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Contract (Short Form – Services)

Contract for:

**Delivery of Level 2 Customer Service Practitioner
and Level 3 Level Team Leader/Supervisor
Apprenticeships**

Contract Reference – CQC LD 145-CT

November 2017

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Background

1. The Customer has entered into an agreement, in the form attached at Appendix 1 of Schedule 1, (the 'Funding Agreement') with the Skills Funding Agency ('SFA') for funding of Apprenticeship Service, via the Apprenticeship –Levy provided by the SFA.
2. The Education and Skills Funding Agency (ESFA) brings together the existing responsibilities of the Education Funding Agency (EFA) and the Skills Funding Agency (SFA), creating a single funding agency accountable for funding education and training for children, young people and adults. By virtue of the Funding Agreement, funding is available to the Customer from the ESFA for the purposes of training and end point assessment of Apprentices.
3. The Contractor provides training services for Apprentices, and for the purposes of the Funding Agreement, is a Training Provider.
4. Therefore the Parties have agreed to enter into this Agreement for the provision of the services defined in the Specification, pursuant to the Funding Agreement.

Terms and Conditions of Contract for Services

1 Interpretation

"Additional Charges"	means charges as agreed, in writing, from time to time between the Parties for the Additional Services which are to be paid by the Customer outside of the Funding;
"Additional Services"	means services which are agreed, in writing, between the Parties as services which are required from time to time and which do not relate to or fall within the Apprenticeship Service;

"Agreement"	means the contract consisting of these terms and conditions, any attached Schedules, between (i) the Care Quality Commission ("Customer") and (ii) Ginger Nut Media Limited ("Contractor");
"Approval"	means the written consent of the Customer;
"Apprentice"	means an individual employed by the Care Quality Commission under an Apprenticeship Agreement who is an Apprentice under the ESFA Rules and in relation to whom the Training Provider is to provide any of the Services;
"Apprenticeship"	means the training and (where applicable) end-point assessment for an employee as part of a job with an accompanying skills development programme;
"Apprenticeship Agreement"	means; (a) an approved English apprenticeship agreement; or (b) an apprenticeship agreement within the meaning given in section 32 of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England by virtue of provision made under section 115(9) of the Deregulation Act 2015;
"Apprentice Assessment Organisation"	any organisation on the Register of Apprentice Assessment Organisations which is selected by an Employer and contracted by a Training Provider to carry out End-Point Assessment
"Apprenticeship Levy"	means the levy payable by all employers with an annual pay bill of more than £3 million which is used to support the funding of Apprenticeships;
"Apprenticeship Service"	means the service provided by the ESFA to fund apprenticeship training undertaken by approved training providers using government funds;

"Approved Apprenticeship Standard"

means any apprenticeship standard approved by the ESFA. A list of all Approved Apprenticeship Standards and those in development is available on the [Government's website](#).

"Bribery Act"

the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

"Business Day"

Means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

“Business Hours”

Means the period from 9.00 am to 5.00 pm on any Business Day

Central Government Body”

means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

“Charges”

means the charges for the Services as specified in the Schedule 2;

“Commencement Date”

Means the date when the apprenticeship is registered which will be notified to the Employer;

"Apprenticeship Commitment Statement"	Means the agreed written statement by the Employer, Apprentice and Training Provider which stipulates how the Apprenticeship will be delivered;
"Completion Payment"	Means the payment for the 20% of the Charges for each Apprenticeship that under the ESFA Rules is only paid once an Apprentice sits the final exam.
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract Period"	means the period from the Commencement Date to:- (a) the date of expiry set out in Clause 1.3 (Contract Period); (b) following an extension pursuant to Clause 6.8 (Extension of Contract Period) the date of expiry of the extended period; or (c) such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract;
"Contractor"	means the person named as Contractor who was awarded this contract;

"Customer"	means the Care Quality Commission;
"Digital Apprenticeship Service Account"	means the Customer's Employer digital account held under the ESFA rules as part of the Apprenticeship Service which shows the amount of Funding available to the Customer and through which the Contractor shall be paid;
"DPA"	means the Data Protection Act 1998;
"Employer"	means the Customer which enters into a contract with a Training Provider to commission Training (a) for its own Apprentices and/or (b) on behalf of a Connected Employer for the Connected Employer's Apprentices, to be funded in whole or in part from the Employer's Digital Account;
"End-Point Assessment"	the independent assessment of the Apprentice's knowledge, skills and behaviours carried out by an Apprentice Assessment Organisation at the end of the Training to confirm that the Apprentice has met the requirements of any relevant Approved Apprenticeship Standard;
"ESFA"	means the Education and Skills Funding Agency which replaces the existing responsibilities of the EFA and SFA and has been in operation since April 2017;
"ESFA Rules"	means the ESFA's funding rules following the introduction of the apprenticeship levy and as contained: Apprenticeship funding and performance-management rules for training providers May 2017 – March 2018 (version 3) dated April 2017 as amended from time to time;

“Expiry Date”	means the date for expiry of the Agreement;
“Extension”	has the meaning given in clause 4.2 in accordance with the terms and conditions of the Agreement;
“FOIA”	means the Freedom of Information Act 2000;
“Funding”	means the funding paid to the Training Provider on behalf of the Employer towards the cost of Training and End-Point Assessment in accordance with this Agreement;
“Funding Agreement”	means the “SFA Apprenticeship Agreement for Employers for the provision of levy-funded apprenticeship training”;
“Funding Rules”	means the SFA’s “Apprenticeship Funding: Rules and Guidance for Levy-Paying Employers”, as revised and amended from time to time;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Specification or Agreement otherwise notified as such by the Customer to the Contractor in writing;
“Levy Funding”	Means funding provided by the ESFA through the Employer’s Digital Apprenticeship Service Account with Apprenticeship Service.

"Party"

means the Contractor or the Customer (as appropriate) and "Parties" shall mean both of them;

"Personal Data"

means personal data (as defined in the DPA) which is processed by the Contractor or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;

"Premises"

means the location where the Services are to be supplied, as set out in the Specification;

means:

(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:

i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Crown; or

ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown;

"Prohibited Act"

(b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Employer or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the SFA;

(c) committing any offence:

i. under the Bribery Act;

ii. under legislation creating offences in respect of fraudulent acts; or

iii. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or

(d) defrauding or attempting to defraud or conspiring to defraud the Crown;

"Purchase Order Number"	means the Customer's unique number relating to the supply of the Additional Services by the Contractor to the Customer in accordance with the terms of the Agreement;
"Register of Apprentice Assessment Organisations"	the online register of Apprentice Assessment Organisations from which the Employer may select an organisation to carry out End-Point Assessment of Apprentices;
"Register of Apprenticeship Training Providers"	the online register of apprenticeship training providers which lists the organisations approved to deliver Training to Apprentices under this Agreement;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Schedule"	means a schedule attached to, and forming part of, the Agreement;
"Services"	means the services to be supplied by the Contractor to the Customer under the Agreement as set out in Schedule 1, including services which are incidental or ancillary to such services;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in Schedule 1;

"SFA"	means the Skills Funding Agency;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Contractor from time to time;
"Technical Funding Guide"	means the Skills Funding Agency's Apprenticeship Technical Funding Guide as revised and amended from time to time;
"Term"	means the period from the start date of the Agreement to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"Training"	means the delivery of training and on-programme assessment by the Training Provider to one or more Apprentices;
"Training Provider"	means the "Contractor's" organisation registered on the Register of Apprenticeship Training Providers which has a contract with the Employer to provide Training to one or more Apprentices.
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

“VAT”

means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day”

means a Business Day (other than a Saturday or Sunday) on which banks are open for Business Hours in the City of London.

