



www.cqc.org.uk

Contract (Short Form – Services)
Contract for Level 4 Data Analyst Apprenticeship
Contract Reference – CQC LD 145

June 2017

Contents

- 1 Interpretation..... 1
- 2 Priority of documents 7
- 3 Supply of Services 7
- 4 Term 8
- 5 Charges, Payment and Recovery of Sums Due 8
- 6 Premises and equipment 10
- 7 Staff and Key Personnel 11
- 8 Assignment and sub-contracting 13
- 9 Intellectual Property Rights 13
- 10 Governance and Records 15
- 11 Confidentiality, Transparency and Publicity 15
- 12 Freedom of Information 16
- 13 Protection of Personal Data and Security of Data..... 17
- 14 Liability and Insurance 19
- 15 Force Majeure..... 20
- 16 Termination..... 21
- 17 Compliance..... 22
- 18 Prevention of Fraud, Corruption and Bribery 23
- 19 Dispute Resolution..... 24
- 20 General..... 25
- 21 Notices..... 27
- 22 Governing Law and Jurisdiction 28
- 23 TUPE 28
- Schedule 1: Specification 29
- Schedule 2: Pricing..... 32
- Schedule 3: Commitment Statement for Level 4 Data Analyst Apprenticeship..... 34

Schedule 4: Change Control Note	38
Appendix 1 to Schedule 1: SFA agreement for employers (apprenticeship service) ..	40

Background

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

Terms and Conditions of Contract for Services

1 Interpretation

"Additional Charges"	means charges as agreed, in writing, from time to time between the Parties for the Additional Services which are to be paid by the Customer outside of the Funding;
"Additional Services"	means services which are agreed, in writing, between the Parties as services which are required from time to time and which do not relate to or fall within the Apprenticeship Service;
"Agreement"	means the contract consisting of these terms and conditions, any attached Schedules, between (i) the Care Quality Commission ("Customer") and (ii) BC Arch Limited ("Contractor");
"Approval"	means the written consent of the Customer;

"Apprentice"	means a person who works under an Apprenticeship Agreement;
"Apprenticeship"	means the training and (where applicable) end-point assessment for an employee as part of a job with an accompanying skills development programme;
"Apprenticeship Agreement"	<p>means;</p> <p>(a) an approved English apprenticeship agreement; or</p> <p>(b) an apprenticeship agreement within the meaning given in section 32 of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England by virtue of provision made under section 115(9) of the Deregulation Act 2015;</p>
"Apprenticeship Levy"	means the levy payable by all employers with an annual pay bill of more than £3 million which is used to support the funding of Apprenticeships;
"Apprenticeship Service"	means the service provided by the SFA to fund apprenticeship training undertaken by approved training providers using government funds;
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
"Charges"	means the charges for the Services as specified in the Schedule 2;

"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract Period"	means the period from the Commencement Date to:- (a) the date of expiry set out in Clause 1.3 (Contract Period); (b) following an extension pursuant to Clause 6.8 (Extension of Contract Period) the date of expiry of the extended period; or (c) such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract;
"Contractor"	means the person named as Contractor who was awarded this contract;
"Customer"	means the Care Quality Commission;
"Digital Apprenticeship Service Account"	means the Customer's account as part of the Apprenticeship Service which shows the amount of Funding available to the Customer and through which the Contractor shall be paid;
"DPA"	means the Data Protection Act 1998;
"Employer"	means the Customer which enters into a contract with a Training Provider to commission Training (a) for its own Apprentices and/or (b) on behalf of a Connected Employer for the Connected Employer's Apprentices, to be funded in whole or in part from the Employer's Digital Account;

