

1. UNIVERSITY AS TRAINING PROVIDER - EMPLOYER AGREEMENT

THIS AGREEMENT is dated 18 August 2023

BETWEEN:

(1) The University of Birmingham (a body incorporated by Royal Charter with number 000645) of Edgbaston Birmingham B15 2TT ("the University"); and

(2) Employer Natural England

(company registration number N/A

whose registered office is at [Worcestershire County Hall]("the Employer");
WR5 2NP

together the "Parties" and each a "Party".

BACKGROUND

1. The Employer wishes to employ degree Apprentices. The degree apprenticeships to be undertaken by the Apprentices include an academic programme of study.
2. The University has agreed to deliver the academic programme of study to the Employer's Apprentices, and the Employer has agreed to pay the University in connection with its delivery of that academic programme of study, on the terms and conditions set out in this Agreement.

1. Definitions and Interpretation

- 1.1 In this Agreement the following words and phrases shall have the following meanings:

"**Accountability Statement**" means the "Apprenticeship Accountability Statement" published by the Department for Education which sets out the roles and responsibilities of the various regulatory bodies responsible for regulating Apprenticeships a copy of which can be found at:
<https://www.gov.uk/government/publications/apprenticeship-accountability-statement>;

"**Apprentice**" means a person who works under an Apprenticeship Agreement entered into with the Employer in connection with which they are required to undertake the Apprenticeship Programme;

"**Apprenticeship**" means the training and (where applicable) end-point assessment for an employee to which the Apprenticeship Programme relates as part of a job with an accompanying skills development programme in accordance with section A1 of the Apprenticeships, Skills, Children and Learning Act 2009. An apprenticeship must be either a new job that requires new knowledge and skills or an existing job role, where the individual needs significant new knowledge, skills and behaviours to be occupationally competent;

"**Apprenticeship Agreement**" means a complete apprenticeship agreement that complies with relevant statutory requirements, being either (a) an approved English apprenticeship agreement; or (b) an apprenticeship agreement within the meaning given in section 32 or section A1(3) of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England;

"**Apprenticeship Programme**" means the academic programme of study to which the Training relates as further detailed in Schedule 1;

"**Apprenticeship Programme Completion Date**" means the date on which the last Apprentice in each Cohort who, at the point of expiry of the Shutdown Notice (or

termination of this Agreement), is undertaking an Apprenticeship and the Apprenticeship Programme, or has been made and accepted an offer (conditional or otherwise) of admission to, but has not yet started the Apprenticeship Programme, successfully completes the relevant End-Point Assessment (including following any resits or retakes necessary for such successful completion) or is deemed to have failed the Apprenticeship as defined in the EPA Assessment Plan or Approved Apprenticeship Standard;

"Approved Apprenticeship Standard" has the meaning given in Section A1 of the Apprenticeships, Skills, Children and Learning Act 2009 as applicable to the Apprenticeship, and shall include the associated EPA Assessment Plan;

"Charges" means the full cost, as set out in the Apprenticeship Programme, of the Services provided in connection with each Apprentice undertaking the Apprenticeship Programme including, as set out in clause 6 of this Agreement:

- the costs payable below the limit from time to time of the Funding Band (the **"Costs Below the Funding Cap"**);
- the costs, if any, payable above the limit from time to time of the Funding Band (the **"Costs Above the Funding Cap"**), which may not be recovered from the ESFA; and
- the costs of any resits or retakes payable under clause 5.1.10 and additional costs payable under clause 19.2.

If the Charges change then this must be clearly evidenced along with the reasons for the changes.

"Cohort" means a group of Apprentices who undertake the Apprenticeship Programme at the same time;

"Commencement Date" means the date of this Agreement

"Employer's Apprenticeship Service Account" means the part of the ESFA's apprenticeship service which shows the amount of Funding available to the Employer to spend on Training of Apprentices and information associated with this spend;

"Employer's Representative" means the person stated as the Employer's representative in clause 20.1 or notified to the University from time to time;

"End-Point Assessment/EPA" means the assessment (and any resits of that assessment) of the Apprentice's knowledge, skills and behaviours carried out by an End-Point Assessment Organisation at the end of the Training to confirm that the Apprentice has met the requirements of the Approved Apprenticeship Standard;

"End-Point Assessment Organisation/EPAO" means any organisation on the Register of End-Point Assessment Organisations which is selected by an Employer and contracted by the University to carry out an End-Point Assessment except where the Apprenticeship relates to an integrated approach or Integrated Standard in which case the End-Point Assessment Organisation may be the University;

"EPA Assessment Plan" means the scheme of assessment approved by the Institute for Apprenticeships and Technical Education (IfATE) in relation to an Approved Apprenticeship Standard which EPAOs use to develop assessment tools and deliver EPAs

"ESFA" means the Secretary of State for Education, acting through the Education and Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT;

"ESFA Contingency" means the action following change in employer, apprentice or provider circumstances set out in the Funding Rules;

"ESFA Contingency Event" means each scenario described in each ESFA Contingency;

"ESFA Contract" means the contract entered into between the University and ESFA in relation to the provision of funding to the University;

"Funding" means the funding paid to the University on behalf of the Employer towards the cost of Training and End-Point Assessment in accordance with this Agreement;

"Funding Band" means the funding band applicable from time to time to the Apprenticeship Programme, which as at the date of this Agreement is set out in the Apprenticeship Programme;

"Funding Rules" means the Apprenticeship funding rules for main providers amended from time to time and available at: www.gov.uk/guidance/apprenticeship-funding-rules;

"Institute for Apprenticeships and Technical Education (IfATE)" means the Institute for Apprenticeships and Technical Education, being an executive non-departmental public body sponsored by the Department for Education responsible for ensuring that high quality Approved Apprenticeship Standards and End Point Assessment Plans are developed, advising government on funding for each Approved Apprenticeship Standard and ensuring that all End-Point Assessments are quality assured, or such other statutory or non-statutory body responsible for the same from time to time;

"Incentive Payment" means an incentive payment made available to employers and paid to training providers on employers' behalf by the ESFA including the additional payment for 16 to 18 year olds and eligible 19 to 24 year olds;

"Integrated Standard" is an Approved Apprenticeship Standard in which the End-Point Assessment is incorporated into the main learning aim (usually a degree or other full higher education qualification) as defined in the Funding Rules;

"Intellectual Property Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;

"Law" means all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England and in particular (but not limited to) any competition law provisions that apply to the higher education sector;

"OFS" means the Office for Students or such other statutory or non-statutory body responsible for regulating the higher education sector from time to time and all matters currently assigned to the OFS under the Accountability Statement;

"Ofsted" means the Office for Standards in Education, Children's Services and Skills Piccadilly Gate, Store Street, Manchester, M1 2WD or such other statutory or non-statutory body responsible for carrying out its functions from time to time (including but not limited to the regulation of the further education sector, teacher training in the higher

education sector and apprenticeship training at all levels, including degree apprenticeships and all matters assigned to it under the Accountability Statement);

"Practical Period" means the period for which the Apprentice is expected to work and receive training under an approved Apprenticeship Agreement. The start date and then end date of the Practical Period (as recorded on the Apprenticeship Agreement and Training Plan) must align with the learning start date and the learning end date on the ILR.

"QAA UK Quality Code" means the code published by the QAA which sets out the expectations that all providers of UK higher education are required to meet;

"Quality Assurance Agency for Higher Education (QAA)" means the Quality Assurance Agency for Higher Education, company number 03344784 with registered office Southgate House, Southgate Street, Gloucester, Gloucestershire, GL1 1UB or such other statutory or non-statutory body responsible for carrying out its functions from time to time (including but not limited to monitoring and improving quality in the higher education sector and all matters assigned to it under the Accountability Statement);

"Register of Apprenticeship Training Providers (RoATP)" means the list of organisations maintained by the ESFA that have been assessed as being suitable to provide apprenticeship training services for a particular Approved Apprenticeship Standard;

"Register of End Point Assessment Organisations (RoEPAO)" means the list of organisations maintained by the ESFA that have been assessed as being suitable to conduct independent End-Point Assessment for a particular Approved Apprenticeship Standard;

"Services" means the provision of the Training;

"Shutdown Notice" has the meaning given to it in clause 9.4;

"Subcontractor" means a separate legal entity or an individual that has an agreement (called a subcontract) with the University to deliver any element of the education and training funded by the ESFA. A separate legal entity includes companies within the University's group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed or employed by an agency unless those individuals are working under the University's direct management and control in the same way as its own employees (where the Employer is selected to deliver some of the Training on behalf of the University under this Agreement, they will also be considered to be a Subcontractor whilst undertaking that delivery);

"Training" means the delivery of training and on-programme assessment by the University to the Apprentices in respect of the Apprenticeship Programme as further detailed in Schedule 1;

"Unfunded Charges" means such parts of the Charges that have not been recovered from the ESFA for any reason other than the default of the University and shall include, for the avoidance of doubt, the Costs Above the Funding Cap and the costs of any resits or retakes payable under clause 5.1.10 and additional costs payable under clause 19.3;

"University's Legislation" means the University's charter, statutes, ordinances, regulations, and codes of practice (including the conditions of use of computing and network facilities) as amended, extended or re-enacted from time to time;

"University's Representative" means the person stated as the University's representative in clause 20.1 or notified to the Employer from time to time; and

"**VAT**" means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994.

- 1.2 References to clauses, Schedules and Appendices are (unless otherwise provided) references to the clauses, Schedules and Appendices of this Agreement. Clause, Schedule and Appendix headings do not affect the interpretation of this Agreement. If there is an inconsistency between any of the provisions in the main body of this Agreement, the Schedules and/or the Appendices, the provisions in the main body of this Agreement shall prevail.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 "**Including**" means including without limitation.
- 1.5 A reference to a statute or statutory provision or the Funding Rules is a reference to it as amended, extended or re-enacted from time to time, and shall include all successor or subordinate legislation made from time to time.
- 1.6 Words or phrases defined in the Funding Rules shall, unless the context otherwise requires, have the same meaning in this Agreement.
- 1.7 References to this Agreement shall be to this agreement including its Schedules and Appendices.

2. Commencement and Duration

- 2.1 This Agreement shall commence with effect from the Commencement Date, and will apply to successive Cohorts from the **2023/24** academic year onwards **for a minimum of 1 Cohorts/ academic years**. The University's academic years commence typically in September or October, although for the purpose of this Agreement, the academic years to which the Apprenticeship Programme relate shall be deemed to commence during the month appearing in the 'First Cohort Start Date' set out in Schedule 1.
- 2.2 The Agreement will, subject to earlier termination in accordance with its terms, terminate, following the service by either Party of a Shutdown Notice, at the Apprenticeship Programme Completion Date. Further details of the effect of service of a Shutdown Notice are set out at clauses 9.5, 9.6 and 9.7.

3. Applications Eligibility Offers and Transfers

- 3.1 The University will supply the Services to the Employer in respect of Apprentices recruited annually by the Employer into Apprenticeships from the **2023/24** academic year onwards and who, as part of their Apprenticeship, are admitted to, register on and undertake the Apprenticeship Programme. The Parties will use all reasonable endeavours to ensure that each Cohort comprises between **1 and 3** Apprentices, although both Parties accept that reaching this target is contingent on various external factors. Any change to this target will be agreed at the Annual Strategy Meeting between the Parties. Each Party will notify the other in writing if it is or becomes aware that this target will not be achieved.
- 3.2 The University shall not be required to admit and register on the Apprenticeship Programme more than **5** Apprentices per Cohort without its prior written consent, such consent not to be unreasonably withheld.
- 3.3 The Employer will decide which individuals will be made offers of Apprenticeship, provided always that all Apprentices must meet:

- 3.3.1 the University's academic and other eligibility criteria (to be developed and amended from time to time at its discretion) for admission to and registration on the Apprenticeship Programme; and
 - 3.3.2 the eligibility criteria set out in the Funding Rules.
- 3.4 The Parties will invite applications for admission to the Apprenticeship Programme (and as such for Apprenticeships) to be made through the Employer, with a screening conducted by the University in accordance with its standard entry requirements for the Apprenticeship Programme.
- 3.5 In order to be eligible to be admitted to, and register on, the Apprenticeship Programme, each Apprentice must accept the offer of Apprenticeship to be made to them by the Employer. Apprentices who accept the University's offer of admission to the Apprenticeship Programme will be subject to the University's normal administration and registration processes, prior to commencing the Apprenticeship Programme.
- 3.6 The University shall be entitled to make to any person who applies for an Apprenticeship or for admission to the Apprenticeship Programme, whether or not their application is accepted by the Parties or either of them, an offer of admission to any other programme of study (including a programme of study associated with an apprenticeship (including a degree apprenticeship) offered by a different employer) operated by it.
- 3.7 The University shall be entitled to make to any Apprentice whose position as an Apprentice is, for whatever reason, terminated an offer of admission to any other programme of study (including a programme of study associated with an apprenticeship (including a degree apprenticeship) offered by a different employer) operated by it. In those circumstances, the University shall be entitled, based on the learning and activities undertaken by the Apprentice during their Apprenticeship, to transfer credits towards that other programme of study in accordance with the University's Legislation.
- 3.8 The University shall be entitled to grant to any Apprentice whose position as an Apprentice is, for whatever reason, terminated, an exit award based on the modules successfully completed by them during the Apprenticeship.

4. University Obligations

- 4.1 The University shall supply the Services to the Employer:
 - 4.1.1 in accordance with and for the duration of the Apprenticeship Programme undertaken by each Apprentice;
 - 4.1.2 using reasonable skill and care;
 - 4.1.3 in compliance with the Funding Rules;
 - 4.1.4 in compliance with the ESFA contract and the Law and associated codes and guidance relevant to the Services (whether legally binding or not) in each case from time to time in force; and
 - 4.1.5 in compliance with the quality codes, guidance and requirements issued by the OFS and/ or the QAA (including the QAA UK Quality Code) and Ofsted (as the case may be).
- 4.2 The University shall enter into written agreements with any and all relevant:
 - 4.2.1 Subcontractors; and
 - 4.2.2 End-Point Assessment Organisations (except where the Apprenticeship relates to an Integrated Standard and the University is the End-Point Assessment Organisation);

as specified in the Apprenticeship Programme.

- 4.3 The University shall retain evidence to support both their own delivery and that of others (including supporting the Apprentice to record their own learning hours). The evidence required under this clause 3.3 must be quantifiable and meet the off-the-job training definition.
- 4.4 The University shall monitor the quality of Training delivered by any Subcontractor through such means as it considers appropriate which may include regular meetings, audits and observations of teaching, learning and assessment.
- 4.5 Subject to the Employer fulfilling the obligations set out in clauses 5 and 6, the University shall use its reasonable endeavours to recover from the ESFA those parts of the Charges which may lawfully be recovered from it.
- 4.6 The University shall offer the 'Recruit an apprentice service' which the Employer may elect to use or not at its own discretion, provided that where the Employer elects not to use this service, it must provide a reason and the University shall document it in the evidence pack.
- 4.7 The University shall appoint a University's Representative and promptly notify the Employer of any change of the University's Representative from time to time.

