



<b>Contract Type</b>	Contract for Services
<b>Funding Period</b>	1 April 2019 – 31 July 2021
<b>Between</b>	the Secretary of State for Education (acting through the Education and Skills Funding Agency)
<b>And</b>	NEW COLLEGE DURHAM
<b>Funding for</b>	European Social Fund
<b>Contract Number</b>	ESFA-14996

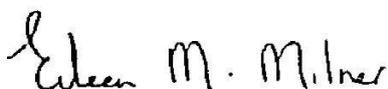
## ACCEPTANCE BY THE CONTRACTOR

By accepting this Contract via Manage your education and skills funding service the person taking this action on behalf of the Contractor represents and warrants that the Contractor has read and understood this Contract, the Contractor agrees to be bound by this Contract and that he/she is duly authorised to accept this Contract and legally bind the Contractor.

This Contract is made on the date the Contract is digitally signed by the Contractor on Manage your education and skills funding service.

## SIGNED FOR AND ON BEHALF OF THE SECRETARY OF STATE FOR EDUCATION

acting through the Education and Skills Funding Agency  
by Eileen Milner, Chief Executive of the Education and Skills Funding Agency



ESF Contract for Services –  
Education and Skills Funding Agency  
[www.gov.uk/ESFA](http://www.gov.uk/ESFA)

## Terms and Conditions

This Contract is made on the date the Contract is digitally signed by the Contractor

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NEW COLLEGE DURHAM

Framwellgate Moor Centre  
Framwellgate Moor  
Durham  
DH1 5ES

AND THE SECRETARY OF STATE  
FOR EDUCATION ACTING  
THROUGH THE EDUCATION  
AND SKILLS FUNDING AGENCY,  
AN EXECUTIVE AGENCY OF  
THE DEPARTMENT  
FOR EDUCATION  
CHEYLESMORE HOUSE  
QUINTON ROAD  
COVENTRY  
CV1 2WT

Hereinafter called the  
Contractor

Hereinafter called the  
ESFA

## GENERAL TERMS AND CONDITIONS

It is agreed as follows.

### 1 DEFINITIONS

<b>“Children”</b>	means persons under the age of 18.
<b>“Combined Authority”</b>	means a legal structure comprising two or more local authorities to undertake certain statutory or delegated functions.
<b>“Confidential Information”</b>	means any information, including Personal Data as defined by the Data Protection Act 2018, and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, knowhow, personnel, and suppliers of the Parties including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought
	reasonably be considered to be confidential (whether or not it is marked "confidential").
<b>“Contract”</b>	means the Contract between the above named parties consisting of these Terms and Conditions, the Specification, the Contractor’s response to the Specification including the Delivery Plan, the Funding Rules, the 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements, the European Social Fund Operational Programme 2014-2020 and any other documents (or parts thereof) specified in the Contract and any variations to the Contract agreed in writing and signed by both Parties.
<b>“Contract Finder”</b>	means the Government’s publishing portal for public sector procurement opportunities.
<b>“Contractor Personnel”</b>	means all persons employed or engaged by the Contractor together with the Contractor’s servants, agents, consultants and sub-contractors (and all persons employed by any sub-contractor together with the sub-contractor’s servants, consultants, agents, Contractor’s and sub-contractors) used in the performance of its obligations under this Contract;

<b>“Contract Period”</b>	means the period between the Commencement Date and the Expiry Date, unless terminated earlier on the Termination Date;
<b>“Controller”</b>	has the meaning given to it in the GDPR.
<b>“Crown Body”</b>	means any department, office or agency of the Crown, including Ofsted, the Care Quality Commission, the Charity Commission, the Office for Students, any and all local authority or Combined Authority bodies.
<b>“Data Loss Event”</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
<b>“DPA 2018”</b>	means the Data Protection Act 2018.
<b>“Data Protection Legislation”</b>	means the (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) all applicable law about the processing of personal data and privacy.

<b>“Data Protection Laws”</b>	means the Data Protection Act 2018 and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the UK (or any relevant part thereof), including the General Data Protection Regulation (EU) 2016/679 or similar and any codes of practice, guidelines and recommendations issued by the Information Commissioner, any replacement body to any other relevant supervisory authority, all of which are current at the time of any Data processing by the Contractor (and in the event of any conflict between the Data Protection Laws and Law, Data Protection Laws shall take precedence).
<b>“Data Protection Impact Assessment”</b>	means an assessment by the ESFA of the impact of the envisaged processing on the protection of Personal Data.
<b>“Data Protection Officer”</b>	has the meaning given to it in the GDPR.

<b>“Data Subject”</b>	has the meaning given to it in the GDPR.
<b>“Data Subject Request”</b>	means a request made by, or on behalf, of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
<b>“Devolution Agreement”</b>	means the agreement between the Government and the Combined Authority devolving certain function to the Combined Authority.
<b>“EIR”</b>	means the Environmental Information Regulations 2004.
<b>“Effective Date”</b>	means the date on which this Contract entered into by the Contractor digitally signing the Contract on the Manage your education and skills funding service.
<b>“Exempt Information”</b>	means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Contract or otherwise relating to the Contractor, which potentially falls within an exemption to FOIA (as set out therein).
<b>“Expiry Date”</b>	means 31 July 2021 or such later date as is notified in writing to the Contractor by the ESFA in accordance with Clause 2.2;
<b>“FOIA”</b>	means the Freedom of Information Act 2000 and all regulations made there from time to time or any superseding or amending enactment and regulations, and words and expressions defined in the FOIA shall have the same meaning in Clause 6.
<b>“FOIA Notice”</b>	means a decision notice, enforcement notice and/or an information notice.

<b>“Funding Rules”</b>	<p>means the document which sets out the detailed requirements with which the Contractor must comply in respect of each Learning Programme delivered under this Contract as may be amended by the ESFA from time to time; as follows.</p> <p>Funding and performance management rules 2014 to 2020 European Social Fund (ESF) programme:</p> <p><a href="https://www.gov.uk/government/publications/esffunding-rules">https://www.gov.uk/government/publications/esffunding-rules</a></p>
<b>“GDPR”</b>	means General Data Protection Regulation (Regulation (EU) 2016/679);
<b>“GLA”</b>	means the Greater London Authority consisting of the Mayor of London and members of the London Assembly.
<b>“High Needs Learner”</b>	means a Learner aged 16 to 18, or any young person aged 19 to 25 subject to an Education Health and Care Plan, who requires additional support.
<b>“Inspectorates”</b>	means one, any or all of the inspectorates: Office for Standards in Education, Children’s Services and Skills (Ofsted), Her Majesty’s Inspectorate for Education and Training in Wales (Estyn), the Quality Assurance Agency for Higher Education, the Office for Students, and the Care Quality Commission (CQC).
<b>“Law”</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-laws, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court, or directives or requirements by which the Contractor is bound.
<b>“Learner”</b>	means any third party including any student, apprentice, trainee or similar to whom the Contractor is required to deliver any of the Services, as termed
	Participant in the Specification for the Services.
<b>“Learner Files”</b>	means any information relating to a Learner generated by the Contractor, the Learner or a third party for the purpose of the delivery of the Learning Programme.

<b>“Learning Programme”</b>	means a programme of education and/or training delivered by the Contractor under this Contract
<b>“LED”</b>	means the Law enforcement Directive (Directive (EU) 2016/680);
<b>“Local Enterprise Partnership (LEP)”</b>	means a formalised partnership between local authorities to determine local economic priorities and lead economic growth and job creation within its area.
<b>“Minor Breach”</b>	shall have the meaning given to it in Clause 20.2
<b>“Offender Management”</b>	means an officer from the National Offender Management Service who is working directly with an offender serving their sentence in the community.
<b>“Ofsted”</b>	means the Office for Standards in Education.
<b>“Parties”</b>	means the ESFA acting on behalf of the Crown and the Contractor.
<b>“Personal Data”</b>	has the meaning given to it in the GDPR.
<b>“Personal Data Breach”</b>	has the meaning given to it in the GDPR.
<b>“Premises”</b>	means the location where the Services are to be performed, as detailed in the Contract.
<b>“Processor”</b>	has the meaning given in the GDPR.
<b>“Processor Personnel”</b>	means all directors, officers, employees, agents, consultants and contractors of the Contractor and subcontractor engaged in the performance of its obligations under this Contract.
<b>“Protective Measures”</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures.
<b>“Register of Training Organisations”</b>	means the register maintained by the ESFA of organisations qualified to receive funding from the ESFA.

<b>“Regulatory Body”</b>	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate or investigate the matters dealt with in this Contract or any other affairs of the Contractor or the ESFA, including, without limitation Ofsted.
<b>“RIDDOR”</b>	means the reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 2013;
<b>“Serious Breach”</b>	shall have the meaning given to it in Clause 20.3
<b>“Services”</b>	means the services to be provided as specified in the Contract.
<b>“Service Commencement Date”</b>	means 1 April 2019 or such later date as is advised by the ESFA to the Contractor, in writing
<b>“SME”</b>	means an enterprise falling within the category of micro and medium sized enterprises as defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium – sized enterprises.
<b>“Specification”</b>	means the document setting out the ESFA’s requirements for the Services to be provided under this Contract.
<b>“Termination Date”</b>	means any date on which this Contract terminates in accordance with Clause 21.
<b>“VCSE”</b>	means a non-governmental organisation that is value driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

## **2 COMMENCEMENT AND CONTINUATION**

- 2.1 The Contract shall commence on the Effective Date and terminate on the Expiry Date unless terminated earlier in accordance with Clause 21 (Termination).
- 2.2 The Contractor shall deliver the Services in full from the Service Commencement Date.
- 2.3 The ESFA may extend the Contract on more than one occasion as long as the aggregate of all contract extensions does not exceed 27 months. If the ESFA wants to extend the Contract it shall do so by the following procedure;
- 2.3.1 The ESFA shall give the Contractor written notice of its intention to extend the Contract Period and shall state the duration of the extension and the date the extensions will start and end, unless it is terminated earlier in accordance with the provisions of this Contract.
- 2.3.2 The Contractor shall confirm acceptance of the extension.
- 2.3.3 The definition of Expiry Date shall be updated to reflect the end date of the Contract Period as set out in the notice referred to in Clause 2.3.1.

## **3 CONTRACT MANAGEMENT**

- 3.1 The ESFA and the Contractor will each nominate a contact for the purpose of dealing with queries and issues under this Contract and advise the other party in writing of the contact details.
- 3.2 The Contractor must ensure appropriate members of staff register as users on the user role management system at <http://logon.fasst.org.uk> to enable the Contractor to digitally sign and agree the Contract online. It is the Contractor's responsibility to maintain appropriate user roles on an on-going basis.

## **4 SERVICE DELIVERY**

- 4.1 The Services to be delivered under this Contract are the delivery of the Learning Programmes as set out in Appendix 1, (Summary of Programme Funding), and Appendix 2 (Funding Agreement). The detailed requirements in respect of each Learning Programme are set out in the Funding Rules as amended from time to time by the ESFA and which form part of the terms and conditions of this Contract.
- 4.2 The Services are to be delivered in accordance with the specific requirements of the ESFA, the Specification, the Contractor's response to the Specification including the Delivery Plan, the Funding Rules, the 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements, the European Social Fund Operational Programme 2014-2020 and the Supporting Documentation as attached at Appendix 2 (Funding Agreement) which sets out the scheduled payment profiles for the Services agreed by the Parties, which all form part of the Terms and Conditions of the Contract.
- 4.3 The Contractor must work in partnership with the LEP and, where the Contractor is working in an area covered by a Devolution Agreement and/or the GLA, the Contractor ESF Contract for Services – Education and Training

must work with the Combined Authority and/or the GLA to ensure delivery of the Services takes account of the local economic and skills and education priorities.

## **5 ASSIGNMENT AND SUB-CONTRACTING**

- 5.1 Where the Contractor has not previously sub-contracted any part of Services under this Contract or under any other agreement that that Contractor holds or has held with the ESFA then the Contractor must seek the approval of the ESFA, in writing, before awarding a sub-contract for the first time. Thereafter the Contractor must follow the sub-contractor reporting processes as set out in Clause 5.2 and the Funding Rules.
- 5.2 Where the Contractor sub-contracts or intends to sub-contract any duties or obligations arising out of this Contract, the Contractor must provide the ESFA with details of all sub-contractors at least bi-annually by fully and accurately making a declaration of sub-contractors in accordance with the deadline set out in the Funding Rules. If the Contractor is not sub-contracting then a nil return must be received by the deadline date. The Contractor must notify the ESFA of any within year changes to its sub-contractors that take place between the submission dates of their declaration of sub-contractors as set out in the guidance <https://www.gov.uk/guidance/subcontracting-using-funding-to-offereducation-and-training> The ESFA reserves the right to require the Contractor not to enter into, or to terminate, any sub-contract to deliver the Services under this Contract.
- 5.3 The Contractor must comply with the requirements on sub-contracting delivery of the Services set out in the Funding Rules. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to it under the Contract or these conditions. The Contractor is responsible for all the actions of its sub-contractors connected to or arising out of the delivery of the Services which it sub-contracts.
- 5.4 Services under this Contract may only be sub-contracted to one level unless the Contractor obtains the consent of the ESFA in writing.
- 5.5 Where the Contractor has sub-contracted any duties or obligations arising out of this Contract, the Contractor shall ensure that there is in place a legally binding sub-contract and send copies of the sub-contract to the ESFA if requested in writing to do so. Where the Contractor enters into a sub-contract for the purpose of performing the Contract, the Contractor shall ensure that the sub-contract includes any terms specified in the Funding Rules.
- 5.6 The Contractor shall ensure that all sub-contractors are selected fairly following a lawful, open and transparent tendering process, and have sufficient capacity, capability, quality and financial standing to deliver the Services.
- 5.7 In addition to the requirement set out at Clause 5.6 where the value of the Contract, as set out in Appendix 1 and Appendix 2 exceeds £5,000,000 (five million pounds) per annum the Contractor shall:

- 5.7.1 subject to Clause 5.9, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provisions of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
- 5.7.2 within 90 days of awarding a sub-contract to a sub-contractor, update the notice on Contracts Finder with the details of the successful subcontractor;
- 5.7.3 monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded during the Contract Period;
- 5.7.4 notwithstanding the requirements in Clause 5.2 provide reports on the information at Clause 5.7.3 to the ESFA in the format and frequency as reasonably specified by the ESFA; and
- 5.7.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 5.8 Each advert referred to in Clause 5.7.1 above shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor;
- 5.9 The obligation in Clause 5.7.1 shall apply only in relation to sub-contract opportunities arising after the contract award date.
- 5.10 Notwithstanding Clause 5.7, the ESFA may, by giving its prior written approval, agree that a sub-contract opportunity is not required to be advertised on Contracts Finder.
- 5.11 The Contractor shall ensure that any sub-contract entered into for the purpose of delivering the Services under this Contract contains a term providing that the ESFA has the right to enforce the terms of the sub-contract.
- 5.12 The Contractor shall make payment to any sub-contractor within 30 days of receiving a valid claim for payment and ensure that any sub-contract entered into for the purpose of delivering the Services under this Contract contains a term giving effect to this requirement.
- 5.13 The Contractor may not assign any rights, duties or obligations under this Contract without the consent of the ESFA.
- 5.14 The Contractor must notify the ESFA in writing if there is a change in its name at least one month prior to the change taking effect.
- 5.15 The Contractor must notify the ESFA in writing if there is a change in its ownership at least 12 weeks prior to the change taking effect.
- 5.16 The Contractor shall not without the prior written consent of the ESFA assign, novate or otherwise dispose of or deal in any other manner with (including by means of a change in ownership of the Contractor) any or all of its rights, obligations or liabilities under this Contract. The Contractor shall give the ESFA at least 12 weeks' notice of any such plans. The ESFA reserves the right to take whatever actions it deems necessary, including but not limited to terminating the Contract if it considers in its ESF Contract for Services – Education and Training

absolute discretion that any, or any proposed, assignment, novation, disposal or other dealing, including any change in ownership of the Contractor, may or would

- a. put public funds at risk,
  - b. put at risk the delivery of the Services to Learners, and/or
  - c. The ESFA has any other material concerns about the proposed assignment, novation, disposal or other dealing.
- 5.17 The Contractor must consider the criteria set out in the Funding higher-risk organisations and sub-contractors document which is published on the ESFA's website

<https://www.gov.uk/government/publications/sfa-financial-assurance-higher-riskproviders-and-subcontractors>

## **6 FREEDOM OF INFORMATION AND CONFIDENTIALITY**

### **6.1 Freedom of Information**

6.1.1 The Contractor acknowledges and agrees that the ESFA is subject to legal duties under FOIA, which may require the ESFA to disclose on request information relating to this Contract or otherwise relating to the Contractor.

6.1.2 The Contractor acknowledges and agrees that the ESFA is required by law to consider each and every request made under FOIA for information.

6.1.3 The Contractor acknowledges and agrees that all decisions made by the ESFA pursuant to a request under FOIA are solely a matter for and at the discretion of the ESFA.