- 1.1 In these terms and conditions: In these terms and conditions, unless the context otherwise requires:
 - 1.1.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
 - 1.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.1.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - 1.1.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.1.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Priority of documents

- 2.1 In the event of, and only to the extent of, any conflict between the clauses of the Agreement, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
 - a) these terms and conditions
 - b) the Schedules

c) any other document referred to in these terms and conditions

3 Supply of Services

- 3.1** In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2** In supplying the Services or any Additional Services, the Contractor shall:
- 3.2.1** co-operate with the Customer in all matters relating to the services and comply with all the Customer's instructions;
 - 3.2.2** perform the services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
 - 3.2.3** use Staff who are suitably skilled, experienced and possess the required qualifications to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4** ensure that the services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5** comply with all applicable laws; and
 - 3.2.6** provide all equipment, tools and vehicles and other items as are required to provide the services.
- 3.3** The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services or any Additional Services. If the Contractor agrees to any variation to the scope of the Services (or any Additional Services), the Charges (or any Additional Charges) shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4 Term

- 4.1** The Agreement shall take effect on the date specified in Schedule 2 and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2** The Customer may, by giving written notice to the Contractor not less than one (1) Month prior to the last day of the Initial Contract Period, extend the Contract for two (2) further periods of up to three (3) Months. Any such extension shall not exceed a maximum extension of six (6) Months ("Extension"). The terms of the Contract will apply throughout the period of any Extension.

5 Charges, Payment and Recovery of Sums Due

- 5.1** The Charges for the Services shall be as set out in Schedule 2 and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2** All Charges, except for Additional Charges, shall be paid directly to Contractor by the ESFA from the Customer's Digital Apprenticeship Service Account which are to be paid from the Funding pursuant to the Funding Agreement and in accordance with the Technical Funding Guide:
- 5.2.1** 80% of the Charges to be paid by the ESFA to the Contractor monthly in arrears, with the Completion Payment being subject to the end point assessment.
- 5.2.2** Any disputes arising from the payment of the Charges via the Funding shall be resolved in accordance with Technical Funding Guide.
- 5.2.3** The Parties acknowledge that under the Funding Agreement, the SFA reserves the right to change or discontinue all of any part of the Apprenticeship Service at any time. In the event that there is any change or discontinuation of the Apprenticeship Service, the

Customer may terminate the Agreement in accordance with clause 16.1.

5.2.4 For the avoidance of doubt, all amounts payable using the Funding are exempt from VAT.

5.3 Clauses 5.4 to 5.9 shall apply to any Additional Charges to be paid by the Customer for any Additional Services.

5.4 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Additional Services supplied in the invoice period.

5.5 In consideration of the supply of the Additional Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

5.6 All amounts are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Additional Services.

5.7 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Additional Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19;

5.8 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part .
- 5.10 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.10.1 Provisions having the same effect as clauses 5.4 to 5.8 of the Agreement and
- 5.10.2 Provisions requiring the counterparty to that subcontract to include in any sub-contract which it awards provisions having the same effect as clauses 5.4 to 5.8 of this Agreement
- 5.10.3 In this clause 5.10 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Customer in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out

of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
- 6.8 Any Premises/land made available from time to time to the Contractor by the Customer in connection with the contract, shall be made available to the contractor on a non-exclusive licence basis free of charge and shall be used by the contractor solely for

the purpose of performing its obligations under the contract. The Contractor shall have the use of such Premises/land as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

- 6.9 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.
- 6.10 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Customer at the Contractor's expense. The Customer shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Customer.
- 6.11 All the Contractor's equipment shall remain at the sole risk and responsibility of the Contractor, except that the Customer shall be liable for loss of or damage to any of the Contractor's property located on Customers Premises which is due to the negligent act or omission of the Customer.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Contractor shall comply with any such notice.

- 7.2 The Contractor shall:**
- 7.2.1** ensure that all Staff are vetted in accordance with the Staff Vetting Procedures; and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time;
 - 7.2.2** if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3** procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3** Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4** Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 7.5** At the Customer's written request, the Contractor shall provide a list of names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 7.6** The Contractor's Staff, engaged within the boundaries of the Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 7.7** The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a

Criminal Records Bureau check as per the Staff Vetting Procedures.

8 Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 If the Contractor enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 8.3 If the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Contractor hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

a) any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and

b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged

infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor its Staff, agents or sub-contractors.

- 9.5 The Customer shall promptly notify the Contractor of any infringement claim made against it relating to any Services and, subject to any statutory obligation requiring the Customer to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Customer shall give the Contractor such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

10 Governance and Records

10.1 The Contractor shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other

person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall and procure that any sub-contractor shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Contractor shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

- 13.2 Notwithstanding the general obligation in clause 13.1, where the Contractor is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Contractor shall:
- 13.2.1 process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Customer;
 - 13.2.2 comply with all applicable laws;
 - 13.2.3 take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
 - 13.2.4 obtain prior written consent from the Customer in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
 - 13.2.5 not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Customer;
 - 13.2.6 not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Customer or in compliance with a legal obligation imposed upon the Customer;
 - 13.2.7 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.8 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Contractor is complying with its obligations under the DPA;
 - 13.2.9 promptly notify the Customer of:
 - a) any breach of the security requirements of the Customer as referred to in clause 13.3; and

b) any complaint or request for personal data; and

13.2.10 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.

13.4 The Contractor shall fully indemnify the Customer against the costs of dealing with any claims made in respect of any information subject to the DPA, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, its sub-contractors, agent or Staff.

13.5 The Contractor shall be liable for, and shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses suffered or incurred by the Customer and/or any third party arising from and/or in connection with any Breach of Security or attempted Breach of Security (to the extent that such actions, suits, claims, demands, losses, charges, costs and expenses were not caused by any act or omission by the Customer).

13.6 The provisions of this clause shall apply during the term of the agreement and indefinitely after its expiry or termination.

14 Liability and Insurance

14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply

or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.4, in no event shall the Contractor be liable to the Customer for any:

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise);
and/or
- f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.4 shall be unlimited.

14.5 The Contractor shall hold:

- a) Employer's (Compulsory) Liability Insurance with minimum cover per claim of ten million pounds (£10,000,000) or a higher level of cover appropriate to your Organisation;

- b) Public Liability Insurance with the minimum cover per claim of five million pounds (£5,000,000);
- c) Professional Indemnity Insurance with the minimum cover per claim of two million pounds (£2,000,000);

or any sum as required by Law unless otherwise agreed with the Customer in writing. Such insurance shall be maintained for the duration of the Term and for a minimum of six (6) years following the expiration or earlier termination of the Agreement.