5. Employer Obligations

- 5.1 The Employer shall:
 - 5.1.1 from the commencement of each Apprentice's Apprenticeship, employ and pay the Apprentice in accordance with the Law, agreed employment terms and conditions (i.e. the Contract of Service and the Apprenticeship Agreement) and the PAYE scheme declared in the apprenticeship service account (linked to the national insurance number declared by the Training Provider) for the duration of the Apprenticeship which shall be not less than the duration of the relevant Apprenticeship Programme from the start of the Practical Period until and including the End-Point Assessment (subject to earlier termination of this Agreement in accordance with its terms and/or the Apprentice's employment contract) The Employer acknowledges and agrees that:
 - 5.1.1.1 an Apprentice may not take an End-Point Assessment until they have met the minimum duration of their Apprenticeship, satisfied the gateway requirements set out in the relevant End-Point Assessment Plan, and the Parties are content that the Apprentice has attained sufficient skills, knowledge and behaviours to successfully complete the Apprenticeship;
 - 5.1.1.2 the University makes no representation, warranty or other assurance as to the date(s) on which it will arrange or any Apprentice will take the Apprentice's End-Point Assessment will take place; and
 - 5.1.1.3 neither the time for each Apprentice to complete their Apprenticeship, nor the time for the University to arrange or for the Apprentice to take the Apprentice's End-Point Assessment, shall be of the essence in this Agreement.
 - 5.1.2 promptly do all acts and not omit to do anything reasonably requested of the Employer by the University or the ESFA for the purposes of the University's:
 - (a) compliance with the Funding Rules;

- (b) obtaining any payment to which it or the Employer may be entitled under the Funding Rules;
- 5.1.3 comply the Law and associated codes and guidance relevant to the Services (whether legally binding or not) from time to time in force; and
 - (a) compliance with the quality codes and guidance issued by the OFS, the QAA and/or Ofsted (as the case may be).
- 5.1.4 enter into and procure that each Apprentice enters into:
 - (a) if the Apprentice is not covered by one of the exceptions identified within the Funding Rules, an Apprenticeship Agreement with the Employer. The Employer will share drafts of the Apprenticeship Agreement with the University so that the University can check that they are no inconsistencies with its proposed arrangements for the Apprenticeship Programme. Where the University requires any reasonable amendments for consistency with its arrangements, these will be made by the Employer;
 - (b) A contract of service with the Employer constituting a 'contract of service' as referred to in the Funding Rules ("a Contract of Service"); and
 - (c) a Training Plan, in the form appearing at Schedule 1, with the Employer and the University compliant with the Funding Rules, which sets out the plan for learning and the responsibilities of the University, Employer and Apprentice, and which must be kept up to date with any material changes.

each of which must be in place prior to the Apprenticeship Programme commencing and remain in place for the entire length of the Apprenticeship and meet the requirements of the Funding Rules and be made available to the University on request. Failure to provide any or all of the above mentioned documents as requested by the University may, at the University's discretion, result in the commencement of the Apprenticeship being postponed;
- 5.1.5 With due care, skill and attention provide such training and/or carry out such actions as are assigned to the Employer in the Approved Apprenticeship Standard and/or in the Apprenticeship Programme (including in each case any actions which relate to the End-Point Assessment) and/or as reasonably requested of the Employer by the University, and in any event support each Apprentice in their learning and development to the reasonable satisfaction of the University;
- 5.1.6 notify in writing the University of any Break in Learning and work with the University to re-plan delivery, agree a revised price and update the documentation when the Apprentice resumes learning;
- 5.1.7 confirm promptly on request by providing signed declarations to the University:
 - (a) each Apprentice's eligibility for apprenticeship funding under the Funding Rules, and provide such proof of such eligibility as is requested by the University. Failure to provide proof of eligibility as requested by the University may, at the University's discretion, result in the commencement of the Apprenticeship being postponed;
 - (b) any eligibility for 16-18 year old Incentive Payments (if applicable);
 - (c) any eligibility for 19-24 year old with Education, Health and Care plan or has been a Child in Care Incentive Payments (if applicable);

- (d) any eligibility for care leavers bursary Incentive Payments (if applicable);
- (e) the average number of employees employed by the Employer in the three hundred and sixty five (365) days immediately preceding the first day of an Apprenticeship and (if applicable) the Employer's eligibility for small employer Incentive Payment;
- (f) any other matters on which the University requires written evidence that is in the possession of the Employer in order for the University to comply with the Funding Rules;
- (g) the address or addresses where the Apprentice shall be carrying out their working hours and where this address or addresses are outside England, confirm, with evidence, that at least 50% of their regular, planned, working hours during their apprenticeship will be spent working at an address in England;
- (h) whether learning support is available to support Apprentices with additional learning needs at the commencement of this Agreement and throughout, reviewing on a monthly basis to determine continuing needs;
- (i) compliance with subsidy control law; and
- (j) the number of contracted working hours for which each Apprentice is employed and the total number of off-the-job training hours agreed for the full Apprenticeship.

5.1.8 ensure, and on request confirm in writing, that:

- (a) the Apprentice remains eligible for apprenticeship funding (and where the Apprentice is no longer eligible, withdraw them from the Apprenticeship Programme);
- (b) the Apprentice meets any other eligibility requirements for the Apprenticeship Programme, including but not limited to, any requirements of Professional, Statutory and Regulatory Bodies (PSRB) and/or the University;
- (c) each Apprentice is employed for a minimum of 30 hours per week and that training both on and off the job is included in those hours of employment or where the Apprentice is employed for less than 30 hours per week the duration of the Apprenticeship has been extended proportionately in accordance with the Funding Rules;
- (d) the Apprentice is paid a lawful wage for the time they are in work and in off the job training and the funding for the Apprenticeship is not used to pay Apprentices' wages;
- (e) the Apprentice is not undertaking another apprenticeship or other DfE funded programme at the same time as their Apprenticeship, including through a student loan;
- (f) where the Apprentice has multiple concurrent job roles and/or secondments, the Employer is the employer for the purpose of the Apprenticeship;
- (g) each Apprentice is enabled to complete the Apprenticeship training and assessment within their working hours and make available time for the

Apprentice to be able to complete the Apprenticeship Programme including:

- (i) A - permitting a proportion of each Apprentice's employed hours to be used for off-the-job training in accordance with the Funding Rules and as follows:
- for Apprentices working 30 hours or more per week, a minimum of 20% of a 30-hour week equating to an average of 6 hours per week (after statutory leave has been deducted); or
 - for those working less than 30 hours per week, 20% of their normal working hours over an extended duration;

In this Agreement, "Break in Learning" means a period of time during an Apprenticeship in which the Apprentice is not undertaking any training or learning (including any English and maths training) with the University for 4 weeks or more and where at the time of notification the Apprentice intends to resume participation in the Apprenticeship at some point in the future (as identified pursuant to the Funding Rules). Whilst the expectation is that if an Apprentice is taking a break from work they will also take a break from learning, the Apprentice may take a break from learning without taking a break from work;

OR

B - ensuring that as a minimum the Apprentice receives no less off-the-job training than any other apprentice as a consequence of being term-time only, and a minimum of off-the-job training calculated as though the Apprentice is working 52 weeks per year (minus statutory leave) and delivered across the weeks specified in the term-time only contract;

In this Agreement, "Break in Learning" means a period of time during an Apprenticeship Programme in which the Apprentice is not undertaking any training or learning (including any English and maths training) with the Training Provider for 4 weeks or more (except for during the 6-week summer holiday period) and where at the time of notification the Apprentice intends to resume participation in the Apprenticeship at some point in the future (as identified pursuant to the Funding Rules). Whilst the expectation is that if an Apprentice is taking a break from work they will also take a break from learning, the Apprentice may take a break from learning without taking a break from work

- (ii) permitting each Apprentice to attend any rearranged Training and/or catch-up training, provided that where such training is for a lesser duration than anticipated under the Training Plan, the minimum training requirement under clause 5.1.8(g)(i) above must still be met;
- (iii) permitting additional learning time above the minimum training requirements under clause 5.1.8(g)(i) above where needed by the Apprentice to achieve their minimum English & Maths requirements under the Funding Rules or where the initial

- assessment indicates that a higher level of off-the-job training hours is appropriate (as set out in their Training Plan);
 - (iv) releasing each Apprentice to the University for undertaking such training and courses with the University as set out in the Apprenticeship Programme and the Apprentice's individual learning plan;
 - (v) providing each Apprentice the use of equipment necessary to enable the Apprentice to undertake the Training;
 - (vi) cooperating with the University to arrange for any necessary End-Point Assessment or re-assessment and allowing each Apprentice to attend the same; and
 - (vii) ensuring that the Apprentice undertakes some active learning (either off-the-job learning or English and maths training) at least every 4 weeks and where this does not happen for any reason, act promptly to notify the University of a Break in Learning in accordance with clause 5.1.6 above.
- 5.1.9 comply with the terms of any agreement between the Employer and the ESFA;
- 5.1.10 where not paid for by Funding, provide payment for retakes for all costs of assessment and training, including qualifications or End-Point Assessment required by the Approved Apprenticeship Standard and not ask for contribution from the Apprentice for any element of the apprenticeship assessment or training set out in the individual learning plan;
- 5.1.11 use all reasonable endeavours to procure that each Apprentice complies with the University's Legislation.
- 5.1.12 provide the Apprentice with appropriate support and supervision on the job to carry out their job role;
- 5.1.13 ensure that the line manager of the Apprentice understands the Employer's obligations under this clause 4 and where a line manager changes, ensure that a sufficient handover is carried out in relation to supervision of the Apprentice;
- 5.1.14 make available evidence as required by the University to support funding claims and compliance in accordance with the Funding Rules;
- 5.1.15 participate in progress reviews to be carried out in accordance with the minimum requirements of the Funding Rules and in doing so:
- (a) ensure that a line manager is in attendance on agreed dates;
 - (b) actively engage in and prepare for the review;
 - (c) support the demonstration of apprenticeship competence at work; and
 - (d) support any action plans agreed for activity in employment or during training;
- 5.1.16 ensure that the Training Plan is kept up-to-date with any material changes (funds will be at risk if the Employer is not able to show, upon request, an up-to-date Training Plan that meets the minimum requirements and evidence to demonstrate current progress towards the Training Plan);
- 5.1.17 work with the University to ensure that each Apprentice achieves their minimum entitlement to off the job training required under clause 5.1.8(g)(i) above over the duration of their Apprenticeship, accepting that from time to time the agreed Training schedule may be disrupted unintentionally by either Party. If planned and actual hours do not align the Employer shall work with the Training Partner

to produce a summary statement compliant with the Funding Rules and the Employer shall countersign, and shall procure that the Employer also countersigns, the summary statement;

- 5.1.18 return all documents to which reference is made at clause 5.1.4 and 5.1.7 by the date notified by the University. Failure to do so may, at the University's discretion) result in the commencement of the Apprenticeship being postponed.
 - 5.1.19 ensure that an initial assessment has been undertaken in accordance with clauses 5.6 and 5.7 below.
 - 5.1.20 allow Apprentices on maternity, adoption or shared parental leave to use their statutory keep in touch (KIT/SPLIT) days to continue with off-the-job training during their period of leave. If these circumstances occur the Employer shall notify the University and the Parties shall promptly agree when and how the KIT/SPLIT days shall be used in order for compliance with the Funding Rules.
 - 5.1.21 ensure that any Apprentice that permanently withdraws from the Apprenticeship Programme is paid at least the national minimum wage appropriate for their age (not the apprenticeship rate).
- 5.2 The Employer shall secure an efficient working relationship with the University and in order to protect the interests of each Apprentice the Employer shall:
- 5.2.1 cooperate in good faith with the University and any Subcontractor and/or End-Point Assessment Organisation to enable the successful delivery of the Training and the completion of each Apprenticeship, including (where applicable) entering into any necessary further written agreement with the University where subcontracting is taking place;
 - 5.2.2 provide to the University on request all necessary log-in information to enable the University to access the Employer's Apprenticeship Service Account for the purposes of confirming the Funding available in respect of an Apprentice and uploading on behalf of the Employer information required pursuant to the Funding Rules relating to the Apprentice, the Apprenticeship Programme, the Apprenticeship and/or other relevant matters. For the avoidance of doubt, the on-line administration tasks to be performed by the University shall exclude confirming the spending of Funding from the Employer's Apprenticeship Service Account (which act may, under the Funding Rules, only be carried out by the Employer);
 - 5.2.3 allow the University, its staff, auditors, contractors or agents, including the University's Representative, access to each Apprentice, the Employer's premises and any relevant records or documents, including health and safety records, to allow the University to comply with the University's obligations under this Agreement. Such access shall be as reasonably agreed between the Parties or on reasonable notice from the University;
 - 5.2.4 promptly notify the University in writing when it becomes aware or develops a reasonable suspicion that any Apprentice wishes to withdraw from the Apprenticeship or the Apprenticeship Programme;
 - 5.2.5 immediately notify the University in writing if any Apprentice informs the Employer that they no longer wish to continue with the Apprenticeship or the Apprenticeship Programme;
 - 5.2.6 immediately notify the University in writing if it becomes aware that either it or any Apprentice wishes to terminate their employment or if any Apprentice's

employment ceases (in each case whether, in the case of the Employer, for reasons of redundancy or otherwise). If any Apprentice is made redundant, the Employer shall provide to the University a copy of the redundancy notice stating the reason for dismissal as redundancy, and shall provide evidence that they have made reasonable efforts to find the Apprentice a new employer. Where any redundancy is made on or after 15 October 2020 and on the day of dismissal the Apprentice:

- (i) is within six months of the final day of the Apprenticeship Practical Period OR they have completed at least 75% of the Apprenticeship Practical Period, the Apprentice can be funded to completion (including the End Point Assessment), without the need for a contract of employment or an apprenticeship agreement.
- (ii) has completed less than 75% of the Apprenticeship Practical Period and the remaining training represents a training duration of more than six months, the Apprentice may seek a new apprenticeship agreement which may have a duration of less than 12 months if required, and the ESFA will fund them for up to 12 weeks while they seek a further agreement.

- 5.2.7 appoint an Employer's Representative and promptly notify the University of any change of the Employer's Representative from time to time.
- 5.3 Holiday arrangements for Apprentices will be confirmed between the Employer and the Apprentices, but will not take place during the University's academic term time.
- 5.4 The Employer warrants and will at all times ensure that all Apprenticeships created by it meet the ESFA's requirements (including those relating to Apprenticeships comprising 'genuine jobs').
- 5.5 In relation to End-Point Assessment:
 - 5.5.1 the Employer shall provide to the University all relevant information about the Apprentice to enable End-Point Assessment to occur;
 - 5.5.2 the Employer acknowledges that the Funding Rules require the University to arrange End-Point Assessments and the Employer shall not enter into any contract or other arrangement with an End-Point Assessment Organisation (EPAO) for the provision of the same;
 - 5.5.3 the Employer in consultation with the University must ensure that the Apprentice is prepared and understands the end-point assessment process; and
 - 5.5.4 the Employer must commence dialogue with the End-Point Assessment Organisation at least 6 months before the planned end date of the Apprenticeship and select and negotiate the price with the End-Point Assessment Organisation at least 6 months before the Apprentice reaches the gateway.

Initial Assessments

- 5.6 The Employer shall ensure that the Initial Assessment includes the following activities:
 - 5.6.1 An assessment of the Apprentice's eligibility for the Apprenticeship Programme;

- 5.6.2 Identification and recognition of the individual's prior learning and experience in accordance with clause 6 below and the requirements in the Funding Rules; and
- 5.6.3 Identification of any learning difficulties and/or disabilities (including any reasonable adjustments required).
- 5.7 The Employer shall have a discussion with the Apprentice to achieve a shared understanding of the desired learning outcomes (including how the above activities under clause 5.1 will inform the Training Plan) and shall agree with the Apprentice that:
 - 5.7.1 An apprenticeship is the most appropriate training programme for the Apprentice;
 - 5.7.2 The training programme aligns with an approved apprenticeship standard, at the most appropriate level;
 - 5.7.3 The Apprentice's job role has a productive purpose and there is a direct link between this job role and the selected apprenticeship standard;
 - 5.7.4 The Employer will provide the Apprentice with the appropriate support and supervision to carry out both their job role and their apprenticeship (including the End-Point Assessment), particularly where the Apprentice is working flexibly, including working from home;
 - 5.7.5 The Employer will release the Apprentice for off-the-job training (and English and maths training if required) as documented in the Training Plan; and
 - 5.7.6 The Employer will provide the Apprentice with the opportunity to embed and consolidate the knowledge, skills and behaviours gained through off-the-job training into the workplace.