6.1.4 Notwithstanding anything in this Contract to the contrary (including without limitation any obligations of confidentiality), the ESFA shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the ESFA shall use reasonable endeavours (but shall not be obliged) to consult the Contractor and shall not:

a) confirm or deny that information is held by the ESFA;

or

b) disclose information requested

to the extent that in the ESFA's opinion the information is eligible in the circumstances for an exemption and therefore the ESFA may lawfully refrain from doing either of the things described in parts (a) and (b) of this Clause 6.1.4.

6.1.5 In relation to information relating to the Contractor or the Contract which the Contractor requests should be exempt under the FOIA the Contractor shall indemnify the ESFA for any and all costs (including legal fees) incurred by the ESFA in:

a) assessing the application of any exemption under FOIA; and/or  
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- b) responding to any FOIA notice; and/or
- c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure

where such costs are incurred pursuant to efforts by the ESFA to withhold Exempt Information.

6.1.6 The ESFA shall on no account be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the disclosure under FOIA of any Exempt Information or other information whether relating to this Contract or otherwise relating to the Contractor.

6.1.7 The Contractor shall assist the ESFA as reasonably necessary to enable the ESFA to comply with its obligations under FOIA.

## 6.2 Confidentiality

The Contractor hereby warrants that:

6.2.1 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall treat all Confidential Information belonging to the ESFA as confidential, safeguard it accordingly and only use such Confidential Information for the purposes of this Contract; and

6.2.2 any person employed or engaged by it (in connection with this Contract in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of the ESFA, except where disclosure is otherwise expressly permitted by the provisions of this Contract.

6.3 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the ESFA is treated as confidential and not disclosed (without prior approval) or used other than for the purposes of this Contract by any of its employees, servants, agents or sub-contractors.

6.4 The provisions of Clauses 6.2 and 6.3 shall not apply to any information:

6.4.1 which is or becomes public knowledge (other than by breach of Clauses 6.2 and 6.3);

6.4.2 which was in the possession of the receiving party, without restriction as to its disclosure, before the date of receipt from the disclosing party;

6.4.3 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the EIR.

6.5 Nothing in this Clause 6 shall be deemed or construed to prevent the ESFA from disclosing any Confidential Information obtained from the Contractor:

6.5.1 to any other Central Government Body, Non-Departmental or Quasi Government Body or agency, central or local;

ESF Contract for Services – Education and Training

- 6.5.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - 6.5.3 to any professional adviser, consultant, contractor or other person engaged by the ESFA directly in connection with this Contract, provided that such information is treated as confidential by the receiving consultant, contractor or any other person;
  - 6.5.4 to the European Union in conjunction with the European Social Fund requirements;
  - 6.5.5 on a confidential basis to any proposed successor body in connection with any assignment disposal of its rights, obligations or liabilities under this Contract.
- 6.6 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the course of the Services, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 6.7 The Contractor will immediately notify the ESFA of any breach of security in relation to Confidential Information and all data obtained in the course of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the ESFA in any investigation that the ESFA considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 6.8 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the ESFA's request if the ESFA reasonably believes the Contractor has failed to comply with Clause 6.7.
- 6.9 The ESFA reserves the right to publish details of this Contract and the payments made under it to comply with the Government's transparency requirements.
- 6.10 The provisions of this Clause 6 will apply for the duration of the Contract Period after its termination.

## **7 EQUALITY OF OPPORTUNITY**

- 7.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or reenactment thereof or any other statutory provision relating to discrimination in employment or the provision of services. The Contractor shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract. The Contractor will comply with the detailed requirements in relation to equality of opportunity set out in Clauses 7.2 to 7.4.
- 7.2 The Contractor must, in delivering the Services under this Contract, demonstrate that it has had regard to the duties placed on the ESFA and the Contractor by the Equality Act 2010. The Contractor must take all reasonable steps to ensure the observance of

these provisions by all servants, employees or agents of the Contractor and all sub-contractors engaged in the delivery the Services.

7.3 The Contractor shall ensure that equality of opportunity is built into all aspects of Services; the business planning process; and the self-assessment process. The Contractor shall use analysis of data to inform future planning to improve the representation, participation and success of underrepresented and underachieving groups and challenge stereotyping. The Contractor shall use appropriate, specific and measurable objectives. These must be proportionate, relevant and aligned to the Services the Contractor is funded to deliver.

7.4 The ESFA may use a variety of equality information and data to support judgements about quality and eligibility for funding. These may include, but are not limited to: inspection judgements for equality and diversity, judgements from the Equality and Human Rights Commission, and the success and participation rates of different groups of Learners.

## **8 LEARNER HEALTH, SAFETY & WELFARE**

8.1 The Contractor shall ensure so far as reasonably practicable that learning takes place in safe, healthy and supportive environments, which meet the needs of Learners. The Contractor shall provide information to the ESFA, as and when specifically requested, to give assurance that adequate arrangements exist for Learner health, safety and welfare.

8.2 Where part of the learning takes place in an environment outside the direct control of the Contractor, the Contractor shall take all reasonable steps to ensure that adequate arrangements are in place to ensure the health and safety of Learners.

8.3 The Contractor shall make arrangements for ensuring that the Provision is provided with a view to safeguarding and promoting the welfare of Children receiving education or training at the institution or under the auspices of the Contractor in an environment outside the direct control of the Contractor. In doing so, the Contractor shall have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further education institutions. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Contract.

8.4 The Contractor shall make arrangements for ensuring that the Provision is provided with a view to safeguarding and promoting the welfare of High Needs Learners aged 18 to 25 receiving education or training at their institution or under the auspices of the Contractor in an environment outside the direct control of the Contractor. This must include the adoption of safer recruitment procedures. In doing so, the Contractor shall make those arrangements as if such Learners were Children and will have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further

education institutions as if it applied to those Learners as if they were Children. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Contract.

- 8.5 The Contractor must carry out appropriate disclosure and barring service checks on all overseas applicants for employment where such applicants would be employed to work in regulated activity relating to Children or vulnerable adults (as defined by the Safeguarding Vulnerable Groups Act 2006) if successful, and must seek additional information about an applicant's conduct
- 8.6 In working with other organisations/bodies, the Contractor shall make arrangements to co-ordinate and co-operate effectively for reasons of Learner health, safety and welfare. In particular, respective responsibilities shall be clearly identified and documented as appropriate, to ensure understanding.
- 8.7 In providing the Services, the Contractor must ensure it actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs, and promote principles that support equality of opportunity for all.
- 8.8 In providing the Services, the Contractor must comply with the general duty on specified authorities in section 26 of the Counter-Terrorism and Security Act 2015 (the Prevent duty) and must have regard to statutory guidance issued under section 29 of the Counter-Terrorism and Security Act 2015. Failure to do so may constitute a Serious Breach of this Contract.
- 8.9 In providing the Services the Contractor must comply with the duty on partners of a panel in section 38 of the Counter-Terrorism and Security Act 2015 (the Channel co-operation duty). Failure to do so may constitute and Serious Breach of this Contract.
- 8.10 The Contractor shall not employ or engage, or continue to employ or engage, any person who is subject to a prohibition order made under section 141B of the Education Act 2002 to carry out teaching work (as defined in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012), or an interim prohibition order made under regulation 14 of the Teachers' Disciplinary (England) Regulations 2012 in respect of any Learners under the age of 19 and High Needs Learners aged 19 to 25 (as if those Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012).
- 8.11 Before employing or engaging a person to carry out teaching work in respect of any Learners under the age of 19 and High Needs Learners aged 19 to 25 (as if those Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012), the Contractor shall take reasonable steps to ascertain whether that person is subject to a prohibition order made under section 141B of the Education Act 2002, or an interim prohibition order made under regulation 14 of the Teachers' Disciplinary (England) Regulations 2012.

- 8.12 The Contractor shall, in circumstances where it sub-contracts the management and/or delivery of the Services under this Contract, ensure that all the provisions in respect of Learner health, safety and welfare in this Clause 8 are included in its contract with each sub-contractor.
- 8.13 The Contractor shall inform the ESFA of the death of any Learner which is a result of work undertaken whilst in employment and who is undertaking a related Learning Programme. This shall be done by informing the ESFA's representative by telephone or email immediately upon the Contractor becoming aware of the death.
- 8.14 The Contractor shall report RIDDOR reportable incidents, and shall investigate or assess the circumstances of all Learner incidents within the scope of RIDDOR and follow HSE guidance 'Investigating accidents and incidents: A workbook for employers, unions, safety representatives and safety professionals' (HSG245) ISBN 0717628272. The Contractor shall only use persons competent to investigate/assess Learner incidents with a view to identifying the causes of any incident and lessons to be learned.
- 8.15 The Contractor shall also monitor, and act on, any other harm to Learners to the extent that the Contractor could reasonably be expected to do so and/or where the harm could affect the quality of the learning experience. Harm includes (but is not limited to) incidents that cause absence from learning, any loss to the Learner of any physical or mental faculty or any disfigurement and incidents of bullying and harassment.
- 8.16 The Contractor shall co-operate with the ESFA and Department for Work and Pensions for the purposes of the Industrial Injuries Disablement Benefit (IIDB) in respect of those Learners to which it applies.
- 8.17 The Contractor and its sub-contractors must be able to demonstrate that they have robust record-keeping procedures in respect of health, safety and safeguarding through checks on record keeping undertaken. Failure to do so will constitute a Serious Breach.
- 8.18 Where the Contractor or one of its sub-contractors refer;
- 8.18.1 A safeguarding concern related to sexual violence to the Local Authority children's social care/adult care and/or the police; or
- 8.18.2 An allegation of abuse made against a teacher or other member of staff to the designated officer(s) at the local authority,
- The Contractor must, as soon as practicable, inform the ESFA via the Contact Form: General Enquires at <https://www.gov.uk/government/organisations/education-and-skills-fundingagency>. Such notification must include the name of the institution, a high level summary of the nature of the incident (without sharing personal information about its victims or alleged perpetrators) and confirmation of whether it is, or is scheduled to be, investigated by the Local Authority and/or the police.
- 8.19 Where the Contractor makes a referral of an individual for the purposes of determining whether that individual should be referred to a panel for the carrying out of an

assessment under section 36 of the Counter-Terrorism and Security Act 2015 of the extent to which that individual is vulnerable to being drawn into terrorism, the Contractor shall ensure it notifies the ESFA that a referral has been made.

8.20 Where the Contractor has made a referral or provided information to the Disclosure and Barring Service in compliance with any duties of the Body under the Safeguarding Vulnerable Groups Act 2006, the Contractor shall ensure that it informs the ESFA that a referral has been made / information has been provided.

## **9 LIABILITY**

9.1 Neither Party limits its liability for death or personal injury cause by the negligence of itself of any of its servants, employees to agents acting in the course of their employment or in respect of misrepresentations made fraudulently in respect of any breach of an implied terms in respect of title to goods.

9.2 Subject to Clause 9.4 the Contractor shall indemnify and keep indemnified the ESFA, their servants, employees, and agents against all loss, damage or liability (whether civil or criminal), claims, demands, costs and expenses incurred by or made against the ESFA, their servants, employees, or agents in respect of any loss or damage or personal injury (including death) which arises out of or in the course of or caused by the negligent act or omission or willful default of the Contractor, their servants or agents in the delivery of the Service except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or willful default of the ESFA or their servants or agents.

9.3 The Contractor warrants to the ESFA that to the best of its knowledge and belief all works carried out under the Contract will not infringe, in whole or in part, any copyright or any other intellectual property right of any person and agrees to indemnify the ESFA against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any works, where such an act is, or is alleged to be, an infringement of a third party's copyright or other intellectual property right. This warranty and indemnity shall survive the termination of the Contract and shall exist for the life of the copyright or other intellectual property right.

9.4 The Contractor's liability under Clause 9.2 shall be limited as follows;

9.5 In accordance with Clause 9.1 it shall be unlimited;

9.6 Otherwise it shall not exceed twice the value of the Contract or £1,000,000 (one million pounds), whichever is the greater.

9.7 Notwithstanding anything to the contrary contained in the Contract, the ESFA's liability whether arising from breach of contract tort including negligence breach of statutory duty or otherwise shall be limited as follows;

9.8 In accordance with Clause 9.1 it shall be unlimited;

9.9 In respect of all other liability falling outside of Clause 9.1 arising out of or in connection with its obligations (other than its obligation to pay for the Services) under this Contract and all actions, claims, demands, proceedings, costs and expense arising in respect of it to a maximum aggregate value of £100,000 (one hundred thousand pound) This maximum liability limit all claims made within the contract term being the Contract Period and any extension of it in accordance with Clause 2.3, and any and all claims made within that period.

9.10 The ESFA shall not be liable to the Contractor for any Indirect Losses.

9.11 The ESFA reserves the right to require the Contractor to secure the provision of an appropriate guarantee in respect of the Contractor's liabilities under this Contract.

## **10 INSURANCE**

10.1 The Contractor shall maintain at its own cost a policy or policies of insurance to cover the liability of the Contractor in respect of any act or default for which it may become liable to indemnify the ESFA under this Contract. The ESFA reserves the right to require the Contractor to insure against any act or default which arises as a result of fraud or other criminal activity by the Contractor, its employees, agents or sub-contractors. The Contractor should provide copies of any insurance certificates to the ESFA including professional indemnity, employers' liability and public liability insurance following a written request from the ESFA.

## **11 ACCESS AND MONITORING**

11.1 When appropriate the ESFA shall give the Contractor reasonable advance notice in writing of proposed visits to the Contractor or its sub-contractors, to observe the delivery of the Services, by any person who has taken or will take no direct part in the conduct or content of the Services.

11.2 For monitoring and evaluation purposes, the ESFA or their representatives, the Secretary of State or their representatives, the National Audit Office, Representatives of the European Commission and the European Court of Auditors, the Inspectorates and HM Treasury shall have the right to visit all or any site(s) and view operations relating to the provision and to inspect relevant documents and interview Learners and the Contractor's staff during these visits in order to:

- a) examine, audit or take copies of any original or copy documentation, accounts, books and records of the Contractor and its sub-contractors that relate to the Contract;
- b) visit, view or assess the design, management and delivery relating to the Contract at any Premises where those operations are carried out (including those of sub-contractors) and conduct relevant interviews, including interviews with Learners, during these visits at any reasonable time;
- c) carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the ESFA's resources in the performance of the Contract.

11.3 The Contractor shall, if required by any of the representatives stated at Clause

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11.2 provide appropriate oral or written explanations.

11.4 The ESFA reserves the right, at any reasonable time, and as it may deem necessary to require the Contractor at its own cost to:

11.4.1 provide evidence of financial resources and the level of turnover sufficient to enable it to continue to perform the Contract;

11.4.2 provide such assurance as the ESFA may require that the delivery of the Services complies with the requirements of the Contract;

11.4.3 obtain a report by an independent accountant of the ESFA's choice on;

11.4.3.1. the financial systems and controls operated by the Contractor or its sub-contractors;

11.4.3.2 the accuracy and regularity of funding claims in respect of payments claimed or received under the Contract;

11.4.3.3 the evidence held by the Contractor or its sub-contractors to support delivery of the Services in accordance with the terms of the Contract.

The Contractor must agree the instructions for the work with the ESFA this may include the ESFA discussing the terms of reference directly with the independent accountant where necessary. The report and the work required in order to produce the report shall be carried out to the satisfaction of the ESFA, and the ESFA must be able to place reliance on it. The Contractor shall provide a copy of any draft report at all stages of reporting and the final report to the ESFA as soon as they are available. The ESFA reserves the right to require the Contractor to publish the final report.

11.4.4 provide a copy of the Contractor's latest audited Accounts and submit further copies of the audited Accounts as they become available;

11.4.5 submit any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by the ESFA;

11.4.6 provide any additional evidence to support payments made under this Contract, as the ESFA shall reasonably require.

11.5 The Contractor shall in performing the Services comply fully with all relevant rules and regulations of the ESFA in force from time to time especially when on the ESFA's premises.

11.6 In addition to the other requirements to provide information set out in this Contract the ESFA reserves the right to request information from the Contractor in order to exercise its responsibilities and/or to fulfill requirements to provide information to the Secretary of State, to account to Parliament and to meet European funding requirements. On occasion, the ESFA will require urgent information from the Contractor.

11.7 The Contractor shall provide the ESFA or agents acting on its behalf with the information it requires under Clause 11.4.6 at the times and in the formats specified.

This information shall be of sufficient quality to meet the purposes for which it has been requested.

- 11.8 Failure to comply with any request for information under Clause 11.6, at all or in the required timescales, will constitute a Minor / Serious Breach of this Contract.
- 11.9 Where the ESFA has undertaken an investigation or received a report from an independent accountant or otherwise, in relation to the Contractor, it may as a consequence of that investigation or report, impose additional conditions of funding upon the Contractor.
- 11.10 The Contractor must comply with any additional conditions of funding imposed under Clause 11.9.
- 11.11 If the ESFA assesses that the Contractor has failed to comply with any additional conditions of a funding imposed under Clause 11.9 within such time as the ESFA deems reasonable, the ESFA may take actions as it deems appropriate which may include but is not limited to action under Clauses 20.5 20.7 (Minor Breach) or Clauses 20.8 - 20.12 (Serious Breach).

