled individuals qualified at level 3

It is recognised that the 15-19 age group requires clear and effective progression routes to employment. Individuals in the education sector require

strong employer involvement in the curriculum that promotes the employability skills of young adults. Research indicates that for the 16-17 year old group there have been improvements in recent years in reducing numbers of people who are NEET, with Wiltshire below, and Swindon in line with the national average of around 6%. However, more innovation in delivery is required to improve the options from 15-18, to prevent NEET, particularly with disadvantaged individuals.

For the older 18-25 group there is risk of long-term worklessness and inactivity. This group has become more difficult to identify, engage and support and individuals often need to be *supported into support*. Unemployment figures confirm a disproportionate representation of people in this group have Special Educational Needs and Disability, including people who have left care. Given the long-term prospects for this cohort of people, Services must be prioritised to address their needs and requirements to help them into work and education, and away from worklessness and inactivity. Typically, people experience multiple disadvantages in the labour market and require longer and deeper interventions than other groups.

As a proactive local enterprise partnership, a representative will join the steering group.

Local Authorities:

Swindon Borough Council
Wiltshire Council

Key Priorities:

Priority participants

Three priority groups exist:

- Small cohort of around 1,000 16-17 year old NEET young adults, without credentials or propensity to gain employment or continue in education
- A more easily identifiable group of 15-17 year olds, who are currently at risk of NEET, who are often in education but without a plan for learning or employment.
- A larger group of people aged over 18, who are harder to identify and engage

Priority focus

Services should focus on pre-employability support that builds resilience, self-esteem and tackles poor mental health. Often young adults require lengthy interventions that build trust before taking on learning or employment.

Interventions additional to the general specification should include:

- Supported employment models with trusted routes to engaged employers managed through Individual Placement and Support plans.
- A supported employment model with ongoing 1-2-1 and individual learning needs assessments delivered over long durations, with additional value for interventions lasting over 12 months acceptable where justified.

Delivery priorities

Services should be cognisant and operate to complement existing services such

as:

- [Swindon Troubled Families](#) team, Wiltshire Multi-Agency Safeguarding Hub ([MASH](#)), and social housing teams and other relevant services.
- [Work Wiltshire](#) including the [Swindon and Wiltshire Enterprise Advisor Network](#), (the local service of the Careers & Enterprise Co.)
- It may also be appropriate to carry out joint activity with the [Higher Futures](#) skills service and the [Swindon and Wiltshire Growth Hub](#).

As part of the Services, the Contractor will be required to produce a development plan in response to the LEPs with identified roles and responsibilities and named contacts. The plan will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP. A template for the development plan will be provided, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

93. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

94. The contract will be for the value of £1,800,090.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,800,090.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1143	200	£ 228,600.00
RQ01 Regulated Learning			£ 610,120.00
NR01 Non Regulated Activity			£ 610,120.00
PG01 Progression Paid Employment (EMP)	114	750	£ 85,500.00
PG03 Progression Education (EDU)	389	500	£ 194,500.00
PG04 Progression Apprenticeship (EDU)	57	750	£ 42,750.00
PG05 Progression Traineeship (EDU)	57	500	£ 28,500.00
Total of ESF Specification			£ 1,800,090.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

TEES VALLEY – TRANSITIONAL

GEOGRAPHY / AREA OF DELIVERY

LEP background

Tees Valley Strategic Economic Plan - The Industrial Strategy for Tees Valley 2016-2026 <https://teesvalley-ca.gov.uk/wp-content/uploads/2016/12/TVCA207-SEP-Documents-FullWEB.pdf>

Tees Valley European Structural and Investment Funds Strategy

<https://teesvalley-ca.gov.uk/wp-content/uploads/2016/10/TV-CA-ESIF-Strategy-DocUpdate-DCLG-April-16.pdf>

Tees Valley Education, Employment and Skills Plan, 'Inspiring Our Future'

2018-2021 <https://teesvalley-ca.gov.uk/wp-content/uploads/2018/04/EES-Strategy-BrochureLRez.pdf>

Covering over 3,300 square miles and located on the North East coast, the Tees Valley Local Enterprise Partnership (LEP) area comprises five Local Authority Areas - Darlington, Hartlepool, Middlesbrough, Redcar & Cleveland and Stockton-on-Tees.

The Tees Valley has a total population of 672,500 and offers over 303,500 jobs across some 16,500 businesses and through self-employment.

Tees Valley has a world-class reputation across its key sectors - Advanced Manufacturing; Process, Chemicals and Energy; Logistics; Health and Biologics; Digital and Creative; Culture and Leisure; and Business and Professional Services. It also has an established infrastructure and supply chain in the offshore, advanced manufacturing and engineering, chemicals and process and logistics sectors and key emerging sectors include life sciences, digital, energy and renewable, construction and business services.

All of these sectors are key to the economic development of the area and are all seeing growth and significant investment. With this investment, and that in

infrastructure and facilities, we are creating sectors that are full of potential for future investors.

The youth unemployment (18-24) rate is also more than double the national average, with a Tees Valley average of 6.6% compared to 3% nationally. And Tees Valley also has a higher percentage of 20-24 year olds unemployed (11.2%) compared to national (9%).

NEET – 4.3% of 16-17 year olds were reported as Not in Education, Employment or Training (NEET) in 2016, well above the national average of 2.8% with one Tees Valley district in the top ten worst districts in England with 5.3% of 16-17 year olds known to be NEET.

High volume employment is expected with 46% of replacement jobs being across a range of levels, including entry level jobs offered as part-time opportunities and apprenticeships. However, the challenge remains in that the low skills rates for Tees Valley mean that 12% of people have no qualifications, compared to 7.7% nationally.

In addition, the percentage of residents in Tees Valley with NVQ Level 3 (50%) still trails the national average (57%), with a further fall of 2.6 percentage points seen over the last year compared to a rise of 0.3 nationally and only 30% of residents are qualified to NVQ level 4 compared to 38.6% nationally.

Only 69% of our secondary schools are rated as Good or better, compared to 79% nationally and fewer of our learners choose Science, Technology, Engineering and Maths (STEM) subjects, and fewer achieve higher grades in these subjects compared to national averages.

The Tees Valley ESIF Strategy (April 2016) provides synergy between our European aims, our agreed City Deal, Devolution Deal and Growth Deal – and the funds we have at our disposal through the Tees Valley Investment Fund, Local Growth Fund and local partners' investment.

Local Authorities:

Darlington
Hartlepool
Middlesbrough
Redcar & Cleveland
Stockton-on-Tees

Key Priorities:

The Service will be delivered in the entire LOT Area.

The Contractor must demonstrate the Service is complementary to and not duplicating existing provision in Tees Valley, including but not exclusively, the Youth Employment Initiative (YEI).

The Service must engage and work with local partners and stakeholders, including but not exclusively, the Tees Valley Education, Employment & Skills Partnership

Board.

The Service must also engage and work with the Tees Valley Careers and Enterprise Initiative which includes The Careers Hub, part of a national initiative spearheaded by the Careers and Enterprise Company, and the recently launched 'TeesValleyCareers.com' initiative which will give students at least seven meaningful engagements with employers by the age of 18.