"Expiry Date"	means the date for expiry of the Agreement;
"Extension"	has the meaning given in clause 4.2 in accordance with the terms and conditions of the Agreement;
"FOIA"	means the Freedom of Information Act 2000;
"Funding"	means the funding paid to the Training Provider on behalf of the Employer towards the cost of Training and End-Point Assessment in accordance with this Agreement;
"Funding Agreement"	means the "SFA Apprenticeship Agreement for Employers for the provision of levy-funded apprenticeship training";
"Funding Rules"	means the SFA's "Apprenticeship Funding: Rules and Guidance for Levy-Paying Employers", as revised and amended from time to time;
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	means any persons specified as such in the Specification or Agreement otherwise notified as such by the Customer to the Contractor in writing;
"Party"	means the Contractor or the Customer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means personal data (as defined in the DPA) which is processed by the Contractor or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;

"Premises"	means the location where the Services are to be supplied, as set out in the Specification;
"Purchase Order Number"	means the Customer's unique number relating to the supply of the Additional Services by the Contractor to the Customer in accordance with the terms of the Agreement;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Schedule"	means a schedule attached to, and forming part of, the Agreement;
"Services"	means the services to be supplied by the Contractor to the Customer under the Agreement;
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in Schedule 1;
"SFA"	means the Secretary of State for Education, acting through the Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Contractor from time to time;

"Technical Funding Guide"	means the Skills Funding Agency's Apprenticeship Technical Funding Guide as revised and amended from time to time;
"Term"	means the period from the start date of the Agreement to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"Training"	means the delivery of training and on-programme assessment by the Training Provider to one or more Apprentices;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.1 In these terms and conditions: In these terms and conditions, unless the context otherwise requires:
- 1.1.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
 - 1.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.1.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.1.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.1.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Priority of documents

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

- a) these terms and conditions
- b) the Schedules
- c) any other document referred to in these terms and conditions

3 Supply of Services

3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services or any Additional Services, the Contractor shall:

- 3.2.1 co-operate with the Customer in all matters relating to the services and comply with all the Customer's instructions;
- 3.2.2 perform the services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled, experienced and possess the required qualifications to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the services.

- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services or any Additional Services. If the Contractor agrees to any variation to the scope of the Services (or any Additional Services), the Charges (or any Additional Charges) shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Schedule 1 and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the term of the Contract until 31.10.2021 ("Extension"). The Customer may, by giving written notice to the Contractor not less than the three (3) Months prior to the last day of the Initial Contract Period, extend the Contract for further periods of up to a further twelve (12) Months. Any such period shall not exceed a maximum extension of twenty-four (24) Months. The terms of the Contract will apply throughout the period of any Extension.

5 Charges, Payment and Recovery of Sums Due

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

Customer may terminate the Agreement in accordance with clause 16.1.

- 5.3 Clauses 5.4 to 5.9 shall apply to any Additional Charges to be paid by the Customer for any Additional Services.
- 5.4 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Additional Services supplied in the invoice period.
- 5.5 In consideration of the supply of the Additional Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.6 All amounts are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Additional Services.
- 5.7 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Additional Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19;
- 5.8 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
- 5.10 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:

- 5.10.1 Provisions having the same effect as clauses 5.4 to 5.8 of the Agreement and
- 5.10.2 Provisions requiring the counterparty to that subcontract to include in any sub-contract which it awards provisions having the same effect as clauses 5.4 to 5.8 of this Agreement
- 5.10.3 In this clause 5.10 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Customer in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer

and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
- 6.8 Any Premises/land made available from time to time to the Contractor by the Customer in connection with the contract, shall be made available to the contractor on a non-exclusive licence basis free of charge and shall be used by the contractor solely for the purpose of performing its obligations under the contract. The Contractor shall have the use of such Premises/land as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 6.9 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.
- 6.10 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Customer at the Contractor's expense. The Customer shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Customer.
- 6.11 All the Contractor's equipment shall remain at the sole risk and responsibility of the Contractor, except that the Customer shall be liable for loss of or damage to any of the Contractor's property located on Customers Premises which is due to the negligent act or omission of the Customer.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;

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

- 7.7 The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures.

8 Assignment and sub-contracting

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

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual

property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Contractor hereby grants the Customer:

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

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

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

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

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

9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor its Staff, agents or sub-contractors.

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

10 Governance and Records

10.1 The Contractor shall:

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

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

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

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

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

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

this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- d) in accordance with clause 12.