15 Force Majeure

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Contractor. Each Party shall promptly notify the other Party in writing, using the most expeditious method of delivery, when such circumstances cause a delay or failure in performance, an estimate of the length of time delay or failure shall continue and when such circumstances cease to cause delay or failure in performance. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

15.2 Any failure by the Contractor in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 10 working days (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 the Contractor commits any acts or omissions which breaches the Funding Rules. In such circumstances, the Contractor shall be liable for, and shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses suffered or incurred

by the Customer and/or any third party arising from and/or in connection with any Breach of the Funding Rules (to the extent that such actions, suits, claims, demands, losses, charges, costs and expenses were not caused by any act or omission by the Customer).

- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 1.1.5, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.5, 18.4, 19 and 20.8 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
 - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Contractor shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations when carrying out activities in connection with this Agreement, and shall notify the Customer immediately of any significant departure from such legislation, codes or recommendations;
- 17.2 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer

shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.

17.3 The Contractor shall:

17.3.1 comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Apprentices and any other employees or persons carrying out activities in connection with the Training of Apprentices;

17.3.2 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.3.3 notify the Customer immediately of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.4 The Contractor shall:

17.4.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

17.4.2 take all reasonable steps to secure the observance of clause 17.4.1 by all Staff.

17.5 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

17.6 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.6.1 the Official Secrets Acts 1911 to 1989; and

17.6.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud, Corruption and Bribery

18.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

18.1.1 Committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act and/or

18.1.2 Been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

18.2 The Contractor shall not during the Term:

18.2.1 commit a Prohibited Act; and/or

18.2.2 do or suffer anything to be done which would cause the Customer or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

18.3 The Contractor shall, during the Term establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and shall notify the Customer immediately if it has reason to suspect that any breach of clauses 18.1 and/or 18.2 has occurred or is occurring or is likely to occur.

18.4 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.4.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements

for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.4.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month 20 Working Days of the agreement to refer to a Mediator, either Party shall apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

19.4 If the Parties fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, or such longer period as may be agreed by the Parties, either Party may refer the dispute to Court.

19.5 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the dispute.

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences

and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 In the event that the Contractor is unable to accept the variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Customer may:
- 20.4.1 allow the Contractor to fulfil its obligations under the Agreement without the variation to the Specification;
 - 20.4.2 terminate the Contract with immediate effect, except where the Contractor has already provided all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirement of the Specification, and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at clause 19.
- 20.5 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.6 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to

be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 20.7 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.8 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.9 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
- 20.10 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Customer under the provisions of the Agreement. The Contractor will disclose to the Customer full particulars of any such conflict of interest which may arise.
- 20.11 The Customer reserves the right to terminate the Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or potential conflict between the pecuniary or personal interest of the Contractor and the duties owed to the Customer pursuant to this clause shall not

prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

20.12 The Agreement constitutes the entire contract between the Parties in respect of the matters dealt with therein. The Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

21 Notices

21.1 Except as otherwise expressly provided in the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.

21.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 21.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

21.3 For the purposes of clause 21.2, the address of each Party shall be:

21.3.1 For the Customer: Care Quality Commission

Address: 151 Buckingham Palace Road, London, SW1W 9SZ

For the attention of: [REDACTED]

Tel: 03000 616161

Email: [REDACTED]

21.3.2 For the Contractor: Ginger Nut Media Limited

Address: Wellington House, Butt Road, Colchester,
England, CO3 3DA

Company Registration: 07392472

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

21.4 Either Party may change its address for service by serving a notice in accordance with this clause.

21.5 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

22.1 The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

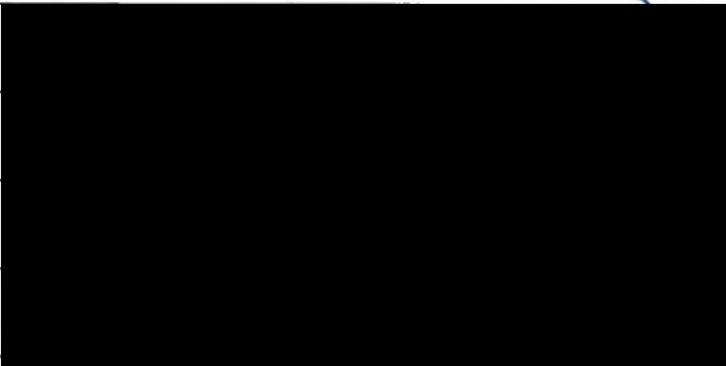
23 TUPE

23.1 For the avoidance of doubt TUPE is not applicable to this Agreement.

24 Signatures

BY SIGNING AND RETURNING THIS AGREEMENT THE CONTRACTOR AGREES to enter a legally binding contract with the Customer to provide the Services detailed within the Specification. The Parties hereby acknowledge and agree that they have read the Terms and Conditions and by signing below agree to be bound by the terms of this Agreement.

For and on behalf of the authorised representative of THE CUSTOMER:

Name and Title		
Position		
Signature		
Date		

For and on behalf of the authorised representative of THE CONTRACTOR:

Name and Title		
Position		
Signature		
Date		

Schedule 1: Specification

Below is a list of Key Performance Indicators:

Requirements		Measured by	Reference Point or Target	Review Date
KPI1	Encourage the apprentice(s) to participate in the apprenticeship scheme	Successful growth and development of the Apprentice through the Apprentice programme	Collaborative working between CQC Talent Team and Training Provider to develop strategy to promote the training	Throughout the apprenticeship
KPI2	Learner Non-Attendance Reporting	within 2 hours of start of programme	100%	Throughout the apprenticeship
KPI3	Register Apprentice(s) with the relevant awarding body	Talent team	100%	Within 6 weeks of the commencement of the programme
KPI4	Changes to any staff involved in the delivery of the training to be reported within 7 days	Talent team	100%	Throughout the apprenticeship
KPI5	Number of cancelled days due to Tutor illness	Talent team	less than 10%	Throughout the apprenticeship

Requirements		Measured by	Reference Point or Target	Review Date
KPI6	Refine apprenticeship content where applicable to ensure it complements recent learning, as part of CQC internal leadership development schemes.	Talent team	Prior to commencement	Prior to commencement date (TBC)
KPI7	Accurate and regular Managerial Progress Reports	Talent team	100%	Throughout the apprenticeship
KPI8	Monthly and then 6 weekly calls with CQC Contract Manager	Talent team	100%	Throughout the apprenticeship
KPI9	All quality reports received included Ofsted and Awarding Bodies to be sent to CQC with 7 days of receipt.	Training Provider/ Talent team	100%	Throughout the apprenticeship
KPI10	CQC Apprenticeship	Performance will be	85% or over to rate their overall	Throughout the

Requirements		Measured by	Reference Point or Target	Review Date
	Satisfaction Scores	measured by apprentice surveys	satisfaction in respect of the service received as 'Good' or 'Excellent' on CQC Internal Feedback.	apprenticeship
KPI11	Learner Achievement on time	Talent team	90% or over	At completion date (TBC)



CQC Quotation Request
Ref 002/NCSC/Talent
Date 12/09/2017

Page 1

To: Laura Brookes, (GingerNut) 90-92 Butt Road, Wellington House, Colchester, CO3 3DA

You are invited to quote for the following goods & services: Team Leader and Customer Service Practitioner Apprenticeships subject to CQC Terms and Conditions [attached]. CQC does not bind itself to accepting the lowest/part or any quotation received under this exercise.

