

CONTRACT BETWEEN EMPLOYER AND PROVIDER

This Contract is made between **the Provider** (UWTSD) and **the employer**:

Driver and Vehicle Standards Agency (DVSA)_____ (Employer's Name)

in respect of training for **the Apprentice**:

XXXXXX redacted under FOIA section 40 _____ (Learner's Name)

Under a Degree Apprenticeship.

Whereas:

1 Introduction

- a) UWTSD is recognised by... HEFCW..... as a provider of apprenticeship training ("the training") in respect of...**[apprenticeship framework]**..... And
- b) The Employer requires their employee(s) to undertake the training with UWTSD

2 This contract shall take effect as from the date of exchange of signed copies of the Learning Agreement.

(1) Responsibilities of the Employer

The Employer shall:

- 1.1 pay the Learner an agreed wage as detailed in a contract of employment complying with the national minimum wage.
- 1.2 take all necessary steps for securing the health, safety and welfare and ensure equal opportunities for all learners participating in the training provided by UWTSD to the extent and in the same manner as an employer is required to carry out under all current employment legislation for example, Health And Safety At Work Act 1974, and the Equality Act 2010.
- 1.3 shall notify UWTSD of any absences over three days which mean the employee cannot participate in the training
- 1.4 release the learner(s) for all the off the job training requirements within their work hours and to participate in regular progress reviews.
- 1.5 inform UWTSD of any changes in the employee's role which may have an impact on the training
- 1.6 permit access to the workplace by the Provider The Welsh Government and E.S.T.Y.N. to monitor, review or assess the learner's progress.

(2) Responsibilities of UWTSD

The Provider shall:

- 2.1 claim funding from HEFCW for the training of the employee.
- 2.2 provide a training programme under an approved apprenticeship Framework as specified in the Apprentice Learning Agreement **at its premises / online**
- 2.3 monitor and assess the apprentice's progress in the apprenticeship and share information on attendance and academic progress with the employer

- 2.4 arrange for the issuing of the apprenticeship certification from ACW
- 2.5 arrange Industry Liaison Group meetings for employers to share feedback on the programme
- 2.6 take all reasonable steps to ensure that Learners are fully informed about the requirements of their selected Qualifications as set out in the relevant Qualification specifications published from time to time; ensure that each Learner is registered in a way that permits the Learner to be clearly and uniquely identified; and ensure that all aspects of the delivery of Qualifications are subject to monitoring and review.

3. GENERAL

- 3.1 **Notices:** Any notice to be given under this Agreement must be in writing, must be delivered to the other Party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

Method of service	Deemed day of receipt
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting

The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

For :
Name: XXXXXX redacted under
FOIA section 40

Address: DVSA, Berkeley House,
Croydon Street, Bristol BS5 0DA

Email: XXXXXX redacted under
FOIA section 40

For UWTSD

Name: XXXXXX redacted under
FOIA section 40

Address: UWTSD, College Rd,
Carmarthen SA31 3EP

Email: XXXXXX redacted under
FOIA section 40

- 10.2 **Assignment:** No Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Parties. No Party will unreasonably withhold or delay its consent.

- 10.3 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 10.4 **Waiver of rights:** If a Party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 10.5 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. No Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 10.6 **Entire agreement:** This Agreement constitute the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment before the signing of this Agreement.
- 10.7 **Formalities:** Each Party will take any action and execute any document reasonably required by the other Party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the party making the request pays the other Party's reasonable expenses.
- 10.8 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's representative.
- 10.9 **Third parties:** No one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise, except that each Indemnified Party will have the benefit of the relevant indemnity and Key Personnel will have the benefit of clause 6.7, in each case under the Contracts (Rights of Third Parties) Act 1999.
- 10.10 **Governing law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by, and this Agreement is to be construed in accordance with, English and Welsh law. The English and Welsh Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of, or in connection with, this Agreement, except that a Party may bring proceedings to protect its Intellectual Property Rights or Confidential Information in any jurisdiction.
- 10.11 **Data Protection:** Each party will comply with the provisions of the Data Protection Act 2018 and the UK General Data Protection Regulation ("UK GDPR")
- 10.14 **Counterparts:** This Agreement may be executed in any number of counterparts. Once it has been executed and each Party has executed at least one counterpart, each counterpart will constitute a duplicate original copy of this Agreement. All the counterparts together will constitute a single agreement. The Parties acknowledge and agree that

execution of this Agreement by means of electronic signature shall be a valid means of execution.

Signed and a copy received by:

__XXXXXX redacted under FOIA section 40_____

Date: __24.06.2025_____

For EMPLOYER

XXXXXX redacted under FOIA section 40

For PROVIDER

Date: _____