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

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

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

12 Freedom of Information

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

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

13 Protection of Personal Data and Security of Data

- 13.1 The Contractor shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Contractor is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Contractor shall:

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

- 13.4 The Contractor shall fully indemnify the Customer against the costs of dealing with any claims made in respect of any information subject to the DPA, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, its sub-contractors, agent or Staff.
- 13.5 The Contractor shall be liable for, and shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses suffered or incurred by the Customer and/or any third party arising from and/or in connection with any Breach of Security or attempted Breach of Security (to the extent that such actions, suits, claims, demands, losses, charges, costs and expenses were not caused by any act or omission by the Customer).
- 13.6 The provisions of this clause shall apply during the term of the agreement and indefinitely after its expiry or termination.

14 Liability and Insurance

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.4, in no event shall the Contractor be liable to the Customer for any:
- a) loss of profits;
 - b) loss of business;
 - c) loss of revenue;
 - d) loss of or damage to goodwill;
 - e) loss of savings (whether anticipated or otherwise); and/or
 - f) any indirect, special or consequential loss or damage.

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

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

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

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

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

14.5 The Contractor shall hold:

- a) Employer's liability insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor;
- b) Public liability with the minimum cover per claim of ten million pounds (£10,000,000);
- c) Professional indemnity with the minimum cover per claim of two million pounds (£2,000,000);

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

15 Force Majeure

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

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

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 10 working days (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 the Contractor commits any acts or omissions which breaches the Funding Rules. In such circumstances, the Contractor shall be liable for, and shall indemnify the Customer against all actions, suits, claims, demands, losses, charges, costs and expenses suffered or incurred by the Customer and/or any third party arising from and/or in connection with any Breach of the Funding Rules (to the extent that such actions, suits, claims, demands, losses, charges, costs and expenses were not caused by any act or omission by the Customer).

- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.5, 18.4, 19 and 20.8 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Contractor shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations when carrying out activities in connection with this Agreement, and shall notify the Customer immediately of any significant departure from such legislation, codes or recommendations;
- 17.2 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.3 The Contractor shall:
- 17.3.1 comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Apprentices and any other employees or persons carrying out activities in connection with the Training of Apprentices;

- 17.3.2 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.3.3 notify the Customer immediately of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.4 The Contractor shall:
- 17.4.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - 17.4.2 take all reasonable steps to secure the observance of clause 17.4.1 by all Staff.
- 17.5 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.6 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.6.1 the Official Secrets Acts 1911 to 1989; and
 - 17.6.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud, Corruption and Bribery

- 18.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:
- 18.1.1 Committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act and/or
 - 18.1.2 Been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 18.2 The Contractor shall not during the Term:
- 18.2.1 commit a Prohibited Act; and/or
 - 18.2.2 do or suffer anything to be done which would cause the Customer or any of its employees, consultants, contractors, sub-contractors or

agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

- 18.3 The Contractor shall, during the Term establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and shall notify the Customer immediately if it has reason to suspect that any breach of clauses 18.1 and/or 18.2 has occurred or is occurring or is likely to occur.
- 18.4 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.4.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.4.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month 20 Working Days of the agreement to refer to a Mediator, either Party shall apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 19.4 If the Parties fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, or such longer period as may be agreed by the Parties, either Party may refer the dispute to Court.

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

20 General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 In the event that the Contractor is unable to accept the variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Customer may:

20.4.1 allow the Contractor to fulfil its obligations under the Agreement without the variation to the Specification;

20.4.2 terminate the Contract with immediate effect, except where the Contractor has already provided all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirement of the Specification, and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at clause 19.