Please return your response by email to the Talent Team at Talent@cqc.org.uk and Lyndsay Grenfell (Lyndsay.Grenfell@cqc.org.uk), no later than noon on 22/09/2017

CQC requires an apprenticeship-training provider to deliver both the Team Leader (Level 3) and Customer Service Practitioner (Level 2) apprenticeships.

Team Leader Apprenticeship requirements:

- Delivery of 8 Team Leader apprenticeships with pre-engagement to take place from the contract start date (October) to the apprenticeship commencement in January
- The training provider to be a national training provider who has the capability to deliver the programme across various location, the ability to deliver the apprenticeship in Newcastle is essential
- Delivery provision to be a mixture of face to face and online learning, across various sites
- Support meetings between the provider and the apprentice in both Newcastle and London
- Monthly meetings between the line manager and the training provider to discuss progress
- A relationship owner from the provider to provide an overview to the business on a regular basis
- Access to the learners records and progress via systems/updates
- A tailored programme, which takes into account prior learning i.e. Inspire programme – CQC leadership programme
- The provision that if an apprentice was to leave the organisation, CQC would cease payment
- Ability to pause the apprenticeship should the apprentice become ill or have a long term absence
- The apprenticeship must be underpinned by ILM

Customer Service Practitioner requirements:

- Delivery of 4 - 6 Customer Service Practitioner apprenticeships with pre-engagement to take place from the contract start date with a view to the apprenticeship commencing in January

- The training provider to be a national training provider who has the capability to deliver the programme across various location, the ability to deliver the apprenticeship in Newcastle is essential
- Delivery provision to be a mixture of face to face and online learning
- Support meetings between the provider and the apprentice
- Monthly meetings between the line manager and the training provider to discuss progress
- A relationship owner from the provider to provide an overview to the business
- Access to the learners records and progress via systems/updates
- A tailored programme which takes into account the organisations values
- The provision that if an apprentice was the leave the organisation, CQC would cease payment
- Ability to pause the apprenticeship should the apprentice become ill or have a long term absence

Insert selection criteria:

- Price
- Be-spoking of the team leader apprenticeship to take into account CQC's internal leadership/management programmes
- Flexibility of workshop and training, e.g the ability to decide on the number of workshops/length of workshops/delivery method

GINGER NUT TRAINING

CQC Quotation Request

Ref 002/NCSC/Talent Return Date 12/09/17

Page 2

Please insert your reply here or attach your reply/price schedule to this page. Prices to be exclusive of VAT, and free of carriage. Any additional carriage charges to be clearly shown.

By working with our award winning company your staff will benefit from onsite training, one to one support from an expert assessor, an online learning platform and tailored course content built around the individual's role whilst supporting your workforce strategy.

Both customer service and management learners will receive support from their allocated assessor who will exclusively design and deliver training for your staff. Our management standards are accredited with the Institute of Leadership and Management allowing all learners to benefit from professional membership to this body. Customer service learners will be eligible to join the Institute of Customer Service as an individual member at professional level.

Working closely with the apprenticeship/HR leads, we will ensure you remain fully informed throughout the training process, with strategic progress reports as well as training on how you can produce reports and receive instant updates on progression through the use of our online system. With a dedicated account manager, we will support effective levy implementation, identify opportunities aligned to the overall CQC priorities. We can offer training needs assessments at an individual, team or organisational level to identify skills gaps and bridge these gaps with the training we provide.

We only work with selected employers in the UK to maintain our high quality.

To ensure our learners get the most from the training we provide we:

- Extend the support we provide to the line managers who will be involved in review meetings with the assessor and learner. These 8-12 weekly meetings between the line manager and the assessor are an opportunity to discuss progress.
- Book onsite monthly visits with the learner around the team's operational needs to minimise service disruption.
- Host workshops as well as webinar options for those unable to attend.
- Assess functional skills (English, maths and IT) competencies prior to enrolling onto the apprenticeship to identify skills gaps and formulate bespoke packages of support to address functional skills as part of the on-programme support.
- Include English, maths and IT functional skills at the applicable level for those not otherwise exempt.

- Offer differentiated resources and extra support for those with special educational needs.
- Delivery training through a mixture of face to face and online learning.
- Offer line managers and HR/apprenticeship leads access to the learners records via our online system. We can offer full training on the software to ensure all relevant staff are able to use the system effectively. We also offer an app which allows for instant updates on progress anytime, anywhere.
- Tailor programme to take into account the organisations values and to complement any existing training in place within the CQC.
- Develop workbased projects aligned to staff KPIs to ensure learner and overall organisation feel the benefit of the training we provide.
- Offer 'next steps' and further development guidance for those approaching the end of their training.
- Offer mock end point assessment resources and guidance to fully prepare the learner for the end point assessment process.
- Continually review the quality of training we provide through our internal verification process, CPD and observations of teaching and learning provisions with the centre manager.
- Proactively seek feedback from learners and line managers to ensure satisfaction.
- Offer flexible start dates to work to the needs of the CQC.

The terms and conditions of payment for the training we provide will be in line with ESFA best practice. All training will be funded through the levy. Should an apprentice was the leave the organisation, the CQC would cease payment for this individual. We would request that the learner is replaced by another individual (either existing or new staff member) and we will offer support in identifying an applicable staff member as well as flexible start dates.

Also in line with ESFA guidance, we have the ability to pause the apprenticeship should the learner become ill or have a long term absence.

TABLE B: Team Leader / Supervisor Level 3 Apprenticeships

Description: Team Leader / Supervisor Level 3 Apprenticeship			
Total Number of Learners		8	
Start Date		08.01.2018	End Date 08.06.2020
Apprenticeship: Team Leader / Supervisor			
Type (Level): Level 3			
Duration: 18 months			
Rate (£ [REDACTED])			
Monthly Payment Profile per candidate (£)		Monthly Payment Profile per cohort (£)	
Month	Cost	Month	Cost
[REDACTED]			
Total	[REDACTED]	Total	£40,000.00

APPRENTICESHIP AGREEMENT

TEMPLATE

Further to the Apprenticeships (Form of Apprenticeship Agreement) Regulations¹ which came into force on 6th April 2012, an Apprenticeship Agreement is required at the commencement of an Apprenticeship for all new apprentices who start on or after that date.

The purpose of the Apprenticeship Agreement is to:-

- identify the skill, trade or occupation for which the apprentice is being trained; and
- confirm the qualifying Apprenticeship framework that the apprentice is following.

The Apprenticeship Agreement is incorporated into and does not replace the written statement of particulars issued to the individual in accordance with the requirements of the Employment Rights Act 1996.

The Apprenticeship is to be treated as being a contract of service not a contract of Apprenticeship.