Recognition of Prior Learning and Experience

- 5.8 As part of the initial assessment, the University and Employer shall assess and agree the following:
 - 5.8.1 That funds are only being used to pay for training for knowledge, skills and behaviours that have not already been attained by the Apprentice;
 - 5.8.2 An assessment of any knowledge, skills and behaviours, relevant to the apprenticeship standard, gained from prior learning and experience as set out in the Funding Rules;
 - 5.8.3 A check of the Apprentice's personal learning record (if they have one);
 - 5.8.4 The content which should be omitted from the training plan (in the form of a volume of off-the-job training hours); and
 - 5.8.5 Whether or not the negotiated price, content and/or duration should be reduced in accordance with the Funding Rules.

6. Charges and Payments

- 6.1 Invoicing and payment terms for the Services shall be in accordance with the Funding Rules, ESFA Apprenticeship Agreement for Employers, ESFA Apprenticeship Agreement for Training Providers, the Apprenticeship Technical Funding Guide, and the provisions of this Agreement.

- 6.2 The Institute for Apprentices may from time to time increase or decrease the limit of the Funding Band. In respect of any Apprentice who commences their Apprenticeship after the date on which that increase or decrease (as appropriate) takes effect:
 - 6.2.1 the Costs Below the Funding Cap will equate to the then current limit of the Funding Band;
 - 6.2.2 the Charges will remain as set out in the Apprenticeship Programme (and will not, for the avoidance of doubt, be decreased commensurately with the level of any decrease in the limit of the Funding Band).
- 6.3 To ensure that payment of the Costs Below the Funding Cap is processed promptly, the Employer will select the University as its provider within the Apprenticeship Service portal. The Employer will then agree with the University that it will, without undue delay, upload the Apprentices' learner details to the Apprenticeship Service for the Employer to have the final authorisation (and select the Apprenticeship delivered for each individual Apprentice) to trigger an automated payment on a monthly basis for all Apprenticeship/Training delivery.
- 6.4 **Levy co-investment.** The Employer will ensure appropriate funds within the Employer's Apprenticeship Service Account to support Apprenticeships and will be solely responsible for co-investment costs, in accordance with the Apprenticeship Technical Funding Guide. In the event of insufficient funds and the need for co-investment, the University will require the Employer to raise a purchase order for the amount due before delivering the Services.
- 6.5 The Employer shall be responsible for the payment of the Charges to the University. Without prejudice to the generality of the foregoing, the Employer in that regard agrees to:
 - 6.5.1 complete all such documents and perform all such acts as may be required by the University or the ESFA to enable the University to recover the Charges (other than the Costs Above the Funding Cap, if any) from the ESFA in such instalments of such frequency and amount, and commencing on such date, as is prescribed by or for which provision is made in the Funding Rules. Those acts shall include, (without limitation):
 - (a) confirming the spending of Funding from the Employer's Apprenticeship Service Account (which act may, under the Funding Rules, only be carried out by the Employer); and
 - (b) such acts as may be required by the University to enable it to complete and submit periodic Individualised Learner Record returns, and to claim apprenticeship completion certificates from the ESFA.
 - 6.5.2 pay the Charges to the University to the extent that the Charges have not been recovered by the University from the ESFA.
- 6.6 In respect of each Cohort, the Employer will issue a purchase order to the University, and the University shall send an invoice to the Employer in respect of the Costs Above the Funding Cap, if any, during or following the month in which the University requires the Apprentices in that Cohort to first register onto the Apprenticeship Programme in accordance with its normal admission and registration processes. For the avoidance of doubt, time for the delivery of such invoices shall not be of the essence. The Employer shall pay such invoices within thirty (30) days of receipt without set off counterclaim or other deduction.
- 6.7 The Employer will issue purchase orders to the University, and the University shall send invoices to the Employer in respect of the Unfunded Charges (other than the Costs Above the Funding Cap, if any) on a monthly basis. For the avoidance of doubt, time for

the delivery of such invoices shall not be of the essence. The Employer shall pay such invoices within thirty (30) days of receipt without set off, counterclaim or other deduction.

- 6.8 Subject to the Employer providing the bank account details of the company or other legal person that employs the relevant Apprentice, the University will issue a purchase order to the Employer in connection with, the Employer will issue an invoice to the University in connection with, and the University shall pay to the Employer, any Incentive Payments received from the ESFA on behalf of the Employer within thirty (30) days of receipt or such other timescale as may be specified in the Funding Rules. Any such sums payable by the University to the Employer will be limited to that received from the ESFA, and will therefore be deemed to include VAT (if any) considered chargeable by the Employer. In the event that bank account details are not provided, the University will attempt to contact the Employer further in accordance with the University's own policy on making payments and in the event that the Employer does not respond, the University shall be obliged to return the sum to ESFA in accordance with the Funding Rules.
- 6.9 Where for any reason the ESFA requires the University to return any Incentive Payments or any other payment, the Employer shall pay to the University an amount equal to the sum required to be returned. The University shall notify the Employer of any requirement to return payments to the ESFA and the Employer shall pay such amount to the University within thirty (30) days of such notice without set off counterclaim or other deduction.
- 6.10 Any and all VAT on sums payable by or to the University or the Employer will be chargeable in accordance with prevailing legislation at the date of any invoice sent by one Party to the other.
- 6.11 Without prejudice to the rights of either Party under this Agreement, any sums that remain unpaid after their due date shall bear interest at the rate of four per cent (4%) above the Bank of England base rate from time to time.
- 6.12 The University shall maintain the Evidence Pack as referred to in the Funding Rules. The Employer will provide necessary supporting information to enable the University to complete this task, and procure that the Apprentices provide such information as may be required from them to enable the University to do so.
- 6.13 The Charges do not include:
 - 6.13.1 any fees, costs and charges payable to the University by Apprentices in connection with their course materials, accommodation or memberships held by them. The Apprentices will be individually responsible for paying any fees, costs or charges payable by them not included in the Charges, including those associated with any clubs, societies and other voluntary memberships, and any costs associated with accommodation in the University's halls of residence; or
 - 6.13.2 funding – if any – payable to the University in relation to any Apprentice other than by the Employer (including support for English and Maths training as detailed in the Funding Rules). The Employer shall complete all such documents and perform all such acts as may be required by the University or the ESFA to enable the University to recover such funding (without prejudice to the generality of the foregoing, where such funding is payable by the ESFA in such instalments of such frequency and amount, and commencing on such date, as is prescribed by or for which provision is made in the Funding Rules).
- 6.14 Each Party agrees to comply with the Funding Rules. Without prejudice to the generality of the foregoing, insofar as this Agreement or any part of it is or becomes inconsistent with the Funding Rules, the Parties will discuss that inconsistency and attempt in good faith to agree a variation to the Agreement to cure the inconsistency.

- 6.15 The Charges payable in respect of the Services will be calculated by reference to the number of Apprentices who undertake the Apprenticeship Programme from time to time.
- 6.16 The Costs Below the Funding Cap, and consequently the Charges, payable in connection with each Apprentice will be reduced to account for any prior learning (as detailed in the Funding Rules) necessary to achieve the Apprenticeship previously undertaken by the Apprentice.
- 6.17 For the purposes of clause 6, and this Agreement in general, Costs Above the Funding Cap payable in respect of the Services supplied in connection with each Apprentice are calculated across the duration of the Apprentice Programme undertaken by each Apprentice, and payable in advance accordingly. The Costs Above the Funding Cap payable in respect of each Apprentice shall not be refundable in any circumstances including the Apprentice failing, withdrawing, or being dismissed from the Apprenticeship and/or the Apprenticeship Programme.
- 6.18 Without prejudice to any other rights of remedy available to it, the University may suspend delivery of the Services if payments are not received in accordance with clause 6. If sums due remain unpaid for more than 30 days after the Employer has been notified in writing to make such payment then the University may terminate this Agreement with immediate effect by giving notice to the Employer.

7. The Apprenticeship Programme

- 7.1 The Apprenticeship Programme comprises the Training set out in Schedule 1. The Parties acknowledge that the University is responsible for the creation of the academic programme providing the framework for the Training/ Apprenticeship Programme (the **Programme Specification**).
- 7.2 The Programme Specification is reviewed, and may be updated, annually under the University's Legislation and the University's quality assurance processes, and includes information on the following areas:
 - 7.2.1 award and title;
 - 7.2.2 level;
 - 7.2.3 programme aims;
 - 7.2.4 learning outcomes;
 - 7.2.5 programme curriculum, structure and features;
 - 7.2.6 eligibility and admissions criteria;
 - 7.2.7 support for apprentice learning;
 - 7.2.8 all associated administration;
 - 7.2.9 methods for evaluation and improving the quality and standards of teaching and learning;
 - 7.2.10 regulation of assessment;
 - 7.2.11 mapping of intended learning outcomes onto the curriculum; and
 - 7.2.12 other sources of information.

The latest version of the Programme Specification will be held by the University's Representative and will be shared with the Employer's Representative.

- 7.3 The Parties agree that the content of the Apprenticeship Programme and delivery of the Training will be reviewed in line with any future changes to the Approved Apprenticeship Standard.
- 7.4 Apprentices will be graded using 'Honours' degree programme classifications for English universities. The University will follow the Quality Assurance Agency for Higher Education's Code of Practice for the assurance of academic quality and standards in higher education.
- 7.5 The University will use a team of lecturers and tutors to deliver the Training in accordance with the Programme Specification and assess and/or procure the assessment of (as appropriate) the Apprentices' achievements in the Apprenticeship Programme. The University is responsible for ensuring that assignments that contribute to module assessments are examined in a consistent way and that the judgements reached are comparable and reliable.
- 7.6 The University will make appropriate arrangements for Apprentices who successfully complete the Apprenticeship Programme to receive conferment of their degree and any other exit award that may be achieved.
- 7.7 The Parties acknowledge that the overall control over the successful completion of the Apprenticeship Programme and award of the degree or other exit award shall remain solely with the University in accordance with its statutory and regulatory obligations.
- 7.8 In connection with the Apprenticeship Programme, the Parties agree that the University has responsibility for the following:
 - 7.8.1 to deliver the Training in accordance with the University's Legislation.
 - 7.8.2 to ensure that the academic standards of the Apprenticeship Programme and its award are met and maintained by reference to the University's Legislation and the University's quality assurance processes.
 - 7.8.3 to appoint a programme director (the **University's Programme Director**) with overall supervision of the management of the Apprenticeship Programme and delivery of the Training.
 - 7.8.4 to provide appropriate staffing for the supervision of Apprentices.
 - 7.8.5 to make offers of admission to, admit and register Apprentices on the Apprenticeship Programme in consultation with the Employer and in accordance with the provisions of this Agreement.
 - 7.8.6 to deliver such induction in connection with the Apprenticeship Programme as it reasonably considers appropriate.
 - 7.8.7 to ensure that the content of the Apprenticeship Programme is approved by the University's senate (the principal academic body of the University which oversees quality assurance and standards of the education provided by the University).
 - 7.8.8 to ensure that Apprentices admitted to and registered on the Apprenticeship Programme are aware that they will be bound by health and safety procedures and community/behaviour standards and legislation and procedures of any recognised institution in which they are physically located for any aspect of the Apprenticeship Programme.
 - 7.8.9 to ensure that the requisite risk assessment is undertaken and that adequate health and safety provisions are in place, and which are consistent with those

of the University, where the Apprenticeship Programme requires Apprentices to spend a period of time in a different institution or organisation.

- 7.8.10 to make arrangements for and assess and/or procure the assessment of (as appropriate) the Apprentices' achievements in the Apprenticeship Programme.
 - 7.8.11 to ensure Apprentices have access to services provided to students registered at the University, including appropriate resources and facilities for the purposes of carrying out research effectively, and are subject to the University's Legislation.
 - 7.8.12 to receive and review concerns and complaints from Apprentices in accordance with the University's Legislation.
 - 7.8.13 to receive and review academic appeals from Apprentices in accordance with the University's Legislation.
 - 7.8.14 to investigate and determine potential incidents of misconduct by the Apprentices in accordance with the University's Legislation.
 - 7.8.15 to cooperate, where necessary and requested by the Employer, in any investigation or process conducted by the Employer in connection with the Apprenticeship.
 - 7.9 The Parties agree that the Employer has responsibility for the following:
 - 7.9.1 to receive and review concerns and complaints from Apprentices in accordance with the Employer's contracts of employment and policies.
 - 7.9.2 to investigate and determine potential disciplinary offences by the Apprentices in accordance with the Employer's contracts of employment and policies.
 - 7.9.3 to co-operate, where necessary and requested by the University, in any investigation or process conducted by the University in connection with the Apprenticeship.
 - 7.10 The parties acknowledge that the subject matter of:
 - 7.10.1 an incident amounting to misconduct by an Apprentice under the University's Legislation might also amount to a disciplinary offence under the Employer's contracts of employment and policies; and
 - 7.10.2 an incident giving rise to a concern or complaint raised by an Apprentice with the University might also give rise to a concern or complaint raised by that Apprentice with the Employer
- and the Parties will provide information to each other in accordance with their contact obligations under clause 20 and in accordance with Data Protection Laws (as defined in Schedule 3).
- 7.11 The Parties acknowledge that the nature of the Apprenticeship means that there is likely to be some joint management of the Apprentices throughout the term of this Agreement. The Parties will cooperate with each other in all circumstances to manage and support the Apprentices in their respective capacities throughout the Apprenticeship. The Parties will comply with their respective legal obligations in accordance with the Apprenticeships Skills, Children and Learning Act 2009 (the "Act") and any related Regulations and/or guidance as may be amended from time to time which are applicable to the Apprenticeship.

8. Dispute Resolution

- 8.1 In the event of a dispute arising between the Parties in relation to this Agreement, either Party may serve written notice on the other stating the nature of the dispute (a **Dispute Notice**).
- 8.2 After service of the Dispute Notice, the following procedure shall be followed by the Parties (all periods specified in this clause 8.2 shall be extendable by mutual agreement):
- 8.2.1 Within twenty eight (28) days, the University's Representative and the Employer's Representative shall meet to attempt to settle the dispute (each Party acting in good faith);
- 8.2.2 if the University's Representative and the Employer's Representative are unable to reach a settlement within fifty six (56) days from the date of service of the Dispute Notice, the Pro-Vice-Chancellor (Education) on behalf of the University and the Managing Director (or person of equivalent standing within the Employer) on behalf of the Employer shall meet within the following twenty eight (28) days to attempt to settle the dispute; and
- 8.2.3 if no settlement results from the meeting specified in clause 8.2.2, for the following fifty six (56) days the Parties shall attempt to settle the dispute by mediation (in accordance with the CEDR Model Mediation Procedure) by an independent mediator appointed by CEDR unless otherwise agreed between the Parties, with costs to be shared equally between the Parties.
- 8.3 If no settlement is reached under clause 8.2 the dispute shall be determined by the courts of England and Wales and the Parties submit to the exclusive jurisdiction of such courts for such purposes.
- 8.4 In addition to the process set out in clauses 8.1 to 8.3, Apprentices and Employers can contact the apprenticeship helpline regarding apprenticeship concerns, complaints and enquiries:

National Apprenticeship Helpline
email: nationalhelpdesk@apprenticeships.gov.uk
tel: 0800 015 0400

9. Termination

- 9.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may at any time terminate this Agreement or any part of it with immediate effect by giving written notice to the other Party if:
- 9.1.1 the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 9.1.2 the other Party 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;
- 9.1.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 9.1.4 the other 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 its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

- 9.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other Party;
 - 9.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
 - 9.1.7 the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
 - 9.1.8 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
 - 9.1.9 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 9.1.10 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.3 to clause 9.1.9 (inclusive);
 - 9.1.11 the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - 9.1.12 the other Party's funding agreement with the ESFA is terminated;
 - 9.1.13 the circumstances described in clause 6.18 arise.
- 9.2 The University may terminate this Agreement immediately upon notice in writing to the Employer if the Employer undergoes a change of control. For the purposes of this clause 9.2, 'control' shall mean beneficial ownership of more than 50% of the issued share capital of the Employer or the legal power to direct or cause the direction of the management of the Employer or the ability to direct the affairs of the Employer whether by virtue of the ownership of shares, or otherwise.
- 9.3 If the University ceases to be an ESFA approved training provider (so indicated at the date of this Agreement by being listed on the Register of Apprenticeship Training Providers) then the provisions of clause 10.5 shall apply.
- 9.4 Either Party may, in connection with the Cohort to be admitted to the Apprenticeship Programme in respect of the **2023/34** academic year, and all subsequent Cohorts and academic years, serve not less than 12 months' written notice to bring this Agreement to an end (a **Shutdown Notice**). For example (and as regards the reference to 'September' by way of example alone), in order to avoid the supply of the Services by the University to the Employer in respect of a Cohort who would otherwise commence an Apprenticeship Programme commencing in September 2023, a Shutdown Notice will need to be served by 31 August 2022.
- 9.5 At the point of service of any Shutdown Notice, the Parties shall, with immediate effect, cease marketing in connection with Apprenticeships which would but for the service of such Notice have been scheduled to commence in or after the academic year following the expiry of such Notice, and withdraw all associated marketing materials from publication at the earliest possible date.