20.5 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.6 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any

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

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

21 Notices

- 21.1 Except as otherwise expressly provided in the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.
- 21.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 21.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 21.3 For the purposes of clause 21.2, the address of each Party shall be:
- 21.3.1 For the Customer: Care Quality Commission
- Address: 151 Buckingham Palace Road, London, SW1W 9SZ
- For the attention of: [REDACTED]
- Tel: 03000 616161
- Email: [REDACTED]
- Fax: 03000 616171
- 21.3.2 For the Contractor: BC Arch Limited
- Address: One Hammersmith Broadway, London W6 9DL
- Company Registration: 08151723
- For the attention of: [REDACTED]
- Tel: 020 8080 9553
- Email: [REDACTED]
- 21.4 Either Party may change its address for service by serving a notice in accordance with this clause.
- 21.5 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

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

23 TUPE

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

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

For and on behalf of the Customer:

Name and Title	[Redacted]
Position	[Redacted]
Signature	[Redacted]
Date	21/6/17

For and on behalf of the Contractor:

Name and Title	[Redacted]
Position	[Redacted]
Signature	[Redacted]
Date	15/6/17

Schedule 1: Specification

Service Commencement Date: 22.06.2017

Service Expiry Date: 31.10.2019

Data Analyst Apprenticeship Requirements:

Below is a list of requirements:

Requirement		Rationale	How the requirement should be met	Key Performance Indicator(s)
RQ1	Qualitative and quantitative focused apprenticeship	So that CQC can be assured that the apprentice gains a fully rounded experience	Knowledge modules to be agreed which provide the necessary content and focus	<ul style="list-style-type: none"> • Knowledge modules agreed and in place by [date] [KPI 1] • Knowledge modules reviewed every 6 months [dates TBC] [KPI 2]
RQ2	Access to managerial reports that show individuals' progress regarding the apprenticeship	So that CQC can ensure that the apprentice remains on track and they, the supplier and CQC managers can raise issues at the earliest opportunity and agree any remedial action required	<ul style="list-style-type: none"> • Apprentices able to access reports that track their progress • CQC managers able to assess reports that <ul style="list-style-type: none"> ○ tracks individual and cohort progress ○ monitors all apprentices progress 	<ul style="list-style-type: none"> • Apprentices able to access reports at least monthly from [date] [KPI 3] • CQC managers access reports at least monthly from [date] [KPI 4]
RQ3	Progress of apprentices reviewed regularly	To ensure the apprenticeship is delivering what is intended by reviewing that <ul style="list-style-type: none"> • apprentices 	CQC and supplier monthly meetings to discuss and monitor progress and KPIs	<ul style="list-style-type: none"> • Monthly meetings scheduled from [date] [KPI 5] • Record maintained of notes, decisions and actions [KPI 6]

Requirement		Rationale	How the requirement should be met	Key Performance Indicator(s)
		<p>are gaining the correct knowledge and experience and are on track to do so</p> <ul style="list-style-type: none"> • future changes to the apprenticeship are identified 		
RQ4	Training to be delivered both individually and in groups	Training should be delivered to maximise benefit to the individual apprentices and minimise disruption to the delivery of work of the teams that the apprentices are in	CQC and the supplier agree training plans for both individual apprentices and groups of apprentices	<ul style="list-style-type: none"> • Individual training plans in place by [date] [KPI 7] • Training plans for groups of apprentices in place by [date] [KPI 8]
RQ5	CQC requests that the current learning, i.e. the current skills and experiences for the first cohort (who are existing staff members) to be established by the apprenticeship training provider so that prior	It is intended that the first cohort will complete the apprenticeship by October 2018; the supplier will need therefore to adapt and provide learning accordingly	current skills and experiences for the first cohort to be assessed by the supplier by [date]	Prior learning to be incorporated into the apprenticeship by [date] [KPI 9]

Requirement	Rationale	How the requirement should be met	Key Performance Indicator(s)	
	learning can be talent into account			
RQ6	<p>Ability for CQC to stop paying the apprenticeship training provider for an apprentice that either:</p> <ol style="list-style-type: none"> 1. leaves CQC, or, 2. in exceptional circumstances it is agreed by CQC and the Training provider that the apprenticeship should cease 	<p>If a member of CQC staff leaves the employment of CQC or it is decided that they are not to continue with the apprenticeship then CQC is no longer under an obligation to support and train them with regards to the apprenticeship</p>	<ol style="list-style-type: none"> 1. CQC to inform apprenticeship training provider about any members of CQC staff that is to leave CQC's employment or to cease participation in the apprenticeship 2. The apprenticeship training provider should stop invoicing CQC in relation to the member of staff leaving CQC or ceasing to participate in the apprenticeship from the date their employment with CQC ends or the date informed by CQC when they are to cease participating in the apprenticeship 	<p>Real time status regarding CQC's staff participation in the apprenticeship to be maintained [KP 10]</p>