The Service must deliver innovative solutions which draw upon good practice particularly in the following key areas:

Re-engagement of those identified as NEET; utilising a 'person-centred' holistic approach supported by a Key Worker; and

Providing additional bespoke support to those requiring special assistance.

Working to make young people aware of the employment opportunities and linking those to develop career pathways, employment experience and progression into Apprenticeships or Traineeships.

The Service must deliver focussed and flexible support to those young people who experience additional barriers to learning and employment, including but not limited to care leavers, homeless young people, those with learning difficulties or disabilities, teenage/young parents, looked after children, young offenders, substance abusers, carers, children missing out on education and those for whom English is not their first language.

The Service is expected to meet the priorities of the Tees Valley Education, Employment & Skills Plan, 'Inspiring Our Future' to prevent young people becoming long-term unemployed. Levels of disengagement within our most deprived communities is a concern and the Service would be expected to address these significant challenges and support residents in those communities to fulfil their potential.

As part of the Services, the Contractor will be required to produce development plan in response to the LEPs with identified roles and responsibilities and named contacts which will be agreed, reviewed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will be responsible for the on-going implementation of the plan and provide regular updates to the LEP as agreed. A template for the development plan will be provided, which will be a minimum requirement for the Contractor.

https://teesvalley-ca.gov.uk/wp-content/uploads/2016/03/4.-imd_borough_report_2015.pdf

PART 5 FUNDING AND OUTCOMES

95. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
96. The contract will be for the value of £2,484,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £2,484,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1577	200	£ 315,400.00
RQ01 Regulated Learning			£ 841,675.00
NR01 Non Regulated Activity			£ 841,675.00
PG01 Progression Paid Employment (EMP)	158	750	£ 118,500.00
PG03 Progression Education (EDU)	536	500	£ 268,000.00
PG04 Progression Apprenticeship (EDU)	79	750	£ 59,250.00
PG05 Progression Traineeship (EDU)	79	500	£ 39,500.00
Total of ESF Specification			£ 2,484,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
THAMES VALLEY BERKSHIRE – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

Across Berkshire as a whole, employment rates are high, and unemployment and economic inactivity low. Employment and unemployment rates are now back at their strong pre-recession (2008) levels.

Whilst youth unemployment and economic inactivity is relatively low within Berkshire, there are currently in the region of 10,900 16-24 year olds who fall into these two categories (excluding students) which equates to approximately 1 in 8 of all 16-24 year-olds. Of these, 72% are economically inactive and 28% are unemployed

Key points to note are

- Between January and December 2017 there were in the region of 10,900 young people in this cohort at any one point in time, which equates to approximately 1 in 8 of all 16-24 year-olds
- Some of those within the cohort will be unavailable for work. For example, those with caring responsibilities or limiting health conditions
- The majority of economically inactive young people are female and over the age of 20
- Youth unemployment in Berkshire is lower than the national average and is broadly in line with South East regional average
- We estimate that only 20% of Berkshire's young people who are unemployed (and are not full-time students) are claiming unemployment benefit (Jobseekers Allowance or Universal Credit)
- Reading currently has the highest number of young unemployment benefit claimants of the six Berkshire local authorities, followed by Slough
- Eight of the ten wards with the most young unemployment benefit claimants are in Reading.

Detailed data regarding the 16 – 24 cohort is available on the Thames Valley Berkshire (TVB) LEP website [Data on 16 - 24 Labour market in Berkshire](#)

The Contractor must be aware that there is an ESF project running to the end of

June 2019. The Thames Valley Berkshire City Deal (known as Elevate Berkshire) aims to address the skills gaps, unemployment and underemployment of the 16-24 year old population. The aim is to deliver employment and skills support for 4,500 young people.

- In order to ensure that there is no overlap with this project we would encourage a focus on Services that support young people in education who are at risk of becoming NEET.

Additional information on the TVB LEP and its priorities is available in the following documents

- [ESIF Strategy](#)
- STEAM strategy [Gearing up for STEAM](#)
- [2018 Skills Priority Statement](#)

More information on the Skills, Education and Employment priorities for the LEP is available on our website <http://www.thamesvalleyberkshire.co.uk/index>

Local Authorities:

West Berkshire

Reading

Bracknell

Wokingham

Royal Borough of Windsor and Maidenhead

Slough

Key Priorities:

In order to complement the Elevate programme in Berkshire the Service priority would be to work particularly with 15/16 year olds in Education but at risk of becoming NEET.

The focus must be providing on-going support and mentoring for young people who are at risk of disengaging post 16 by

- Earlier intervention with those at risk of NEET
- Provision in-year for Participants identified as being at risk of NEET
- Continued guidance and support to meet the needs of those who make an incorrect choice at 16 or need encouragement to reengage with learning
- Practical and non-classroom based learning provision ▪ Encouraging opportunities to engage with employers

The Contractor must agree the details of the activities to be delivered with the TVB LEP Skills, Education and Employment Strategy Group. The Contractor shall produce a development plan to be agreed with the SEE Strategy Group before delivery commences.

PART 5 FUNDING AND OUTCOMES

97. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

98. The contract will be for the value of £212,957.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £212,957.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	136	200	£ 27,200.00
RQ01 Regulated Learning			£ 71,754.00
NR01 Non Regulated Activity			£ 71,753.00
PG01 Progression Paid Employment (EMP)	14	750	£ 10,500.00
PG03 Progression Education (EDU)	46	500	£ 23,000.00
PG04 Progression Apprenticeship (EDU)	7	750	£ 5,250.00
PG05 Progression Traineeship (EDU)	7	500	£ 3,500.00
Total of ESF Specification			£ 212,957.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
THE MARCHES – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

The Marches LEP is made up of Herefordshire, Shropshire and Telford and Wrekin local authorities. It is one of the largest LEPs in the country covering 2,300 square miles with a resident population of 684,300 (ONS, 2017) and home to 30,775 businesses characterised by micro businesses (89.7%) and SMEs (8.6%). The Marches vision is to create 70,000 new homes and 40,000 new jobs over the next twenty years accelerating growth and providing opportunities for all who live and work here. Key sectors identified as having growth potential include advanced manufacturing and engineering, food and drink, defence and security including cyber security, environmental technologies and health and social care.

The Marches [ESIF Strategy](#) and [Marches Skills Plan](#) set out the priorities and key skills challenges for the LEP area.