- 9.6 At the point of expiry of any Shutdown Notice, Apprenticeships and Apprenticeship Programmes which would, but for the service of such a Shutdown Notice have been scheduled to commence in and after the following academic year will not take place.
- 9.7 Following and notwithstanding the service of any Shutdown Notice:
- 9.7.1 this Agreement will continue to apply with full force and effect until the Apprenticeship Programme Completion Date. The Parties shall take all reasonable steps to ensure that Apprentices who, at the point of expiry of the Shutdown Notice, are undertaking an Apprenticeship and the Apprenticeship Programme, or have been made and accepted an offer (conditional or otherwise) of admission to, but have not yet started, the Apprenticeship Programme, are able to undertake and complete the Apprenticeship and the Apprenticeship Programme.
- 9.7.2 the University shall be entitled, with regard to any person who has expressed interest in applying for admission to the Apprenticeship Programme or for an Apprenticeship, to make to that person an offer of admission to any other programme of study (including a programme of study associated with an apprenticeship (including a degree apprenticeship) offered by a different employer) operated by it, but shall inform the person this will not result in a contract of employment with the Employer.

10. Consequences of Termination

- 10.1 Other than as set out in this Agreement, neither Party shall have any further obligation to the other under this Agreement after its termination.
- 10.2 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including clause 1, clause 5.1.2, clause 5.2.3, clause 8, clause 10, clause 11, clause 13, clause 16, clause 17, clause 18 and clause 21 shall remain in full force and effect.
- 10.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.
- 10.4 On termination (for any reason) or expiry of this Agreement:
- 10.4.1 the Employer shall immediately pay to the University all Charges due at the date of termination without set off, counterclaim or other deduction;
- 10.4.2 to the extent that the Employer has paid the Charges pursuant to clause 10.4.1 and the University recovers funding from the ESFA in respect of those Charges, the University shall, provided that the Employer does not owe any other sums to the University, reimburse the Employer those sums paid pursuant to clause 10.4.1;
- 10.4.3 each Party shall promptly return to the other any equipment, documents, information or materials owned by the other Party (or a third party) and used in connection with the Services; and
- 10.4.4 each Party shall cooperate in good faith to ensure that there is continuity of learning such that no Apprentice is materially disadvantaged by the termination of this Agreement. On termination other than through the service of a Shutdown Notice, the provisions of clause 9.7 shall apply as though the words "*service of any Shutdown Notice*" and "*expiry of the Shutdown Notice*" were in each case deleted and replaced by the words "*termination of this Agreement*".

10.5 If the University ceases to be an ESFA approved University then:

- 10.5.1 save where the Employer has identified a new provider to transfer its Apprentices to as an ESFA Contingency Event, this Agreement shall continue in full force and effect in respect of Apprentices who have started their Apprenticeship prior to the date on which the University ceased to be an ESFA approved University and the Apprenticeship Programme Completion Date for the purposes of clause 2.2 shall be the date on which the last such Apprentice successfully completes the relevant End-Point Assessment; and
- 10.5.2 this Agreement shall terminate in respect of any person who was due to become an Apprentice on or after the date on which the University ceased to be an ESFA approved University and the University shall use its reasonable endeavours to assist such persons in their transition to another training provider.

11. ESFA Contingencies

The Parties shall take all necessary steps to give effect to the ESFA Contingencies in the event of an ESFA Contingency Event occurring. For the avoidance of doubt, giving effect to the ESFA Contingencies shall not constitute a breach of this Agreement.

12. Force Majeure

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 results 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. If the period of delay or non-performance continues for ninety (90) days or more, the Party not affected may terminate this Agreement by giving thirty (30) days' written notice to the other Party.

13. Liabilities and Insurance

13.1 Neither Party excludes or limits liability to the other Party for:

- 13.1.1 fraud or fraudulent misrepresentation;
- 13.1.2 death or personal injury caused by negligence;
- 13.1.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 13.1.4 any matter for which it would be unlawful for the Parties to exclude liability.

13.2 Subject to clause 13.1, neither Party shall in any circumstances be liable to the other whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- 13.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill. For the avoidance of doubt, this clause shall not apply to the payment of the Charges or any damages claimed by the University in connection therewith;
- 13.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- 13.2.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.

- 13.3 Each Party shall at its own cost effect and maintain with a reputable insurer insurance cover providing an adequate level of cover in respect of all risks which may be incurred by that Party, arising out of the its performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 13.4 The terms of any insurance or the amount of cover shall not relieve the insured Party of any liabilities under this Agreement.

14. Safeguarding and Anti-Bribery

- 14.1 The Employer acknowledges that the University has a statutory duty to safeguard and promote the welfare of individuals under the age of 18 years old and vulnerable adults over the age of eighteen (18) years old pursuant to the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006.
- 14.2 The Employer shall and shall ensure that the Employer's employees, contractors and agents:
 - 14.2.1 comply with the requirements of the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006 to the extent that they apply to the Employer; and
 - 14.2.2 confidentially report to the University's Representative from time to time, any concerns relating to an Apprentice or other learner enrolled with the University, employee, agent or contractor of the University.
- 14.3 The Employer shall by signing this Agreement, be deemed to have read the University's policy and guidance relating to safeguarding and will comply with its contents at all times.
- 14.4 Each Party shall:
 - 14.4.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - 14.4.2 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 14.4.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by either Party in connection with the performance of this Agreement; and
 - 14.4.4 provide such supporting evidence of compliance with this clause as the other Party may reasonably request.
- 14.5 Each Party shall ensure that any person associated with it who is engaged in discharging its obligations under this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed under Clause 14.4 (**Relevant Terms**). Each Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Terms.
- 14.6 For the purpose of Clause 14.4, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

15. Health and Safety

- 15.1 The Parties shall perform their obligations under this Agreement (including those in relation to the Services) in accordance with:
 - 15.1.1 all applicable Law regarding health and safety; and
 - 15.1.2 the health and safety policy of the other Party whilst at the other Party's premises (to the extent it has been made known by one Party to the other Party).
- 15.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at either Party's premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. Each Party shall adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

16. Confidentiality

- 16.1 Subject to Clause 16.2, the Parties shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their employees, contractors, agents and other personnel from making any disclosure to any person of any matters relating it.
- 16.2 Clause 16.1 shall not apply to any disclosure of information:
 - 16.2.1 required by any applicable law, provided that Clause 18 shall apply to any disclosures required under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004;
 - 16.2.2 that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Agreement;
 - 16.2.3 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of Clause 16.1;
 - 16.2.4 of any document which the Parties to this Agreement have agreed contains no commercially sensitive information;
 - 16.2.5 which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party; and
 - 16.2.6 by the University to any other department, office or agency of the Government.

17. Intellectual Property

- 17.1 Each Party shall retain ownership of all Intellectual Property Rights in any materials created by that Party and used for the delivery of an Apprenticeship Programme (the **Project Materials**). Without prejudice to the generality of the foregoing, the Parties acknowledge that the copyright in teaching materials and other course materials in connection with the Apprenticeship Programme shall be owned and retained by the University.
- 17.2 Each Party shall indemnify the other against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right in the performance of a Party's obligations under this Agreement, except to the extent that they have been caused by or contributed to by the indemnified Party's acts or omissions.

18. Data Protection and Freedom of Information

- 18.1 The Employer acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018, and in each case any subsequent and/or subordinate legislation, all as amended from time to time. The University acknowledges that the Employer is subject to the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018, and in each case any subsequent and/or subordinate legislation, all as amended from time to time.
- 18.2 The Employer shall offer such prompt and reasonable assistance to the University as the University may request from time to time, to assist it in complying with its information disclosure obligations under the legislation set out at Clause 18.1.
- 18.3 Where the University or the Employer handle any personal or special category data (within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679 and/or the Data Protection Act 2018)), including in relation to the Apprentices or Apprentices, they undertake to comply with their respective obligations under that legislation. Without prejudice to the generality of the foregoing, the Parties agree to comply with the Data Protection Schedule set out at Schedule 3.
- 18.4 Where the Employer receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 relating to the operation of this Agreement, the Employer shall promptly pass the request to the University and shall not respond directly to any such request without the University's prior written consent.

19. Contract Variation

- 19.1 If any circumstances change that affect this Agreement the Employer and the University shall co-operate in good faith to revise existing agreements or create new agreements. No variation to this Agreement other than pursuant to clause 19.3 shall have effect unless agreed in writing and signed by both Parties pursuant to clause 19.2.

19.2 Change Protocol

- 19.2.1 In the event either Party (acting reasonably) requires a change (**Change**) to this Agreement (or any of the Schedules), the Parties shall discuss any such Change proposed by the other and such discussion shall result in a written request for a Change being submitted by the requesting Party to the other Party.
- 19.2.2 The Parties shall work together in good faith to assist the requesting Party in preparing a written recommendation for a Change which shall set out:
- (a) the title of the Change;
 - (b) the originator and the date of the request;
 - (c) the reason for the Change;
 - (d) the full details of the Change, including any specification or service standards;
 - (e) the price, if any, of or associated with the Change;
 - (f) a timetable for implementation;
 - (g) the impact, if any, of the Change on other aspects of this Agreement, including contractual documentation and resources;

- (h) provision for signature of the request by all Parties to signal acceptance of the Change; and
 - (i) any other relevant information reasonably requested by any Party.
- 19.2.3 If approved, each Party shall sign the written recommendation. The signing of the written recommendation shall signify acceptance of a Change by the Parties.
- 19.2.4 Once signed by both Parties, the Change shall be immediately effective and the Parties shall perform their respective obligations on the basis of the agreed amendment.
- 19.3 Where in the reasonable opinion of the University a change to the Apprenticeship Programme is required in order to comply with rules, guidance or instructions issued from time to time by the ESFA, the OFS, the QAA and Ofsted (a **Regulator Change**), the University shall notify the Employer in writing of the Regulator Change and the Regulator Change shall have effect from such date as may be stated in such notice. Any additional costs reasonably incurred by the University arising from the Regulator Change shall be payable by the Employer and shall be deemed to be incorporated into the Charges.
- 19.4 The Parties acknowledge that any material changes to the Apprenticeship Programme may only be approved through the University's internal programme approval and modification process, and will not take effect part way through the delivery of the Apprenticeship Programme to any Cohort.

20. Parties' Representatives and Governance

- 20.1 The University designates **Sarah O'Donovan** as the University's Representative for the purposes of this Agreement, who can be contacted by email at **s.g.odonovan@bham.ac.uk**

Rob Sargent
- 20.2 The Employer designates [] as the Employer's Representative for the purposes of this Agreement, who can be contacted by email at [Hayley.Fleming@naturalengland.org.uk]
- 20.3 Either Party may substitute an individual in place of the above named representative by sending confirmation of the identity and email address of that individual to the other Party's representative (from time to time).
- 20.4 The University's Programme Director and the Employer's Representative will keep in regular contact for the duration of this Agreement, and a series of meetings between them and individuals nominated by them should be established to manage the Apprenticeship to ensure that the Apprentices are managed and supported. The structure of the meetings, to be conducted at all times in accordance with Data Protection Laws (as defined in Schedule 3), is listed below and the content of the meetings may include, but is not limited to, the following:
 - 20.4.1 Monthly progress telephone calls: operational telephone calls to ensure that both Parties are updated and actions are being completed between the quarterly meetings. These discussions should include specific updates regarding Apprentice performance, wellbeing, conduct and other employment related matters.
 - 20.4.2 Quarterly Meetings: To discuss recruitment, Apprentice progression and achievement towards the Approved Apprenticeship Standard, placement performance, future developments, induction and transition, Apprentice conduct. The meetings will be attended by the University's Programme Director and the Employer's Representative.

- 20.4.3 Annual Strategy Meetings: To discuss the Apprentices' performance and strategic direction of the Apprenticeship for the next 12 months. This will form the annual review and sign off of the Apprenticeship. The meetings will be attended by the University's Programme Director, the University's Representative and the Employer's Representative.
- 20.5 In addition to the meetings and discussions set out above, but subject at all times to Data Protection Laws (as defined in Schedule 3):
 - 20.5.1 The Employer will notify the University of any Apprentice:
 - 20.5.1.1 who leaves or is dismissed from the Employer's employment;
 - 20.5.1.2 who becomes ineligible to be registered on the Apprenticeship Programme; or
 - 20.5.1.3 in respect of whom the University becomes unable to recover the Charges (or any part of them) from the ESFA
- 20.6 The University will:
 - 20.6.1 notify the Employer of the suspension or withdrawal of any Apprentice from the Apprenticeship Programme;
 - 20.6.2 if considered appropriate by its College Misconduct and Fitness to Practise Committee in accordance with paragraph 7 of Appendix E to the University's Code of Practice on Misconduct and Fitness to Practise Committee, provide to the Employer a report of a finding made by that Committee in connection with any Apprentice.
 - 20.6.3 provide to the Employer an anonymised report of the outcomes of all complaints/concerns raised by Apprentices in accordance with the University's Code of Practice on Student Concerns and Complaints.
 - 20.6.4 provide to the Employer a report of the outcomes of all formal complaints/concerns raised by Apprentices in accordance with the University's Code of Practice on Student Concerns and Complaints which are (i) upheld and (ii) relate to the Apprenticeship Programme

21 General

- 21.1 Nothing in this Agreement shall prevent the University from:
 - 21.1.1 supplying to any person or persons other than the Employer services similar, equivalent or identical to the Services;
 - 21.1.2 operating any other similar, equivalent or identical programme of study, including a programme of study involving similar, equivalent or identical subject matter and/or course materials, or a programme of study associated with an apprenticeship (including a degree apprenticeship) offered by a different employer;
 - 21.1.3 making to any person an offer of admission to any such other programme of study; or
 - 21.1.4 teaching other persons undertaking any such other programme of study in the same classrooms or tutorial groups at the same time, or in any other similar, equivalent or identical manner, as the Apprentices.
- 21.2 No Party shall otherwise novate, assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

- 21.3 This Agreement and the documents referred to in this Agreement contain all the terms which the Parties have agreed in relation to the subject matter of this Agreement.
- 21.4 No term or provision of this Agreement shall be considered as waived by a Party to this Agreement unless a waiver is given in writing by that Party. No waiver shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and only to the extent) expressly stated in that waiver.
- 21.5 If any provision of this agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this agreement.
- 21.6 This Agreement may be executed and delivered in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.
- 21.7 Nothing in this Agreement shall be construed as creating a partnership or as a contract of employment between the Parties and neither Party shall be, or be deemed to be, an agent of the other Party and neither Party shall hold itself out as having authority or power to bind the other in any way.
- 21.8 Notwithstanding any other provisions of this Agreement, no Party shall be entitled to recover compensation or to make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement or otherwise.
- 21.9 Each Party shall do all things and execute all further documents necessary to give full effect to this Agreement.
- 21.10 This Agreement, any dispute or claim arising out of, or in connection with it (including non-contractual disputes or claims) is subject to the laws of England and the Parties agree that any disputes or claims arising out of this Agreement (including non-contractual disputes or claims) between the Parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 21.11 No term of this Agreement is intended to or does benefit any person who is not a Party to this Agreement and no term of this Agreement may be enforced by any person other than a Party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 21.12 Neither Party shall be permitted to use the other's name, crest, logo or branding without first having obtained the other's written consent to such use and fully complying with the user guidelines and both Parties shall immediately cease use of such name, crest, logo or branding upon termination of this Agreement.
- 21.13 In connection with the Agreement, the Parties agree to keep to, and to each other keeping to, the Equality Act 2010, the Modern Slavery Act 2015, the Counter-Terrorism and Security Act 2015 and the University's Code of Practice on Freedom of Speech on Campus (as amended from time to time) and all related laws, regulations and codes.
- 21.14 Any legal notices addressed to the University must be marked for the attention of the Registrar and Secretary.