Schedule 2: Pricing

Bristol Cohort			
5 Candidates			
June 2017 – October 2018			
Apprenticeship: Data Analyst – Level 4			
Type: Standard			
Duration: 16 months			
Rate (£) 15,000 (per candidate)			
Monthly Payment Profile per candidate (£)		Monthly Payment Profile per cohort x5 (£)	
Month	Cost	Month	Cost
1	750.00	1	3750.00
2	750.00	2	3750.00
3	750.00	3	3750.00
4	750.00	4	3750.00
5	750.00	5	3750.00
6	750.00	6	3750.00
7	750.00	7	3750.00
8	750.00	8	3750.00
9	750.00	9	3750.00
10	750.00	10	3750.00
11	750.00	11	3750.00
12	750.00	12	3750.00
13	750.00	13	3750.00
14	750.00	14	3750.00
15	750.00	15	3750.00
16	3,750.00	16	18750.00
Total	£15,000	Total	£75,000

Bristol Cohort			
8 Candidates			
October 2017 – April 2019			
Apprenticeship: Data Analyst – Level 4			
Type: Standard			
Duration: 18 months			
Rate (£) 15,000 (per candidate)			
Monthly Payment Profile per candidate (£)		Monthly Payment Profile per cohort x8 (£)	
Month	Cost	Month	Cost
1	666.67	1	5333.36
2	666.67	2	5333.36
3	666.67	3	5333.36
4	666.67	4	5333.36
5	666.67	5	5333.36

6	666.67	6	5333.36
7	666.67	7	5333.36
8	666.67	8	5333.36
9	666.67	9	5333.36
10	666.67	10	5333.36
11	666.67	11	5333.36
12	666.67	12	5333.36
13	666.67	13	5333.36
14	666.67	14	5333.36
15	666.67	15	5333.36
16	666.67	16	5333.36
17	666.67	17	5333.36
18	3,666.61	18	29,332.88
Total	£15,000	Total	£120,000