The Marches performs well on indicators such as economic activity, employment and unemployment but the claimant count for 16-24 year olds in all three local authorities is almost double that of the all-age population. Local authority labour market profiles are available at: <https://www.nomisweb.co.uk/>

The NEET rate in all three local authority areas is higher than the national average with an overall increase in NEET measures in Shropshire and Herefordshire since 2015. Local authority NEET data is available at: <https://www.gov.uk/government/publications/neet-data-by-local-authority-2012-16to-18-year-olds-not-in-education-employment-or-training>

Destination data indicates that pupils eligible for free school meals (FSM), or disadvantaged or with special needs in the three local authority areas are less likely to be in a sustained education or employment / training destination following Key Stage 4. Further information is available at: <https://www.gov.uk/government/statistics/destinations-of-ks4-and-ks5-pupils-2016>

For care leavers aged 17-18 and 19-21 education, employment and training data is available at: <https://www.gov.uk/government/statistics/children-looked-after-in-englandincluding-adoption-2016-to-2017>

The labour market prospects of disadvantaged groups are hampered by lower than average levels of educational attainment, for example average Attainment 8 score for pupils eligible for FSM is lower in all three local authority areas compared with those who are not eligible. Additional information is available at:

<https://www.gov.uk/government/statistics/revised-gcse-and-equivalent-results-in-england-2016-to-2017>

The Contractor will work with partners in the area including, education and training providers including members of the Marches Skills Provider Network, the Talent Match project run by HVOSS, community and voluntary sector organisations including those delivering the Building Better Opportunities programme led by Landau.

Local Authorities:

Herefordshire

Key Priorities:

Priority geography/wards

The LOT Area of the county of Herefordshire. Herefordshire is one of the most rural and sparsely populated areas in England. The Contractor will need to consider Participants living in remote locations where transport and access to provision is a barrier to participation. For more information about Herefordshire go to:

<https://factsandfigures.herefordshire.gov.uk/>

Priority age groups

Young people aged 15-16 at risk of becoming NEET including:

- Those with mental health, social, emotional and behavioural needs
- Those with Autism / Aspergers
- Looked after children
- Those with a high level of absence or disrupted engagement with school
- Young people attending alternative provision or Pupil Referral Units
- Young people with a learning difficulty and/or disability
- Teenage parents
- Young carers
- Learners who speak English as a second or other language
- Refugees
- Gypsy, Roma and Travellers
- Home educated
- Those in the youth justice system or receiving support from the Youth Offending Team

Young people aged 16-19 who are NEET or at risk of becoming NEET:

- Young people who have a track record of being long term NEET or repeated periods of being NEET since leaving school
- Young people who need specialised intervention and support before they can successfully access other mainstream provision
- Young people with a track record of low attendance
- Young people with few or no qualifications

- Young people with social, emotional and mental health needs

- Young people with Aspergers / Autism
 - Teenage parents (fathers and mothers)
 - Young people with special educational needs and disabilities (up to 24) □
- Looked after children and care leavers
- Young carers
 - Young offenders
 - Young people living independently of their family
 - Young people who are homeless and those experiencing housing difficulties
 - Young people with low Literacy/Numeracy achievement
 - Refugees
 - Gypsy, Roma and Travellers
 - Young people with ESOL needs

The Contractor will produce a development plan in response to the LEPs needs to identify additional activities, with identified roles and responsibilities and named contacts. The plan will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP. A template for the development plan will be provided, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

99. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.
100. The contract will be for the value of £682,542.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £682,542.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	434	200	£ 86,800.00
RQ01 Regulated Learning			£ 230,996.00
NR01 Non Regulated Activity			£ 230,996.00
PG01 Progression Paid Employment (EMP)	43	750	£ 32,250.00

PG03 Progression Education (EDU)	148	500	£ 74,000.00
PG04 Progression Apprenticeship (EDU)	22	750	£ 16,500.00
PG05 Progression Traineeship (EDU)	22	500	£ 11,000.00
Total of ESF Specification			£ 682,542.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS

THE MARCHES - TRANSITIONAL

GEOGRAPHY / AREA OF DELIVERY

LEP background

The Marches LEP is made up of Herefordshire, Shropshire and Telford and Wrekin local authorities. It is one of the largest LEPs in the country covering 2,300 square miles with a resident population of 684,300 (ONS, 2017) and home to 30,775 businesses characterised by micro businesses (89.7%) and SMEs (8.6%). The Marches vision is to create 70,000 new homes and 40,000 new jobs over the next twenty years accelerating growth and providing opportunities for all who live and work here. Key sectors identified as having growth potential include advanced manufacturing and engineering, food and drink, defence and security including cyber security, environmental technologies and health and social care.

The Marches [ESIF Strategy](#) and [Marches Skills Plan](#) set out the priorities and key skills challenges for the LEP area.

The Marches performs well on indicators such as economic activity, employment and unemployment but the claimant count for 16-24 year olds in all three local authorities is almost double that of the all-age population. Local authority labour market profiles are available at: <https://www.nomisweb.co.uk/>

The NEET rate in all three local authority areas is higher than the national average with an overall increase in NEET measures in Shropshire and Herefordshire since 2015.

Local authority NEET data is available at:

<https://www.gov.uk/government/publications/neet-data-by-local-authority-2012-16to-18-year-olds-not-in-education-employment-or-training>

Destination data indicates that pupils eligible for free school meals (FSM), or disadvantaged or with special needs in the three local authority areas are less likely to be in a sustained education or employment / training destination following Key Stage 4. Further information is available at:

<https://www.gov.uk/government/statistics/destinations-of-ks4-and-ks5-pupils-2016>

For care leavers aged 17-18 and 19-21 education, employment and training data is available at:

<https://www.gov.uk/government/statistics/children-looked-after-in-englandincluding-adoption-2016-to-2017>

The labour market prospects of disadvantaged groups are hampered by lower than average levels of educational attainment, for example average Attainment 8 score for pupils eligible for FSM is lower in all three local authority areas compared with those who are not eligible. Additional information is available at:

<https://www.gov.uk/government/statistics/revised-gcse-and-equivalent-results-in-england-2016-to-2017>

The Contractor will work with partners in the area including education and training providers including members of the Marches Skills Provider Network, the Talent Match in Telford, community and voluntary sector organisations including those delivering the Building Better Opportunities programme led by Landau.

Local Authorities:

Shropshire

Telford

Wrekin

Key Priorities:

Priority geography/wards

- The whole borough of Telford and Wrekin which has particular concentrations of NEETs in Woodside, Brookside and Donnington. Further information about Telford can be found at www.telford.gov.uk/factsandfigures
- The county of Shropshire which has particular concentrations of NEETS in Shrewsbury, Oswestry, Bridgnorth, Whitchurch and Market Drayton. Further information can be found at: <https://shropshire.gov.uk/information-intelligenceand-insight>

Priority age groups

Young people aged 15-16 at risk of becoming NEET including:

- Those with mental health, social, emotional and behavioural needs
- Those with Autism / Aspergers
- Looked after children
- Those with a high level of absence or disrupted engagement with school
- Young people attending alternative provision or Pupil Referral Units
- Young people with a learning difficulty and/or disability
- Teenage parents
- Young carers
- Learners who speak English as a second or other language
- Refugees
- Gypsy, Roma and Travellers
- Home educated
- Those in the youth justice system or receiving support from the Youth Offending Team

Young people aged 16-19 who are NEET or at risk of becoming NEET:

- Young people who have a track record of being long term NEET or repeated periods of being NEET since leaving school
- Young people who need specialised intervention and support before they can

successfully access other mainstream provision

- Young people with a track record of low attendance
- Young people with few or no qualifications
- Young people with social, emotional and mental health needs
- Young people with Aspergers / Autism
- Teenage parents (fathers and mothers)
- Young people with special educational needs and disabilities (up to 24) □

Looked after children and care leavers

- Young carers
- Young offenders
- Young people living independently of their family
- Young people who are homeless and those experiencing housing difficulties
- Young people with low Literacy/Numeracy achievement
- Refugees
- Gypsy, Roma and Travellers
- Young people with ESOL needs

The Contractor will produce a development plan in response to the LEPs needs, with identified roles and responsibilities and named contacts. The plan will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP. A template for the development plan will be provided, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

101. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

102. The contract will be for the value of £1,518,750.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,518,750.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	965	200	£ 193,000.00

RQ01 Regulated Learning			£ 514,500.00
NR01 Non Regulated Activity			£ 514,500.00
PG01 Progression Paid Employment (EMP)	97	750	£ 72,750.00
PG03 Progression Education (EDU)	328	500	£ 164,000.00
PG04 Progression Apprenticeship (EDU)	48	750	£ 36,000.00
PG05 Progression Traineeship (EDU)	48	500	£ 24,000.00
Total of ESF Specification			£ 1,518,750.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
WEST OF ENGLAND – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

Background information regarding the LEP area can be found in our EU SIF Strategy available here: <http://westofenglandlep.co.uk/funding/eu-sif/>

This document was produced in 2014. The West of England LEP area also published a Strategic Economic Plan available here: <http://westofenglandlep.co.uk/about-us/strategicplan>

Both documents give a good background the economic situation here, as well as on our population. Our latest Operating Framework and Business Plan are available here: <https://www.westofengland-ca.gov.uk/weststrategy/>

In the West of England there are around 3000 young people who are currently seeking work or working but claiming in work benefits (excludes those on Working Tax Credit due to lack of access data). There are an additional 6200 young people who are NEET and experiencing complex barriers to entering work or learning:

	Bath & North East Somerset	Bristol	North Somerset	South Gloucestershire
Closer to the labour market	617	1288	736	422
Complex barriers	725	3114	1124	1235

Local Authorities:

Bristol City Council

Bath and North East Somerset Council

North Somerset Council

South Gloucestershire Council

Key Priorities:

- Targeted support for those young people in schools who are at risk of NEET
- Targeted support for those young people who are in alternative provision and PRUs
- Targeted support for young people with special educational needs (including family support)
- Targeted re-engagement support for those young people who have disengaged from learning throughout the year

- young people who have mental health and health needs who would not be able to undertake a full course or even manage p/t study, so something flexible enough to support these young people is required

As part of the Services, the Contractor will be required to produce a development plan in response to the LEPs needs with identified roles and responsibilities and named contacts. The plan will be agreed and revised with the LEP on an annual basis. Plans could include research; co-ordination of labour market information; proposals to respond to skills needs of LEP's priority sectors; developing provider responsiveness; innovation and employer engagement. The Contractor will support the on-going implementation of the plan and provide regular updates to the LEP. A template for the development plan will be provided, which will be a minimum requirement for the Contractor.

PART 5 FUNDING AND OUTCOMES

103. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

104. The contract will be for the value of £900,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £900,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	572	200	£ 114,400.00
RQ01 Regulated Learning			£ 304,800.00
NR01 Non Regulated Activity			£ 304,800.00
PG01 Progression Paid Employment (EMP)	57	750	£ 42,750.00
PG03 Progression Education (EDU)	194	500	£ 97,000.00
PG04 Progression Apprenticeship (EDU)	29	750	£ 21,750.00
PG05 Progression Traineeship (EDU)	29	500	£ 14,500.00
Total of ESF Specification			£ 900,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

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PART 4: LOCAL SERVICE REQUIREMENTS

WORCESTERSHIRE – MORE DEVELOPED
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GEOGRAPHY / AREA OF DELIVERY

LEP background

Worcestershire Local Enterprise Partnership's vision is to build a connected, creative and dynamic economy that delivers increased prosperity for all those who choose to live, work and invest in Worcestershire.

Specifically, by 2025, to have added 25,000 jobs and increased Gross Value Added (GVA) by £2.9bn.

Worcestershire LEP is working towards three strategic objectives:

1. Create a World Class business location
2. Promote individuals with World Class skills
3. Develop World Class competitive and innovative businesses

The Service being procured will be aligned with the Worcestershire Strategic Economic Plan, European Structural and Investment Funds Strategy and Worcestershire Employment and Skills Strategy

(<https://www.wlep.co.uk/resources/document-library>) and will be delivered to fulfil the second Worcestershire LEP Strategic Objective above which aims to realise people's potential and meet the skills needs of local businesses.

Worcestershire LEP, through the Worcestershire Employment & Skills Board, has identified a number of priorities in relation to employment and skills in the county:

- Skills and workforce planning: In particular, increasing the number of Apprenticeships (especially at levels 3 and 4), developing graduate level opportunities and increasing private sector skills investment.
- Strengthening the relationship between education and business: With Worcestershire Employment & Skills Board, we have developed an initiative for Worcestershire's high schools to work more closely with businesses, particularly in relation to work experience opportunities. See the new web portal for more information.
- Increasing employability: We are committed to improving the employment prospects of young people and a number of initiatives have been identified through the Employment and Skills Board.

Worcestershire LEP will work with partners to help deliver the vision set out in the SEP and ensure co-ordinated delivery of consistent, high quality programmes to all targeted client groups across Worcestershire.

Integral to this vision, is the fundamental requirement that ESF investment delivered via all two Opt Ins (ESFA and BLF) provides a coherent customer-oriented support programme and delivers social and economic inclusion as a whole.

Local Authorities:

Worcestershire County Council
 Bromsgrove District Council
 Malvern Hills District Council
 Redditch Borough Council
 Worcester City Council
 Wyre Forest District Council
 Wychavon District Council

Key Priorities:

Young People at risk of becoming NEET must be identified and agreed in conjunction with the learning institution.

The Services must be delivered in collaboration with partners delivering national and local provision adopting a joint action planning approach with clear progression routes/milestones to deliver seamless support for Participants moving back into education, training or employment to prevent duplication and maximise the funding available to deliver positive outcomes for the client group.