Schedule 1
Apprenticeship Programme

Apprenticeship Programme		
Apprenticeship Occupation	Chartered Town Planner	
Apprenticeship Standard/Framework	Chartered Town Planner Degree Apprenticeship	
Name/Level of qualification	MSc Urban and Regional Planning (Level 7)	
Associated Regulatory Body	Royal Town Planning Institute (RTPI)	
Entry Requirements	2:1 undergraduate degree in a relevant subject or if in a different area, with relevant work experience	
First Cohort Start Date	September 2023	
First Cohort End-Point Assessment Date	November 2025	
Location of Training	University of Birmingham	
Funding Band (as at the date of this Agreement)	£27,000	
Break In Learning	Clause 5.1.8(g)(i) – paragraph A applies	
University and Employer Actions and Responsibilities		
Training or other actions to be delivered by University and Employer (as appropriate)	Module Title	Credits
	COMPULSORY MODULES	
	YEAR 1	
	The Planner in Contemporary Society	10
	Introduction to Spatial Planning	20
	Sustainable cities	20
	Planning methods and techniques	10
	Planning Practice: Skills, behaviours, and professional development	Non-credit baring
	Field trip – Rotterdam/Delft	Non-credit baring
	YEAR 2	
	Urban property development	20
	Place making in Practice	20
	Urban and Regional Planning Dissertation	60
	OPTIONAL MODULES (one of..)	
	Urban Regeneration and Renewal	20
	Community Involvement in the Built Environment (block taught teaching)	20
	Green Infrastructure and Health	20

Sum total of credits		180	
	University of Birmingham	Employer	Both parties
	Deliver all training to enable the successful completion of the apprenticeship end-point assessment and the associated academic qualification	Agree with the apprentice the development of a clinical portfolio which reflects the four pillars of advanced clinical practice that is achievable within the employer's business constraints, whilst meeting the needs of the EPA.	Agree the competencies/ supporting evidence of the portfolio with the apprentice
	Provide support throughout the completion of the taught elements of the programmes and assessments	Make allowance, in terms of time and resource, for the taught elements of the programme and independent study.	Attend formal quarterly supervision meetings
	Assist the apprentice in preparation for the end-point assessment	Assist the apprentice to develop their portfolio to ensure that it is complete and that it covers the totality of the KSBs to be assessed by professional discussion	Assess the apprentices meet the threshold requirements for the EPA
Equipment			
University Equipment	On-campus facilities, Canvas, PebblePad		
Employer Equipment	N/A		
End-Point Assessment Organisation			
Name of End-Point Assessment Organisation	Royal Town Planning Institute (RTPI)		
End-Point Assessment Organisation agreed in principle	Yes		
Subcontracting			
Name of Subcontractor	N/A		

Training to be delivered by Subcontractor	N/A			
Reason for subcontracting	N/A			
University monitoring of Subcontractor	N/A			
Conflicts of interest between the University and the Subcontractor	N/A			
Functional Skills Provision				
<p>There is a mandatory government requirement for all apprentices' level 3 or higher to have equivalence to level 2 in English and Mathematics. Many apprentices will already have this qualification. For some they may not have the evidence they have it or may not have the required levels in English and Mathematics. The University of Birmingham is a provider of education at degree level and above and does not have the relevant specialisms in-house to deliver functional skills level 2 in English and Mathematics. Due to the low volume of learners requiring this training, it would not be proportionate for the university to deliver this in-house and it would therefore be better suited to be delivered by a partner provider.</p> <p>The University uses Solihull College as its Subcontractor for Functional Skills training and assessment.</p>				
Maths Provision	<p>The subcontractor is responsible for the delivery and examination of Functional Skills qualifications in Maths at Level 2 and as notified by the University to the Subcontractor and agreed in writing between them.</p> <p>The University will be in regular contact with the Subcontractor throughout the delivery of the Subcontractor Training.</p> <p>Apprentices agree to the College sharing results from initial assessment with the University.</p>			
English Provision	<p>The Subcontractor is responsible for the delivery and examination of Functional Skills qualifications in English at Level 2 and as notified by the University to the Subcontractor and agreed in writing between them.</p> <p>The University will be in regular contact with the Subcontractor throughout the delivery of the Subcontractor Training.</p> <p>Apprentices agree to the College sharing results from initial assessment with the University.</p>			
Other functional skills	N/A			
University monitoring of Subcontractor	Activity	Cost (Funding to be retained by University)	Contribution to high quality training	Explanation of how cost is proportionate to

				subcontracted Training
	Quality Monitoring	n/a – funding is passed on in full to Subcontractor.	<ul style="list-style-type: none">• Evidence of qualifications of delivery staff.• Apprentice feedback• Timely completions and success rate• Latest Ofsted Report• Check that provider is on the RoATP	n/a – funding is passed on in full to Subcontractor.
	Subcontractor Management	n/a – funding is passed on in full to Subcontractor.	<ul style="list-style-type: none">• Quarterly review meetings• Escalation process as detailed in this agreement	n/a – funding is passed on in full to Subcontractor.
	Support costs	n/a – funding is passed on in full to Subcontractor.	<ul style="list-style-type: none">• Timely set up of new cohorts	n/a – funding is passed on in full to Subcontractor.
Conflicts of interest between the University and the Subcontractor	N/A			
Non-Funded Items				
Detail of items not eligible for ESFA funding	Cost			
	N/A			

Charges	
Total Charges (excluding VAT) for the training of each Apprentice under this Agreement:	£24,000
Breakdown of Charges (excluding VAT)	Charges per Apprentice (£)
<ul style="list-style-type: none"> • University Training Costs 	£21,540
<ul style="list-style-type: none"> • Academic Teaching & CPD costs for Field Trip 	£800
<ul style="list-style-type: none"> • Sub-Contractor Training Costs 	N/A
<ul style="list-style-type: none"> • End-Point Assessment Costs 	£1,660

<ul style="list-style-type: none">• [University Costs of monitoring/managing subcontractors] <p>Total</p> <p>The Parties agree that the amounts appearing above are estimates, and any eventual difference in them shall not affect the amount of the Charges payable by the Employer to the University.</p>	<p>N/A</p> <p>£24,000</p>
[Other costs (excluding VAT) to be funded by the Employer – other than Costs Above the Funding Cap - but not eligible for ESFA funding]	£0

Schedule 2
Training Plan

This is illustrative please do not complete this document

8. UNIVERSITY AS TRAINING PROVIDER – TRAINING PLAN

University of Birmingham Degree Apprenticeship Commitment Statement

This Training Plan summarises the training schedule, roles and responsibilities and funding that support the successful completion of this apprenticeship. This document also provides evidence of the eligibility of this apprenticeship for funding set out in the Apprenticeship Funding Rules which govern the delivery of each apprenticeship.

- 1. The content of this document forms the basis of the mandatory 12 week progress reviews between all three signatory parties to track progress against the knowledge, skills and behaviours gained during the apprenticeship, the recorded evidence of off the job learning by the apprentice, and agree the ongoing support and commitment required from by all three signatories*
- 2. Any material changes to the apprenticeship, particularly dates or employer contacts, or changes agreed at a progress review must be agreed and recorded in an updated Training Plan. Employer and apprentice must hold a signed version of this document that reflects the current schedule of learning for this apprentice at all times. This will be distributed by the university to the parties listed in section 1.1 after any material changes are agreed. Employers must notify the University as soon as possible should changes occur that affect elements detailed in this document*
- 3. The main training components of this apprenticeship are contained at Annex A. This Training Plan should be stored with the separate Apprenticeship Agreement document*

SECTION 1: Core Information

This Core Information section provides details of the parties responsible for ensuring the successful completion of the Apprenticeship. It contains key information about the Apprenticeship review processes and details about support and guidance for employer and apprentice.

1.1 Signatories

	Apprentice	Employer	Line Manager /Mentor¹	University
Name				
Role Title				
Organisation				
Phone				
Email				

¹ This section is present to allow joint employer signatories, where the accountable signatory for the apprenticeship programme and the apprentice line manager are separate. Where the primary discussions and agreement have taken place with the lead employer contact it is acknowledged that the line manager may not have taken an active role in developing the Training Plan.

I have read and understood the responsibilities set out in this document and by signing this document, I can confirm that the information about the apprenticeship and apprentice included in this Training Plan is correct at the time of signature and :

- I understand and agree with the outcomes of the initial assessment and the decisions made by the University of Birmingham regarding recognition of prior learning. I understand how the Training Plan at Annex A has been informed by the assessment. I have contributed the development of this Training Plan and I agree that the schedule, mode and sequence of learning plan set out for this apprenticeship at Annex A is appropriate ²*
- that I will deliver my responsibilities and commitments set out in this document for the lifetime of this apprenticeship, working in partnership with the other named signatories as part of this programme.*
- I understand that any changes in circumstances that affect the Training Plan delivery, support needs or duration must be notified promptly to the university to ensure that an updated and accurate Training Plan is created, circulated and retained by all parties*

Signature				
Date				

1.2 Other partners involved in the delivery of this apprenticeship

	End-point Assessment Organisation³	English & Maths Subcontractor	Other Delivery Subcontractor
Organisation			
Key Contact			
Phone			
Email			

1.3. The Apprenticeship covered by this Training Plan

The details of the Apprenticeship set out here under each heading must be replicated in the employers' Apprenticeship Service account, the employer/apprentice Apprenticeship Agreement, the employers contract for the delivery of training and as relevant end point assessment with the university, and in the university's Individualised Learner Record for this apprenticeship.

The Apprenticeship Programme		Reference	STXXX
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² The employer must agree when, where and how the off-the-job training is delivered within the apprentice's training / practical period

³ Where the end-point assessment organisation is not be known at the start of the apprenticeship, this Training Plan must be updated to include these details as soon as they have been confirmed. This should be no later than 6 months before the Training Planned end date

Qualifications Achieved						Level	
Training/Practical Period Start Date⁴	<i>ddmmyyyy</i>	Training/Practical Period Planned End Date	<i>mmyyyy</i>	Apprenticeship Planned End Date (EPA Date)	<i>mmyyyy</i>	YOUR APPRENTICESHIP:	
Contracted Paid Hours (weekly average without overtime)⁵	<i>[typical per working week]</i>	Contract Type	<i>[e.g. employed, fixed term, (if fixed term, include end date)]</i>			Standard Off the Job Training Months/Hours for this apprenticeship	
		Apprentice's Typical Working Hours Pattern			Your Exempted (weeks/hours)	-	
		<i>[e.g. normal working pattern Monday-Friday, with the exception of training taking place over long weekends where time back in lieu will be granted]</i>			Your Duration (months/weeks ⁶)	=	
					Your additional English & Maths hours	=	

1.4. Apprenticeship Review Schedule and Attendees

Reviews between the University, employer and apprentice will take place at least every 12 weeks throughout the apprenticeship to discuss progress, review impact, confirm success and identify any actions needed to ensure the success of the apprenticeship. **Progress reviews are a mandatory element within the apprenticeship for all three parties, and must take place on time.**

Review Schedule	Frequency	Attendees	Format ⁷⁸	Name Role	Contact phone number Contact Email
Apprentice/Academic Mentor Reviews		University	(face to face, online)		
Tri-partite Progress Reviews (see training schedule Annex A for dates)	Every 12 weeks	University	(face to face, online)		
		Employer			

1.5. Further Support and Guidance

⁴ Start and end dates in this document must match the dates entered into Apprenticeship Agreement, the Apprenticeship Service and the ILR.

⁵ Evidence of contracted hours and salary must be supplied by the employer

⁶ An apprentice on a full time contract of employment will undertake training every four weeks for 46.4 weeks (52 weeks minus 5.6 weeks of statutory leave) every year during their apprenticeship. This provides, as a minimum, 278 hours of off-the-job training (46.4 weeks x 6 hours) every year for the life of the apprenticeship between the Training /Practical Period start date and the Training / Practical Period planned end date.

⁷

⁸ The apprentice and their line manager must be provided with guidance on the Agenda and preparation required and dates must be included, where known, in Annex A Employers must attend every review.