## **12 FUNDING AND PAYMENT**

- 12.1 In consideration of the Services to be provided by the Contractor, the ESFA agrees to pay the Contractor the amounts calculated as described in 'European Social Fund Funding Rates & Formulas 2016 - 2017' (<https://www.gov.uk/government/publications/ESFA-european-social-fund-esffunding-rates-and-formula>) and set out in Appendix 2 of this Contract on condition that the Contractor delivers the Services in accordance with the terms and conditions of the Contract and provided that the Contractor is not assessed as being at serious risk of failure to deliver the Services under this Contract by the ESFA following any review of the quality of the Services.
- 12.2 The Maximum Value of each Learning Programme as shown in Appendix 2 of this Contract may not be exceeded for any reason. The ESFA will not be liable to make any payment in excess of the Maximum Value of each Learning Programme unless this has been agreed and evidenced by a variation in writing.
- 12.3 Where the ESFA identifies that the Contractor is failing to deliver the value of learning of this Contract it reserves the right in its absolute discretion to reduce the overall maximum value for that Learning Programme.
- 12.4 The Contractor shall comply with the Funding Rules published by the ESFA as amended from time to time.
- 12.5 The ESFA reserves the right to give three months' notice to reduce the overall maximum value for any Learning Programme.
- 12.6 Payment by the ESFA shall be without prejudice to any claims or rights, which the ESFA may have against the Contractor and shall not constitute any admission by the ESFA as to the performance by the Contractor of its obligations hereunder. Prior to

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any such payment, the ESFA shall be entitled to make deductions or deferrals in respect of any disputes or claims whatsoever with or against the Contractor, arising from this Contract or any other Contract between the Contractor and the ESFA.

12.7 Where a review, investigation or audit of a sample of the evidence which the Contractor is required to provide under the Contract to support the payments made by the ESFA and identifies errors in that evidence which it deems are material, the ESFA reserves the right at its absolute discretion to require the Contractor to carry out 100% audit of all or part of the Services and/or to recover from the Contractor an amount based on the error rate identified and the total value of the Contract. Such amounts may be recovered by making adjustments to data submitted by the Contractor under the Contract, or by raising an invoice for payment by the Contractor, or making deductions from future payments due to the Contractor under the Contract. Failure to settle such amounts by the Contractor will constitute a Serious Breach under Clause 20 of the Contract. The decision of the ESFA as to the amount of recovery under this Clause 12 is final.

12.8 All payments by the ESFA will be made via BACS.

12.9 The ESFA is generally unable to recover any Value Added Tax charged. The maximum sum payable under this Contract, as set out in Appendix 1 includes the cost of the service and any other VAT or taxes to be charged, where they apply.

12.10 Under the provision of Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by the ESFA and the supply by the person providing that education or vocational training, of any goods or services essential to that provision, is considered to be an exempt supply for VAT purposes.

### **13 REVIEW OF CONTRACTUAL PERFORMANCE AND RECONCILIATION OF CONTRACTS**

13.1 Contractual performance and reconciliation will be carried out in accordance with the Funding Rules.

13.2 Where the Contractor's actual delivery will result or has already resulted in an overpayment to the Contractor by the ESFA, the ESFA will withhold from, or deduct the amount owed from, payments due to the Contractor under the Contract for current or subsequent months or years accordingly.

13.3 Where the Contractor's actual delivery has resulted in an underpayment to the Contractor by the ESFA, the ESFA will adjust the amount due to the Contractor accordingly. This adjustment shall not exceed the overall maximum value set out in Appendix 1 of this Contract.

13.4 Should there be an under or over payment to the Contractor, the ESFA may at their absolute discretion require a Contract variation.

13.5 A Contract review will take place at the end of the period of this Contract in respect of the Services specified in Appendix 1 of this Contract. The ESFA will notify the Contractor of the actual amount of money, which has been earned against the ESF Contract for Services – Education and Training

Services delivered, and compare this to the total profile payments made and to the overall maximum value specified in Appendix 1. At this stage final cash reconciliation will take place. Any overpayment made to the Contractor by the ESFA will be repayable within 30 days of receiving an invoice. The ESFA reserves the right to reduce future payments to recover any overpayments. The ESFA will pay any outstanding monies owed, up to the overall maximum value specified in Appendix 1 of this Contract, within 30 days of final reconciliation being completed.

13.6 The evidence required in respect of each Learning Programme is set out in the Funding Rules and the Contractor must retain such evidence for inspection on demand.

## **14 PROHIBITED ACTIVITIES**

14.1 The Contractor shall not offer or give, or agree to give, to any member, employee or representative of the ESFA any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done

or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with the ESFA or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The Contractor's attention is drawn to the criminal offences created by the Bribery Act 2010. Any offence by the Contractor or its employees or by anyone acting on its behalf under the Bribery Act 2010 in relation to this or any Contract with the ESFA or Her Majesty's Government shall entitle the ESFA to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination and/or to recover from the Contractor the amount of value of any gift, consideration or commission.

14.2 The Contractor shall not enter into any Contract with any political or religious organisation using any funding provided by the ESFA under this Contract if the effect of that Contract would be to promote a particular political or religious point of view.

14.3 The Contractor shall not hold itself out as acting on behalf of the ESFA without the ESFA's permission.

## **15 DATA PROTECTION**

15.1 The Parties acknowledge that for the purposes of Data Protection Legislation, the ESFA is the Controller and the Contractor is the Processor and the Parties are referred to as such within this Clause 15. The only processing that the Processor is authorised to do is listed in Schedule 2.

15.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

15.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include;

15.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

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15.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

15.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

15.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

15.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract;

15.4.1 process that Personal Data only in accordance with Schedule 2 unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data, unless prohibited by Law;

15.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject will not amount to approval by the Controller of the adequacy of the protective Measures), having taken into account the;

15.4.2.1 nature of the data to be protected;

15.4.2.2 harm that might result from a Data Loss Event;

15.4.2.3 state of technological development; and 15.4.2.4 cost of

implementing any measures; ensure that:

(i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 2);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

15.4.3 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

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- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

15.4.4 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

15.5 Subject to clause 15.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request) in relation to processing their data under this Contract only;
- (b) receives a request to rectify, block or erase any Personal Data. Notification in such cases should be given via the ILR;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such a request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event

15.6 The Processor's obligation to notify under Clause 15.5 shall include the provision of further information to the Controller in phases, as details become available.

15.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under Clause 15.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing;

15.7.1 the Controller with full details and copies of the complaint, communication or request;

15.7.2 such assistance as is reasonable required by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

15.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

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- 15.7.4 assistance as required by the Controller following any Data Loss Event;
- 15.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any consultation by the Controller with the Information Commissioner's Office.
- 15.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 15. This requirement does not apply where the Processor employs fewer than 250 staff, unless;
- 15.8.1 the Controller determines that the processing is not occasional;
- 15.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of GDPR; or
- 15.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 15.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 15.11 Before allowing any sub-contractor ("sub-processor") to process any personal Data related to this Contract the Processor must;
- 15.11.1 notify the Controller in writing of the intended sub-contractor and processing;
- 15.11.2 obtain the written consent of the Controller;
- 15.11.3 enter into a written agreement with the sub-contractor which gives effect to the terms set out in this Clause 15 such that they apply to the sub-contractor; and
- 15.11.4 provide the Controller with such information regarding the subcontractor as the Controller may reasonably require.
- 15.12 The Processor shall remain fully liable for all acts or commissions of any of its sub-contractors.
- 15.13 The Controller may, at any time on not less than 30 Working Days' revise this Clause 15 by replacing it with any applicable controller or processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 15.14 The Parties agree to take into account any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working days' notice amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 15.15 Where the Contractor is providing the Services to Learners claiming out of work benefits, the Secretary of State for Work and Pensions (or their successor) is the Controller in relation to Personal Data which the Contractor is required to provide to the Secretary of State for Work and Pensions. This Clause 15 will be enforceable by the Secretary of State for Work and Pensions by the Contractor on their behalf.
- 15.16 Where the Contractor is providing Services to Learners who are subject to the active management of the Offender manager in respect of an order or licence the Secretary of State for Justice (or their successor) is the Controller in relation to Personal Data with the Contractor is required to provide to the Secretary of State for Justice.

## **16 SUBMISSION OF LEARNER DATA**

- 16.1 The Contractor must supply the ESFA data on each individual learner, in accordance with the data collections framework set out in the 'ILR specification, validation rules and appendices 2018 to 2019' as amended and updated, which is published on the ESFA's website <https://www.gov.uk/government/publications/ilrspecification-validation-rules-and-appendices-2018-to-2019>

in accordance with the '*Provider Support Manual*' as amended and updated.

- 16.2 The Contractor must supply the ESFA with data in accordance with the following:

16.2.1 in line with agreed audit arrangements;

16.2.2 in adherence with the Data Protection Act;

16.2.3 to support payments to be made;

16.2.4 to enable reconciliation to take place; and

16.2.5 to support the contract management and allocation processes.

- 16.3 Data collected must be transmitted to the ESFA through the ESFA's web portal <https://www.gov.uk/government/publications/ESFA-the-hub>. Access to the ESFA's web portal is restricted and the Contractor agrees to comply with the conditions of use regarding the supply of data to the ESFA set out in this Clause 16 and in 'Individualised Learner Record Specification 2018/19 and relevant Provider Support Manual as amended and updated available on the ESFA's web site.

- 16.4 The Contractor will only submit data to claim payments under this Contract when the evidence defined in the Funding Rules is available to verify the delivery of the service claimed.

- 16.5 The Contractor will endeavour to collect the full data set for each Learner and work with Learners to minimise the use of 'not knowns' or 'prefer not to say' options.

- 16.6 Where the ESFA is concerned about the quality of the data, including the completeness or accuracy of the data, provided by the Contractor, the ESFA may require the Contractor to supply data more frequently for such a period as the ESFA shall require.

- 16.7 The ESFA reserves the right to require the Contractor, at its own cost, to carry out such work as the ESFA deems necessary to improve the quality of data.
- 16.8 The ESFA reserves the right to suspend payments to the Contractor under the Contract where data quality gives rise to concern about the accuracy of the data provided by the Contractor.
- 16.9 Failure to transmit complete and accurate data to the ESFA in accordance with this Clause 16 will constitute a Serious Breach of Contract in accordance with Clause 20 of the Terms and Conditions of the Contract.
- 16.10 Where the Contractor is providing the Services to Learners claiming out of work benefits, it must provide data to the Secretary of State with responsibility for unemployment or their nominated representative in accordance with the requirements notified to the Contractor. Failure to transmit complete and accurate data under this Clause 16 will constitute a Serious Breach of Contract in accordance with Clause 20 of the General Terms and Conditions of the Contract and may result in payments for this part of the Services to be delayed or withheld.
- 16.11 The Contractor must update the course information funded by the ESFA at [www.coursedirectoryproviderportal.org.uk](http://www.coursedirectoryproviderportal.org.uk) in accordance with the course directory data requirements which can be found at <https://coursedirectoryproviderportal.org.uk/Help>.
- 16.12 The Contractor shall register with UKRLP and maintain contact details on an on-going basis. (<http://www.ukrlp.co.uk/>).
- 16.13 The Contractor must submit data about any member of its workforce delivering GCSE English and Maths in the format and to the timescales as required by the ESFA.
- 16.14 The Contractor shall complete the Supplementary Data submission to claim activity and costs not reportable through the ILR. The Supplementary Data must be transmitted to the ESFA through the ESFA's web portal: <https://www.gov.uk/government/publications/ESFA-the-hub>
- 17 QUALITY ASSURANCE AND RAISING STANDARDS**

- 17.1 The Contractor undertakes to the ESFA that it has the resources and skills necessary to carry out the Contractor's obligations pursuant to this Contract.
- 17.2 The Contractor shall comply with the Funding Rules published by the ESFA as amended from time to time and any other requirements, which may from time to time be issued by the ESFA, Ofsted, the awarding bodies and other regulatory bodies and of which the Contractor is made aware.
- 17.3 The Contractor shall ensure that all activities carried out pursuant to this Contract shall be documented in accordance with the requirements of the ESFA and shall provide such documentation to them as the ESFA shall request from time to time.
- 17.4 The Contractor shall continuously seek to improve the Services and raise standards to benefit the Learner. The Contractor shall have the primary responsibility for improving

standards and will need to demonstrate to the ESFA's satisfaction that it has an effective quality assurance system based on the implementation of its own quality improvement process. The ESFA reserves the right to require the Contractor to provide the ESFA or an Inspectorate evidence to support the quality improvement processes.

17.5 The Contractor shall use all reasonable endeavours to:

17.5.1 minimise dropout rates and deliver high completion and achievement rates and appropriate progression;

17.5.2 at least meet the minimum quality standards that apply to the appropriate Services purchased. These minimum quality standards will be set out by the ESFA;

17.5.3 ensure competent and appropriately qualified staff deliver and assess learning. The Contractor shall be responsible for the professional development and training of its staff;

17.5.4 offer equality of access to learning opportunities and close equality gaps in learning and outcomes;

17.5.5 provide a safe, healthy and supportive environment, which meets the needs of Learners;

17.5.6 provide good management and leadership of the learning process;

17.5.7 deliver value for money and financial probity; and

17.5.8 ensure all sub-contractors delivering Services under the Contract on behalf the Contractor comply with the requirements set out in 17.5.1 to 17.5.7 above.

17.6 Failure to meet the requirements set out in clauses 17.5.1 to 17.5.8 may result in the ESFA assessing the Contractor to be in Serious Breach of the Contract under Clause 20 of the Contract.

17.7 Where appropriate, the Contractor shall confirm in writing to the ESFA that their Centre Approval Status is still current. The written statement will need to confirm approved centre status for the specific Regulated Qualification Framework (RQF) titles and levels, including awarding body name(s). The Contractor must notify the ESFA immediately in writing if it receives any sanction from an awarding body.

17.8 The ESFA may assess the quality and delivery of the Services and the Contractor's compliance with the requirements in clause 17.5.1 to 17.5.8 during the term of the Contract. The Contractor will be informed of the outcome of that process. Where the ESFA assesses the Contractor to be in Serious Breach of Contract following such assessment the ESFA will issue a notice in accordance with clause 20.9 of the Contract which may:

17.8.1 require the Contractor to meet improvement indicators to improve the quality of its Services. The ESFA will meet with the Contractor to discuss and reach agreement on implementation of these actions and improvement indicators and to agree ESF Contract for Services – Education and Training

arrangements for monitoring and reviewing progress. In such cases reviews will take place at the frequency specified by the ESFA and in agreement with the Contractor;

17.8.2 agree detailed improvement plans and measures that set out clearly the expected timescale for improvement;

17.8.3 agree arrangements for more frequent monitoring of quality improvement plans.

17.9 As part of the delivery of the Services, The Contractor must provide high quality and easily accessible information and advice to help Learners to understand the opportunities and support available to them about education, training or connected matters (including employment);

17.9.1 Where one of the main objectives of the Services to be provided under this Contract is to deliver information and advice, the Contractor will have to have or attain the matrix Standard accreditation within six months of the Contract being awarded; and

17.9.2 If the information and advice is embedded as part of the delivery of the Services the Contractor should work towards achieving the matrix Standard accreditation within 12 months of the start of the Contract.

17.9.3 Where the Services are delivered by a sub-contractor on behalf of the Contractor, the requirements set out in clauses 17.9.1 and 17.9.2 must be applied to the sub-contractor. This does not apply where the Contractor retains responsibility for the delivery of information and advice to the Learners.

17.9.4 Once achieved, matrix Standard accreditation is valid for three years. As part of their accreditation the Contractor is required to successfully demonstrate their continuous improvement activities to their matrix Assessor through the use of the online Self Reflection Tool on an annual basis.

17.10 The Contractor must take all reasonable steps to meet the relevant requirements for data gathering for the FE Choices Performance Indicators as outlined currently at <https://www.gov.uk/government/collections/fe-choicesinformation-for-providers> and in any subsequent updates to these web pages.

## **Financial Health**

17.11 The ESFA reserves the right to undertake a desk based assessment of financial health and control. Should the ESFA, at its absolute discretion, consider that the outcome of any financial health and/or control assessment is inadequate, the ESFA may, in its absolute discretion take one or more of the following actions:

17.11.1 require the Contractor to, and the Contractor shall, accept and comply with additional Contract obligations relating to the improvement of financial health and/or control arrangements;

17.11.2 require the Contractor to suspend the recruitment of Learners to the Services and/or cap any growth in Learner numbers;

17.11.3 give consideration to what changes, if any, are required in its allocations when finalising the amount of funding in any subsequent Contract between the parties; and/or

17.11.4 terminate in accordance with Clause 21.2.8

17.12 Where the Contractor fails to comply with requirements imposed under Clauses 17.11.1 and/or 17.11.2, the ESFA shall consider Termination under Clause 21.2.9

### **Ofsted Inspection**

17.13 The ESFA may at their discretion agree a programme of support for the Contractor to assist it in taking action to improve the quality of the Services.