Schedule 3: Commitment Statement for Level 4 Data Analyst Apprenticeship

COMMITMENT STATEMENT FOR LEVEL 4 DATA ANALYST APPRENTICESHIP

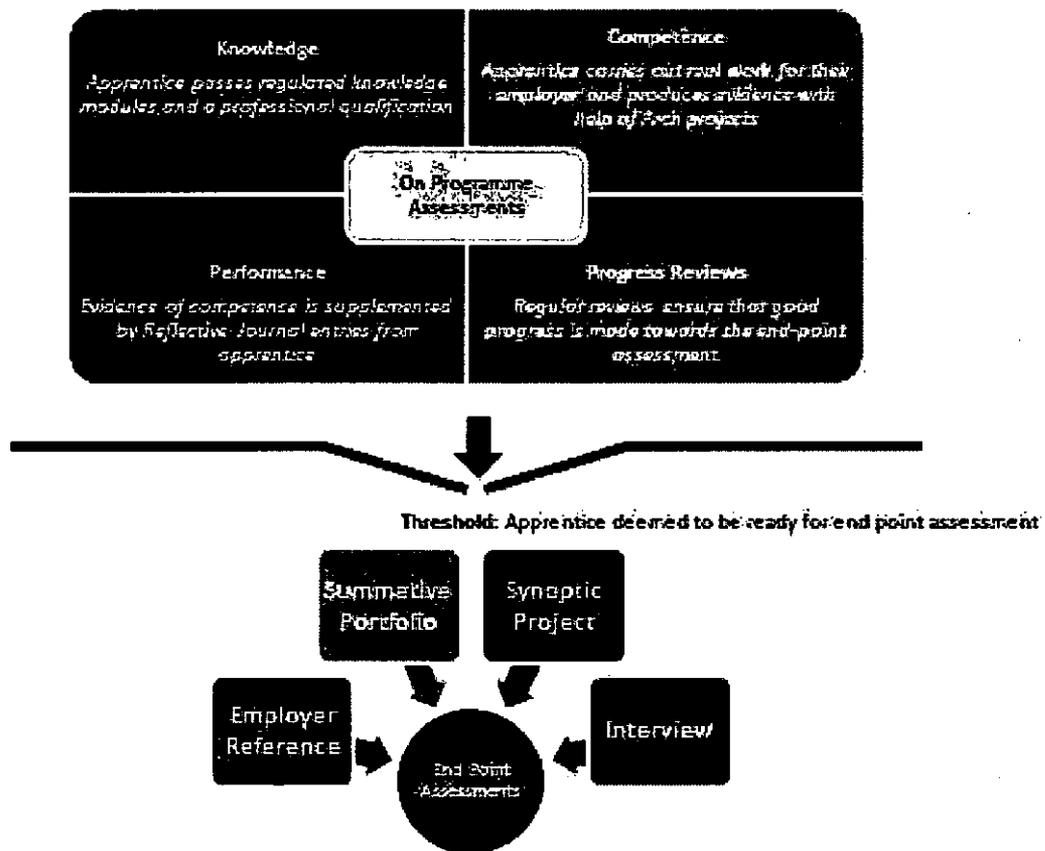
Introduction

This commitment statement details a description of services for programme delivery and demonstrates an agreement between the employer, the apprentice and the training provider for the completion of the Level 4 Data Analyst Apprenticeship.

Name of Employer	
Apprenticeship Standard	Level 4 Data Analyst Apprenticeship
Apprentice Name(s)	
Date Issued	

Start Date:		Planned End Date:	
-------------	--	-------------------	--

Components of the Apprenticeship



Delivery Model (to be agreed with employer)

Delivery Model (to be agreed with employer)

On Programme Assessment

Technical knowledge and understanding is assessed on programme through a combination of Ofqual-regulated Knowledge Modules and a specified vendor qualification. These must be ALL passed before the end point assessment can take place. The apprenticeship will normally be completed within 18 months.

The Employer ensures the apprentice has the opportunities to carry out work and apply the outcomes specified in the Standard and provides an environment for the apprentice to develop their knowledge and to apply that knowledge in the workplace.

The Apprentice carries out substantial pieces of work defined by their employer and collates evidence in their portfolio to show how they have met the Standard, based on the application of knowledge, competence and behaviours to real work projects.

The Assessor:

- Maps and advises on work completed against the Standard
- Assists the apprentice with applying knowledge in the workplace
- Advises the apprentice and employer to ensure the programme remains on track and any concerns are addressed
- Helps the apprentice to select evidence for their Summative Portfolio
- Supports the apprentice through the Synoptic Project
- Supports the apprentice and employer with the feedback within the Reflective Journal
- Confirms readiness for end point assessment.

The Training provider will carry out reviews of progress at regular intervals (every two months), involving the apprentice and others directly involved, e.g. line manager. They will agree how any issues are to be resolved if progress towards end point assessment is not as expected.

Projects

To assist the apprentice with achieving the Technical Competencies and on discussion with the employer, a minimum of four real work projects will be agreed that will enable the apprentice to cover the full range of competencies within:

- Plan work activities
- Select the appropriate approach and tools
- Analyse and present data
- Evaluating success and recommend solutions

The projects will cover a wide range of technical, communication and interpersonal skills so that the apprentice can showcase their expertise in areas of work such as abstracting data for analysis, manipulating and linking data, applying data and security standards, performing database queries, data mining, cleansing data, and analysing, visualising and presenting data as well working effectively within the organisation.