Contacts	Support Available	Name	Contact phone number Contact email
Personal Tutor or Academic Mentor			
Programme Director			
Programme Administrator			

Section 2 Key University & Apprenticeship Policies

Key Processes and Policies	Process	First Point of Contact Name, Role, Email, Phone	Reference Document or Policy Link
Attendance & Absence	<ul style="list-style-type: none"> Your apprenticeship requires you to undertake learning activities at least every four weeks throughout your apprenticeship, so maintaining a regular pattern of attendance and self-directed learning during your working paid hours is an important part of your apprenticeship In the event that you are not able to attend University or join a planned face to face or online live session due to illness you must inform the University as soon as possible after first contacting your employer. If you are unable to attend any of the modules listed on your timetable you should contact your personal tutor without delay, who will provide you with an alternative date for your attendance and/or will liaise with the Programme Director to determine an appropriate course of action for you. Learning missed must be rebooked and completed as quickly as possible when missed to maintain momentum in your apprenticeship Please be aware that alternative dates are subject to availability and are dependent on the programme timetable, so you may be required to undertake additional learning during your working paid hours. If you are unable to complete any learning activities for a period of four weeks or more for any reason, the University is required to place you on a break in learning, and reschedule and extend your apprenticeship duration You must also keep your log or journal, detailing the hours that you spend in the off the job learning elements within this apprenticeship up to date – noting absences and time spent on rescheduled learning. 	Name: Role: Telephone: Email:	Code of Practice on Student Attendance and Reasonable Diligence Regulation 5.2.3
Recording Off the Job Learning	<ul style="list-style-type: none"> It is the apprentice's responsibility to maintain an accurate and up to date record of the time they spend in off the job learning through their PebblePad portfolio. You will receive access for this purpose as part of your induction. 	Name: Role: Telephone:	Recording Off the job hours policy Link

Key Processes and Policies	Process	First Point of Contact Name, Role, Email, Phone	Reference Document or Policy Link
	<ul style="list-style-type: none"> Your record of your off the job learning, alongside evidence of progress against the knowledge, skills and behaviours in the apprenticeship will be reviewed at every Tri-partite Progress Review. This record is evidence of the ongoing eligibility of this apprenticeship and must be maintained and up to date at all times. 	Email:	
Data Protection	<ul style="list-style-type: none"> The data that the University is required to provide, through your Individualised Learner Record is used by the Education & Skills Funding Agency and the End Point Assessment Organisation who will need to share data to enable apprentice certificates to be printed. The ESFA will continue to share data with relevant organisations to enable them to fulfil their inspection and regulation functions. You can view the ESFA Privacy Notice that explains how your data is used as part of the delivery of apprenticeships. This also explains and how the data protection legislation sits alongside this Training Plan. View the Privacy Notice by clicking the links opposite Your personal information, including your results and information about your academic progress and conduct, will be shared between the University and your employer and with other regulatory or professional bodies necessary for the delivery of your apprenticeship and your well-being but only where the law allows this sharing to take place, in compliance with the Data Protection Legislation. You can view our Privacy Statement by clicking the links opposite: The University Privacy Notice, which can be found on the University website, outlines in detail how the University will manage your data. The Student Privacy Notice explains how the University processes students' personal data, but there are some differences in the way the University processes data relating to Apprentices. These are set out below: <ul style="list-style-type: none"> The University will share information about you with the ESFA, the Department for Education and the End-Point Assessment Organisation named in this Commitment Statement (if different from the University), for the purpose of tracking progress, confirming eligibility for funding or for processing your end-point assessment. The University will share information about attendance, progression and your student status with your employer. This will include confirmation that Leave of Absence or other authorised absence from your studies has been granted. Where the University has engaged [insert] to deliver English and Maths training to you, the University will share information about you with [insert] in order for that training to be delivered, and for your attainment in the training to be assessed and communicated to the University and your employer. The University will: 	Name: Role: Telephone: Email:	ESFA Privacy Statement June 2022 University Privacy Statement https://www.birmingham.ac.uk/privacy/index.aspx and https://www.birmingham.ac.uk/privacy/index.aspx

Key Processes and Policies	Process	First Point of Contact Name, Role, Email, Phone	Reference Document or Policy Link
	<ul style="list-style-type: none"> • <i>notify your employer if you are suspended or withdrawn from the academic programme of study;</i> • <i>if considered appropriate by its College Misconduct and Fitness to Practise Committee, provide to your employer a report of a finding made by that Committee that you have breached the University's Regulations on Student Conduct.</i> • <i>provide to your employer an anonymised report of the outcomes of any complaints/concerns raised by you in accordance with the University's Code of Practice on Student Concerns and Complaints.</i> • <i>provide to your employer a report of the outcomes of any formal complaints/concerns raised by you in accordance with the University's Code of Practice on Student Concerns and Complaints which are (i) upheld and (ii) relate to the academic programme of study</i> • <i>Your personal information may be shared with other regulatory or professional bodies when it is necessary for the delivery of your apprenticeship and your well-being but only where the law allows this sharing to take place.</i> • <i>Your employer will notify the University:</i> <ul style="list-style-type: none"> • <i>if you leave or are dismissed from its employment;</i> • <i>if you become ineligible to be registered on the academic programme of study; or</i> • <i>if you become ineligible for funding under the apprenticeship funding rules</i> • <i>You should ensure that any changes to your personal information, including your name, address and contact details are notified to the University and your employer as soon as possible.</i> • 		
Safeguarding & PREVENT	<ul style="list-style-type: none"> • <i>You will be briefed about yours and the University's responsibilities and commitments under our Safeguarding and Prevent policy as part of your induction. If you have any concerns, you must contact your personal tutor. The Designated Safeguarding Lead and College Designated Safeguarding Lead (to whom you should direct any safeguarding issues in the first instance) can also be contacted (for details see right)</i> 	<p><i>Designated Safeguarding Lead</i> <i>Name: Nicola Cardenas Blanco</i> <i>Role: Director of Legal Services</i> <i>Telephone: 0121 414 3916</i> <i>Email:n.k.c.blanco@bham.ac.uk</i></p> <p><i>College Designated Safeguarding Lead:</i></p>	Safeguarding Policy Link

Key Processes and Policies	Process	First Point of Contact Name, Role, Email, Phone	Reference Document or Policy Link
		Name: Role: Telephone: Email:	
Equality & Diversity	<ul style="list-style-type: none"> You will be briefed about yours and the University's responsibilities and commitments under our equality and policy as part of your induction. If you have any concerns, you must contact your personal tutor 	Name: Role: Telephone: Email:	<u>Student Equality, Diversity and Inclusion Guidance</u>
Bullying & Harassment	<ul style="list-style-type: none"> You will be briefed about yours and the University's responsibilities and commitments under our Dignity and Respect Policy as part of your induction. If you have any concerns, you must contact your personal tutor 	Name: Role: Telephone: Email:	<u>Harassment, Bullying and Victimisation Guidance</u>
Health & Safety	<ul style="list-style-type: none"> You will be briefed about yours and the University's responsibilities and commitments under our Health and Safety policy as part of your induction. If you have any concerns, you must contact your personal tutor 	Name: Role: Telephone: Email:	<u>Health and Safety Policy</u>
Raising Queries, Concerns and Complaints	<ul style="list-style-type: none"> If you have concerns or queries about your apprenticeship in the workplace you should discuss these with your employer 		
	<ul style="list-style-type: none"> If you have concerns or queries about your apprenticeship delivered by the university, you should discuss these with your personal tutor in the first instance 	Name: Role: Telephone: Email:	
	<ul style="list-style-type: none"> In the event that either employer or apprentice have concerns or complaints regarding this apprenticeship that cannot be resolved, you can take further steps using the university complaints process. (see column right for details) Apprentices and employers may also escalate a query, concern or complaint about any aspect of your apprenticeship to the Education & Skills Funding Agency's apprenticeship service helpline. (see column right for details) 	University complaints contact: Name: Role: Telephone: Email:	<u>ESFA Complaints Policy</u> <u>Student Complaints Policy</u>

Key Processes and Policies	Process	First Point of Contact Name, Role, Email, Phone	Reference Document or Policy Link
	<ul style="list-style-type: none"> Apprentices and employers can also make a complaint about the University to the Office of the Independent Adjudicator. You must check their guidance about the scope of their complaints process (see column right for details) 	Apprenticeship Service Support: 0800 150 600 helpdesk@manage-apprenticeships.service.gov.uk	Employer Complaints Procedure Office of the Independent Adjudicator Complaints Process

SECTION 3: Roles and Responsibilities

This Roles & Responsibilities summary confirms that accountabilities for a successful apprenticeship are shared equally by the employer, apprentice and university. These roles and responsibilities are intended to support the apprentice throughout their apprenticeship to successful completion.

3.1. By signing this document, the Apprentice agrees to:

- Confirm, by signing this Training Plan, that they are paid at least the legal wage for their age and that their contract of employment extends to at least the planned completion date of their end point assessment.
- Confirm that they are not undertaking another apprenticeship or other Department for Education funded programme at the same time as the apprenticeship covered by this Training Plan and have not been asked to contribute to the cost of their training and assessment for their apprenticeship (including through a student loan)
- Confirm that their employer has agreed that all training and end point assessment set out in the learning plan at Annex A and as required to complete this apprenticeship, including time required to complete English and Maths learning where needed, will be undertaken during their paid working hours
- Work with their employer and academic mentor to ensure that the individual learning plan set out in Annex A is achieved within working time paid hours as set out in the Apprenticeship Funding Rules. This includes undertaking learning activities towards their apprenticeship at least once every four weeks and where needed, working with their employer and the university to identify additional learning activities needed to support their learning objectives or achieve the minimum hours required for this apprenticeship. This will be reflected in an updated Individual Learning Plan in Annex A
- This also means that the apprentice must immediately inform their employer and the University if they are absent for any element of their planned off the job learning (see section 2 above for the process) and ensure that this learning is rescheduled and achieved as quickly as possible.
- Maintain an up to date and accurate record of off the job learning hours, submitted to the University when requested and shared as part of the Tri-partite reviews as set out in section 2. above
- Manage their own learning and, with support from their employer and academic mentor, work to meet the targets and timelines needed to complete the apprenticeship training by the planned end date,
- Understand that not undertaking some learning activity at least every four weeks requires the University to place the apprentice on a formal break in learning to pause the apprenticeship which may result in the university having to extending the duration of the apprenticeship.
- Undertake the end point assessment, and should this be needed, participate in any further training prior to resitting the end-point assessment

- j. *Contribute to reviews with the employer and academic mentor to track progress and success in meeting apprenticeship milestones, and agree any changes needed to the learning plan to address performance or support enhanced learning opportunities*
- k. *Inform the University and their employer if personal circumstances change that will affect completion of the apprenticeship, accuracy of personal details held by the university or that will change the planned end date of the apprenticeship*
- l. *Proactively identify any issues or barriers to successful completion of this apprenticeship and raise these quickly with their employer and academic mentor, working with both to implement any action needed*
- m. *Raise any queries or complaints regarding the apprenticeship through the university process, and to the ESFA where needed as set out in section 2.*
- n. *Agree with the employer and University when learning is complete, and they are ready to undertake the End-point Assessment*
- o. *Participate in course feedback and apprenticeship evaluation to support the continuous improvement of the programme for current and future apprentices.*
- p. *Take opportunities that arise to support other current and future apprentices to benefit from their apprenticeship*

3.2 By signing this document, the Employer and the apprentice's day to day manager agrees to:

- a. *Confirm, by signing this Training Plan , that their apprentice is paid at least the legal wage for their age and that their contract of employment extends to at least the apprentice's planned end point assessment completion date. Should the apprentice withdraw from their apprenticeship, or their apprenticeship ceases for any reason but they remain in employment, the employer must ensure that the apprentice's wages are, where needed, updated to meet the legal wage for their age.*
- b. *Confirm that their apprentice is not undertaking another apprenticeship or other Department for Education funded programme at the same time as the apprenticeship covered by this Training Plan , and that their apprentice has not been asked to contribute to the cost of their training and assessment for their apprenticeship (including through a student loan).*
- c. *Confirm, by signing this agreement, that all training and end point assessment set out in the learning plan at Annex A and as required to complete this apprenticeship, including time required to complete English and Maths learning where needed, will be undertaken during the apprentice's paid working hours and that this has been communicated and confirmed to their apprentice. If this is not possible, time off in lieu or compensation to the equivalent salary will be provided and this evidence forwarded to the university.*
- d. *Provide a working environment that meets current health and safety and employment wages legislation to enable their apprentice to work and learn safely for the duration of the apprenticeship.*
- e. *Work with their apprentice and the University to deliver the individual learning plan set out in Annex A, providing the apprentice with access to the on the job knowledge, skills and experience, resources and opportunities needed to achieve this apprenticeship. This includes undertaking learning activities towards their apprenticeship at least once every four weeks and, where needed, working with the apprentice and the university to identify additional learning activities needed to support the apprentice's learning objectives or to achieve the minimum hours required for this apprenticeship. This will be reflected in an updated Individual Learning Plan in Annex A.*
- f. *Support the University to comply with funding rules and collate evidence to confirm ongoing apprentice and apprenticeship eligibility for funding.*
- g. *Ensure that the apprentice has time to complete the off the job learning elements which are required for their apprenticeship within the apprentice's paid working hours. This is a requirement for this apprenticeship to remain eligible for funding.*
- h. *This also means that the employer must check that the University is aware when their apprentice is absent for any element of their planned off the job learning (see 1.4 above for the process) and ensure that the apprentice is able to take the time within their paid hours after their return to complete the rescheduled off the job learning.*

- i. Support the apprentice to manage their own learning, and provide appropriate support and supervision in their typical working day to meet the requirements of this apprenticeship
- j. Enable the line manager and/or academic mentor to support and guide this apprentice to carry out their day to day role and to meet the targets and timelines needed to complete the apprenticeship by the planned end date
- k. Attend and contribute to reviews with the apprentice and University, providing evidence and feedback on progress at work and success in meeting apprenticeship milestones, evidence of their off the job learning, and agree any changes needed to the learning plan supporting the apprentice to address performance or access enhanced learning opportunities
- l. Ensure that the apprentice attends and participates in the learning planned for this apprenticeship, to meet the off the job learning requirements for this apprenticeship programme set out in Annex A and Section 1.3 are achieved within working time paid hours as set out in the Apprenticeship Funding Rules
- m. Ensure that the apprentice maintains an up to date and accurate record of their off the job learning hours, submitted to the University when requested and shared as part of the Tri-partite reviews as set out in section 2. above . This evidence is a requirement for this apprenticeship to remain eligible for funding
- n. Inform the University promptly if there are organisational or apprentice circumstance changes that will affect completion of the apprenticeship or change the planned end date, including when the apprentice withdraws or is withdrawn from the apprenticeship or where the apprentice will be absent for over 4 weeks. This is particularly important where the apprentice is taking including maternity / adoption / shared parental leave but will be using KIT / SPLIT days to continue off-the-job training.
- o. Make timely and accurate entries in the employer apprenticeship service account, and where relevant make timely contribution payments to ensure that provider payments are triggered
- p. Proactively identify any issues or barriers to successful completion of this apprenticeship and raise these quickly with the University and apprentice, working to implement any action needed
- q. Seek to resolve any queries or complaints regarding the apprenticeship through the University process, and to the ESFA where needed as set out in section 1.
- r. Understand that if the apprentice does not undertake some learning activity at least every four weeks, this requires the university to place the apprentice on a formal break in learning to pause the apprenticeship which may result in the university having to extend the duration of the apprenticeship. Where this is necessary the Apprenticeship Agreement and Training Plan must also be updated.
- s. Agree with the apprentice and University when learning is complete, and the apprentice is ready to undertake the End-point Assessment
- t. Ensure that the apprentice undertakes the end point assessment, and should this be needed, participates in any further training prior to resitting the end-point assessment,
- u. Participate in course feedback, impact assessment and evaluation to support the continuous improvement of the programme for apprentices and employers
- v. Take opportunities to promote and publicise the successful completion of this apprenticeship and the benefits of the apprenticeship programme

3.3 By signing this document, the University and any subcontractor ⁹delivering any part of this apprenticeship agrees to:

- a. Confirm that all elements included in the apprenticeship training and assessment price and set out in the learning plan for this apprentice in annex A are eligible for funding as set out in the apprenticeship Funding Rules.