Apprenticeship Particulars:

Apprentice name:	
Skill, trade or occupation for which the apprentice is being trained:	
Relevant Apprenticeship framework and level:	
Start date:	
Estimated completion of learning date:	

Signatories:

Apprentice:		Date:
Employer:		Date:

¹ [Apprenticeships \(Form of Apprenticeship Agreement\) Regulations 2012](#)

Schedule 4: Change Control Note

To be used for contract variation:-

CONTRACT CHANGE NOTE:	
Title of Change:	
Effective Date:	
Date of expiry of validity of CCN:	
Reasons for Change:	
Impact of Change: (Including payment profile, Terms of Contract, Operational impact)	
Overall Timetable:	

Appendix 1 to Schedule 1: SFA agreement for employers (apprenticeship service)



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Skills Funding
Agency

SFA Apprenticeship Agreement for Employers

For the **provision of levy-funded apprenticeship training**

1 May 2017

Background

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Background

This Agreement sets out the terms for use of the Apprenticeship Service by the Employer and the obligations by which the Employer agrees to be bound.

AGREED TERMS

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

Apprentice: a person who works under an Apprenticeship Agreement.

Apprentice Assessment Organisation: any organisation on the Register of Apprentice Assessment Organisations which is selected by an Employer and contracted by a Training Provider to carry out End-Point Assessment.

Apprenticeship: the training and (where applicable) end-point assessment for an employee as part of a job with an accompanying skills development programme.

Apprenticeship Agreement: (a) an approved English apprenticeship agreement; or (b) an apprenticeship agreement within the meaning given in section 32 of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England by virtue of provision made under section 115(9) of the Deregulation Act 2015.

Apprenticeship Levy: the levy payable by all employers with an annual pay bill of more than £3 million which is used to support the funding of Apprenticeships.

Apprenticeships Logo: the logo consisting of the word "Apprenticeships" in plain black type face with a semi-circle of orange brush strokes to the left hand side of the letter A, the Intellectual Property Rights in which are owned by the Crown.

Apprenticeship Service: the service provided by the SFA to fund apprenticeship training undertaken by approved training providers using government funds.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Change of Control: has the meaning given in section 1124 of the Corporation Tax Act 2010.

Connected Employer: any entity (being a distinct legal entity from the Employer) which is connected with the Employer within the meaning of Schedule 1 Parts 1 and 2 of the National Insurance Contributions Act 2014, and which, not being a contracting party to this Agreement, carries out activities on behalf of the Employer in relation to the Apprenticeship Service or employs an Apprentice whose Training is Funded in whole or in part from the Employer's Digital Account.

Employer: the employer which enters into a contract with a Training Provider to commission Training (a) for its own Apprentices and/or (b) on behalf of a Connected Employer for the Connected Employer's Apprentices, to be funded in whole or in part from the Employer's Digital Account.

Employer Co-Investment: a financial contribution towards the cost of Training which is payable by the Employer to the Training Provider when there are insufficient funds in the Employer's Digital Account.

Employer's Digital Account: the part of the Apprenticeship Service which shows the amount of Funding available to the Employer or a Connected Employer to spend on Training of Apprentices in accordance with this Agreement.

End-Point Assessment: the independent assessment of the Apprentice's knowledge, skills and behaviours carried out by an Apprentice Assessment Organisation at the end of the Training to confirm that the Apprentice has met the requirements of any relevant Approved Apprenticeship Standard.

Funding: the funding paid to the Training Provider on behalf of the Employer towards the cost of Training and End-Point Assessment in accordance with this Agreement.

Funding Rules: the SFA's "[Apprenticeship Funding: Rules and Guidance for Levy-Paying Employers](#)", as revised and amended from time to time.

Insolvency Event: means any of the following circumstances:

- a. a party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of any relevant provision of the Insolvency Act 1986;
- b. a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than for the sole purpose of a bona fide reconstruction or amalgamation);

- c. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the relevant party (other than for the sole purpose of a bona fide reconstruction or amalgamation);
- d. a receiver, administrative receiver or similar officer is appointed over the whole or any part of the relevant party's business or assets;
- e. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- f. any event occurs, or proceeding is taken, with respect to the relevant party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a)-(e) (inclusive); or
- g. the relevant party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights: all patents, trademarks, logos (including the Apprenticeships Logo), copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- h. offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:
 - i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Crown; or
 - ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown;
- i. entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Employer or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the SFA;
- j. committing any offence:

- i. under the Bribery Act;
 - ii. under legislation creating offences in respect of fraudulent acts; or
 - iii. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or
- k. defrauding or attempting to defraud or conspiring to defraud the Crown.

Register of Apprentice Assessment Organisations: the online register of Apprentice Assessment Organisations from which the Employer may select an organisation to carry out End-Point Assessment of Apprentices.

Register of Apprenticeship Training Providers: the online register of apprenticeship training providers which lists the organisations approved to deliver Training to Apprentices under this Agreement.

SFA: the Secretary of State for Education, acting through the Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT.

Technical Funding Guide: the Skills Funding Agency's Apprenticeship Technical Funding Guide as revised and amended from time to time.

Training: the delivery of training and on-programme assessment by the Training Provider to one or more Apprentices.

Training Provider: an organisation registered on the Register of Apprenticeship Training Providers which has a contract with the Employer to provide Training to one or more Apprentices.

- 1.2** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5** A reference to a person or body includes a reference to its successor.
- 1.6** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and

shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Purpose and Use of Funding

- 2.1** The Employer acknowledges and accepts that the Funding available in the Employer's Digital Account is to support the Training and End-Point Assessment of Apprentices and shall be paid directly to the Training Provider in accordance with the Funding Rules. The Employer understands that the Funding may not be used for any other purpose.

3. Commencement and Duration

- 3.1** Except where otherwise specified or as agreed in writing between the parties, the terms of this Agreement shall apply from 1st May 2017 or the date of the Employer's electronic acceptance of these terms and conditions on www.gov.uk (whichever is later) and shall continue in force until it is terminated in accordance with clause 17 of this Agreement.
- 3.2** By electronically accepting these terms and conditions, the Employer confirms it is authorised to use funds in the Employer's Digital Account and agrees to be legally bound by this Agreement.

4. Payment of Funding

- 4.1** Subject to any other provision of this Agreement, the SFA shall pay the Funding to the Training Provider in accordance with the Technical Funding Guide.
- 4.2** The SFA reserves the right to change or discontinue all or any part of the Apprenticeship Service at any time.

5. Employer's Obligations

- 5.1** In order for the SFA to pay Funding to a Training Provider on behalf of the Employer, the Employer agrees to:

- a. comply (and procure that any Connected Employer carrying out activities in connection with this Agreement complies) at all times with the requirements detailed in the Funding Rules;
- b. have a contract for services with a Training Provider for the provision of Training to one or more Apprentices; and
- c. assist and cooperate with the Training Provider to enable them to deliver the Training in compliance with the Funding Rules and, upon request, to supply the Training Provider with any information they may reasonably require in relation to any Apprentice or the delivery of any Training.

6. Employer Co-Investment

- 6.1 The Employer agrees to pay the Training Provider directly for any Employer Co-Investment which is or becomes payable in accordance with the Funding Rules.
- 6.2 Where the Employer's liability to pay an Employer Co-Investment occurs after the cost of Training has been paid in full from the Employer's Digital Account, (for example, where a change in the Employer or a Connected Employer's tax liability reduces the amount of funds that were previously in the Employer's Digital Account), the Employer agrees to pay the Employer's Co-Investment to the SFA upon request.

