**CONTRACT ORDER FORM**

This Contract Order Form is issued in accordance with the provisions of the Apprenticeship Training Provider Dynamic Marketplace (DMP) Agreement for the provision of Apprenticeship Training and related Services. Dated 25th March 2024.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms.

1. CONTRACT PERIOD

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| 1.1 | Commencement Date | 27th March 2024 |
| 1.2 | Expiry Date  (Apprenticeship programme completion date / End Point Assessment completion date) | 26th March 2026  (The contract will be for a 2-year period with the option to extend for up to 12 months. [2+1]) |

2. SERVICES REQUIRED

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| 2.1 | Services Required.    APPRENTICESHIP TRAINING PROVIDER SERVICES / END POINT ASSESSOR SERVICES / BOTH.  Location -  Mode of Delivery  Number of Apprentices  APPRENTICESHIP TYPE AND SPECIFIC APPLICABLE INSTITUTE FOR APPRENTICESHIPS STANDARD  ADDITIONAL SERVICES | Apprenticeship Training and Related Services  Commercial Level 4 Commercial, Procurement and Supply – ST0313  https://www.instituteforapprenticeships.org/apprenticeship-standards/commercial-procurement-and-supply-formerly-public-sector-commercial-professional-v2-1  UK wide service provision  Face-to-face, blended or virtual delivery modes  82 in total (plus 2 additional at nil charge)  Mandatory End Point Assessment (EPA) requirements:  The Supplier, in agreement with the Contracting Authorities (Civil Service departments), shall select an EPAO (from APAR, the Apprenticeship Provider and Assessment Register). The list can be found at:  https://download.apprenticeships.education.gov.uk/apar  The Supplier shall ensure that the registered assessment organisation and the assessor is independent of, and separate from, the training provided by the Supplier and Contracting Authorities (Civil Service departments) employer.  The Supplier shall ensure the Apprentice undergoes an EPA at the very end of the on-programme phase of training when the Contracting Authorities (Civil Service departments) employer and Supplier are satisfied that they have met the “Gateway” criteria to undertake the assessment.  The Supplier shall ensure the EPA is conducted in accordance with the requirements set out in the assessment plan that accompanies each Apprenticeship Standard.  The Supplier shall ensure transparency around costs and Service Level agreements for the touch points in the EPA pathway. This will include a full library of products and the timeline and process for issuing. This library will include, but is not limited to, the following:  an induction programme;  an Apprentice handbook;  a line manager guide;  a detailed summary of the delivery model;  a detailed summary of the Apprenticeship learner journey process;  a detailed summary of the costing model; and  a detailed summary of the payment process  The Supplier shall provide a robust assessment process for assessment of the Apprenticeship Standard and any related qualifications and this shall include but is not limited to, the following:  Defining the cost of the End Point Assessment (this will clarify what proportion of overall costs are charged by the Training Provider for their services and the End Point Assessment respectively);  Providing assessment criteria/guidance at the start of the Apprenticeship for Apprentices and line managers to work with;  Providing training to ensure quality, standardisation and consistency for all End Point Assessment (EPA) panel members;  Giving the Apprentice at least one month advance notification of their assessment appointment, to enable them to prepare;  Assessing all individuals who have embarked on their Apprenticeship no later than 8 weeks from the end of their Apprenticeship period;  Conducting the assessment in the most appropriate location, as agreed with the contracting authorities. This includes, but not limited to, at Apprentices ‘home’ office location (or region), nearest accredited assessment centre, online assessment;  Wherever possible undertake multiple assessments in a single day in order to maximise delivery and minimise costs;  Notifying outcomes of the assessment in one of the following categories: Pass, Merit, Distinction, or Fail, by applying the criteria for each category as set out in the standards document;  Conveying the overall markings to individuals as a % rating, in addition to the category above;  Providing a meaningful written narrative containing detailed feedback for each assessment, which will be provided to both the Apprentice and their Line Manager within one week of the assessment taking place. The feedback must indicate any areas that need to be addressed by individuals who fall into the Fail category; and  Allowing flexibility for any adjustments in the assessment standards and for these to be reflected in the assessment process itself should that standard change for any reason.  Mandatory Apprentice service delivery requirements:  The Supplier shall ensure that all Contracting Authorities (Civil Service departments) supporting Apprentices are provided with the relevant learning and a period of consolidation / observation to assure competence.  The Supplier shall carry out a full, robust initial assessment to ensure that Apprentices are on the right programme and at the right level for Apprentices. The Supplier shall consult with the Contracting Authorities (Civil Service departments) if they deem an Apprentice is not suitable for the programme and both parties will agree whether the onboarding should continue.  The Supplier shall identify relevant needs for reasonable adjustment at the point of application for the Apprenticeship. The Contracting Authorities (Civil Service departments) will have responsibility for meeting these needs in the workplace.  The Supplier shall provide a detailed timetable of support, including Information, Advice and Guidance (IAG) for each Apprentice setting out a plan for each individual Apprenticeship pathway. The Supplier shall ensure IAG continues throughout the Apprenticeship programme to help keep the Apprentice on track and aware of what they need to do to progress.  The Supplier shall deliver an induction for Apprentices and line managers within the first week of the Apprenticeship and register all Apprentices for their Apprenticeship and qualifications and provide each with an Independent Learning Plan in line with DfE (BIS/ESFA) guidance and rules.  The Supplier shall allocate specific support to each Apprentice, in the form of a programme tutor, from enrolment on the Apprenticeship through to End Point Assessment (EPA) qualification. The Supplier shall have in place a process to ensure the consistency and the quality of the line manager support provided.  The Supplier shall ensure that coaches, programme tutors and trainers demonstrate a high level of competence, relevant experience of the Apprenticeship programme requirements and that their Apprenticeship subject area knowledge is kept up-to-date.  The Supplier shall ensure all coaches have a professional qualification and a minimum of 2 years’ experience in a role related to the Apprenticeship subject area and can provide Contracting Authorities (Civil Service departments) with the relevant curriculum vitae as evidence.  The Supplier shall provide training and consolidation for all programme tutors to ensure consistency of approach and knowledge levels.  The Supplier shall have in place an effective quality assurance process, which includes monitoring and reviewing coach, programme tutor and trainer performance.  The Supplier shall conduct interim and formal progress reviews with the Apprentice and with input from trainers, assessors and Contracting Authorities (Civil Service departments) employers, this shall not be limited to;  Organising a schedule of regular progress review meetings. The format and frequency of reviews will be agreed with the Contracting Authorities;  Involving the Apprentice and the workplace supervisor in the reviews;  Identifying progress for learning aims – both to date and between reviews;  Reflecting on and recording progress made towards the Apprentice’s learning goals;  Reviewing the Apprentice’s Individual Learning Plan and monitoring the achievement of agreed milestones;  Agreeing and recording actions and targets between reviews;  Monitoring and tracking the Apprentice’s progress to ensure they are meeting their targets and identify at an early stage those Apprentices requiring additional support and amending the training plan accordingly;  Ensuring the workplace supervisor is involved throughout the Apprentice learner journey and the assessment of the Apprentice suitability for entry into the ‘Gateway’;  Assessing that an Apprentice has reached the 'Gateway' and determine the Apprentice’s readiness for the End Point Assessment (EPA); and  Ensuring the Apprentice and the workplace supervisor have a copy of the record of the reviews.  The Supplier shall oversee the process of moving Apprentices between Contracting Authorities (Civil Service departments) departmental postings where necessary.  The Supplier shall not remove any apprentice from the programme without the direct written consent of the Contracting Authorities (Civil Service departments). If written consent is not received within 7 working days, the supplier can consider removal and inform the Contracting Authorities (Civil Service departments) that the apprentice will be removed unless the Contracting Authorities (Civil Service departments) replies within 48 hours stating they do not wish the apprentice to be removed. The Supplier will have the final decision.  Additional Services:  This section describes the non-mandatory additional service requirement that the Supplier may fulfil as part of the delivery of the Contract.  The Supplier shall be flexible in providing any relevant additional services that fall within the scope of the requirements of the Contract and which Contracting Authorities (Civil Service departments) may require to deliver their Apprenticeships schemes.  The additional services shall include, but not limited to the following:  Enrolment, induction, prior assessment, initial diagnostic testing or similar activity.  Off-the-job training delivered only by distance learning, although the Supplier may include online and other blended learning activity as part of the delivery of an Apprenticeship.  Any training, optional modules, educational trips or trips to professional events in excess of those required to meet the knowledge, skills and behaviours of the Apprenticeship standard. This includes training solely and specifically required for a licence to practise.  Registration and examination (including certification) costs associated with a licence to practise. This applies even where a licence is specified in the Apprenticeship Standard and assessment plan.  Registration and examination, including certification costs, for non-mandatory qualifications (qualifications that are not specifically listed in the standard).  Full details of the precise details of any additional service(s) required, will be given by the Buyer on the Service Request Order Form to enable agreement of any associated costs. |