⁹ every subcontractor holding a contract for delivery of training as part of this apprenticeship is bound by this commitment

- b. *Provide a learning environment that meets current health and safety legislation to enable the apprentice to learn safely for the duration of the apprenticeship*
- c. *Work with the apprentice and employer to comply with the apprenticeship funding rules, providing an evidence pack that confirms eligibility for funding*
- d. *Provide an induction programme, that explains the Individual Learning Plan set out at Annex A and key university and apprenticeship policies and offer support and guidance throughout the apprenticeship programme.*
- e. *Work with the employer and their apprentice to maintain a current and accurate Training Plan and Individual Learning Plan based on the needs of the apprentice.*
- f. *Work with the apprentice and their employer to deliver the individual learning plan set out in Annex A, providing the apprentice with access to the off the job knowledge, skills and experience, resources and opportunities at least once every four weeks as required to achieve this apprenticeship. This includes, where needed, working with the apprentice and the university to update the Individual Learning Plan in Annex A and identify additional learning activities needed to support the apprentice's learning objectives or achieve the hours required by this apprenticeship.*
- g. *Support the apprentice to manage their own learning, by ensuring sufficient resources, support, access to materials in their typical working day to meet the off the job requirements of this apprenticeship, including undertaking the end point assessment. This also means that when the apprentice is absent during a planned off the job learning element (see 1.4 above for the process), the University must work with the employer and apprentice to reschedule this learning and ensure that the apprentice can complete the off the job learning set out in Annex A*
- h. *Enable the line manager and/or workplace mentor to support and guide this apprentice, to carry out their day to day role and to meet the targets and timelines needed to complete the apprenticeship by the planned end date by providing a summary of off the job and on the job learning needed, contained at Annex A*
- i. *Manage and oversee the delivery led by the subcontractors identified in section 1*
- j. *Lead reviews with the apprentice and employer, providing evidence and feedback on progress to track success in meeting apprenticeship milestones, and agree any changes needed to the learning plan to support the apprentice to address performance or access enhanced learning opportunities*
- k. *Track attendance and participation to meet the off the job learning requirements for this apprenticeship programme and inform the employer where the apprentice is absent from planned sessions*
- l. *Provide the apprentice with the means to maintain an up to date and accurate record of their off the job learning hours and ensure that this is reviewed at every Tri-partite review.*
- m. *As soon as the progress reviews and supporting evidence indicates that the training period may be completed ahead of schedule, or require additional time, the university will propose revisions to the learning plan and if agreed, update the Training Plan and reissue to all signatories.*
- n. *Where this results in completion in less than the initial agreed off the job learning hours (or more), the University will produce a statement summarising the volume changes, for agreement by employer and apprentice that this learning has been sufficient*
- o. *Use apprentice and employer data only for the purposes and in accordance with the University and ESFA Privacy Statements*
- p. *Inform the employer if there are changes that will affect completion of the apprenticeship or change the planned end date*
- q. *Make timely and accurate entries into the ILR to ensure that employer apprenticeship service accounts are accurate payments are triggered promptly*
- r. *Proactively identify any issues or barriers to successful completion of this apprenticeship arising from university, employer or apprentice and raise these quickly with the employer or apprentice, working to implement any action needed*
- s. *Seek to resolve any queries or complaints regarding the apprenticeship through the university process, supporting the apprentice or employer to escalate to the ESFA where needed as set out in section 1.*

- t. Where the apprentice does not undertake some learning activity at least every four weeks, place the apprentice on a formal break in learning to pause the apprenticeship and this may result in an extension to the duration of the apprenticeship. Where this is necessary the Apprenticeship Agreement and Training Plan must also be updated.*
- u. Agree with the apprentice and University when learning is complete, and the apprentice is ready to undertake the End-point Assessment*
- v. Provide certification required as part of the apprenticeship*
- w. Where needed, provide a 'Record of Achievement' for part completion of an apprenticeship*
- x. Enable employer and apprentice participation in course feedback, impact assessment and evaluation to support the continuous improvement of the programme for apprentices and employers and take action on this feedback*
- y. Take opportunities to promote and publicise impact and success for employer, apprentice and the wider apprenticeship programme*

ANNEX A: Individual Learning Plan

Your Apprenticeship Individual Learning Plan sets out the individual elements and modules within your apprenticeship that have been designed to meet your particular learning objectives and meet the knowledge and skills gaps identified in your Initial Assessment, and takes account of any recognition of prior learning identified and agreed during this process - This Training Plan does not include any content that has been identified and agreed with the employer as relevant prior learning

. This section also includes, where relevant, the plan for English & maths (B2), Your end point assessment schedule (section B3) and any additional learning support and reasonable adjustment plans (Section B1) agreed as part of this apprenticeship. If there are any changes to the planned learning schedule to reflect progress, this document needs to be updated, signed by all parties and reissued by the university so that the Training Plan remains an up to date plan and record of the apprenticeship content and journey.

As part of your apprenticeship, you and your employer agree to set aside time for you to participate in the off the job learning scheduled in section A and B, at least every four weeks, away from your usual work tasks but during your normal working paid time. Your off the job learning is complemented by the time you spend learning on the job, and both combine to provide you with the knowledge and skills, and the practice needed to demonstrate competency in your role preparing you for your End-point Assessment.

The number of hours off the job learning that have been scheduled for you are set out in section 1 and detailed in your learning plan at Annex A. Your Individual Learning Plan below highlights when, and in which modules, this planned off the job learning will take place, and how many hours you might expect to spend on each element. This will enable you to plan for this time in advance. You must maintain an up to date record of your off the job learning hours, showing how this has contributed and to track whether your time spent in off the job learning is on schedule. If you are unable to complete some learning activity at least every 4weeks the university is required to pause your apprenticeship for this period and may need to extend the duration of your apprenticeship. During your apprenticeship we may also need to agree additional off the job activity to support your learning, or to ensure that at least 6 hours of learning for every week of your apprenticeship have taken place. This, with your off the job hours and progress towards your knowledge, skills and behaviours will be discussed and agreed with you and your employer as part of your regular Tripartite progress review meetings.

Apprenticeship Delivery Summary

We will conduct Tri-partite Progress Reviews every 12 weeks face to face or online with the apprentice and their line manager. It is a requirement that apprentices maintain an up to date record of all off the job learning activities towards their apprenticeship which the university can use as evidence that the hours required for this apprenticeship have been achieved.

Your specific learning plan based on the outcomes of your Initial Assessments is set out in Annex A

Annex A – Occupational Knowledge Skills and Experience Individual Learning Plan ¹⁰

Summary of Recognised Prior learning, outcomes from the Initial assessment and their impact on the Individual Learning Plan

¹⁰ It should be clear which elements of the Training Plan have been used towards the Training Plan and which have not. The total planned number of off-the-job training hours is included in section 1.3 This must reach at least the required minimum – 6 hours for every week duration of the apprenticeship not including statutory leave of 5.6 weeks

General outcomes from the Initial Assessment / actions arising from the Initial Assessment Example: some relevant and recent experiences from the current role in [KSB] skill xxx and xx and xx which maps to learning in module Y but requires more grounding in the KSB [knowledge area xxxx] to pass the summative assessment / reach competence here or qualify for an exemption. Other KSBs covered by modules areas are new areas of learning. No exemptions applicable.			Off the Job Learning Hours Exempted Total
EXEMPTED Component Activities - Module Title	Exempted Time : Start Date	Exempted Time : End date	0
			0

Individual Learning Plan

Component Activities - Module Title and Topic	Planned Start Date	Activities / Modes/ Milestones /Progress Reviews	Delivery Organisation	Total Planned Learning Hours	Planned Off the Job Learning Hours
				0	0
				0	0

Section B – Other Apprenticeship Plans

This section of the Training Plan summarises the additional elements of the apprenticeship delivery where these have been identified as part of your Individual Learning Plan.

Section B.1 – Additional Learning Support Plan / Reasonable Adjustment Plan

Need Identified	Action Plan / Impact on the Individual Learning Plan	Delivery Organisation

Section B.2 - End Point Assessment Plan

EPA Activities	Estimated Start Date	Estimated End Date	EPAO Organisation
[set out each of the elements of the EPA e.g. multi choice 50 question exam, professional discussion, 10000 word dissertation]			

Section B.3 – English & Maths End Point Assessment Plan

Plan		Estimated Start Date	Estimated End Date	Training Provider Organisation
English	<input type="checkbox"/> Not Applicable			
Maths	<input type="checkbox"/> Not Applicable			

DOCUMENT CONTROL:

Document Tracker	Version no. & Date	Document name	Changes since previous version	Date circulated
This document is:				
Previous Version				
Previous Version				

Schedule 3

Data Protection Schedule

1. DEFINITIONS

In this Schedule 3 the following definitions shall apply:

"Applicable Law"	means all applicable laws, statutes, enactments, regulations, declarations decrees, directives, legislative enactments, orders, binding decisions of a competent Court or Tribunal, regulations, rules, regulatory policies, guidelines, codes, other binding restrictions, regulatory permits and licences applicable under law which are in force from time to time during the term of the Agreement, including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body to which a Party is subject from time to time as the same are amended, consolidated, modified, re-enacted or replaced;
"Controller"	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
"Data Exporter"	means a Party making or proposing to make a transfer of Personal Data which is a Restricted Transfer;
"Data Importer"	means a Party in receipt of Personal Data as a result of a Restricted Transfer;
"Data Originator"	means the Party from whom the Shared Data originates;
"Data Processing Particulars"	means, in relation to any Processing under this Agreement: <ol style="list-style-type: none"> the subject matter and duration of the Processing; the nature and purpose of the Processing; the type of Personal Data being Processed; and the categories of Data Subjects; as set out in Appendix 1;
"Data Protection Impact Assessment"	means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data which includes as a minimum: <ol style="list-style-type: none"> a systematic description of the envisaged Processing and the purposes of the Processing, including, where applicable, the legitimate interest for which the Processing is carried out; an assessment of the necessity and proportionality of the Processing operations in relation to the purposes pursued; an assessment of the risks to the rights and freedoms of Data Subjects; and the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and to demonstrate compliance with the Data Protection Laws;
"Data Protection Laws"	means: <ol style="list-style-type: none"> any Applicable Law to which a Party is subject from time to time in any territory in which they Process Personal Data and which relates to the protection of individuals with regards to the Processing of Personal Data and privacy rights, including without limitation the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area ("EEA") and in relation to the United Kingdom ("UK") the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586), as amended to be referred to as PECR, DPA 2018 and the UK GDPR respectively, as the same are

	amended, consolidated, modified, re-enacted or replaced from time to time;
	(b) any code of practice or guidance published by a Regulator from time to time; and/or
	(c) any binding pronouncements (including findings, orders, decisions and/or judgements) issued by a Regulator or a court;
"Data Subject"	means an identified or identifiable natural person to whom Personal Data relates, regardless of whether the person can be identified directly or indirectly;
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his/her rights under the Data Protection Laws including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
"Data Transfer Agreement"	means as applicable: <ul style="list-style-type: none"> (a) the standard contractual clauses approved by the European Commission for the transfer of Personal Data to third countries issued by the European Commission Decision of 4 June 2021, as amended, varied, supplemented or substituted from time to time, as applicable in respect of transfers of Personal Data from Controllers or Processors in the EEA to Controllers or Processors in Restricted Countries; (b) the addendum approved by the UK Information Commissioner's Office as amended, varied, supplemented or substituted from time to time; (c) the standard contractual clauses adopted by the government of the United Kingdom, or approved by the government of the United Kingdom as updated, replaced, consolidated and/or amended from time to time, for transfers of Personal Data from Controllers or Processors in the UK to Controllers or Processors in Restricted Countries; or (d) any standard contractual clauses adopted under the Applicable Laws to which a Data Exporter is subject, as updated, replaced, consolidated and/or amended from time to time, for transfers of Personal Data from a Data Exporter to Controllers or Processors in Restricted Countries;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"Government Access"	means: <ul style="list-style-type: none"> (a) a request for disclosure of Shared Data (which has been transferred in accordance with Paragraph 2.5) by a public authority under the laws of the country of destination; or (b) where the Data Importer is aware of direct access to Shared Data (which has been transferred in accordance with Paragraph 2.5) by a public authority under the laws of the country of destination;
"Group"	means in respect of either Party, that Party, its holding company, its subsidiaries and any other direct or indirect holding company or subsidiary from time to time of such holding company or subsidiary;
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of processing of Personal Data;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including

	notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Permitted Recipients"	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix 1 (Data Processing Particulars);
"Personal Data"	means any information relating to a Data Subject, including but not limited to any Special Category Personal Data and data relating to criminal convictions and offences;
"Personal Data Breach"	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed and, for the avoidance of doubt, includes a breach of Paragraph 2.5.2 (h);
"Personnel"	means all persons engaged or employed from time to time by the Employer in connection with this Agreement, including employees, consultants, contractors and permitted agents from time to time;
"Process"	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction; (and "Processing" and "Processed" shall be construed accordingly);
"Processor"	means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller;
"Regulator"	means any local or national agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering, providing guidance on, supervising and enforcing Data Protection Laws, including in the United Kingdom the Information Commissioner's Office, or any successor or replacement body from time to time;
"Regulator Correspondence"	means any correspondence or communication (whether written or verbal) from a Regulator in relation to the Processing of Personal Data;
"Restricted Country"	means a country, territory or jurisdiction which: (i) is not covered by an adequacy determination by a competent authority with jurisdiction over the Data Exporter; (ii) or otherwise in relation to which a transfer restriction applies under the Applicable Laws of the Data Exporter;
"Restricted Transfer"	means: <ul style="list-style-type: none"> (a) a transfer of Shared Data to a Restricted Country; or (b) an onward transfer from a Data Importer to a third party, in each case where such transfer would be prohibited by Data Protection Laws of the Data Exporter in the absence of a legal transfer mechanism permitted by the Data Protection Laws;
"Security Requirements"	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws including, in particular: <ul style="list-style-type: none"> (a) a requirement to only Process Personal Data in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures; (b) a requirement to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The appropriate level of security shall be assessed

	by taking into account the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed;
"Shared Data"	means the Personal Data shared between the Parties under, or in connection with, this Agreement (such Personal Data is more particularly described in Appendix 1 (Data Processing Particulars));
"Special Category Personal Data"	means information which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, and data concerning health or a person's sex life or sexual orientation;
"Sub-Processor"	means any third party Processor appointed by the Employer (including a sub-contractor or any Group company or affiliate, or any Data Importer) to Process the Shared Data on its behalf in connection with the Services (including any sub-Processors of such Sub-Processor) and "Sub-Processing" relates to Processing carried out by a Sub-Processor; and
"Third Party Request"	means a written request from any third party for disclosure of (or access to) Shared Data, including a Data Subject Request (or purported Data Subject Request), a request to rectify, block or erase any Personal Data, any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation, a Government Access request or otherwise, where compliance with such request is required or purported to be required by Applicable Law.

1. DATA PROTECTION

1.1 Arrangement Between the Parties

1.1.1 The Parties each acknowledge and agree that the factual arrangements between them dictate the classification and role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:

- (a) the Parties shall each Process the Shared Data;
 - (b) each Party shall act as a Controller in respect of the Processing of the Shared Data on its own behalf and in particular each shall be a Controller of the Shared Data acting individually and in common, as follows:
 - (i) the University shall be a Controller where it is Processing the Shared Data in relation to Apprentices for the purpose of teaching and assessing Apprentices and all aspects of the Apprenticeship; and
 - (ii) the Employer shall be a Controller where it is Processing the Shared Data in relation to Apprentices for the purpose of their employment and all aspect of the Apprenticeship
- 1.1.2 Notwithstanding Paragraph 1.1.1(b), if either Party is deemed to be a Joint Controller with the other in relation to the Shared Data, the Parties agree that they shall:

- (a) be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 1.5.2(h) where Shared Data has been transmitted by it, or while Shared Data is in its possession or control; and
- (b) acting reasonably and in good faith seek by way of variation or additional agreement or arrangement, to document the parties' respective obligations in accordance with Data Protection Laws (particularly in respect of communications with Data Subjects, third parties and a Regulator, including in respect of transparency requirements and notification obligations).

1.2 Each of the Parties acknowledges and agrees that Appendix 1 (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.

1.3 Each of the Parties acknowledges that:

1.3.1 the Data Protection Officer for the University is Nicola Cárdenas Blanco (n.k.c.blanco@bham.ac.uk); and

1.3.2 the Data Protection Officer for the Employer is [Rob Sargent].

1.4 Contact Data

1.4.1 Notwithstanding Paragraph 1.1 the Parties each acknowledge and agree that they may need to Process Personal Data in relation to each Party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Agreement and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective regulatory obligations.

1.4.2 Each Party shall Process such Personal Data for the purposes set out in Paragraph 1.4.1 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with members of their Group and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Paragraph 1.4.1, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.

1.5 Data Controller Obligations

1.5.1 Each Party shall in relation to the Processing of the Shared Data comply at all times with its respective obligations under the Data Protection Laws.

1.5.2 Without limiting the generality of the obligation set out in Paragraph 1.5.1, in particular, each Party shall:

(a) only Process the Shared Data for the purposes of providing the Services or taking the benefit of the Services (as applicable) or otherwise in accordance with the terms of this Agreement;

(b) where required to do so make due notification and make all payments due (as applicable) to the Regulator;

(c) ensure it is not subject to any prohibition or restriction which would:

(i) prevent or restrict it from disclosing or transferring the Shared Data to the other Party as required under this Agreement;

(ii) prevent or restrict it from granting the other Party access to the Shared Data as required under this Agreement; or

(iii) prevent or restrict either Party from Processing the Shared Data, as envisaged under this Agreement;

(d) ensure that all fair Processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Shared Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws. For the avoidance of doubt the University does not warrant to the Employer that any use of the Shared Data outside the scope of this Agreement shall be compliant with the Data Protection Laws.