7. Withholding, Suspension and repayment of Funding

- 7.1 Without prejudice to the SFA's other rights and remedies, the SFA may at its discretion withhold or suspend payment of funds from the Employer's Digital Account if:
 - a. the SFA becomes aware of any fraud or financial irregularity by the Employer, a Connected Employer or the Training Provider in connection with this Agreement;
 - b. any employee or other individual carrying out activities on behalf of the Employer or a Connected Employer has (a) acted dishonestly or negligently at any time in connection with this Agreement or (b) taken any actions which, in the reasonable opinion of the SFA, bring or are likely to bring the SFA's name or reputation into disrepute;
 - c. the Employer or a Connected Employer provides the SFA with any materially misleading or inaccurate information;

- d. the Employer or a Connected Employer commits or committed a Prohibited Act;
- e. there occurs, in respect of the Employer or a relevant Connected Employer, any Insolvency Event or Change of Control which, in the reasonable opinion of the SFA, may affect the Employer's ability to comply with its obligations under this Agreement; or
- f. the Employer fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

7.2 The SFA reserves the right to recover from the Employer any Funding paid to a Training Provider from the Employer's Digital Account where the payment of Funding or any arrangement between the Employer and the Training Provider does not comply with the Funding Rules. The SFA will act reasonably and proportionately in exercising its discretion to recover any sum from the Employer under this clause.

7.3 The SFA may retain or set off any sums owed to it by the Employer which have fallen due and payable against any sums due to the Employer under this Agreement or any other agreement pursuant to which the Employer provides goods or services to the SFA.

7.4 The Employer shall make any payments due to the SFA without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

7.5 Should the Employer be subject to financial or other difficulties which are capable of having a material impact on its ability to comply with its obligations under this Agreement it will notify the SFA as soon as possible so that, if possible, and without creating any legal obligation, the SFA will have an opportunity to provide assistance in resolving the problem or to take action to protect the SFA and any Funding spent from the Employer's Digital Account.

8. State Aid

8.1 Where the Employer is notified that any Funding paid on its behalf or on behalf of a Connected Employer to a Training Provider constitutes de minimis state aid, the Employer must keep a record of all de minimis state aid received during the current and two previous financial years (from any source) and notify the SFA if it has any reason to believe it may

have received or is at risk of receiving more than their permitted allowance of de minimis state aid over any three consecutive financial years. (Further information on state aid is set out in the Funding Rules.)

9. Information, Audit and Reporting

- 9.1** The Employer shall, upon request, supply any documents, information, data, reports, accounts, records or written or verbal explanations which may be reasonably required by the SFA or its authorised representatives or auditors in connection with this Agreement or the Apprenticeship Service, including in relation to any Apprentice or PAYE scheme of the Employer or any Connected Employer.
- 9.2** The Employer shall assist and cooperate with the SFA in relation to any audit or investigation and shall grant the SFA or its authorised representatives or auditors access to its premises at any reasonable time, with or without notice, to examine, remove and/or copy any relevant documents and records (including electronic records) and to interview the Employer's and any Connected Employer's employees or staff carrying out activities in connection with this Agreement or any Apprentice receiving Training under this Agreement.

10. Intellectual Property Rights

- 10.1** The SFA and the Employer agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the SFA or the Employer before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 10.2** Subject to clause 10.3 below, the Employer or any Connected Employer may not use any Intellectual Property Rights belonging to the SFA or the Crown without prior written consent from the SFA.
- 10.3** The Employer or any Connected Employer may use the Apprenticeships Logo for the purposes of advertising and marketing its Apprenticeships without obtaining prior consent from the SFA.
- 10.4** Where the SFA has allowed the Employer or a Connected Employer to use any of its Intellectual Property Rights in connection with this

Agreement, the Employer shall immediately cease to use such Intellectual Property Rights upon request or upon termination of this Agreement, and shall either return or destroy such Intellectual Property Rights as requested by the SFA and, where relevant, shall procure that any Connected Employer also complies with the provisions of this clause 10.

11. Confidentiality

11.1 Subject to clause 12 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

11.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- a. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- b. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- c. is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

11.3 Notwithstanding the provisions of this clause 11, the SFA may disclose confidential information obtained from the Employer:

- a. to any other Central Government Body, Non-Departmental or Quasi Government Body or agency, central or local;
- b. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; or
- c. to any professional adviser, consultant, contractor or other person engaged by the SFA directly in connection with this Agreement.

provided that such information is treated as confidential by the receiving party.

- 11.4** The Employer shall, where relevant, procure that any Connected Employer complies with the provisions of this clause 11 as though it were a party to this Agreement.

12. Freedom of information

- 12.1** The Employer acknowledges that the SFA is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

- 12.2** The Employer shall:

- a. provide all necessary assistance and cooperation as reasonably requested by the SFA to enable the SFA to comply with its obligations under the FOIA and EIRs;
- b. transfer to the SFA all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- c. provide the SFA with a copy of all information belonging to the SFA requested in the request for information which is in its possession or control in the form that the SFA requires within 5 working days (or such other period as the SFA may reasonably specify) of the SFA's request for such information; and
- d. not respond directly to a request for information unless authorised in writing to do so by the SFA.

- 12.3** The Employer acknowledges that the SFA may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Employer. The SFA shall take reasonable steps to notify the Employer of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the SFA shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

12.4 Where the Employer is also subject to the requirements of FOIA and the EIRs, the SFA agrees to assist and cooperate with the Employer in relation to any request for information, in the same manner described in clauses 12.1 to 12.3 above.

12.5 The Employer shall, where relevant, procure that any Connected Employer complies with the provisions of this clause 12 as though it were a party to this Agreement.

13. Data protection

13.1 The Employer shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (DPA).

13.2 Both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

13.3 The Employer shall, where relevant, procure that any Connected Employer complies with the provisions of this clause 13 as though it were a party to this Agreement.

14. Anti-discrimination

14.1 The Employer shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

14.2 The Employer shall take all reasonable steps to secure the observance of clause 14.1 by all servants, employees or agents of the Employer and all suppliers and sub-contractors involved in delivering Training to its Apprentice(s).

14.3 The Employer shall, where relevant, procure that any Connected Employer complies with the provisions of this clause 14 as though it were a party to this Agreement.

15. Limitation of liability

- 15.1** The SFA accepts no liability for any consequences, whether direct or indirect, that may come about from the Employer or a Connected Employer running any Apprenticeship. The Employer shall indemnify and hold harmless the SFA, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Employer or a Connected Employer in relation to this Agreement, the non-fulfilment of obligations of the Employer or a Connected Employer under this Agreement or its obligations to third parties.
- 15.2** Neither party seeks to limit or exclude its own liability for death or personal injury caused by its own negligence, fraud, fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.
- 15.3** Subject to clauses 15.1 and 15.2 above, the SFA's liability under this Agreement is limited to the amount of the Funding for the training of an Apprentice.