The Services must be delivered in conjunction with the following:

- Worcestershire Business Central - www.business-central.co.uk
- Worcestershire Apprenticeship www.worcsapprenticeships.org.uk
- Worcestershire LEP – www.wlep.co.uk

PART 5 FUNDING AND OUTCOMES

105. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

106. The contract will be for the value of £800,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £800,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	508	200	£ 101,600.00
RQ01 Regulated Learning			£ 271,200.00
NR01 Non Regulated Activity			£ 271,200.00

PG01 Progression Paid Employment (EMP)	51	750	£ 38,250.00
PG03 Progression Education (EDU)	173	500	£ 86,500.00
PG04 Progression Apprenticeship (EDU)	25	750	£ 18,750.00
PG05 Progression Traineeship (EDU)	25	500	£ 12,500.00
Total of ESF Specification			£ 800,000.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

PART 4: LOCAL SERVICE REQUIREMENTS
YORK, NORTH YORKSHIRE AND EAST RIDING – MORE DEVELOPED
GEOGRAPHY / AREA OF DELIVERY

LEP background

York, North Yorkshire and East Riding LEP's [ESIF Strategy and Strategic Economic Plan](#) and [Strategic Economic Plan Update](#) set out the priorities for economic growth in the area. Its skills priority 'Inspired People' sets out a range of objectives and activities to ensure that growing businesses have a productive workforce, young people make the right education and job choices and unemployed people get the best chances to connect to sustainable jobs. The ESIF strategy also seeks to address barriers relating to rural isolation which prevents access to initiatives and opportunities that are available in urban environments.

Whilst York and North Yorkshire has a generally healthy socio-economic profile with low unemployment and higher than average skills attainment there are pockets of deprivation which are evident in urban areas such as York, Harrogate and the coastal strip including Scarborough and Whitby. These areas have lower levels of attainment in skills, higher levels of unemployment and score highly on indices of deprivation.

To achieve its ambition the LEP has set out actions in its strategy, which include support for young people to connect to the right learning opportunities and enable them progress into further education, training or a job.

NEET levels across North Yorkshire are relatively low when compared to national and Yorkshire & the Humber.

As of July 2018 the Year 12 and Year 13 NEET figure across the districts of Scarborough, Ryedale, Hambleton & Richmondshire districts equated to 79 young people.

Scarborough has the highest percentage of NEETs aged 16-19 years. 62% of the overall NEET population across the 4 districts live in Scarborough, with Hambleton at 11%, Ryedale 15% and Richmondshire 2%.

As the numbers are low the Service must focus on preventative pre NEET activity to maintain current levels of engagement and low NEET referral numbers. Delivery outcomes should reflect the increased timescales required for preventative delivery in school settings compare to full time provision for NEET Participants.

Local Authorities:

Scarborough

Ryedale

Hambleton

Richmondshire

Key Priorities:

The four districts cover a wide geographical area. Rural isolation can affect young people's ability to access learning opportunities, particularly those who do not have access to their own transport or where public transport is limited. Localised provision is essential. The Contractor must ensure that provision includes the costs of young people accessing provision as this can be a barrier.

A number of young people in the NEET group in this area have significant challenges to address in order to progress onto sustained learning and employment. Many of those that are NEET have a poor record of attendance at school and subsequently lead chaotic lives post-16. A combination of social, emotional, behavioural and relationship issues to address means that sustaining learning and employment post compulsory school age is very challenging. More than 10% of the NEET cohort in the four districts are teenage parents, with a further 10% having learning difficulties and disabilities.

Priority 1 : Young Offenders

Young offenders aged 16-19 in Scarborough, Ryedale, Hambleton & Richmondshire are a key priority group together with those young people who may not yet have entered the criminal justice system but may be on acceptable behaviour contracts or similar.

Priority 2: Young People with Autism and/or Learning Difficulties

There is an increasing number of young people aged 16-19 years with autism who may have attended mainstream schools and are academically able, but who struggle to progress into sustained education, training or employment. This is often due to a lack of social skills and an ability to work collaboratively. Subsequently many become isolated and find it increasingly difficult to access learning and training which would enable them to become economically active. Structured support is needed to enable these young people to successfully progress.

Priority 3: Care Leavers

The progression into education and employment can be difficult for some young people leaving care, particularly in coastal areas where young people may have low aspirations and low levels of employment.

Other priority engagements should include young people with mental health difficulties; young people from black, Asian and minority ethnic groups; refugees or asylum seekers; homeless people; young people with poor literacy/ numeracy and/or few qualifications; out of work graduates.

The Contractor shall work with local organisations with links to 16-24 year olds e.g. schools, colleges, training providers, youth support agencies and local authorities to create effective referral mechanisms and appropriate provision for NEET and pre-NEET young people.

The York, North Yorkshire and East Riding LEP will require development of and participation in a local steering group. The Contractor must commit to attend and provide relevant, timely management information.

PART 5 FUNDING AND OUTCOMES

107. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that the total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

108. The contract will be for the value of £247,500.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

Table C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £247,500.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	158	200	£ 31,600.00
RQ01 Regulated Learning			£ 83,450.00
NR01 Non Regulated Activity			£ 83,450.00
PG01 Progression Paid Employment (EMP)	16	750	£ 12,000.00
PG03 Progression Education (EDU)	54	500	£ 27,000.00
PG04 Progression Apprenticeship (EDU)	8	750	£ 6,000.00
PG05 Progression Traineeship (EDU)	8	500	£ 4,000.00
Total of ESF Specification			£ 247,500.00

*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.



European Union

European
Social Fund

QUESTIONS FOR SPECIFICATIONS FOR IPs 1.1, 1.2 and 2.1

Questions

Please ensure you complete all of the following questions and then upload your response to the appropriate space in the Invitation to Tender Technical Envelope before the deadline

Please note all questions have a set amount of characters locked into each answer space which you will not be able to exceed Please note that in this instance a character is a :

letter;

number;

punctuation

mark; space or a

return.

Please also note that the maximum score and weighting allowed for each question is clearly marked

Organisation name submitting this response	Martinex Limited t/a Burleigh College
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1. Readiness to Deliver

How will you ensure you have the necessary resources, expertise and staffing to deliver the Services as set out within the specification from 1 April 2019?

As a minimum, your response must include the following as outlined in the Specification Part 1:

- Detail the steps you will take to ensure delivery can commence on 1 April 2019 without impinging on any other service delivery you may be committed to or commit to in future whether in connection with the ESF Transition Programme or otherwise.

- Describe the resources, expertise, and staffing infrastructure you will put in place to offer local and flexible access, provision and support to Participants and/or employers across the whole of the LOT Area including:

- o a physical operational base within the Lot Area as outlined in the Specification Part 4.
- o How you will overcome barriers to engagement for Participants in parts of the Lot Area which are remote or difficult to access from the physical operational base.
- If you use subcontractors, describe the elements of the Services they will provide. Describe how you will ensure that sub-contractors maintain sufficient, resource expertise, staffing and capacity taking into account existing commitments and pipeline business.

You should attach a one page organisational structure relevant to this Specification.