(e) maintain complete and accurate records and information to demonstrate its compliance with this Paragraph 1.5 (Data Controller Obligations);

(f) work together (acting reasonably and in good faith) in the preparation of any Data Protection Impact Assessment (where applicable) prior to commencing any Processing and continue to review the requirement for any Data Protection Impact Assessments should there be a change in the intended purpose for the Processing of the Personal Data;

(g) ensure that the Shared Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable the other Party to Process such Shared Data as envisaged under this Agreement;

(h) ensure that appropriate technical and organisational security measures are in place sufficient to comply with:

(i) at least the obligations imposed on the Controller by the Security Requirements; and and at any time where requested provide to the other Party evidence of its compliance with such requirements promptly[, and in any event within forty-eight (48) hours of the request;

(i) notify the other Party promptly, and in any event within [forty-eight (48)] hours of receipt of any Third Party Requestor Regulator Correspondence which relates directly or indirectly to the Processing of the Shared Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Third Party Request or Regulator Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 1.5.2(i), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Third Party Request or Regulator Correspondence. [Where acting as a Joint Controller, the Party who has provided the notice (and/or as applicable obtained the necessary consent(s)) pursuant to Paragraph 1.5.2(d) shall be responsible

for responding to a Third Party Request or Regulator correspondence and the other Party shall provide all such reasonable assistance as may be required];

(j) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Shared Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;

(k) notify the other Party in writing without undue delay (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected or threatened Personal Data Breach in relation to the Shared Data received from the other Party ("Data Loss Event") and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):

(i) seek to recover the compromised data as soon as practicable and implement any measures necessary to restore the security of the compromised Shared Data;

(ii) promptly provide the other Party with a report containing details about the nature of the Data Loss Event and provide the other Party with further information in phases, as details become available;

(iii) investigate the incident and its cause;

(iv) support the other Party to make any required notifications to the Regulator and/or other relevant regulatory body and affected Data Subjects. [Where acting as a Joint Controller;

(1) the Party who has suffered the actual or suspected Data Loss Event shall be responsible (with the support of the other joint Controller(s)) for making any required notification to a Regulator; and

(2) the Party who has provided the notice (and/or as applicable obtained the necessary consent(s)) pursuant to Paragraph 1.5.2(d) shall be responsible (with the support of the other joint Controller(s)) for making any required notification to affected Data Subjects; and

(v) co-ordinate with the other Party the management of public relations and public statements relating to the incident. For the avoidance of doubt the Employer shall make no public statement in relation to the incident without the prior written approval of the University.

(l) take reasonable steps to ensure the reliability of and adequate training of any of its Personnel who have access to the Shared Data;

(m) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;

(n) not transfer any Shared Data it is processing to a Restricted Country except in accordance with Paragraph 3;

(o) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;

1.6 Each Party will transfer Shared Data to the other in a format agreed between the Parties, which shall apply to each and every occasion that Shared Data is transferred between the Parties, unless agreed otherwise between the Parties.

1.7 Where acting as a Controller or Joint Controller, before further sharing the Shared Data with a:

1.7.1 Sub-Processor, the Employer must (and shall ensure any Sub-Processor must) comply with the obligations set out in Paragraph 2;

1.7.2 third party where such party shall act as a Controller, the Employer must obtain the consent of the University and enter into an appropriate data sharing agreement with the third party and ensure such third party meets the requirements of the Data Protection Laws and only uses the Shared Data for the purposes permitted and set out in this Agreement.

1.8 Except as otherwise provided, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any intellectual property rights in any Personal Data.

2. APPOINTING SUB-PROCESSORS

2.1 The Employer shall not sub-contract the performance of any of its obligations under this Agreement without the prior written consent of the University.

3. INTERNATIONAL TRANSFERS

3.1 The Employer shall not and shall ensure that no Sub-Processor shall make a Restricted Transfer without the prior written consent of the University and without taking such measures as are necessary to ensure the transfer is in compliance with Data Protection Laws, including where required by the University entering into an appropriate Data Transfer Agreement.

3.2 Where the Employer or its Sub-Processor wishes to make a Restricted Transfer the following provisions shall apply:

3.2.1 The Employer shall submit a written request (at its own cost) to the University for its written approval which shall set out the following details:

- (a) the intended recipient (Data Importer) and any other parties with whom Shared Data would be shared;
- (b) the proposed Shared Data which will be transferred and/or Processed;
- (c) the proposed country or countries to which Shared Data will be transferred and/or Processed in;
- (d) the proposed transfer, including duration, scale and regularity of the transfer, the length of any onward Processing chain and the number of actors involved and the transmission channels;
- (e) information on the Applicable Laws of the importing country(ies) which apply to the Data Importer and practices of the importing country(ies) which could potentially impinge on the Data Importer's ability to meet the terms of the Data Transfer Agreement, along with information on the Data Importer's process in responding to a Third Party Request;
- (f) without limiting Paragraph 3.2.1(e), how the Employer will ensure that the Data Subjects have enforceable rights and effective legal remedies;
- (g) any Government Access made to the Data Importer or those third parties with whom the Data Importer may/shall onward share Shared Data; and
- (h) the results of a Data Protection Impact Assessment (where applicable).

3.2.2 In seeking such approval the Employer shall ensure that it has regard to and complies with current government and Regulator policies, procedures, guidance and codes of practice on, and any approval processes in connection with the Processing and transfers of Personal Data to a Restricted Country.

3.2.3 If any of the requirements in Paragraph 3.2.1 and/or 3.2.2 cannot be met no Restricted Transfer shall be permitted.

3.2.4 Where consent is granted by the University pursuant to Paragraphs 3.2.1 and 3.2.2, the Employer shall comply with such other instructions and shall carry out such other actions as the University may notify in writing, including without limitation:

- (a) the execution by the University (as Data Exporter) and the Employer (as Data Importer) of a Data Transfer Agreement and the incorporation of such Data Transfer Agreement into this Agreement;
- (b) in the case of a Sub-Processor acting as Data Importer, the Employer procuring that the Data Importer enters into a data processing agreement with the Employer which shall meet the requirements of the Data Protection Laws and the Data Importer shall have no right to transfer the Shared Data to any other third party or otherwise transfer the Shared Data outside of the recipient country except for transfers back to the Employer or the University, and which shall incorporate a Data Transfer Agreement;
- (c) in the case of a Sub-Processor acting as a Controller and Data Importer, the Employer procuring that the Data Importer enters into a data sharing agreement with the Employer which are equivalent to those agreed between the University and the Employer relating to the relevant Shared Data transfer save that the Data Importer shall have no right to transfer the Shared Data to any other third party or otherwise transfer the Shared Data outside of the recipient country except for transfers back to the Employer or the University and meet the requirements of the Data Protection Laws and which shall incorporate a Data Transfer Agreement;

and in each case which shall include the technical and organisational measures which the University deems necessary for the purpose of protection of the Shared Data and ensuring that the Data Subjects have enforceable rights and effective remedies;

3.2.5 Where consent is granted by the University pursuant to Paragraph 3.1. and 3.2, the Employer shall ensure there are no changes to the Processing locations or onwards transfers of Shared Data to any other locations, without seeking the University's prior written consent in accordance with this Paragraph 3 which may be subject to such measures as the University deems necessary for the purpose of protecting the Shared Data and ensuring that the Data Subjects have enforceable rights and effective remedies.

3.2.6 the Employer agrees that any liabilities, costs, expenses, damages and Losses incurred by the University as a result of a breach of any Data Transfer Agreement by a Data Importer (a "Data Export Loss") will be recoverable by the University from the Employer as if such Data Export Loss had been caused by the Employer's own acts or omissions.

3.3 Nothing in this Agreement is intended to undermine or conflict with any terms of the relevant Data Transfer Agreement. In the event of any conflict, the terms of the Data Transfer Agreement shall prevail.

3.4 Third Party Requests

3.4.1 Where the Employer or any Sub-Processor or any of their Sub-Processors, in each case who receive the Shared Data as part of a Restricted Transfer, or any other third party recipients of the Shared Data receive a Third Party Request or becomes aware of Government Access in relation to the Shared Data transferred to it (the "Receiving Party"), the Employer shall, unless prohibited by Applicable Law from doing so, promptly (and in any event within forty-eight (48) hours) notify the University and provide all information available to it (including in the case of a Third Party Request, the requesting authority, legal basis for the request and any initial response provided).

3.4.2 Where the Receiving Party is prohibited by Applicable Law from notifying the University of a Third Party Request or Government Access, it shall use its best efforts to obtain a waiver of the prohibition to notify the University and communicate to any entity requesting such disclosure the following message: "The information you wish to access is the legal responsibility of The University of Birmingham ("the Controller"). The Controller requests in the strongest terms that, before any further steps are taken, you consult the Controller urgently by contacting the Controller's Data Protection Officer.

3.4.3 In the event of a request or access referred to in Paragraph 3.4.2, the Receiving Party shall:

(a) review the legality of the request and exhaust all remedies to challenge the request if it concludes there are grounds under the Applicable Laws of the country of receipt to do so. No disclosure shall be made until required under applicable procedural rules;

(b) document its assessment and challenge of the request for disclosure and to the extent permitted under the Applicable Laws of the Data Importer make this available to the University and a Regulator promptly upon request from the University; and

(c) only provide the minimum amount of information possible, based on a reasonable interpretation of the request, including, without limitation, redacting any of the University's confidential information and Shared Data which is not necessary for the purposes of the request.

3.5 In any event, if the request is made to a Data Importer, which as a result of the Third Party Request is no longer able to comply with the Data Transfer Agreement, the Employer shall and shall procure that any Sub-Processor shall notify the University of such inability.

3.6 The Employer shall ensure the obligations set out in this Paragraph 3 are included within the applicable data processing or sharing agreements it has with any other Receiving Party.

3.7 Where the Employer reasonably believes it is obliged under Applicable Law or a Data Transfer Agreement to notify a Regulator or Data Subjects of any Third Party Request or any other compliance breach under Data Protection Laws, the Employer shall seek the consent of the University (which shall not be unreasonably withheld).

4. RECOVERABLE LOSS AND COMPENSATION

4.1 Nothing in this Agreement shall prevent the University from recovering any Losses it incurs in relation to:

4.1.1 legal fees, on a solicitor/client basis;

4.1.2 other professional charges and expenses;

4.1.3 disbursements;

4.1.4 costs of investigation including forensic investigation;

4.1.5 cost of breach notification, including notifications to Data Subjects, Regulator(s) or any other parties including listing authorities whether notification is required under Applicable Law or otherwise made in the reasonable belief that notification is necessary;

4.1.6 cost of complaints handling, including providing Data Subjects with credit and/or fraud monitoring services and/or credit reference checks, setting up contact centres (e.g. call centres), and making ex gratia payments;

4.1.7 costs of claims;

4.1.8 cost of litigation;

4.1.9 costs of settlement, including ex gratia payments;

4.1.10 judgment interest; and

4.1.11 penalties, including fines.

4.2 To the extent that the Employer has an entitlement under Data Protection Laws to claim from the University compensation paid by the Employer to a Data Subject or third party as a result of a breach

of Data Protection Laws (in full or in part) by the University, the University shall be liable only for such amount as directly relates to the University's responsibility for any damage caused to the relevant Data Subject or third party. For the avoidance of doubt the University shall only be liable to make payment to the Employer under this Paragraph 4.2, upon receipt of evidence from the Employer, which shall be to the University's reasonable satisfaction and that clearly demonstrates:

4.2.1 that the University has breached Data Protection Laws;

4.2.2 that such breach contributed (in part or in full) to the harm caused entitling the relevant Data Subject or third party to receive compensation in accordance with Data Protection Laws; and

4.3 the proportion of responsibility for the harm caused to the relevant Data Subject or third party which is attributable to the University.

5. TERMINATION

5.1 Notwithstanding anything in this Agreement to the contrary, this Schedule 3 (Data Protection) shall continue in full force and effect for so long as either Party Processes any Shared Data received from the other Party.

5.2 In the case of any non-compliance by the Employer or any Sub-Processor with any of the obligations under this Agreement, the Data Protection Laws, the University may, by giving written notice unilaterally:

5.2.1 immediately terminate this Agreement; and/or

5.2.2 suspend any data submission under this Agreement; and/or

5.2.3 require the Employer to cease or suspend any Processing of Shared Data including in specific locations or by specific Sub-Processors.

6. AMENDMENTS

6.1 The Parties acknowledge at the date of this Agreement, the Data Protection Laws are subject to change and consultation, Regulatory guidance consultations in respect of Data Transfer Agreements associated supplementary measures to ensure international transfer rights and compliance matters arising under Articles 28, 46 and 47 of the GDPR/UK GDPR. The Parties acknowledge it may be necessary for the University unilaterally to amend this Agreement, upon written notice to the Employer, to ensure the University's continued compliance with Applicable Law.

6.2 If at any time, in the University's opinion, it needs to amend this Agreement in order to comply with its obligations under Applicable Law, the Employer agrees:

6.2.1 where permitted by Applicable Law, the University may, at any time by giving the Employer thirty (30) days' notice, unilaterally:

(a) replace or require the replacement of any Data Transfer Agreement entered into in connection with this Agreement with any amended or updated version of those clauses approved under Data Protection Laws or other applicable data transfer mechanism which is or may become available (including any standard clauses forming part of an applicable code of conduct or certification scheme) with such details of the transfers as necessary completed by the University;

(b) amend this Agreement to ensure (in its opinion) that any Restricted Transfers or related Processing comply with Data Protection Laws including further to any judgment of an applicable court or guidance issued by a competent Regulator;

6.2.2 where execution of a document is required under Data Protection Laws:

(a) promptly agree, accede to and/or to enter into an appropriate written variation of this Agreement including any Data Transfer Agreement, or to document information or make the amendments which in the University's opinion are required; and

(b) if such amendments are not able to be agreed, the Parties acknowledge and agree that no further Processing of the Personal Data (in particular the Shared Data) under this Agreement will be carried out until such variation has been agreed and executed.

7. GOVERNING LAW

This Schedule 3 shall be governed by and construed in accordance with English Law.

Appendix to Schedule 3 - Data Protection Particulars

The subject matter and duration of the Processing	<p>Subject matter – Information relating to the Apprentices registered with the University on the Apprenticeship including their training and assessment.</p> <p>Duration – Processed by the Parties for the purposes of the Agreement for the duration of the Apprenticeship and registration at the University. Thereafter processed by the University in accordance with the Student Privacy Notice.</p>
The nature and purpose of the Processing	Apprentices' data – processed for the purposes of arranging and managing teaching and assessment and managing all the aspects of the Apprentices contract relationship with the Parties.
The type of Personal Data being Processed	Apprentices' data – name and contact details, experience, qualifications, interests, photographs, details of any relevant disability or health conditions (with the explicit consent of the Apprentice), attendance data, information and opinions about the Apprentices performance, conduct and progress on the Apprenticeship.
The categories of Data Subjects	The Apprentices registered on the Apprenticeship.
Permitted Recipients	The Parties, and where this Agreement involves the University engaging Solihull College and University Centre as a Subcontractor in connection with the delivery of the Training, Solihull College and University Centre, whilst the Apprentices are on the Apprenticeship.

SIGNED for and on behalf of the **UNIVERSITY:**

DocuSigned by:

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Signature

Stephen Jarvis

Name

Provost and Vice-Principal

Position

SIGNED for and on behalf of the **EMPLOYER:**

DocuSigned by:

EB3E8139B59F4BC...

Signature

Rob Sargent

Name

Rob Sargent

Position