16. Warranties

- 16.1** The Employer warrants, undertakes and agrees that:
- a. it has all necessary resources and expertise to offer Apprenticeships and use the Apprenticeship Service as envisaged in this Agreement and the Funding Rules;
 - b. where it is commissioning Training on behalf of a Connected Employer, it shall procure that the Connected Employer complies with any relevant provisions of this Agreement or the Funding Rules;
 - c. it has not committed, nor shall it commit, any Prohibited Act;
 - d. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations when carrying out activities in connection with this Agreement, and shall notify the SFA immediately of any significant departure from such legislation, codes or recommendations;
 - e. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Apprentices and any other employees or persons carrying out activities in connection with the Training of Apprentices;

- f. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- g. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- h. all financial and other information concerning the Employer which has been disclosed to the SFA is to the best of its knowledge and belief, true and accurate;
- i. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations under this Agreement; and
- j. as of the date on which it enters into this Agreement there has been no material change in its financial position or prospects since the date of its last accounts.

17. Termination

- 17.1** Without affecting any other right or remedy available to it, the SFA may terminate this Agreement with immediate effect by giving written notice to the Employer if:
- a. the Employer or a Connected Employer commits a material breach of any term of this Agreement;
 - b. the Employer or a Connected Employer commits a breach of this Agreement which is irremediable or which it fails to remedy before the deadline specified in a written request from the SFA requiring the breach to be remedied;
 - c. the Employer or a Connected Employer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - d. the SFA becomes aware of any fraud or financial irregularity by the Employer or a Connected Employer in connection with this Agreement;
 - e. any employee or other individual carrying out activities on behalf of the Employer or a Connected Employer has (a) acted dishonestly or negligently at any time in connection with this Agreement or (b) taken any actions which, in the reasonable opinion of the SFA, bring or are likely to bring the SFA's name or reputation into disrepute;
 - f. the Employer commits or committed a Prohibited Act;
 - g. there occurs, in respect of the Employer or any relevant Connected Employer, any Insolvency Event or Change of Control which, in the

reasonable opinion of the SFA, may affect the Employer's ability to comply with its obligations under this Agreement.

17.2 For the purposes of clause 17.1(a), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the SFA would otherwise derive from a substantial portion of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

17.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement for any reason by giving not less than 30 days' notice in writing to the other party, or such shorter or longer notice period as may be mutually agreed in writing between them.

17.4 Following the termination of this Agreement, the following clauses shall remain in full force and effect: 1 (Definitions and Interpretation); 7 (Withholding, Suspension and Repayment of Funding); 9 (Information, Audit and Reporting), 10 (Intellectual Property Rights), 12 (Freedom of Information), 13 (Data Protection), 15 (Limitation of Liability), 22 (Notices), 23 (Dispute Resolution), 25 (Joint and Several Liability), 26 (Contracts (Rights of Third Parties) Act 1999) and 27 (Governing Law).

18. Force Majeure

18.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

19. Assignment

19.1 The Employer may not, without the prior written consent of the SFA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

20. Variation

20.1 The SFA reserves the right to vary the terms of this Agreement at its absolute discretion. The Employer will receive an electronic notification of the change when it accesses the Employer's Digital Account and will be asked to confirm its acceptance of the new terms and conditions.

21. Waiver

21.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. Notices

22.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. Dispute resolution

23.1 Any complaint or dispute arising in relation to this Agreement shall be resolved in accordance with SFA's official complaints procedure.

24. No partnership or agency

24.1 This Agreement shall not create any partnership or joint venture between the SFA and the Employer, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. Joint and several liability

25.1 Where the Employer is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Employer shall be jointly and severally liable for the Employer's obligations and liabilities arising under this Agreement.

26. Contracts (Rights of Third Parties) Act 1999

26.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. Governing law

27.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

Customer Service Apprenticeship Standard

Role / Occupation: Customer Service Practitioner

Overview:

The role of a customer service practitioner is to deliver high quality products and services to the customers of their organisation. Your core responsibility will be to provide a high quality service to customers which will be delivered from the workplace, digitally, or through going out into the customer's own locality. These may be one-off or routine contacts and include dealing with orders, payments, offering advice, guidance and support, meet-and-greet, sales, fixing problems, after care, service recovery or gaining insight through measuring customer satisfaction. You may be the first point of contact and work in any sector or organisation type.

Your actions will influence the customer experience and their satisfaction with your organisation. You will demonstrate excellent customer service skills and behaviours as well as product and/or service knowledge when delivering to your customers. You provide service in line with the organisation's customer service standards and strategy and within appropriate regulatory requirements. Your customer interactions may cover a wide range of situations and can include; face-to-face, telephone, post, email, text and social media.

Knowledge	
Knowing your customers	<ul style="list-style-type: none"> Understand who customers are. Understand the difference between internal and external customers. Understand the different needs and priorities of your customers and the best way to manage their expectations, recognising and knowing how to adapt style to be highly effective.
Understanding the organisation	<ul style="list-style-type: none"> Know the purpose of the business and what 'brand promise' means. Know your organisation's core values and how they link to the service culture. Know the internal policies and procedures, including any complaints processes and digital media policies that are relevant to you and your organisation.
Meeting regulations and legislation	<ul style="list-style-type: none"> Know the appropriate legislation and regulatory requirements that affect your business. Know your responsibility in relation to this and how to apply it when delivering service.
Systems and resources	<ul style="list-style-type: none"> Know how to use systems, equipment and technology to meet the needs of your customers. Understand types of measurement and evaluation tools available to monitor customer service levels.
Your role and responsibility	<ul style="list-style-type: none"> Understand your role and responsibility within your organisation and the impact of your actions on others. Know the targets and goals you need to deliver against.
Customer experience	<ul style="list-style-type: none"> Understand how establishing the facts enable you to create a customer focused experience and appropriate response. Understand how to build trust with a customer and why this is important.
Product and service knowledge	<ul style="list-style-type: none"> Understand the products or services that are available from your organisation and keep up-to-date.

Skills	
Interpersonal skills	<ul style="list-style-type: none"> Use a range of questioning skills, including listening and responding in a way that builds rapport, determines customer needs and expectations and achieves positive engagement and delivery.
Communication	<ul style="list-style-type: none"> Depending on your job role and work environment: <ul style="list-style-type: none"> Use appropriate verbal and non-verbal communication skills, along with summarising language during face-to-face communications, and/or

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	<ul style="list-style-type: none"> ○ Use appropriate communication skills, along with reinforcement techniques (to confirm understanding) during non-facing customer interactions. • Use an appropriate 'tone of voice' in all communications, including written and digital, that reflect the organisation's brand.
Influencing skills	<ul style="list-style-type: none"> • Provide clear explanations and offer options in order to help customers make choices that are mutually beneficial to both the customer and your organisation.
Personal organisation	<ul style="list-style-type: none"> • Be able to organise yourself, prioritise your own workload/activity and work to meet deadlines.
Dealing with customer conflict and challenge	<ul style="list-style-type: none"> • Demonstrate patience and calmness.
	<ul style="list-style-type: none"> • Show you understand the customer's point of view.
	<ul style="list-style-type: none"> • Use appropriate sign-posting or resolution to meet your customers needs and manage expectations.
	<ul style="list-style-type: none"> • Maintain informative communication during service recovery.