WEIGHTING FOR QUESTION 1: x1 Maximum 4000 characters

This application is submitted by a partnership of Martinex & Barnet & Southgate College (BSC), supported by 4 subcontractors. We have a 30-year record of working across West London (WL) including supporting NEETs into work, education & training. BSC & other subcontractors are similarly experienced eg BSC lead WL NEET ESF LLDD project; 353 starts to date/125 progressions

We will build on our proven track record of starting delivery on schedule eg our Aviation Routeway ESF project started promptly & has delivered ahead of profile resulting in 50% increase in contract value to £1.49m. Alongside AR we successfully implemented direct AEB delivery. Award of growth led to £121k contract increasing to £247k evidencing capability to implement delivery without impact on other commitments

A full Development Plan will ensure delivery starts on 1/4/19. The CEO will monitor progress towards achieving RAG-rated milestones in the Plan including key dates/deadlines/deliverables & take remedial action if any are not met. It will identify staffing/TUPE & resources; subcontractor due diligence; marketing strategy; LMI research; engagement with LEAP/stakeholders & will ensure all resources are in place prior to commencement & no impact on other commitments

We have established operational bases at Britannia House/Hammersmith & BSCs Barnet campus. We will deliver in H&F, Ealing, Hounslow; BSC in Brent, Harrow & Barnet. Innov8 & Build in Hillingdon & Action WL in Ealing; Princes Trust across WL. Subcontractors will ensure full geographic coverage & will deliver end-to-end services from engagement through to progression. All sites are fully accessible, on public transport routes & fully-equipped. They will be complemented by flexible community-based small-group delivery eg childrens, faith centres & schools & outreach so we can respond rapidly to changing demand etc & deliver a localised service addressing access barriers as will support with travel costs

We employ 20+ staff including 4 managers, 2 administrators, 2 outreach/IAG

staff & 10 qualified teachers. All partners employ motivated staff focused on meeting participants needs with a solid track record of supporting NEETs via outreach/IAG/mentoring/training. Prior to commencement we will identify additional staff needs taking account of TUPE/redeployment of staff working on current ESF projects. Any additional staff will be recruited via a rigorous selection process. PICS will accurately record & submit MI data. A proven management structure is in place used to successfully manage our AR project (63% progression to jobs vs 36% target & 35% sustained compared to 19% target) with an ESF manager reporting to the CEO who will review performance weekly to identify issues/variance from target in a timely fashion, triggering remedial action

Relationships/referral arrangements are in place with stakeholders including all local authorities, schools, youth services, NCS, JCP & employers across WL. Building on our ESF track record all outreach, IAG, delivery policies/processes are place. Effective arrangements are in place to monitor delivery quality & drive continuous improvement to fully meet participant needs. Participants receive matrix Standard IAG followed by robust needs assessment to inform ILPs detailing barriers/actions to stretch, challenge & support via flexible fullydifferentiated delivery. Progress is monitored via regular reviews. Exit interviews capture progressions & identify ongoing needs

We will be responsible for engaging LEAP/ESFA/stakeholders. Subcontractor DD will assess capacity to deliver including resources/expertise/staffing taking account of other commitments prior to signing SLAs which will commit them to maintaining agreed staffing/other resources at all times & will be monitored throughout delivery. Our CEO will authorise any proposed variations taking account of project needs resulting in redistribution of delivery to other partners if required

2. Management and Reporting

How will your organisation ensure it manages and reports effectively to meet contractual requirements?

Your response to the above question will need to address/include the points below as a minimum:

- Describe the management information systems you will put in place to submit timely performance management data to the ESFA using the Individualised Learner Record (ILR) and Supplementary Data Return process required to generate payments from the ESFA.
- Describe the arrangements you will put in place to comply with the reporting and Evidence Requirements set out in the Specification. Describe how you will collect and retain evidence prior to submitting a claim to ESFA for payment.
- Describe how you will manage and monitor your subcontractor(s) to ensure high quality delivery is taking place that complies with the Funding Rules and the Evidence Requirements. Your response should describe how you will

manage the performance of your subcontracts to ensure the funds are fully and properly utilised. If you do not use subcontractors, you must indicate this in your response.

- Describe how you will monitor progress against your profile and what actions you would take to mitigate against underperformance.
- Describe how you will work with the LEP, including reporting relevant and timely management information and involvement in local steering groups, as detailed in Part 1 of the Specification.

WEIGHTING FOR QUESTION 2: x1 Maximum 3000 characters

A proven PICS MI system is used to submit timely ILR/Supplementary Data for our Aviation Routeway contract, evidenced by 6 unqualified ESF compliance visits. All evidence required by the specification/Funding Rules etc will be retained in the participant's file providing an audit trail including eligibility, details of initial assessment/needs analysis, ILP, delivery, reviews & outcomes.

Our experienced MI team are fully conversant in the ILR Specification, Supplementary Data Guidance & ESF evidence requirements. They audit paperwork before entry, accurately record all aspects of the Participant Journey & carry out regular checks to ensure eligibility & evidence of delivery is in place in accordance with the contract before claiming. Independent annual audit further assures accuracy. Effective quality assurance processes ensure high quality delivery/support continuous improvement.

PICS enables us to flexibly analyse/report progress, disaggregated by subcontractor, ward, EDIMs, district etc including referral source, details of activity & employers etc as required by the ESFA/LEP. Progress against profile will be reported including regulated/non-regulated learning, pipeline activity & employer/stakeholder engagement as will actions taken in the unlikely event of underperformance.

Subcontractors/partners are managed via our Supply Chain Policy based on the Funding Rules. We carry out regular/substantial QA checks on subcontractors. This audit ensures funds are fully/properly used & assures data accuracy. We will replace subcontractors if their delivery does not meet contract requirements or there are repeated data errors (as previously done).

KPIs will be used to monitor progress vs profile: contracted/pipeline deliverables vs actual (ST01/PG01-05), contracted/pipeline income vs actual (RQ01/RQ02) & conversion rates etc disaggregated by delivery organisation. RAG-rated KPIs will be set to ensure quality meets participants' needs & support continuous improvement & will be reviewed weekly to identify underperformance. Remedial action will be taken if variation > 5% (AMBER) to prevent KPIs becoming RED (10%). Mitigating actions will be recorded in a risk register & closely monitored by the CEO until eliminated. Actions include increasing delivery capacity; repurposing delivery based on feedback; staff CPD & increased marketing/outreach/engagement to generate referrals etc.

Our CEO/managers represent us on many steering groups across West London

& will maintain regular contact with LEP. We will ask the LEP to chair the project Steering Group. Engagement with LEP will inform our Development Plan, help us improve delivery effectiveness, respond flexibly to changing local/economic/political conditions via our business planning processes/task & finish groups & ensure we add value/complement wider NEET provision. We will regularly report progress to LEP. PICS enables us to report timely MI to keep the LEP informed of progress

3. Engaging with and meeting the needs of Participants within the whole LOT Area.

How will your organisation utilise market intelligence and local knowledge and partnership working to engage with and meet the needs of Participants within the whole LOT area in which you wish to deliver?