Set projects	Employer to agree with requirement
The apprentice will complete project briefs supplied by the Training Provider	Employer <input type="checkbox"/>

Programme Content – Study Week Knowledge Modules

The apprentice is required to attend training for the Knowledge Modules listed:	Employer and apprentice agree with requirement to attend appropriate training
Introduction to Data Analysis using Excel (online self-paced study)	<input type="checkbox"/>
CIW Data Analytics (online self-paced study)	<input type="checkbox"/>
KM 1: Data Analysis Tools (5 days)	<input type="checkbox"/>
KM 2: Data Analysis Concepts (5 days)	<input type="checkbox"/>

Programme Content – Function Skills (where not already achieved or exempt through prior attainment)

Functional Skills (English and Mathematics)	Tick if required
Is the learner required to complete Functional Skills English?	<input type="checkbox"/>
Is the learner required to complete Functional Skills Mathematics?	<input type="checkbox"/>

Programme Content – Work based competencies and behaviours

In the normal course of work, is the apprentice required to:	Opportunities exist
Identify, collect and migrate data to/from a range of internal and external systems	<input type="checkbox"/>
Manipulate and link different data sets as required	<input type="checkbox"/>
Interpret and apply the organisations data and information security standards, policies and procedures to data management activities	<input type="checkbox"/>
Collect and compile data from different sources	<input type="checkbox"/>
Perform database queries across multiple tables to extract data for analysis	<input type="checkbox"/>
Perform routine statistical analyses and ad-hoc queries	<input type="checkbox"/>
Use a range of analytical techniques such as data mining, time series forecasting and modelling techniques to identify and predict trends and patterns in data	<input type="checkbox"/>
Assist production of performance dashboards and reports	<input type="checkbox"/>
Assist with data quality checking and cleansing	<input type="checkbox"/>
Apply the tools and techniques for data analysis, data visualisation and presentation	<input type="checkbox"/>
Assist with the production of a range of ad-hoc and standard data analysis reports	<input type="checkbox"/>
Summarise and present the results of data analysis to a range of stakeholders making recommendations	<input type="checkbox"/>
Works with the organisation's data architecture	<input type="checkbox"/>

Programme Content – End Point Assessment

When the apprentice has passed the tests for knowledge and understanding and assembled a portfolio of evidence that covers the totality of the Standard, they will be deemed ready for the end point assessment.

The end point assessment takes place in the final few months of the apprenticeship, using four assessment methods:

1. A summative portfolio – produced towards the end of the apprenticeship, containing evidence from real work tasks, activities and projects which have been completed during the apprenticeship and which, taken together, cover the totality of the standard, and which is assessed as part of the end point assessment

2. A synoptic project – giving the apprentice the opportunity to undertake a business-related project over a one-week period away from the day to day workplace

3. An employer reference – a template will be used to record the employer’s perspective on how the apprentice has performed in the workplace and how they have applied their knowledge, competencies and behaviours in work projects.

4. A structured interview with an independent assessor – exploring what has been produced in the portfolio and the project as well as looking at how it has been produced

End Point Assessment will be completed by:	(Office Use Only)
City and Guilds (C&G)	<input type="checkbox"/>
British Computer Society (BCS)	<input type="checkbox"/>

Signatures

I confirm that I understand the responsibilities defined above and agree with the Assessment and Delivery Plan. I am satisfied with the arrangements and content of this plan.

APPRENTICE

Full Name		Date	
Signature			

EMPLOYER

Full Name		Date	
Signature			

TRAINING PROVIDER

Full Name		Date	
Signature			

Escalation

Should any learner or employer have an issue, query or concern which they would prefer not to address with the Apprentice Advisor then please escalate this to:

Schedule 4: Change Control Note

To be used for contract variation:-

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

Required Changes to the text of the Contract:	
Originator:	Name: Title: Signed: Date:
Care Quality Commission (CQC) - AUTHORITY Signatory	Name: Title: Signed: Date:
INSERT CONTRACTOR NAME - CONTRACTOR Signatory	Name: Title: Signed: Date:
Response	Accept Decline

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



SFA agreement for
employers