17.14 When the Contractor receives notification from Ofsted that the Services are to be inspected, the Contractor shall on request provide the ESFA with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of Ofsted. The Contractor must notify the ESFA of the date of the meeting at which Ofsted give feedback on the inspection and allow the ESFA's nominated representative to attend the meeting. The Contractor must confirm to the ESFA in writing the outcome of the inspection within 5 working days of receiving the feedback from Ofsted.

17.15 Ofsted may, at any time during the Term, undertake an inspection of the Contractor. The ESFA will consider the outcome of any such inspection as follows:

### **Inadequate in part**

17.15.1 Ofsted has assessed the Services to be inadequate in any sector specific areas, the ESFA may, in its absolute discretion take one or more of the following actions:

17.15.1.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the Services assessed as inadequate; and/or

17.15.1.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, the Services which is assessed as inadequate; and/or

17.15.1.3 give consideration to the Services which are assessed as inadequate in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or

17.15.1.4 reduce, suspend or recover payment to the Contractor in respect of that part of the Services assessed as inadequate; and/or

17.15.1.5 terminate in accordance with Clause 21.2.11

## **Inadequate overall**

17.15.2 Where the ESFA is made aware that Ofsted has provisionally assessed the Services to be inadequate overall, the ESFA may, in its absolute discretion take one or more of the following actions:

17.15.2.1 require the Contractor to accept and comply with temporary additional Contract obligations relating to the improvement of the overall Services, including but not limited to, requiring the Contractor to temporarily suspend the recruitment of Learning and/or temporarily cap any growth in those Learning Programmes which are assessed as inadequate.

17.15.2.2 commence discussions with the Contractor and the Local Authority within whose area the Contractor is located, either with Ofsted or not, as part of considering what actions as specified in Clause 17.15.3 may be taken.

17.15.3 Where Ofsted has confirmed its assessment that the Services is inadequate overall, the ESFA may, in its absolute discretion take one or more of the following actions:

17.15.3.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the overall Services; and/or

17.15.3.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, those Learning Programmes which are assessed as inadequate; and/or

17.15.3.3 give consideration to the assessment of inadequate in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or

17.15.3.4 reduce, suspend or recover payment to the contractor; and/or

17.15.3.5 terminate this Contract in accordance with Clause 21.2.11 (Termination).

17.15.4 The failure of the Contractor, as assessed by the ESFA, to comply with any requirements of Clauses 17.15.3.1 – 17.15.3.2 within such time as the ESFA may deem reasonable may lead to the ESFA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 21.2.11 (Termination).

17.15.5 The ESFA will take action based on Ofsted's provisional and confirmed outcomes as in Clauses 17.15.2 - 17.15.3 above. Where the ESFA is made aware that the Contractor has made a complaint about the graded outcome of the overall assessment by Ofsted, the ESFA will continue to progress action under Clause 17.15.2 -17.15.3 but will be mindful of the implications arising from the outcome of a complaint. The ESFA will review any decisions made at such time as outcomes of any complaint are made known.

## **Minimum standards**

17.16 The ESFA may, at any time during the Term, undertake an assessment of the quality and delivery of the Services. Where the ESFA assesses that the Services, in whole ESF Contract for Services – Education and Training

or in part, fall below the required standards, the ESFA may, in its absolute discretion, take one or more of the following actions:

- 17.16.1 require the Contractor to accept and comply with additional Contract obligations relating to the improvement of the Services. Such conditions to apply until the Contractor can demonstrate the required improvement to the ESFA's absolute satisfaction; and/or
  - 17.16.2 require the Contractor to suspend the recruitment of Learners to, and/or to cap any growth in, those Learning Programmes which are identified as below the required standards; and/or
  - 17.16.3 give consideration to the Services which are below the required standards in its allocations when finalising the amount of Funding in any subsequent Contracts between the Parties; and/or
  - 17.16.4 reduce, suspend or recover payment to the contractor in respect of that part of the Provision to which the failure to meet the required standards relate; and/or
  - 17.16.5 terminate this Contract in accordance with Clause 21.2.12 (Termination) in full, or that part of the Provision failing to meet the required standards.
- 17.17 The failure of the Contractor, as assessed by the ESFA, to comply with any requirements of Clauses 17.16.1 – 17.16.2 within such time as the ESFA may deem reasonable may lead to the ESFA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 21.2.12 (Termination).
- 17.18 Where the Contractor sub-contracts any part of the Services under this Contract, the Contractor must ensure that the sub-contractor is able to meet the minimum quality standards and any other quality threshold required by the ESFA or identified through an inspection by Ofsted. The ESFA may request evidence from the Contractor that the Services delivered by the sub-Contractor meet the requirements of the Contract.
- 17.19 The Contractor shall for those staff delivering the services be responsible for their professional development and training and meeting any legal requirements to ensure that they are appropriately qualified and trained.

## **17A ADDITIONAL CONTRACTUAL OBLIGATIONS**

- 17A.1 The ESFA reserves the right to impose additional contractual obligations where it considers it is necessary to do so to secure the delivery of education and training of a reasonable quality by the Contractor, or to ensure that the resources provided by the ESFA are being used effectively and efficiently or to require the Contractor to address concerns about its financial viability

## **18 FRAUD AND IRREGULARITY**

- 18.1 The Contractor shall notify the ESFA immediately where it becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Contract including, but not limited to, cases of:

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18.1.1 collusion with members of the staff of the ESFA or employees of the Department for Education;

18.1.2 computer fraud;

18.1.3 the submission to the ESFA of inaccurate, incomplete, misleading or falsified information for the purpose of a claim for funding;

18.1.4 fraud involving awarding bodies;

18.1.5 fraud involving sub-contractors;

provided that nothing in this Clause 18 shall require the Contractor to do anything, which may cause it to infringe any law.

18.2 Where the ESFA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Contract and payments made hereunder, the ESFA shall have the right of access to the Contractor's premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records including electronic records and to interview the Contractor's servants or agents engaged with the delivery of the Contract.

18.3 Where the ESFA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Contract or any other contract between the ESFA and the Contractor and payments made there under it shall have the right to suspend payments and/or require the Contractor to suspend recruitment of Learners under this Contract and any other Contract between the Parties.

18.4 The Parties shall co-operate in the identification of Learners who may be unlawfully claiming benefits. The ESFA may from time to time brief the Contractor as to the co-operation and assistance it reasonably requires including the provision of information regarding fraud by Learners. The ESFA shall provide a named contact or telephone answering machine for receiving such information.

## **19 PUBLICITY AND USE OF LOGOS**

19.1 The Contractor will comply with the ESF programme publicity requirements set out in the Funding Rules. Failure to comply with these requirements will incur financial penalties from external auditors that the ESFA will recover from the Contractor.

## **20 BREACH**

20.1 For the purpose of this Clause 20, the following definitions shall have the meanings set out below:

20.2 "Minor Breach" shall mean a delay or non-performance by either Party of its obligations under the Contract which does not materially, adversely or substantially affect the performance or delivery of the Service or the provision of a safe, healthy and supportive learning environment;

20.3 "Serious Breach" shall mean any breach defined as a Serious Breach in the Contract or any breach or breaches which adversely, materially or substantially affect the performance or delivery of the Services or compliance with the terms

and conditions of the Contract or the provision of a safe, healthy and supportive learning environment. Failure to comply with legislation, or actions or omissions by the Contractor that endanger the Health or Safety of Learners would constitute a Serious Breach.

20.4 For the avoidance of doubt:

- a) neither Party shall be liable for any Minor Breach or Serious Breach under this Clause 20, which occurs as a direct result of any act or omission by the other Party, its staff or agents;
- b) in the event of a breach the Party not in breach may enforce the Clauses in the Contract relating to breach even if it has not done so in the event of earlier breaches.

#### *Minor Breach*

20.5 Without prejudice to any other remedy, in the event of a Minor Breach, the Parties will adopt the following procedure:

20.6 The Party not in breach shall be entitled to serve written notice on the Party in breach, giving full details of the breach and requiring the other Party to remedy the breach within a specified period.

20.7 If the Party in breach fails to remedy the Minor Breach within the time specified in notice served under Clause 20.6 or such other period as may be agreed between the Parties it shall constitute a Serious Breach by the Party in breach.

#### *Serious Breach*

20.8 Without prejudice to any other remedy, in the event of a Serious Breach, which is capable of remedy, the Parties shall adopt the following procedure:

20.9 The Party not in breach shall be entitled to serve written notice on the other Party giving full details of the breach and requiring the Party in breach to remedy the breach within a specified time period.

20.10 Where the ESFA has served a notice under clause 20.9 the ESFA has the right to require the Contractor to suspend the recruitment of Learners until the ESFA has confirmed that the breach has been remedied.

20.11 In the event that a Serious Breach of the Contract by the Contractor cannot be remedied within the period specified in the notice served under Clause 20.9 or such other period as may be agreed between the Parties the ESFA may cease funding the Contractor in respect of that part of the Service to which the Serious Breach relates.

20.12 In the event that any Serious Breach cannot be remedied at all or within the period specified in the notice served in accordance with Clause 20.9 or such other

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period as may be agreed between the Parties, the Party not in breach may at its sole discretion terminate the Contract or that part of the Service to which the breach relates with immediate effect on notice in writing to the other Party.

## **21 TERMINATION**

21.1 The Contractor shall notify the ESFA in writing immediately upon the occurrence of any of the following events:

21.1.1 where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or it makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage their affairs; or

21.1.2 where the Contractor is not an individual but is a firm; or a number of persons acting together in any capacity; if any event in clauses 21.1.1 or 21.1.3 of this condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or

21.1.3 where the Contractor is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or management with its creditors, or an administrator, receiver or manager is appointed by the company, a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

21.2 The ESFA may terminate the Contract without liability to the Contractor by giving to the Contractor, or where relevant their representatives written notice, having effect immediately or after such periods as the ESFA may determine as follows;

21.2.1 Where any of the events in Clause 21.1 occur;

21.2.2 In accordance with Clause 20.8 (Serious Breach);

21.2.3 Where the Contractor is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;

21.2.4 In the event that the ESFA is of the reasonable opinion that the conduct of the Contractor amounts to a fundamental breach of the Contract which is incapable of remedy;

21.2.5 ceases to be on the Register of Training Organisations and/or the Register of Apprenticeship Training Providers maintained by the ESFA;

21.2.6 The Contractor or any employee shall have committed any offence under the Bribery Act 2010;

21.2.7 On the occurrence of the statutory provisos contained in regulation 73 (1) (a) to (c) of the Public Contracts Regulations 2015;

- 21.2.8 The outcome of any financial health and/or control assessment undertaken in relation to the Contractor is inadequate;
- 21.2.9 The Contractor fails to comply with requirements imposed under Clauses 17.11.1 and/or 17.11.2;
- 21.2.10 The Contractor fails to comply with requirements imposed under Clauses 17.15.3.1, and / or 17.15.3.2;
- 21.2.11 An Ofsted inspection results in the Services in part or overall thereof being assessed as inadequate;
- 21.2.12 the ESFA assesses that the Services delivered under this Contract, in whole or part, are below the minimum standards;
- 21.2.13 where the ESFA is in receipt of a notice from the Contractor, pursuant to Clause 5.16. and at its absolute discretion the ESFA is satisfied that the change of control will prejudice the Contractor's ability to deliver the Services.
- 21.3 In addition to the rights of termination under any this and any other clauses of this Contract, the ESFA shall be entitled to terminate this Contract in respect of all or part of the Service provided under the Contract by giving to the other not less than three months' notice to that effect without the need to give a reason for termination.
- 21.4 Termination under Clause 21 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Contract.
- 21.5 Where the Contractor goes into administration or liquidation, the ESFA must be assumed to be a creditor of the Contractor. The Contractor must take steps to ensure that the ESFA is provided with details of the administrator or liquidator and receives notification of any creditors meetings. The ESFA will confirm whether in fact it is a creditor within 8 weeks of being notified that the Contractor is in administration or liquidation.
- 21.6 The Contractor shall upon termination of the Contract immediately deliver up to the ESFA all correspondence, documents, specification papers and other property belonging to the ESFA, which may be in its possession or under its control.
- 21.7 Notice of termination of the Contract under Clause 17, Clause 20 or this Clause 21 shall result in the Contractor being removed from the Register of Training Organisations and/or the Register of Apprenticeship Training Providers maintained by the ESFA.
- 21.8 The Contractor must not recruit new Learners after notice of termination of the Contract has been given under Clause 17, Clause 20 or this Clause 21. The ESFA will not be liable to make payments in respect of any Learners recruited in breach of this Clause.

## **22 TRANSFER OF RESPONSIBILITY AND TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 PROVISIONS ON EXPIRY OR TERMINATION**

- 22.1A Where there are Transferring Former Supplier Employees (as defined in Schedule 1) between the Former Supplier (as defined in Schedule 1) and the Contractor, the provisions set out in Schedule 1 to this Contract shall apply.
- 22.1 The Parties agree that if upon termination of this Contract or any part of the Service being provided under the Contract, circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 2006 are applicable, the provisions of Schedule 1 shall apply.
- 22.2 The Parties agree that on termination or expiry of this Contract for any reason, the continuity of the Services is of paramount importance. The Contractor shall do its utmost to minimise disruption caused to Learners and to assist the implementation of any contingency plan proposed by the ESFA either prior to or after the termination or expiry of this Contract, to deal with the effects of such termination or expiry in so far as it is practicable to do so.
- 22.3 On termination or expiry of this Contract for any reason the Learner Files will become the property of the ESFA. The Contractor shall allow the ESFA his servants or agent to have access to its premises to remove Learner Files or otherwise comply with a request by the ESFA to transfer Learner Files to any third party nominated by the ESFA.
- 22.4 The Contractor shall, at no cost to the ESFA, promptly provide such assistance and comply with such timetable as the ESFA may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Services (or its equivalent) upon the expiry or other termination of this Contract. The Contractor shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation. The ESFA shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Contract.
- 22.5 Such assistance may include, (without limitation) delivery of documents and data in the possession or control of the Contractor or its sub-contractors, which relate to performance, monitoring, management and reporting of the Programme, including the documents and data, if any, referred to in the Schedules.
- 22.6 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the ESFA to ensure an orderly transfer of responsibility for provision of the Services.

## **23 FORCE MAJEURE**

- 23.1 Neither party shall be liable for any delay or failure to meet its obligations under this Contract due to any cause outside its reasonable control, including (without limitation), inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure or fire. If performance of the service is substantially prevented for a continuous period of 6

months by virtue of any of the aforesaid events, then either party may terminate this Contract by written notice to the other.

## **24 PUBLIC REPUTATIONS OF THE PARTIES/PRESS RELEASES**

- 24.1 Both Parties recognise their respective public reputations and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.
- 24.2 The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the approval of each Party which shall not be unreasonably withheld or delayed.

## **25 NOT USED 26 RETENTION OF DOCUMENTS**

- 26.1 The Contractor must retain the documentation to verify the delivery of the Services as set out in the Funding Rules.
- 26.2 Without prejudice to any of the other rights under the Contract to recover funds, the ESFA will be entitled to recover from the Contractor any sums which it is required to repay to the European Social Fund as a result of the Contractor's failure to comply with this Clause 26.
- 26.3 The provisions of this Clause 26 shall apply during the continuance of this Contract and after its termination howsoever arising.

## **27 STATUS OF CONTRACT**

- 27.1 Nothing in this Contract shall have the effect of making the Contractor, the servant or agent of the ESFA, the Contractor (if an individual) represents that he is regarded by both the Inland Revenue and the Department for Work and Pensions as self-employed and accordingly shall indemnify the ESFA against tax, national insurance contributions or similar imposed for which the ESFA may be liable in respect of the Contractor by reason of this Contract.

## **28 WAIVER**

- 28.1 No failure or delay on the part of either Party hereto to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

## **29 THIRD PARTY RIGHTS**

- 29.1 Save as specifically provided in the Contract none of the terms of this Contract are intended to be enforceable by any Learner or other third party.

## **30 NOTICE**

- 30.1 Any notice or other document to be given under this Contract shall be in writing and shall be deemed to have been duly given if left at or sent by first class post by Royal

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Mail Special Delivery or other fast postal service or by facsimile or other electronic media to a Party at the address or relevant telecommunications number for such Party or such other address as the Party may from time to time designate by written notice to the other.

30.2 All such notices and documents shall be in the English language. Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or on the day of delivery or where notice is given by facsimile or other electronic media, on the working day following the delivery or transmission provided that a printed report is obtained confirming successful transmission or if the addressee acknowledges receipt. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

### **31 GOVERNING / JURISDICTION**

31.1 This Contract shall be governed by and construed in accordance with English Law.

### **32 DISPUTE RESOLUTION**

32.1 Any dispute, difference or question arising between the Parties either during the currency of the Contract or afterwards shall be referred to the nominated contacts for the ESFA and the Contractor for discussion and review in order to try to resolve the same.

32.2 In the event of the nominated contacts being unable to resolve the relevant issue, either party may request in writing that the matter is referred to the ESFA's nominated representative and the Contractor's representative nominated for this purpose (jointly "the Dispute Resolution Panel") for formal review and consideration. Any request for referral to the Dispute Resolution Panel must include details of the dispute and any proposals to resolve it.