Behaviours / Attitude	
Developing self	<ul style="list-style-type: none"> • Take ownership for keeping your service knowledge and skills up-to-date.
	<ul style="list-style-type: none"> • Consider personal goals and propose development that would help achieve them.
Being open to feedback	<ul style="list-style-type: none"> • Act on and seek feedback from others to develop or maintain personal service skills and knowledge.
Team working	<ul style="list-style-type: none"> • Frequently and consistently communicate and work with others in the interest of helping customers efficiently. • Share personal learning and case studies with others, presenting recommendations, and improvement to support good practice.
Equality – treating all customers as individuals	<ul style="list-style-type: none"> • Treat customers as individuals to provide a personalised customer service experience.
	<ul style="list-style-type: none"> • Uphold the organisations core values and service culture through your actions.
Presentation – dress code, professional language	<ul style="list-style-type: none"> • Demonstrate personal pride in the job through appropriate dress and positive and confident language.
"Right first time"	<ul style="list-style-type: none"> • Use communication behaviours that establish clearly what each customer requires and manage their expectations.
	<ul style="list-style-type: none"> • Take ownership from the first contact and then take responsibility for fulfilling your promise.

Duration: The apprenticeship will take a minimum of 12 months to complete

Entry requirements: Apprentices will be required to have or achieve level 1 English and Maths and to have taken level 2 English and Maths tests prior to completion of their Apprenticeship.

Link to professional registration: Completion of this apprenticeship will lead to eligibility to join the Institute of Customer Service as an Individual member at Professional level.

Level: This apprenticeship standard is set at Level 2

Review: The apprenticeship should be reviewed after a maximum of 3 years.

Appendix 3 to Schedule 3: Apprenticeship Assessment Plan for Customer Service Apprenticeship

ST0072/AP02

CUSTOMER SERVICE PRACTITIONER LEVEL 2 Assessment Plan

17th January 2017

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https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/584774/Assessment_Plan_Customer_Service_Practitioner_17_01_17.pdf

Appendix 4 to Schedule 3: Team Leader/ Supervisor Apprenticeship Standard

ST0384/01

Apprenticeship Standard for Team Leader/Supervisor

Occupation

A team leader/supervisor is a first line management role, with operational/project responsibilities or responsibility for managing a team to deliver a clearly defined outcome. They provide direction, instructions and guidance to ensure the achievement of set goals. Working in the private, public or third sector and in all sizes of organisation, specific responsibilities will vary, but the knowledge, skills and behaviours needed will be the same whatever the role.

Key responsibilities are likely to include supporting, managing and developing team members, managing projects, planning and monitoring workloads and resources, delivering operational plans, resolving problems, and building relationships internally and externally.

Roles/Occupations may include: Supervisor, Team Leader, Project Officer, Shift Supervisor, Foreperson, and Shift Manager.

Entry Requirements

The entry requirement for this apprenticeship will be decided by each employer, but may typically be five GCSEs at Grade C or higher.

Requirements: Knowledge, Skills and Behaviours

Knowledge	What is required (through formal learning and applied according to business environment)
Interpersonal excellence – managing people and developing relationships	
Leading People	Understand different leadership styles and the benefits of coaching to support people and improve performance. Understand organisational cultures, equality, diversity and inclusion.
Managing People	Understand people and team management models, including team dynamics and motivation techniques. Understand HR systems and legal requirements, and performance management techniques including setting goals and objectives, conducting appraisals, reviewing performance, absence management, providing constructive feedback, and recognising achievement and good behaviour.
Building Relationships	Understand approaches to customer and stakeholder relationship management, including emotional intelligence and managing conflict. Know how to facilitate cross team working to support delivery of organisational objectives.
Communication	Understand different forms of communication and their application. Know how to chair meetings, hold challenging conversations, provide constructive feedback and understand how to raise concerns.
Organisational Performance - delivering results	
Operational Management	Understand how organisational strategy is developed. Know how to implement operational/team plans and manage resources and approaches to managing change within the team. Understand data management, and the use of different technologies in business.
Project Management	Understand the project lifecycle and roles. Know how to deliver a project including: managing resources, identifying risks and issues, using relevant project management tools.
Finance	Understand organisational governance and compliance, and how to deliver Value for Money. Know how to monitor budgets to ensure efficiencies and that costs do not overrun.
Personal Effectiveness – managing self	
Awareness of Self	Know how to be self-aware and understand unconscious bias and inclusivity. Understand learning styles, feedback mechanisms and how to use emotional intelligence.
Management of Self	Understand time management techniques and tools, and how to prioritise activities and approaches to planning.
Decision Making	Understand problem solving and decision making techniques, and how to analyse data to support decision making.

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Skills	What is required (acquired and demonstrated through continuous professional development)
Interpersonal excellence – managing people and developing relationships	
Leading People	Able to communicate organisation strategy and team purpose, and adapt style to suit the audience. Support the development of the team and people through coaching, role modelling values and behaviours, and managing change effectively.
Managing People	Able to build a high-performing team by supporting and developing individuals, and motivating them to achieve. Able to set operational and personal goals and objectives and monitor progress, providing clear guidance and feedback.
Building Relationships	Building trust with and across the team, using effective negotiation and influencing skills, and managing any conflicts. Able to input to discussions and provide feedback (to team and more widely), and identify and share good practice across teams. Building relationships with customers and managing these effectively.
Communication	Able to communicate effectively (verbal, written, digital), chair meetings and present to team and management. Use of active listening and provision of constructive feedback.
Organisational Performance – delivering results	
Operational Management	Able to communicate organisational strategy and deliver against operational plans, translating goals into deliverable actions for the team, and monitoring outcomes. Able to adapt to change, identifying challenges and solutions. Ability to organise, prioritise and allocate work, and effectively use resources. Able to collate and analyse data, and create reports.
Project Management	Able to organise, manage resources and risk, and monitor progress to deliver against the project plan. Ability to use relevant project management tools, and take corrective action to ensure successful project delivery.
Finance	Applying organisational governance and compliance requirements to ensure effective budget controls.
Personal Effectiveness – managing self	
Self-Awareness	Able to reflect on own performance, seek feedback, understand why things happen, and make timely changes by applying learning from feedback received.
Management of Self	Able to create an effective personal development plan, and use time management techniques to manage workload and pressure.
Decision Making	Use of effective problem solving techniques to make decisions relating to delivery using information from the team and others, and able to escalate issues when required.
Behaviours	
Takes responsibility	Drive to achieve in all aspects of work. Demonstrates resilience and accountability. Determination when managing difficult situations.
Inclusive	Open, approachable, authentic, and able to build trust with others. Seeks views of others.
Agile	Flexible to the needs of the organisation. Is creative, innovative and enterprising when seeking solutions to business needs. Positive and adaptable, responds well to feedback and need for change.
Professionalism	Sets an example, and is fair, consistent and impartial. Open and honest. Operates within organisational values

Duration - Typically this apprenticeship will take 12 – 18 months

Qualifications – Apprentices without level 2 English and Maths will need to achieve this level prior to taking the end-point assessment.

Progression – On completion, apprentices may choose to register as Associate members with the Chartered Management Institute and/or the Institute of Leadership & Management, to support their professional career development and progression.

Level - Level 3.

Review date - This standard should be reviewed within three years of its approval.

Appendix 5 to Schedule 3: Apprenticeship Assessment Plan for Team Leader / Supervisor Apprenticeship

ST0384/AP01

Team Leader/ Supervisor Apprenticeship Assessment Plan

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https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/526962/Team_Leader_Assessment_Plan.pdf