3. CONTRACT PERFORMANCE

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| 3.1 | Required Apprenticeship Standard | Apprenticeship Training and Related Services  Commercial Level 4 Commercial, Procurement and Supply – ST0313  https://www.instituteforapprenticeships.org/apprenticeship-standards/commercial-procurement-and-supply-formerly-public-sector-commercial-professional-v2-1 |

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| 3.1 | Quality Standards | Continued adherence to the relevant Institute for Apprenticeships industry standard. ([www.instituteforapprenticeships.org/](http://www.instituteforapprenticeships.org/))  Maintained ESFA registration and accreditation.  General industry good practice |

4. PAYMENT

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| 4.1 | Contract Charges | The total contract cost is £694,376.00 excluding VAT |
| 4.2 | Payment terms/Profile | Payment to be made in accordance with the current in force ESFA funding rules.  Further additional terms in Annex 2 of Contract Schedule 3 |
| 4.3 | Customer billing address | **Redacted under FOIA section 40, Personal Information** |

5. LIABILITY AND INSURANCE

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| 5.1 | Suppliers limitation of Liability | In Clause 25 of the Contract Terms |
| 5.2 | Insurance | Professional Indemnity Insurance cover of £1 million any one claim.  Public Liability Insurance cover of £1 million any one claim.  Employers Liability insurance cover of £5 million any one claim. |

FORMATION OF CONTRACT

By signing and completing this Contract Order Form the Supplier and the Customer agree to enter into a binding contract governed by the terms of this Contract Order Form and the attached terms and conditions which includes Appendix 1 to the Order Form (Special Terms Schedule).

| **Order Number** | **Redacted under FOIA section 40, Personal Information** |
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| **Signed - via Docusign** | |
| **Supplier**  **Redacted under FOIA section 40, Personal Information** | |
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| **Buyer**    **Redacted under FOIA section 40, Personal Information** | |
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