32.3 The Dispute Resolution Panel must meet within 28 days of receiving a request for referral made in accordance with Clause 32.2 above.

### **33 FEEDBACK AND COMPLAINTS**

33.1 The primary responsibility for receiving feedback and investigating complaints promptly and thoroughly in respect of the Services shall rest with the Contractor shall have procedures in place, which are acceptable to the ESFA, to gather and act upon feedback and complaints from Learners and/or their representatives and employers and the wider community.

33.2 The Contractor must ensure that Learners are made aware of its procedure for dealing with complaints and that the procedure is clear and accessible to Learners who wish to complain.

33.3 The Contractor shall be responsible for resolving complaints in accordance with its own procedures and any guidance issued by the ESFA.

33.4 Where a complaint has not been resolved to the satisfaction of the complainant the Contractor will advise the complainant of his or her right to complain to the ESFA and co-operate with any investigation carried out by the ESFA and act on any recommendations made by the ESFA following the investigation.

## **34 STATE AID**

34.1 The Contractor should satisfy itself, if the European rules on State Aid apply to the Services delivered under this Contract and comply with the programme requirements set out in the Funding Rules.

34.2 Where the rules on State Aid apply, the ESFA will supply to the Contractor details of the records that the Contractor will need to collect and retain.

34.3 The ESFA reserves the right to require the Contractor to obtain a contribution towards the cost of the Services delivered under this Contract from the employer of any participant. Where a contribution is required, the ESFA will confirm to the Contractor in writing the exact percentage of the contribution.

34.4 Where ESFA requires the Contractor to obtain a contribution towards the cost of the Services under Clause 34.3 above, the Contractor must provide evidence that the contribution has been received.

34.5 In the event that any funding paid under this Contract is deemed to constitute unlawful state aid the ESFA reserves the right to require immediate repayment of any such funding.

## **35 INTELLECTUAL PROPERTY RIGHTS**

### **35.1 Definitions**

#### **“Background Intellectual Property”**

Any Intellectual Property, other than Foreground Intellectual Property, which is used in performing the Services or comprises part of the Work;

#### **“Confidential Information”**

Includes all designs, drawings, data, specifications and all other technical business and similar information relating to the Services including all readable or computer or other machine readable data or material and any material relating to or comprising software which may be part of the provision of the Services;

#### **“Foreground Intellectual Property”**

Is any Intellectual Property that arises or is obtained or developed by, or on behalf of, the Contractor in respect of the Work in the course of or in connection with the provision of the Services excluding Learner Files; **“Intellectual Property”**

Is any patent, registered design, copyright, database right, design right, topography right, trade mark, trade name, application to register any of the aforementioned rights,

trade secret, inventions, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world including, without limitation:

- (a) any renewals, revisions and extensions created or provided by the laws of any country;
- (b) all rights of action and remedies (including but not limited to an injunction, damages and/or an account of profits) in relation to past infringements; and
- (c) the right to apply for registration of any such rights in any country of the world;

**“Work”**

Means all materials created by the Contractor as a result of the provision of the Services including Confidential Information.

35.2 In consideration of the ESFA making the payments to the Contractor in connection with the Services the Contractor hereby grants (and, where relevant, shall procure from any necessary third parties the grant) to the ESFA a non-exclusive, irrevocable, worldwide, royalty-free licence (with the right to license others) of any of the Contractor’s Foreground Intellectual Property that the ESFA may reasonably require to be able fully to exploit, develop and commercialise the results of the Services, including, without limitation, the Work.

35.3 The provisions of this Clause 35 shall apply during the continuance of this Contract and after its termination howsoever arising.

**36 DISPOSAL OF ASSETS AND CHANGE OF USE**

36.1 In respect of Assets whose value exceeds £2,500 including VAT the following provisions shall apply.

36.2 For the purposes of this section:

- a) ‘Asset’ shall mean any property, real or personal, tangible or intangible;
- b) an Asset shall be considered to have been financed by the ESFA if it has been acquired wholly or partly with funds provided by the ESFA;
- c) the use of any Asset shall be considered to have changed if the Contractor uses it for any purpose other than for the provision or connected with the provision of Services under the Contract;
- d) ‘the appropriate proportion thereof’ shall be the proportion represented by the amount of funding provided by the ESFA to acquire, develop or improve an asset in relation to the entire price paid for its acquisition, or its market value when its development or improvement have been completed.

36.3 The Contractor shall ensure that any Asset financed by the ESFA is adequately insured.

- 36.4 The Contractor shall inform the ESFA if it proposes to dispose of, or change the use of, any Asset that has been financed by the ESFA.
- 36.5 The Contractor shall not dispose of any Asset financed by monies provided by the ESFA unless it has first obtained the written consent of the ESFA to such a disposal.
- 36.6 Where the Contractor disposes of the Asset it shall pay to the ESFA whichever is the greater either the amount of funding provided by the ESFA in respect of the Asset or the net proceeds of any disposal of an Asset, or the appropriate proportion thereof, to the ESFA unless otherwise agreed with the ESFA.
- 36.7 If the Contractor changes the use of any such Asset it will be treated as a disposal and the Contractor shall make a payment to the ESFA in accordance with Clause 36.6 above.
- 36.8 In the event of the Contractor being taken over, merging or going into liquidation, all Assets financed by the ESFA, or the equivalent portion of their market value, will become the property of the ESFA.
- 36.9 The provisions of this Clause 36 shall apply during the continuance of this Contract and after its termination howsoever arising. The ESFA shall reserve the right to decide when its interest in Assets financed by the ESFA under the terms of the Contract shall cease.

## **37 HEADINGS**

37.1 The headings to conditions shall not affect their interpretation.

## **38 ENTIRE CONTRACT / AMENDMENTS**

38.1 The Contract shall comprise the following:

Terms and Conditions

Appendix 1 & Appendix 2

Schedule 1 Staff Transfer

Schedule 2 Processing, Personal Data and Data Subjects

The Specification

The Contractor's response to the Specification including the Delivery Plan

Funding Rules

The 2014 to 2020 ESF Programme ESF Specifications Deliverables Evidence Requirements

The European Social Fund Operational Programme 2014-2020

ESF Contract for Services – Education and Training

Education and Skills Funding Agency Contract Reference ESFA-14996  
[www.gov.uk/ESFA](http://www.gov.uk/ESFA)

38.2 This Contract constitutes the entire Contract between the Parties and shall not be varied except by an instrument in writing signed by the Parties.

## APPENDIX 1 - SUMMARY OF FUNDING

<b>Organisation Name:</b>	NEW COLLEGE DURHAM			
<b>UKPRN:</b>	10004576			
	<b>Contract Ref</b>	<b>Start Date</b>	<b>End Date</b>	<b>Maximum Contract Values</b>
EMPLOYEE SUPPORT IN SKILLS - North Eastern LEP	ESF-5019	01/04/2019	31/07/2021	£7,200,000
<b>Total Funding for this contract</b>				<b>£7,200,000</b>
Education and Skills Funding Agency	Appendix 1	Master Contract ref: ESFA-14996		

Date: Thursday, May 2, 2019 11:51 AM

**Funding Agreement**

***EMPLOYEE SUPPORT IN SKILLS - North Eastern LEP***

**(Appendix 2)**

***North Eastern LEP***

**Provider:** NEW COLLEGE DURHAM

**Master Contract Ref:** ESFA-14996

**Start Date:** 01/04/2019

**Contract Ref:** ESF-5019

**Tender Specification Ref:** itt\_30379

**Specification Title:** SSW

**LEP:** North Eastern LEP

REDACTED UNDER FOIA SECTION 43(2)



**European Union**

European  
Social Fund

**UKPRN:** 10004576

**End Date:** 31/07/2021

**Lot Ref:** R22502

**Agreement:** 25S17C02083

**Funding Agreement**

***EMPLOYEE SUPPORT IN SKILLS - North Eastern LEP***

**(Appendix 2)**

**Provider:** NEW COLLEGE DURHAM

***North Eastern LEP***



**Master Contract Ref:** ESFA-14996

**Start Date:** 01/04/2019

**End Date:** 31/07/2021

**Contract Ref:** ESF-5019

**Tender Specification Ref:** itt\_30379

**Lot Ref:** R22502

**Specification Title:** SSW

**Agreement:** 25S17C02083

**LEP:** North Eastern LEP

REDACTED UNDER FOIA SECTION 43(2)

**Funding Agreement**

**EMPLOYEE SUPPORT IN SKILLS - North Eastern LEP**



**(Appendix 2)**

**North Eastern LEP**

**Provider:** NEW COLLEGE DURHAM

**UKPRN:** 10004576

**Master Contract Ref:** ESFA-14996

**Start Date:** 01/04/2019

**End Date:** 31/07/2021

**Contract Ref:** ESF-5019

**Tender Specification Ref:** itt\_30379

**Lot Ref:** R22502

**Specification Title:** SSW

**Agreement:** 25S17C02083

**LEP:** North Eastern LEP

REDACTED UNDER FOIA SECTION 43(2)

# SCHEDULE 1 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 AND PENSIONS ASPECTS

## STAFF TRANSFER

### 1 DEFINITIONS

In this Schedule, the following definitions shall apply:

<b>“Admission Agreement”</b>	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
<b>“Eligible Employee”</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
<b>“Fair Deal Employees”</b>	those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Schedule 9.1 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
<b>“Former Supplier”</b>	a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any subcontractor of any such sub-contractor);
<b>“New Fair Deal”</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
<b>“Notified Sub-</b>	a sub-contractor identified in the Annex to this

<b>contractor”</b>	Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
<b>“Replacement Sub-contractor”</b>	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any subcontractor of any such sub-contractor);
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;
<b>“Relevant Transfer Date”</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>“Schemes”</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “Alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
<b>“Service Transfer”</b>	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
<b>“Service Transfer Date”</b>	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
<b>“Staffing Information”</b>	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement, gender and place of work;

- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"Supplier's Final  
Supplier  
Personnel List"**

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

**"Supplier's  
Provisional Supplier  
Personnel List"**

a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**“Transferring Authority Employees”**

those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;

**“Transferring Former Supplier Employees”**

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and

**“Transferring Supplier Employees”**

those employees of the Supplier and/or the Supplier’s sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## **2 INTERPRETATION**

Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be.

**PART A: NOT USED**

**ANNEX TO PART A: NOT USED**

## **PART B: Transferring Former Supplier Employees at commencement of Services**

### **1 RELEVANT TRANSFERS**

1.1 The Authority and the Supplier agree that:

- (a) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- (b) as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Authority shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Authority shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

### **2 FORMER SUPPLIER INDEMNITIES**

2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- (b) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

- (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
- (c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (ii) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- (d) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- (e) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (f) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any sub-contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
- (b) arising from the failure by the Supplier and/or any sub-contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- (a) the Supplier shall, or shall procure that the Notified Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Supplier; and
- (b) the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Authority, the Supplier shall, or shall procure that the Notified Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3(b):

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved,

the Supplier and/or any Notified Sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Notified Sub-contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor (as appropriate) against

all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

- (a) shall not apply to:
  - (i) any claim for:
    - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
    - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any sub-contractor; or
  - (ii) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Supplier and/or any Notified Sub-contractor (as appropriate) to the Authority and, if applicable, the Former Supplier, within 6 months of the Effective Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-contractor and the Supplier shall, or shall procure that the Notified Sub-contractor shall, comply with such obligations as may be imposed upon it under the Law.

### **3 SUPPLIER INDEMNITIES AND OBLIGATIONS**

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Authority and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

- (a) any act or omission by the Supplier or any sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

- (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - (ii) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Supplier or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Supplier or a Sub-contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (ii) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates

to financial obligations arising on or after the Relevant Transfer Date;

- (g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- (h) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- (i) a failure by the Supplier or any sub-contractor to comply with its obligations under Paragraph 2.8 above

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

#### **4 INFORMATION**

The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The

Authority shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

## **5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

5.1 The Supplier shall, and shall procure that each sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- (a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- (b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- (c) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (d) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

## **6 PROCUREMENT OBLIGATIONS**

Notwithstanding any other provisions of this Part B, where in this Part B the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **7 PENSIONS**

The Supplier shall, and shall procure that each sub-contractor shall, comply with the pensions provisions in the following Annex.

## **ANNEX TO PART B PENSIONS**

### **1 PARTICIPATION**

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Authority:
- (a) undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
  - (b) agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Authority if the Supplier breaches any obligations it has under the Admission Agreement; and
  - (c) agree that notwithstanding sub-paragraph (b) the Supplier shall notify the Authority in the event that it breaches any obligation it has under the Admission Agreement and when it intends to remedy such breaches.
- 1.3 The Supplier shall bear its own costs and all costs that the Authority reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current Civil Service pensions administrator onboarding costs

### **2 FUTURE SERVICE BENEFITS**

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's

Department or any actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### **3 FUNDING**

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the nonpayment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### **4 PROVISION OF INFORMATION**

The Supplier and the Authority respectively undertake to each other:

- (a) to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- (b) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### **5 INDEMNITY**

The Supplier undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

## **6 EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

## **7 SUBSEQUENT TRANSFERS**

The Supplier shall:

- (a) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- (b) provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Authority may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- (c) for the applicable period either
  - (i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or
  - (ii) after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## **8 BULK TRANSFER**

Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- (a) fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- (b) instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to

participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

- (c) allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
- (d) indemnify the Customer on demand for any failure to pay the Shortfall as required under sub-paragraph (c) above.

## **PART C: No transfer of employees at commencement of Services**

### **2 PROCEDURE IN THE EVENT OF TRANSFER**

1.1 *The Authority and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Authority and/or any Former Supplier.*

1.2 *If any employee of the Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Authority and/or the Former Supplier to the Supplier and/or any sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:*

(a) the Supplier shall, and shall procure that the relevant sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, give notice to the Former Supplier; and

(b) the Authority and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier or the sub-contractor (as appropriate) or take such other reasonable steps as the Authority or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2(b) is accepted (or if the situation has otherwise been resolved by the Authority and/or the Former Supplier), the Supplier shall, or shall procure that the sub-contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period specified in Paragraph 1.2(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or (c) the

situation has not otherwise been resolved,

the Supplier and/or the sub-contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

### **2 INDEMNITIES**

2.1 Subject to the Supplier and/or the relevant sub-contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Authority shall:

- (a) indemnify the Supplier and/or the relevant sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Authority referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- (b) procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Authority and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any sub-contractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the sub-contractor (as appropriate) and the Supplier shall, or shall procure that the sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Supplier and/or any sub-contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the sub-contractor and the Supplier shall indemnify the Authority and any Former Supplier, and shall procure that the sub-contractor shall indemnify the Authority and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the subcontractor.

2.4 The indemnities in Paragraph 2.1:

- (a) shall not apply to:
    - (i) any claim for:
      - (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
      - (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any sub-contractor; or

- (ii) any claim that the termination of employment was unfair because the Supplier and/or any sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in Paragraph 1.2(a) is made by the Supplier and/or any sub-contractor to the Authority and, if applicable, Former Supplier within 6 months of the Effective Date.

### **3 PROCUREMENT OBLIGATIONS**

Where in this Part C the Authority accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Supplier contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **PART D: Employment Exit Provisions**

### **3 PRE-SERVICE TRANSFER OBLIGATIONS**

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
  - (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
  - (c) the date which is 12 months before the end of the Term; and
  - (d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any 6 month period),

it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Authority.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Authority or at the direction of the Authority to any Replacement Supplier and/or any Replacement Sub-contractor:
- (a) the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
  - (b) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Authority shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of the Authority, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1(a), 1.1(b) and 1.1(c), the Supplier agrees, that it shall not, and agrees to procure that each sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (b) make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 During the Term, the Supplier shall provide, and shall procure that each subcontractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services;
- (c) the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Call Off Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part

B of this Call Off Schedule 10 (as appropriate); and

- (d) a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

## **2 EMPLOYMENT REGULATIONS EXIT PROVISIONS**

2.1 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Authority and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall, and shall procure that each sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Supplier or any sub-contractor occurring on or before the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
  - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory

authority relates to financial obligations arising on and before the Service Transfer Date; and

- (ii) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel list, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Supplier or any sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any sub-contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel list for whom it is alleged the Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

- (b) arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Supplier's Final Supplier Personnel list claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel list a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any sub-contractor to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- (a) the Authority shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
- (b) the Supplier may offer (or may procure that a sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Subcontractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a sub-contractor, the Authority shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Authority shall advise the Replacement Supplier and/or Replacement Subcontractor, as appropriate that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the

Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

(a) shall not apply to:

(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

(ii) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.5(a) is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each sub-contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel list before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any

necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Supplier and/or any sub-contractor; and
- (b) the Replacement Supplier and/or the Replacement Sub-contractor.

2.12 The Supplier shall, and shall procure that each sub-contractor shall, promptly provide to the Authority and any Replacement Supplier and/or Replacement sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each sub-contractor in writing such information as is necessary to enable the Supplier and each sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Authority shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any

Replacement Sub-contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- (a) any act or omission of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- (b) the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Service Transfer Date of:
  - (i) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (ii) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

- (d) any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (i) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (ii) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment

Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

**ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS**

## **APPENDIX G TO CLAUSE 1 OF SCHEDULE 1**

### **TRANSFER VALUES**

Bulk transfer values will be inserted in the Contract prior to signing.