As a minimum, your response must include the following:

- Describe how you will utilise partnership working to ensure that the Services will complement and avoid duplication with similar existing delivery in the Lot Area?
- Describe how you will assess the skills, needs and barriers to engagement of Participants and employers in the whole LOT Area. Describe how:
 - you will identify Participants' skills needs and barriers to learning and progression (for example for those Participants with additional learning needs); and
 - you will design the Services to meet and overcome these barriers to learning for Participants within the whole LOT area as set out in Part 4 of the Specification.
- Tell us how you will provide Services that take into account conditions prevailing in the Lot Area with respect to the current employment market, social and economic conditions and market intelligence.
- Tell us how you will provide Services that are flexible and are capable of responding to reflect any changes to local conditions, new priorities or opportunities and changes to economic and political landscape.
- List your proposed partners and stakeholders (not subcontractors) on the Partners Tab in the workbook (this information may be verified prior to award of contract). Tell us how you will engage with them. Describe your engagement with proposed partners and stakeholders in connection with the Services that will be provided under the new Contract and how will they add value to your delivery model

WEIGHTING FOR QUESTION 3: x4 Maximum 4000 characters

Building on our established partnership links we will work with local authorities, colleges/providers & other stakeholders following contract award to align delivery with other services funded by DWP, GLA, ESF, etc to ensure we complement other services/avoid duplication. Partnership working alongside

other providers will be formalised via SLAs to avoid duplication, establish reciprocal referral arrangements & coordinate support for participants & thereby put their needs first.

Our well-established partnerships across WL will add value to project delivery. Referral arrangements are in place with all Local Authority NEET teams & schools/youth services/JCP & NCS across WL partly because of BSC's LLDD NEET project. We will work with NCS & JCP to ensure a joined-up approach to employer engagement & keep JCP & other referral agencies informed of participant attendance etc. Our links with colleges/providers etc will support progression eg to apprenticeships or the GLA Digital Talent programme.

Representation on steering groups across WL will enable us to respond rapidly to changing needs & add value to wider NEET provision. Partnership working with the LEP will ensure delivery is tailored to meet skills priorities & ensure it adapts to take account of changing needs/strategic developments/policy changes eg skills devolution. LEP, LA, employer & stakeholder representation on the project Steering Group will also ensure 360 degree understanding of local skills needs & priorities.

Analysis of LMI is central to our demand-led delivery triggering responsive change management. National, pan-London & local LMI research (NOMIS, London DataStore etc) will enable differentiated delivery which takes account of local needs based on CCIS data etc. Delivery will support the Mayor's Economic & Skills for Londoners strategies eg it will address high levels of youth unemployment identified as a key skills challenge by addressing low levels of education/skills among young people from disadvantaged groups & support more young people to "make a smooth transition to further study or the world of work". Delivery will be aligned with key WL sectors identified by the GLA eg construction, engineering, manufacturing, IT & business management etc.

The SG will authorise changes to delivery based on analysis of quantifiable data which justifies change eg NEET hotspots, LMI, skills shortages job vacancies, skills gaps, feedback from participants, stakeholders & employers, research undertaken by the LEP & changing economic circumstances. Employer-led task & finish groups will implement identified changes to ensure they meet employer skills needs.

Robust initial/diagnostic assessment building on matrix Standard IAG using BKSB & skills scans will identify participant vocational, employability & basic skills needs along with barriers including behavioural issues, involvement in gangs, risk of CSE barriers alongside travel, childcare & other access barriers. ALNs are also identified including learning difficulties & disabilities. ILPs detail the support required to address skills needs & overcome barriers & are met through flexible, tailored delivery from non-threatening community locations. Mentors provide wrap-around support to address barriers & address low

confidence, self-esteem etc. Participants with multiple barriers are further supported via key workers who provide 1-2-1 support. Regular reviews ensure that delivery adapts to meet participant needs whilst ongoing evaluation & feedback will ensure that the project constantly evolves to overcome barriers to learning across WL.

Building on engagement with 1000+ employers & Chambers of Commerce etc, employer TNAs & input from our Employer Panel will ensure that skills provision is informed by employer needs & identify barriers. This will ensure provision addresses relevant soft/employability skills to maximise relevance & prepare participants for sustained employment/apprenticeships

4. Meeting the needs of Participants and employers

How will your organisation engage with Participants and support them through their journey to achieving a Progression Outcome?

As a minimum, your answer must include the following:

- Describe how you will, promote, raise awareness, engage and recruit Participants [and employers] to the programme.
- Describe the mechanisms you will use to identify the skills needs of Participants and ensure your delivery programmes support positive outcomes for your Participants.
- Describe the processes you will use to carry out initial assessment and needs analysis for new Participants and the approach for developing individual learning plans.
- Tell us how you will ensure the activity delivered is appropriate, effective and tailored to the specific needs of the individual.
- Detail how you will engage employers in the designing skills provision to ensure Participants gain the skills that employers need in the Lot Area.
- Describe how you will engage employers within the Lot Area to provide job-progression and/or apprenticeship opportunities for Participants.

WEIGHTING FOR QUESTION 4: x2 Maximum 4000 characters

Our Development Plan will include a marketing strategy, including print/digital/social media to promote the project tailored to different groups. LMI/CCIS data will ensure focus on areas of most need. Roadshows will raise awareness. Participants will be recruited via community outreach & established referral arrangements with LA NEET teams/JCP etc building on our AR & BSC NEET projects. Relationships are in place with 1,000+ employers due to partners' extensive delivery to employers.

Our Participant Journey is key to meeting needs:

- ☐ Building on CCIS data/schools/JCP/PLR etc it begins with matrix Standard IAG to assess eligibility/identify goals & skills needed to achieve them. IAG is informed by LMI to enable us to promote sustainable opportunities in priority sectors eg digital/creative. Initial

assessment using BKSBS identifies English/maths/IT skills & preferred learning styles. Skills scans identify existing life/employability skills; experience; strengths/areas for development. Diagnostic assessment identifies Additional Learning Support needs (dyslexia etc) & barriers (behavioural/troubled families/childcare/gangs etc) informing allocation of key workers

- Mentors support participants to create ILPs/SMART targets informed by IAG/assessment. Participant involvement ensures ownership of it, increasing motivation/engagement. It details actions needed to help them achieve qualifications, develop life/employability skills, overcome barriers & achieve positive outcomes. It is updated throughout to ensure delivery adapts to remain appropriate, effective & tailored
- Participants follow a tailored programme. Starting with induction, tutors intensively address needs/develop employability/personal skills eg interview preparation, timekeeping etc via blended delivery which combines 1-1/group teaching with online independent learning. Qualification/basic skills delivery is embedded into wider employability training which includes work placements/tasters/volunteering/internships. Community delivery/support with travel/childcare address access/travel barriers
- Mentors provide face-2-face wrap-around support & via email/telephone & liaise with specialist agencies to motivate; develop positive attitudes; address low confidence/self-esteem. Key workers provide intensive 1-2-1 support to identified participants & their families & act as honest brokers with wider agencies eg YOTs/police
- We monitor progress towards achieving ILP targets via fortnightly reviews & identify those at risk/behind target triggering intensive support. They recognise/reward progress via celebration events etc. On completion, mentors develop Transition Plans with participants identifying next steps based on exit interview/IAG. Support is given for 6 months after leaving to promote sustained progression to apprenticeships etc
- We evaluate the extent to which delivery is appropriate, effective & tailored to specific needs by analysing performance data/lesson observations/IQA/EQA combined with feedback via surveys & Young Person's Reference Group
- We will establish an Employer Board from our employer relationships to inform delivery & ensure it meets current/future local skills gaps/shortages & training/apprenticeship needs particularly in priority sectors complemented by employer surveys & engagement with Chambers of Commerce etc. Employers will be involved in curriculum design & delivery,

& will offer work placements/tasters/volunteering to ensure participants gain relevant skills.