## Schedule 2

### Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	<p>The subject matter is the personal data of Learners on education or training programmes administered by the ESFA that are subject to this Contract as defined in the ESFA privacy notice and ILR specification and its appendices.</p> <p><a href="https://www.gov.uk/government/publications/esfa-privacy-notice">https://www.gov.uk/government/publications/esfa-privacy-notice</a></p> <p><a href="https://www.gov.uk/government/collections/individualised-learnerrecord-ilr">https://www.gov.uk/government/collections/individualised-learnerrecord-ilr</a></p>
Duration of the Processing	<p>The duration of the Processing covers the data returns to the ESFA as defined in Appendix A of the ILR specification to enable funding and audit of the learning programmes defined in this Contract.</p> <p><a href="https://www.gov.uk/government/collections/individualised-learnerrecord-ilr">https://www.gov.uk/government/collections/individualised-learnerrecord-ilr</a></p>
Nature and purposes of the Processing	<p>The nature and purposes of the processing is defined in the ESFA privacy notice.</p> <p><a href="https://www.gov.uk/government/publications/esfa-privacy-notice">https://www.gov.uk/government/publications/esfa-privacy-notice</a></p> <p>The Contractor will be required to submit the data to the ESFA as set out in Clause 16 Submission of Learner Data of this Contract.</p>
Type of personal data	<p>The personal data to be processed is defined in the ILR specification.</p> <p><a href="https://www.gov.uk/government/collections/individualised-learnerrecord-ilr">https://www.gov.uk/government/collections/individualised-learnerrecord-ilr</a></p>
Categories of data subject	<p>The data subjects are Learners on education or training programmes administered by the ESFA that are subject to this Contract.</p>

Description	Details
<p>Retention and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Information on how the data must be supplied to the ESFA is detailed in the ILR specification and its appendices.</p> <p><a href="https://www.gov.uk/government/collections/individualised-learnerrecord-ilr">https://www.gov.uk/government/collections/individualised-learnerrecord-ilr</a></p> <p>For the purposes of both the DfE and the Department for Work &amp; Pensions as data controllers of the data, the Contractor is required to retain the data for the funding and audit purposes set out in this Contract until 31 December 2030</p> <p>The Contractor (and any other data controller) is responsible for determining any further need to process the data, including its retention, prior to secure destruction.</p>



Education & Skills  
Funding Agency



# **SPECIFICATION**

**INVITATION TO TENDER: 30379**

**Supply of Skills Support for the Workforce**

**DATE: August 2018**

**SPECIFICATION: Skills Support in the Workforce**

**DEFINITION OF TERMS**

**At Risk of Redundancy:** means employees identified by the employer as at risk of Redundancy or where formal consultation with staff representatives on the need to make Redundancies has commenced.

**Basic Skills:** means one or more of the following: literacy (English); numeracy (maths) or ESOL (where English is not the participant's 'mother tongue') (at entry level or above).

**Contract:** has the meaning given in the terms and conditions of Contract.

**Contract Period:** has the meaning given in the terms and conditions of the Contract.

**Contractor:** means the contractor who is appointed to supply the Services in a Lot Area.

**Conversion Rate:** means the rates at which the ESFA expects Participants should be able to achieve the Progression Outcomes as described in Table B.

**Data Capture Form:** means a form provided by ESFA to ensure that the employers of Participant's meet state aid regulations.

**Disability:** The main national definition is as defined in section 6 of the Equality Act 2010. See link. <https://www.gov.uk/definition-of-disability-under-equality-act-2010>. which refers to a person who: (i) has a physical or mental impairment; and (ii) the impairment has a substantial and long term negative effect on a person's ability to carry out normal day to day activities.

**Disabled:** means a person with a Disability.

**Eligible:** means

- a) in respect of Strand 1, Employed individuals who are aged 16 or over who meet the Eligibility Criteria and are otherwise eligible to receive the Services ;
- b) in respect of Strand 2, Unemployed individuals, individuals who are Recently Redundant or individuals At Risk of Redundancy who are aged 16 or over who meet the Eligibility Criteria and are otherwise eligible to receive the Services .

**Eligibility Criteria:** means the eligibility criteria set out in European Social Fund Programme for England 2014-2020 National Eligibility Rules, linked here: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/626878/ESF\\_national\\_eligibility\\_rules.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/626878/ESF_national_eligibility_rules.pdf) which describe the criteria for assessing whether an individual is entitled to receive the benefit of the Services.

**Employed:** People are employed if they perform work for pay, profit or family gain. People

are self-employed if they work in his/her own business for the purpose of earning a profit, even if they are not making a profit or are just setting up. This also includes individuals on zero hour contracts.

**Enterprise:** means any person engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed persons and family businesses , and partnerships or associations regularly engaged in an economic activity.

**Evidence Requirements:** means the requirements set out in Funding Rules 2014-2020 ESF Programme ESF Specifications Deliverables Evidence requirements

**Funding Rules:** The document that sets out the funding and performance-management rules for the European Social Fund (ESF) 2014 to 2020 Programme for contracts operating from 1 April 2019.

**IAG:** Information, advice and guidance service offered to Participants by the Contractor as part of the Services.

**Individual Learning Plan:** means an individual learning plan as set out in the Funding Rules.

**LARS:** means the Learning Aims Reference Service as described here <https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx>

**LEP:** has the meaning given in the terms and conditions of Contract.

**Less Developed Area:** a region where GDP per capita is less than 75% of the EU-27 average ([http://ec.europa.eu/eurostat/statisticsexplained/index.php?title=National\\_accounts\\_and\\_GDP](http://ec.europa.eu/eurostat/statisticsexplained/index.php?title=National_accounts_and_GDP) ).

**Lot Area:** the geographical area in which the Services are required to be delivered.

**Maximum Contract Value:** means the maximum amount which the Contractor may be paid by the ESFA under this Contract per Lot Area, as specified in Part 4

**Micro Businesses:** an Enterprise with fewer than 10 employees and an annual turnover or balance sheet of less than EUR 2 million.

**More Developed Area:** a region where GDP per capita is above 90% of the EU-27 average, [http://ec.europa.eu/eurostat/statistics-explained/index.php?title=National\\_accounts\\_and\\_GDP](http://ec.europa.eu/eurostat/statistics-explained/index.php?title=National_accounts_and_GDP)

**Non-Regulated Activity:** those activities that are listed as non-regulated in the Learning Aims Reference Service (LARS) on the Hub <https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx>

**Outcome:** means:

- i. a Participant Assessment and ILP Outcome (ST01)



- ii. a Regulated Learning Outcome (RQ01)
  - iii. a Non Regulated Activity Outcome (NR01)
  - iv. a Progression Paid Employment Outcome (PG01)
  - v. a Progression Education Outcome (PG03)
  - vi. a Progression Apprenticeship Outcome (PG04); or
  - vii. a Progression Traineeship Outcome (PG05)
- each as more particularly described in the Evidence Requirements.

**Outcome Payment:** means the payment to be made by the ESFA to the Contractor per Outcome achieved by a Participant (subject to the Contractor achieving the Evidence Requirements) in accordance with Part 3 (Funding Model).

**Participant:** means an Eligible individual who receives the Services in the Lot Area in accordance with the Contract.

**Progression Outcome:** means any one of: a Progression Paid Employment Outcome (PG01), a Progression Education Outcome (PG03), a Progression Apprenticeship Outcome (PG04) or a Progression Traineeship Outcome (PG05), each as more particularly described in the Evidence Requirements.

**Qualifications:** A formal outcome assessment and validation process, which is obtained when a competent body determines that an individual has achieved learning outcomes to, given standards.

**Regulated Qualifications Framework:**

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/461298/RQF\\_Bookcase.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/461298/RQF_Bookcase.pdf)

**Recently Redundant:** Individuals who are Unemployed as a result of Redundancy which occurred within in the 3 months prior to the individual starting on the programme delivered.

**Redundancy:** where an employee is dismissed and this is wholly or mainly attributable to the employer:

- i. ceasing or intending to cease to carry on the business for the purposes of which the employee was employed by it;
- ii. ceasing or intending to cease to carry on that business in the place where the employee was so employed; or
- iii. having a reduced requirement for employees to carry out work of a particular kind or to do so at the place where the employee was employed to work

as set out in 139(1) of the ERA 1996.

**Regulated Learning:** are those activities that are listed as regulated in the Learning Aims Reference Service (LARS) on the Hub:

<https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx>

**Service Commencement Date:** has the meaning given in the terms and conditions of the Contract.

**Services:** The provision of education, training or support delivered to Participants in the Lot Area in accordance with the Contract so as to achieve one or more Outcomes in respect of Participants.

**Small and Medium sized Enterprises:** means Enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

**Strand 1:** means skills support services for the Workforce.

**Strand 2:** means skills support services for those Unemployed individuals, individuals who are Recently Redundant or individuals At Risk of Redundancy.

**Survey:** Where applicable, long term sustained outcomes, over 6 months will be monitored separately. Some ESF indicators will be collected by survey by the ESF Managing Authority directly from the Participants.

**Supplementary Data Returns:** means the return to claim funding based on information not collected through the Individualised Learner Record (ILR).

<https://www.gov.uk/government/publications/sfa-supplementary-data-collection>

**Transition Area:** a region where GDP per capita is between 75% and 90% of the EU-27 average

[http://ec.europa.eu/eurostat/statisticsexplained/index.php?title=National\\_accounts\\_and\\_GDP](http://ec.europa.eu/eurostat/statisticsexplained/index.php?title=National_accounts_and_GDP).

**Unemployed:** are persons who are: refers to persons who are without work, available for work and actively seeking work. Persons considered registered unemployed would be included. Where the period of unemployment is greater than 6 months for a person under 25 years old and greater than 12 months for who is 25 years old or older then the persons are classed as long-term Unemployed

**Workforce:** individuals who are Employed.

## **PART 1: SERVICE REQUIREMENTS**

1. The Contractor shall commence delivery of the Services immediately with effect from the Service Commencement Date.
2. The Contractor shall:
  - a. undertake a robust initial assessment of eligible Participants;
  - b. deliver vocational training which must be regulated units and qualifications on the Regulated Qualifications Framework ;and
  - c. be able to support individuals into higher levels of training and workplace

progression; and

- d. offer locally tailored solutions and flexible delivery to meet the skills and apprenticeship priorities of employers and employees in Lot Area
  - e. Ensure that where subcontractors are used they are fully resourced and staffed to perform their elements of the Services.
3. The Contractor shall maintain a physical operational base within the Lot Area throughout the Contract period and shall otherwise ensure it is able to provide Services to the whole of the Lot Area.
  4. The Contractor shall ensure that it is fully resourced to commence delivery of the Services on the Service Commencement Date.

### ***Management and quality assurance***

5. The Contractor shall put in place and maintain effective management arrangements throughout the Contract Period. The Contractor's management arrangements shall include (without limitation) arrangements to ensure that:
  - a. the Services are delivered in accordance with this Contract;
  - b. the needs of Participants are fulfilled;
  - c. the Services are delivered to a high quality throughout the Contract Period; and
  - d. effective quality assurance and improvement processes are in place.
6. The Contractor shall ensure that the Services are flexible and responsive to local conditions, the changing economic and political landscape and take into consideration that the approach and associated processes may change during the life of the Contract. The Contractor shall make such changes to the Services as may be required by ESFA from time to time to reflect such changes.

### ***Partnership working***

7. The Contractor shall ensure that the Services complement and avoid duplication with similar existing provision, including (but not limited to) services offered to Participants by Department for Work and Pensions, Big Lottery, Mayoral Combined Authority, Education and Skills Funding Agency, local authorities, National Careers Service and the Careers Enterprise Company funded provision.
8. The Contractor shall ensure that the Services are designed to reflect local needs and opportunities and are updated from time to time to respond to changes to local needs and opportunities as well as policy changes.

9. The Contractor shall work with employers to identify their skills gaps and needs in order



to drive employer growth.

10. The Contractor shall establish links with Jobcentre Plus and shall ensure that visits to public or private sector employers are made in conjunction with Jobcentre Plus and National Careers Service wherever possible to ensure a smooth, efficient and joined up approach.

11. The Contractor shall co-operate with Jobcentre Plus when working with Jobcentre Plus clients including but not limited to notifying Jobcentre Plus:

- a. when Participants fail to attend training; and
- b. of any instances where Participants leave training due to starting work.

***Market intelligence and local knowledge***

12. The Contractor shall ensure that the Services are designed and delivered to:

- a. take into account conditions prevailing in the Lot Area as described in Part 4 with respect to the current employment market and the current and future social and economic indicators including labour market intelligence;
- b. target local skills shortages and gaps within the Lot Area;
- c. work alongside any existing skills support structures the Lot Area

***Management information and reporting***

13. The Contractor shall develop and operate a management information systems which enables the submission of data to the ESFA via the Individual Learner Record (ILR) and provides for Supplementary Data Returns.

14. The Contractor shall ensure that all evidence required to support payments is collected and retained in accordance with the Evidence Requirements before the Contractor makes a claim for payment from the ESFA. The Contractor will provide supporting evidence to ESFA on request.

15. The Contractor shall provide LEPs and the ESFA with details of the Regulated Learning and Non-Regulated Activity that is provided by its subcontractors as reasonably requested and broken down to the level requested (e.g. ward/district).

16. The Contractor shall provide ESFA with a monthly report by the 4<sup>th</sup> working day in each month setting out such performance data as the ESFA may reasonably require including (but not limited to):

- a. Participant and employer data at ward/district level covering the referral source, the qualifications offered and delivered, the cohorts supported, the employer information, the sector of employer and sector of support provided; b. pipeline activity;
- c. progress made against Contractor's profile for delivery of the Services;
- d. actions Contractor proposes to undertake if performance has not met the anticipated profile;
- e. current and future employer and partner engagement;
- f. where the Contractor is providing services under another contract separate returns shall be required in respect of each such contract.

17. The information listed in clause 15 above is not exhaustive. The ESFA, the LEP and the Contractor shall meet to refine these requirements prior to the Service Commencement Date.

18. The aim of the Services is to provide individuals with the opportunity to develop the skills that will enable them to progress in employment.

19. The Services to be provided by the Contractor comprise of two strands of activity:

- a. Skills support for the Workforce (Strand 1); and
- b. Skills support for Unemployed individuals, those At Risk of Redundancy or Recently Redundant (Strand 2).

**Strand 1: Skills support for the Workforce**

20. The Contractor shall provide the following services under Strand 1:

- a. provide support to employers to employ and develop individuals to fill intermediate (equivalent to Level 2<sup>1</sup>), technical (at any Level<sup>1</sup>) and higher-level (equivalent to Level 3<sup>1</sup> or above) skills gaps and shortages.
- b. addressing the Basic Skills needs of the Employed, particularly in Small and Medium sized Enterprises and Micro Businesses.
- c. increase the skills levels of the Employed to at least the next level up, to encourage progression within the workforce.
- d. increase the number of people with technical and job specific skills, to progress them into education, employment and apprenticeships to support business growth.
- e. increase the skills levels of Employed women to help employers to address the gender employment and wage gap.

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<sup>1</sup> <https://www.gov.uk/what-different-qualification-levels-mean/list-of-qualification-levels>



- f. identify and promote apprenticeships to address skills gaps within the existing workforce.

**Strand 2: Skills support for Unemployed individuals, those At Risk of Redundancy or Recently Redundant**

21. The Contractor shall provide the following services under Strand 2:

- a. Support Enterprises (of any size) that are undergoing industrial restructuring by providing skills and employability support for their employees who are At Risk of Redundancy.
- b. Supporting Recently Redundant individuals where initial contact through previous employers has not been possible.

***Engagement with the LEP***

22. Following the Effective Date, the Contractor shall produce a development plan using the template development plan provided by the ESFA in response to the LEP's needs and shall meet with the ESFA and the LEP to agree and finalise the development plan prior to the Service Commencement Date.

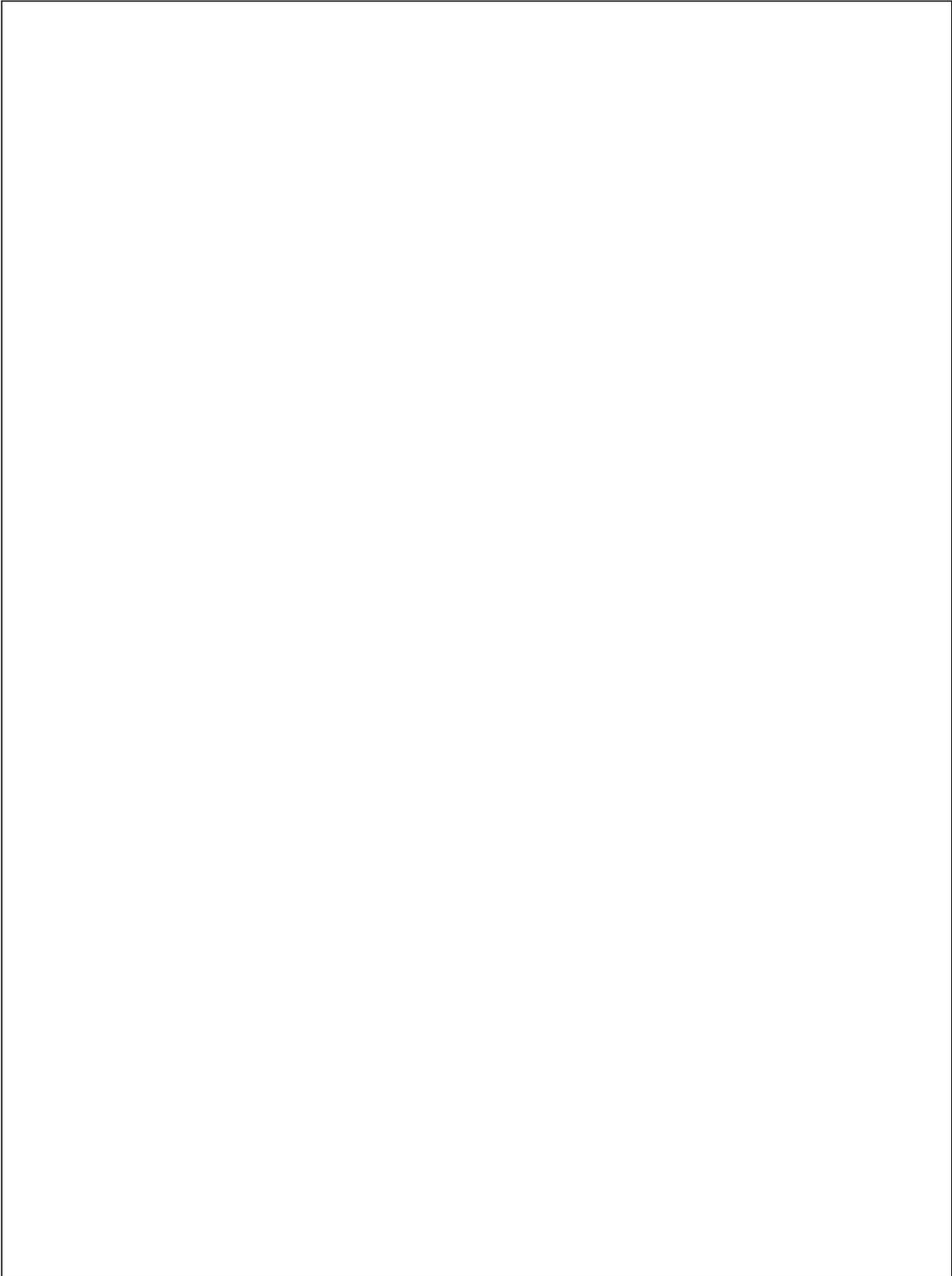
23. Such development plan may include (but is not limited to the following):

- a. research;
- b. co-ordination of labour market information;
- c. proposals to respond to skills needs of LEPs priority sectors;
- d. developing provider responsiveness; and
- e. innovation and employer engagement.

24. The Contractor shall implement the agreed development plan from the Service Commencement Date.

25. The Contractor shall support the on-going implementation of the development plan and shall provide regular updates to the LEP.

26. The Contractor shall, if required by the LEP, but at no additional cost to the ESFA participate in a local steering group including by attending regular steering group meetings and provide relevant management information upon request;





## ***Content of the Services: the Participant's journey***

### **Strand 1: Skills Support for Workforce**

#### *Identifying Participants*

27. The Contractor shall:

- a. Actively promote the Services throughout the whole Lot Area, with particular focus on areas of highest need;
- b. identify and engage with Enterprises to identify, engage and recruit Eligible persons to be Participants within the Lot Area.
- c. employ such methods of engagement with Enterprises as it considers are best suited to maximise engagement with Eligible persons in the Lot Area.

#### *Induction and preparation*

28. The Contractor shall ensure that the Services are developed and designed to:

- a. assess each Participant's current skills profile to produce appropriate learning pathways.
- b. deliver a responsive skills programme that is tailored to the needs of the Lot Area to increase the skill levels of Participants and stimulate growth for businesses
- c. equip Participants with the skills needed to sustain employment and progress in their workplace;
- d. raise the level of attainment achieved by Participants, enabling them to improve their employment status and move them to higher levels of training or apprenticeships.
- e. enable employers to develop Participants to fill skills gaps and shortages through rigorous assessment of the employers' workplace.
- f. establish the employer's eligibility to receive support under State aid regulations by fully completing the Data Capture Form.

29. The Contractor may also provide accredited units of learning at Level 3 and above in subject areas and such provision may also be funded where these do not lead to a full Qualification. The Contractor must ensure that the activity does not duplicate or undermine national policy, including policy on grants and loans.

#### *Delivery of training, learning and interventions*

30. The Contractor shall ensure that the Services include:

- a. a training needs analysis carried out in conjunction with the employer to identify the skills needed to increase the competitiveness of the employer's business.

b. the delivery of skills training and the promotion of apprenticeships to employees on low pay to help them progress and increase their pay and/or working hours or obtain better quality higher paid jobs. This must include support for part-time



- workers who wish to upskill to work additional hours and/or progress within work.
- c. the provision of locally tailored interventions and innovative approaches to meet the skills and apprenticeship priorities of employers and employees within the Lot Area.
  - d. the development and delivery of bespoke packages of learning to meet the identified business needs agreed with the employer who must be engaged with in to shape and direct the Services.
  - e. an innovative and flexible approach so that the Services are delivered in the workplace or at a suitable location with the agreement of the employer within the Lot Area.

#### *IAG and ongoing support*

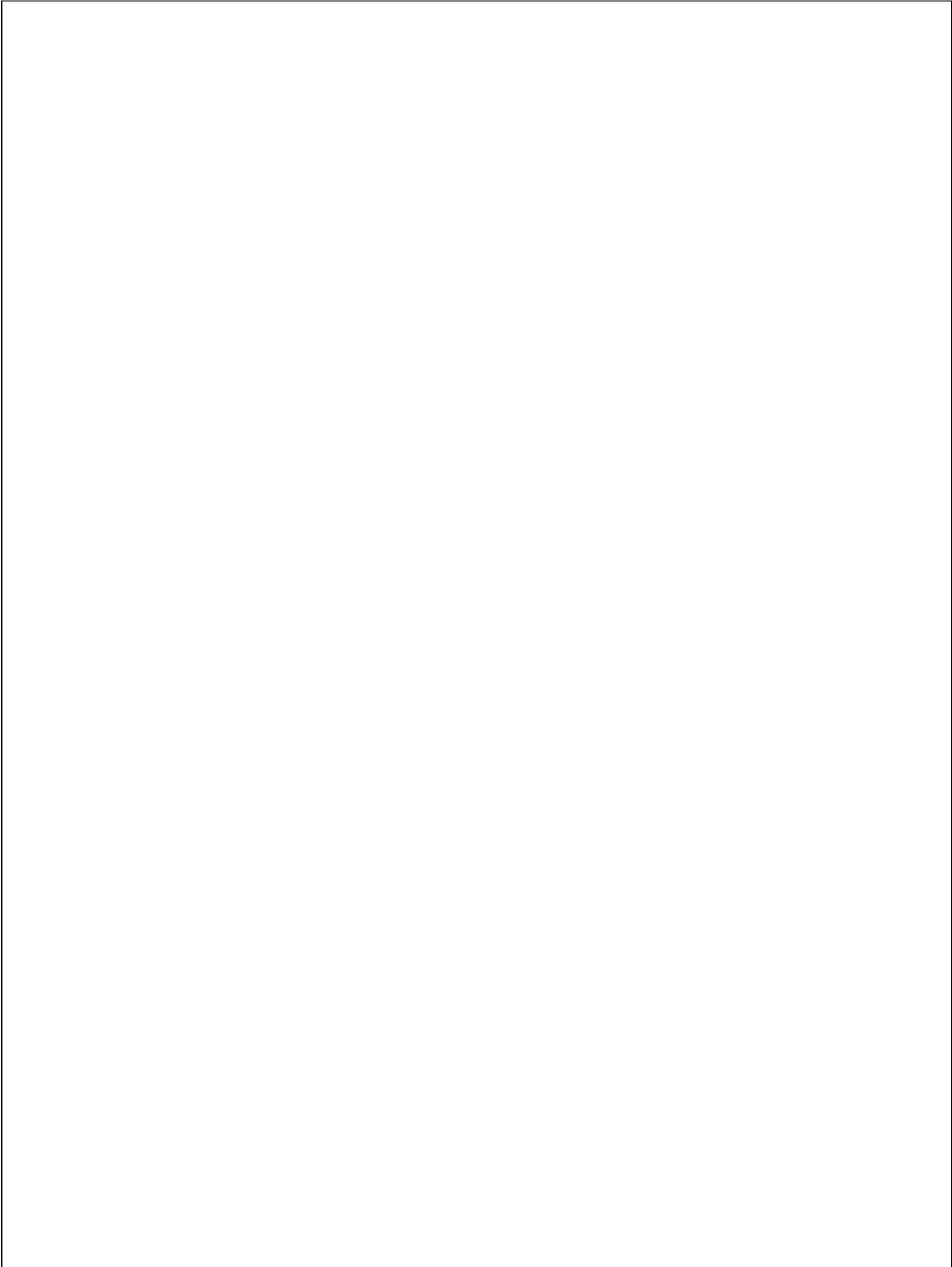
31. The Contractor shall provide advice and guidance, personal development planning, skills development and learning and mentoring on an individual basis to each Participant.
32. The Contractor shall enable Participants to develop their skills including but not limited to the provision of mentoring and on-going support, specific vocational short courses and “bite-sized” learning.

#### *Outcomes*

33. The Contractor shall use reasonable endeavours to achieve one of the Progression Outcomes for each Participant.
34. The Contractor shall use reasonable endeavours to achieve the Conversion Rates in delivering the Services.
35. In selecting Participants, the Contractor shall take into account and use reasonable endeavours to achieve the ESF programme targets for the supply of the Services priority groups in the percentages set out in Part 2, Table A.
36. The Contractor shall use reasonable endeavours to achieve the Estimated Number of Participant Outcomes for each of the Outcomes specified in Part 5, Table C.

#### *Discharge from the Programme*

37. The Contractor shall discharge Participants from the Programme upon completion of the Individual Learning Plan.
38. The Contractor shall:
  - a. Establish clear referral processes to other services and organisations for training solutions that are not provided through the Services.
  - b. Conduct exit interviews with employers to assess the impact of the Services.





## **Strand 2: Skills support for those At Risk of Redundancy or Recently Redundant**

### *Identifying Participants*

39. The Contractor shall:

- a. Actively promote the Services throughout the whole Lot Area, with particular focus on areas of highest need;
- b. Identify and engage with relevant Enterprises to identify, engage and recruit Eligible persons to be Participants within the Lot Area.

40. The Contractors shall undertake a company training needs analysis for those Enterprises undergoing restructuring.

### *Induction and preparation*

41. The Contractor shall ensure that the Services are:

- a. Are available regardless of how few posts within a workplace are At Risk of Redundancy. Where the number of potential redundancies exceed 20, the Contractor shall work with the Department for Work and Pensions and other partners to provide support and training.
- b. delivered to ensure that Participants have the right support and can access qualifications at a time and in a way that is to meet their individual needs.

42. The Contractor may also provide accredited units of learning at Level 3 and above in subject areas and such provision will qualify for funding where these do not lead to a full Qualification in accordance with clause 51. The Contractor must ensure that the activity does not duplicate or undermine national policy, including policy on grants and loans.

### *IAG and interventions*

43. The Contractor shall ensure that the Services:

- a. support those Participants At Risk of Redundancy to remain with their current employer or find alternative employment.
- b. support those Participants Recently Redundant to move into employment.
- c. include the provision of the generic employability skills, including but not limited to: personal presentation skills, interview skills, basic IT skills, and which Participants require to successfully maintain, progress or gain employment.
- d. provide Participants with advice on the relevance of training/skills for the workplace so that they understand the pathways that are appropriate to their intended progression. This must be delivered in conjunction with employers where the Participant is At Risk of Redundancy;

- e. include the provision of targeted, local, relevant IAG and interventions to ensure that the training opportunities are targeted at up-skilling or re-skilling Participants to

improve their employment opportunities.

#### *Outcomes*

44. The Contractor shall use reasonable endeavours to achieve one of the Progression Outcomes for each Participant.
45. The Contractor shall use reasonable endeavours to achieve the Conversion Rates in delivering the Services.
46. In selecting Participants, the Contractor shall take into account and use reasonable endeavours to achieve the ESF programme targets for the supply of the Services priority groups in the percentages set out in Part 2, Table A.
47. The Contractor shall use reasonable endeavours to achieve the Estimated Number of Participant Outcomes for each of the Outcomes specified in Part 5, Table C.].

#### *Discharge from the Programme*

48. The Contractor shall discharge Participants from the Programme upon completion of the Individual Learning Plan[
49. The Contractor shall conduct exit interviews with Participants to assess the impact of the activity.

## **PART 2: PROGRAMME TARGETS**

**Table A**

	<b>Less Developed Area</b>	<b>Transition Area</b>	<b>More Developed Area</b>
Participants over 50 years of age	22%	20%	20%
Participants from ethnic minorities	2%	7%	18%
Participants with disabilities	10%	8%	8%
Participants who live in a single adult household with dependent children	4%	5%	5%
Participants without Basic Skills	19%	18%	18%
Female Participants	53%	49%	49%

**PART 3 FUNDING MODEL**

50. Subject to clauses 51 to 52 below, the Contractor shall be paid an Outcome Payment for each Outcome achieved in relation to a Participant as set out in Table B.
51. The Contractor shall only be entitled to an Outcome Payment for one Progression Outcome for each Participant who achieves a Progression Outcome within 28 days of finishing his or her Individual Learning Plan.
52. For each of RQ01 and NR01, the Contractor shall be paid for provision of Regulated Learning and Non-Regulated Activity in accordance with the Funding Rules based on the rates published in LARS. For each unit of Regulated Learning or Non-Regulated Activity the Contractor shall be paid:
- 25% of the applicable LARS rate on the Participant starting the unit; and
  - 75% of the applicable LARS rate on the Participant completing the unit.
53. The Outcome Payments listed RQ01 and NR01 in Table B are the average cost of learning per Participant. The ESFA expects Participants to be provided with access to whatever provision is required to meet their bespoke needs and the Contractor must manage these outcome charges to ensure these averages are achieved across all Participants for the duration of the Contract.
54. The Contractor shall be entitled to an Outcome Payment for the development plan provided that this is both agreed with the LEP and the ESFA and is implemented from the Service Commencement Date.
55. The Contractor shall provide ESFA with the evidence set out in the Evidence Requirements to demonstrate that payment is due in respect of an Outcome Payment. The ESFA will be under no obligation to make payment until it has received such evidence.

**TABLE B Conversion Rates**

<b>Outcome</b>	<b>Outcome Payment</b>	<b>Conversion Rate</b>
ST01 Learner Assessment and Plan	200	100%
RQ01 Regulated Learning	1179	
NR01 Non Regulated Activity	294	
PG01 Progression Paid Employment (EMP)	500	5%
PG03 Progression Education (EDU)	500	10%
PG04 Progression Apprenticeship (EDU)	600	5%
SD01 Progression within Work	250	20%
SD02 - LEP agreed development plan	20000	

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<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
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<b>BLACK COUNTRY – MORE DEVELOPED</b>
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<b>GEOGRAPHY / AREA OF DELIVERY</b>
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## **LEP background**

The Black Country comprises of the Boroughs of Dudley, Sandwell, Walsall and the City of Wolverhampton. With a population size of 1.18m people, the employment rate is 65.1% with a jobs market of over 446,000 positions. However, the sub-region still faces major challenges that impact upon the ability of businesses to grow and individuals to achieve.

The sub-region has put in place a number of strategic documents and action plans to address current ambitions for employability, education and skills:

Black Country ESIF Strategy 2014-2020 <http://www.blackcountrylep.co.uk/about-us/black-country-plans-for-growth/strategic-european-plan> Black Country Strategic Economic Plan <http://www.blackcountrylep.co.uk/about-us/black-country-plans-for-growth/strategic-economic-plan>

The Black Country Annual Economic Review highlights the progress made and where the focus needs to be for the future.

<https://www.the-blackcountry.com/economic-intelligence-unit/black-country-intelligencereports/black-country-annual-economic-review>

The employment rate in the Black Country is 66.5% compared with 73.8% in England.

The number of people in the Black Country qualified to NVQ4+ is increasing, but to reach the national average of 37.9%, a further 106,660 people need to qualify at this level.

19.5% of the resident population has no qualifications, with a need for a further 83,814 individuals needing to upskill to meet the national average of 7.8%.

Sub-regionally, figures show a diverse population, with forecasts highlighting a significant ageing of the population.