Our BD teams will encourage employers to offer participants jobs/apprenticeships. Joint marketing with LAs and Chambers of Commerce/BIDs etc will facilitate progression. Job Fairs will link employers & participants. Employers will be able to upload opportunities to our website; we will match with potential applicants. Work placements will assess suitability prior to guaranteed interviews. Mentors will support participants & provide ongoing support to participants/employers etc



Education & Skills
Funding Agency



European Union
European
Social Fund

TIE-BREAK - QUESTION

Meeting LEP Specific Requirements

[QTB]	In Question 1, we asked you “how will you ensure you have the necessary resources, expertise and staffing to deliver the Services as set out within the specification from 1 April 2019?, in 2304 London West
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Instructions for completion:

In the Read Me First Instructions document published for this ITT (para 102-103), we stated the following:

Where there remains more than one Applicant with the same ranking after this process then those Applicants will be asked a tie-break question.

The tie-break question will be sent via Bravo and the Applicants will be given

48 hours to respond. The tie-break question will then be evaluated in accordance with the scoring methodology set out in the Table at paragraph 93 above. The Applicant with highest score will be considered for award of the Contract as set out under Stage 4 (Contract Award).

We have now reached a Tie Break situation in regard to the evaluation of bids received against ITT No 30400 2304 London West

You are therefore given the opportunity to respond to the Tie Break Question below. Please note the following instructions:

- There is a locked in character limit of 5000 characters for your answer
- You need to download this attachment from the message in order to complete your response.
- You then need to attach your completed response to a message, which will be your reply, please use TIE BREAK RESPONSE as the message subject heading
- Your reply must be received by the ESFA no later than 17:00 on 30/11/18. Messages received after this time will NOT be evaluated

Organisation Name	Martinex Limited
UKPRN	10000994

	Taking into account the LEP Specific requirements shown within the Specification and your response to the original Question 1, and the organisational diagram you supplied, please detail how your offer supports the LEP's priority groups (listed in the 'LEP Specific section of the specification) and contributes to the implementation of their ESIF strategy? Your response to the above question will need to address/include the points below as a minimum: Describe how you will deliver a personalised service to individuals on the programme. Describe how will you ensure that the provision is flexible to meet the needs of all the priority groups outlined Describe how you will ensure that individuals remain engaged in the programme and achieve outcomes which support the LEP requirements Explain how your proposed delivery model, physical operational base, and staffing structure (including any subcontractors) will ensure that individuals can be engaged from commencement of services within the contract 1/4/19 Characters available: 5,000 characters maximum Maximum score available: 100 REF: [QTB]
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We & our partners currently deliver ESF projects across WL eg we lead Aviation

Routeway project, Barnet & Southgate College lead WL NEET LLDD project; Action West London subcontract from them & BSC & AWL are subcontractors on the current WL NEET outreach project. These projects with their highly-developed referral arrangements end 31/3/18 enable us to start seamlessly 1/4/19. All partners including Princes Trust (who refer from/to Mayor's Youth Londoner's Fund) are firmly embedded in WL with operational bases across the area. Our staffing structure shown on the organisation diagram has been optimised to meet LEAP Priorities & the needs of all target groups. Our & subcontractor staff are in place to deliver & to transfer from their current ESF projects to this project 1/4/19. Our WL NEET Development Plan will identify any additional staff to be recruited taking account of known/potential TUPE transfers. As an independent provider we can recruit very rapidly; additional staff will be recruited by 1/3/19 & will shadow our & partners' ESF NEET staff, complete induction & ESF requirements enabling them to engage participants from 1/4/19.

Delivery of a personalised service to all participants will be informed by the personcentred approach developed by BSC to successfully deliver their WL LLDD project. Tailored 1:1 & Matrix Standard IAG will be complemented by an enhanced version of BSC proven bespoke needs analysis tool which case workers will use to plan delivery that addresses barriers & engages & motivates participants. Units will be selected from a wide range of menu options successfully used by us on the Families Programme. Enhanced Safeguarding/Risk Analyses for 16-18 are in place.

Case workers will support participants from engagement, through delivery & onto progression using information held by WL stakeholders (eg schools/Colleges/NEET teams/social workers/Probation Service/NCS/Connexions/Met Police/YOTs & JCP). Personalised programmes will include accredited & non-accredited qualifications eg English, ESOL (BAME), maths & digital inclusion, Prevent, work experience/tasters/work shadowing aligned to participants' employment aspirations & LMI data.

Our delivery model will be classroom based at existing multiple sites across WL which will facilitate very local, flexible delivery on a 1:1 & group basis supplemented by delivery in children's'/community/faith centres, libraries/schools/housing estates & mobile resources eg BSC's mobile DJ Academy offers very supportive, engaging & flexible activity. We will work with the Met Police to ensure venues are cognisant of gang territories. Delivery from 8AM to 8PM will accommodate potentially chaotic lifestyles, disruptive home environments & deter gang involvement. Drop-in sessions will enable participants to study at their own pace. For hard-to-reach participants we may deliver at their homes (subject to Lone Working protocols/safeguarding/risk assessments) involving parents/carers/guardians for their buy in.

Delivery will recognise confidence building as high priority & will align to achieving goals eg hospitality participants will benefit from kitchen-related activities inc kitchen safety/cooking basics with embedded English & maths. Work placements in our employer network (eg Premier Inn/NHS) will develop work-related behaviours/competences & guaranteed interviews. We will arrange visits to college/apprenticeship provider open days for progression to college/work & liaise with admissions staff. Job clubs, workshops & learning games will build social/interpersonal skills, build confidence & promote team working eg interview role play.

A range of actions will ensure participants remain engaged. They have clearly defined goals aligned to LEAP priorities inc quals/employment/apprenticeships/traineeships. Best-practice RARPA model recognises small steps towards larger goals via rewards eg trips democratically selected (British Values), gym membership/studio time. Rewards will be linked to SMART targets eg 90% attendance, achievement & volunteering to promote/secure fairness/transparency & participants' buy in. Meals & transport costs will be provided to address financial barriers. Exciting, innovative delivery will support engagement eg PlayStation game league in groups

embedding team work, problem solving, English, maths & engaging participants deterred by traditional, formal delivery.

Caseworkers will provide extensive wrap-around mentoring support 24/7 by phone, email & social media/ZOOM. WhatsApp groups will promote team-working & peer mentoring, reinforce positive attitudes/behaviours & promote participation/progression. Participants will have an employer mentor meeting with them once a month & ad hoc availability remotely. Learner Voice will empower participants via focus groups, Learner Newsletter, “meet the manager” sessions & a “you said/we did” process will ensure our model evolves to reflect their preferences/needs further ensuring engagement/retention

Burleigh College NEET ESF Delivery Structure and Staff Chart – August 2018

REDACTED UNDER FOIA SECTION 40