### **Local Authorities:**

Dudley MBC,  
Sandwell MBC  
Walsall MBC  
City of Wolverhampton

### **Key Priorities:**

Priorities are for the sectors with the largest number of jobs in the sub-region which are:

- Retail sector,
- Public Sector,

- Business Services,
- Health and Advanced Manufacturing.
- Environmental technologies and Transport.

Other priorities are:

- High Level qualifications
- Low level qualifications
- 50+

## PART 5 FUNDING AND OUTCOMES

56. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

57. The contract will be for the value of £10,000,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £10,000,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	5456	200	£ 1,091,200.00
RQ01 Regulated Learning			£ 6,434,178.00
NR01 Non Regulated Activity			£ 1,608,572.00
PG01 Progression Paid Employment (EMP)	273	500	£ 136,500.00
PG03 Progression Education (EDU)	546	500	£ 273,000.00
PG04 Progression Apprenticeship (EDU)	273	600	£ 163,800.00
SD01 Progression WITHIN Work	1091	250	£ 272,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 10,000,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

**PART 4: LOCAL SERVICE REQUIREMENTS**

**CHESHIRE AND WARRINGTON – MORE DEVELOPED**

**GEOGRAPHY / AREA OF DELIVERY**

## **LEP background**

Cheshire and Warrington is a highly successful economy. Its economic output is greater than that of the core cities. There are world leading businesses, in world leading sectors, such as Astra Zeneca, Bentley Motors, Unilever and Jungheinrich.

However, challenges lie ahead. 120,000 new jobs are forecast by 2040. This jobs growth will be driven by the key sectors identified in the Strategic Economic Plan (SEP):- Manufacturing; Life Sciences; Energy and Environment; Chemicals; Finance and Business Services; and, Logistics and Distribution.

As well as ensuring that there will be sufficient highly skilled and adaptive people to fill the 120,000 new jobs that are forecast by 2040, there will also be replacement demand from over 230,000 jobs by 2025.

Replacement demand is the highest driver of future labour requirements in Cheshire and Warrington – particularly for manufacturing (35% of the workforce are 50+), public administration (33% of the workforce are 50+) and transport and communication (27% of the workforce are 50+).

The forecast growth and replacement demand for labour will be a major challenge with a current population growth rate of 4.2% (barely half the national rate) and with only 160,000 young people aged 5 to 18 years old in Cheshire and Warrington schools.

Cheshire and Warrington is already a net importer of workers from surrounding areas with around 126,000 people commuting into Cheshire and Warrington every day. This issue is set to become more pronounced. This is because whilst Cheshire and Warrington has relatively high numbers of workers with degree level qualifications, many of these individuals are older workers. The proportion of people aged 20-39 with degree level qualifications increased by only 1.5% between 2004 and 2012 compared to 9.6% in the UK.

Detailed information can be found in the Cheshire and Warrington Strategic Economic Plan <http://www.871candwep.co.uk/strategic-economic-plan/>

Labour market pressures are exacerbated by a clear mismatch between the skills employers need and the skills individuals choose to acquire. This is particularly true for Science, Technology, Engineering and Mathematics (STEM) and Digital skills. In Cheshire and Warrington nearly 25% of the economy is based around manufacturing compared with 10% nationally.

Manufacturing and the other key sectors identified in the Strategic Economic Plan are heavily dependent on attracting individuals who have a sound foundation of STEM and

digital related qualifications, as well as a range of the employability skills that all employers need (team working, resilience, problem solving, etc.).

The speed of change in the nature of work and the increasing levels of innovation means that Cheshire and Warrington needs employers to be at the heart of a skills and education system that is flexible and resilient.

Employers need to have closer relationships with training, skills development and education providers to help shape the curriculum and ensure that it is resilient.

Details of the Cheshire and Warrington Employment and Skills Plan can be found at [www.871candwep.co.uk/resources/skills-education-plan/](http://www.871candwep.co.uk/resources/skills-education-plan/)

Details of the local ESIF Strategy can be found at: <http://www.871candwep.co.uk/investmentprogrammes/european-structural-andinvestment-funds/>

**Local Authorities:**

Cheshire East  
Cheshire West  
Warrington

**Key Priorities:**

The LEP and its partners wants to establish a more coherent curriculum offer – initially building around groups of employers in key sectors (manufacturing and engineering, pharma and life science, energy and environment, chemicals, finance and professional services, logistics and distribution) and around key geographies (Jodrell Bank, Daresbury, Alderley Park, HS2 and the Science Corridor).

The Service will enable groups of large and small employers (grouped by sector or geography as described above) to work together with training, skills development and education providers. Pooling knowledge and resources, establishing a critical mass of Participants and developing coherent packages of training and education initially with a strong focus on STEM and digital skills and the key sectors identified in the Strategic Economic Plan.

The Service will support the employment of independent and impartial skills brokers to work alongside the LEP Growth Hub to assist employers in articulating their aggregated demand for skills, and to work with consortia of training providers in the successful delivery of training packages to meet those needs.

The Service will also support the capacity of skills providers to directly engage with employers and their employees to understand and respond to their skill needs. This will result in the development of packages of support for these employers.

The packages of support will be focused on developing the skills and competencies needed by employees to work successfully in the key growth sectors.

IT and digital skills will be a key underpinning theme of all the training packages.

The packages of support to employers might include:

- Distance learning and blended learning
- Developing skills and refreshing skills for new technologies
- Developing generic training packages that can then be tailored to different businesses or sectors
- Training and peer learning for employees to gain skills at all levels (including leadership skills)
- Support for employees of businesses to share good practice and learn from each other in order to develop high performance working practices
- Wraparound support for Apprenticeships (but not direct funding of employers training or wage costs, including improvement to recruitment and assessment).

Where providers need to develop their capacity to respond and deliver identified skill needs, investment will be available with the direction of the employer-led project board to develop and increase the provider's capacity.

In addition, the Services will establish an information and communications hub that will develop and provide information on the Cheshire and Warrington labour market and employer skill needs. This will provide a resource to partners across Cheshire and Warrington with a view to improving the information underpinning the development of training packages, support for lifelong learning and the delivery of Careers Education Information Advice and Guidance.

The Contractor will work with an employer-led project board, formed with the LEP, which will establish the operational priorities for the Service in the context of the Strategic Priorities established by the Cheshire and Warrington LEP Employment, Education and Skills Board.

The Contractor will produce delivery and performance reports which can be independently verified.

## **PART 5 FUNDING AND OUTCOMES**

58. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

59. The contract will be for the value of £6,100,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £6,100,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	3324	200	£ 664,800.00
RQ01 Regulated Learning			£ 3,920,267.00
NR01 Non Regulated Activity			£ 980,083.00
PG01 Progression Paid Employment (EMP)	166	500	£ 83,000.00
PG03 Progression Education (EDU)	332	500	£ 166,000.00
PG04 Progression Apprenticeship (EDU)	166	600	£ 99,600.00
SD01 Progression WITHIN Work	665	250	£ 166,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 6,100,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>COAST TO CAPITAL – MORE DEVELOPED</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## **LEP background**

The Coast to Capital area has the 7th biggest economy in England and there are currently some of the highest employment rates and lowest unemployment rates ever seen in the region.

It is an international gateway region, with an economy, which benefits greatly from the growth and success of Gatwick airport and the businesses, which locate here because of the airport.

The regional economy is diverse, resilient and has progressed significantly due to excellent international links and a close integration with the London economy.

Our region derives its success from a network of interconnected economic hubs and has:

- Gatwick Airport at its heart,
- Strong economic integration with London through Croydon, the capital's fastest growing borough,
- A range of internationally recognised destinations including Brighton and Chichester,
- A constellation of towns with a variety of economic and residential offers,
- A beautiful landscape that makes a direct economic contribution, attracts visitors from around the world, and raises the quality of life of the region.

## **Workforce**

The Coast to Capital workforce is generally highly skilled; the proportion who have highlevel qualifications surpasses that of the national population.

Employment has reached record levels and unemployment rates are the lowest in 13 years, however there are concerns about the quality of jobs on offer.

The UK Commission for Employment and Skills' Working Futures forecasts for our area show a rapid rise in demand for higher level skills and a steep increase in employment in higher level occupations over the period 2014 to 2020

(<https://data.gov.uk/dataset/workingfutures>). It will be hard to meet this demand unless there is a substantial increase in workforce skills. In addition, our skills forecasts show that the demand for higher-level skills and qualifications in Coast to Capital is going to increase substantially by 2020. Skills shortages and gaps will act as a barrier to growth and prevent us from achieving our growth and employment objectives.

The Coast to Capital area is dominated by SMEs which tend to invest less in workforce development than larger employers, not least because of capacity constraints and because investment costs can be relatively high. We wish to see an increase in the uptake of SMEs engaging in the development of their workforce to promote career progressions, generate opportunities and increase productivity for the organisation.

It is clear that workforce skills in our region need to be addressed. Raising the workforce capabilities of SMEs and ensuring skills provision meets the needs of Coast to Capital's

businesses will help promote sustainable improvements in the labour market relevance of skills provision through active engagement with employers, particularly SMEs and Micro businesses.

Whilst it is difficult to accurately predict the impact on employment of the UK leaving the European Union, it is likely that there will be shortages of labour in lower skilled jobs. It is important to ensure the Coast to Capital area is providing the potential labour market with the skills and aspiration to access these jobs and in time to progress through a career pathway.

Coast to Capital Local Enterprise Partnership's new Strategic Economic Plan (SEP) 201830 for the area can be found at <http://www.coast2capital.org.uk>

In addition, proposed activity must fit with the Coast to Capital ESIF strategy which can be found at [http://www.coast2capital.org.uk/storage/downloads/esif\\_strategy-1475574393.pdf](http://www.coast2capital.org.uk/storage/downloads/esif_strategy-1475574393.pdf)

An economic profile of the Coast to Capital area can be found at [http://www.coast2capital.org.uk/storage/downloads/coast\\_to\\_capital\\_economic\\_profile\\_20171517388688.pdf](http://www.coast2capital.org.uk/storage/downloads/coast_to_capital_economic_profile_20171517388688.pdf)

Further information about the Enterprise Zone can be found at <http://newhavenenterprisezone.com/> and an economic profile of Newhaven can be found here: [http://www.coast2capital.org.uk/storage/downloads/newhaven\\_economic\\_profile\\_20171505225183.pdf](http://www.coast2capital.org.uk/storage/downloads/newhaven_economic_profile_20171505225183.pdf)

#### **Local Authorities:**

There are 17 Local Authorities within the Coast to Capital area made up of county councils, district and borough councils and a national park authority:

- Adur District Council
- Arun District Council
- Brighton & Hove City Council
- Chichester District Council
- Crawley Borough Council
- Croydon Council
- Epsom & Ewell Borough Council
- Horsham District Council
- Lewes District Council
- Mid Sussex District Council
- Mole Valley District Council
- Reigate & Banstead Borough Council
- South Downs National Park Authority
- Surrey County Council
- Tanbridge District Council
- West Sussex County Council
- Worthing Borough Council

#### **Key Priorities:**

## Geography

The Contractor must cover the entire LOT Area. We are particularly keen to see delivery in Newhaven to meet the employment and skills needs of the Newhaven Enterprise Zone, which is a joint initiative between Coast to Capital and Lewes District Council.

The Services in Croydon and Lewes District must complement, and not duplicate, the ESF funded projects available through London LEP (Croydon is in both Coast to Capital and London LEPs) and the South East LEP (Lewes District is in both Coast to Capital and SELEP).

### **Sectors**

The new Coast to Capital SEP does not identify priority sectors but rather sector strength compared with the rest of the country. The Contractor must consider the employment and skills required for these job roles which are suitable for the target group and provide high quality skills training that is sustainable.

### **Priority Group**

Coast to Capital seeks innovative projects that will provide flexible support and training opportunities for Participants employed in the area including, but not limited to, lower paid workers, older workers, those looking at career progression and those under threat of redundancy.

Project activities and provision may include, but not be limited to:

- support for skills shortages or needs in local areas which are not currently being addressed by employers or individuals
- training and interventions for the existing workforce at all levels (including basic skills through to higher level skills – bear in mind the credit level restrictions for training at L3 and higher) .
- support for progression in work e.g. support for intermediate, technical and advanced vocational provision for career progression.
- mid-career reviews and retraining.
- support for intermediate, technical and advanced skills for specific industries and sectors identified as driving growth in local economies in support of other relevant thematic objectives.
- digital skills to support workforce development and career progression.

## **PART 5 FUNDING AND OUTCOMES**

60. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

61. The contract will be for the value of £1,782,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

## TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,782,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	964	200	£ 192,800.00
RQ01 Regulated Learning			£ 1,136,116.00
NR01 Non Regulated Activity			£ 284,034.00
PG01 Progression Paid Employment (EMP)	48	500	£ 24,000.00
PG03 Progression Education (EDU)	96	500	£ 48,000.00
PG04 Progression Apprenticeship (EDU)	48	600	£ 28,800.00
SD01 Progression WITHIN Work	193	250	£ 48,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,782,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

**PART 4: LOCAL SERVICE REQUIREMENTS**

**COVENTRY AND WARWICKSHIRE – MORE DEVELOPED**

**GEOGRAPHY / AREA OF DELIVERY**

## **LEP background**

Engagement in education, skills and lifelong learning is critical for the development of the Coventry and Warwickshire area. By developing a skilled and adaptable workforce, this theme will help to improve productivity, innovation, enterprise and competitiveness. It will help workers to develop the skills needed by business in a knowledge-based economy. The Services should be aimed at supporting employed residents of the Coventry and Warwickshire LEP area obtain qualifications ranging from Basic Skills to Level 4 Qualifications (within the loan policy rules).

The Coventry and Warwickshire area is likely to need up to 25,000 level 2 and level 3 engineers. Alongside this we have technical skills gaps within electrical, structural, mechanical and manufacturing disciplines with particular requirements in metrology and robotics. (Coventry and Warwickshire Local Enterprise Partnership Skills Strategy 2014). In addition to this, there is a need to replace skills gaps around leadership and management, particularly in relation to export markets; promotional activity; IT usage; product design and development; software the existing work force.

A further consideration for the Coventry and Warwickshire area is the proportion of the population that have no qualifications. The areas of North Warwickshire, Nuneaton and Bedworth and Coventry are those with the highest percentage of those people not qualified and alongside this these are also the areas of lower employment (Coventry and Warwickshire Local Enterprise Skills Strategy 2014). By targeting those who lack basic skills this priority will also promote sustainable employment and social inclusion.

Overall, skills shortage vacancies, which occur when employers cannot find people with the right skills and qualifications to do the job, now account for more than one in five of all vacancies. Almost two-thirds of all skill-shortage vacancies are attributed to a lack of technical, practical or job-specific skills. In addition to this, "Softer" skills such as planning and organisation, customer handling, problem solving, team working, communication skills have also been cited as reasons for skills shortage vacancies. (Coventry and Warwickshire ESIF Strategy p61)

*CWLEP Skills Strategy* [https://www.cwlep.com/sites/default/files/skills\\_strategy.pdf](https://www.cwlep.com/sites/default/files/skills_strategy.pdf)

*CWLEP ESIF Strategy*

[https://www.cwlep.com/sites/default/files/coventry\\_and\\_warwickshire\\_esif\\_priority\\_chapters\\_dec\\_2016\\_vfinal.pdf](https://www.cwlep.com/sites/default/files/coventry_and_warwickshire_esif_priority_chapters_dec_2016_vfinal.pdf)

### **Local Authorities:**

Coventry City Council  
Warwickshire County Council (upper tier)  
North Warwickshire Borough Council  
Nuneaton and Bedworth Borough Council  
Rugby Borough Council  
Stratford on Avon District Council

Warwick District Council (5 x lower tier)

**Key Priorities:**

Priority Groups:

- low skilled people in low paid work to help them progress
- activities to start and grow a business from promoting entrepreneurship (including social enterprises) and self-employment, to providing leadership and management training/advice within Small and Medium Sized Enterprises to develop internal capabilities and growth potential.
- upskilling and retraining for industries identified in investment strategies including training costs (including higher level skills)
- staff training and development, independent of their level of education (including higher level skills)
- structural change in the local economy to meet skills gaps at all levels, including for Small and Medium Sized Enterprises and the social economy (including higher level skills)
- those who lack basic skills and level 2 qualifications

Priority Sectors:

Advanced Manufacturing and Engineering

Construction

Retail

IT Services and digital creative

Logistics

Education

Culture and tourism

Health and social care

**PART 5 FUNDING AND OUTCOMES**

62. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

63. The contract will be for the value of £4,500,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

**TABLE C**

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £4,500,000.00

Description	Volumes	Unit Cost	£	
ST01 Learner Assessment and Plan	2449	200	£ 489,800.00	
RQ01 Regulated Learning			£ 2,888,790.00	
NR01 Non Regulated Activity			£ 722,210.00	
PG01 Progression Paid Employment (EMP)	122	500	£ 61,000.00	
PG03 Progression Education (EDU)	245	500	£ 122,500.00	
PG04 Progression Apprenticeship (EDU)	122	600	£ 73,200.00	
PG05 Progression Traineeship (EDU)	490	250	£ 122,500.00	
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00	
<b>Total of ESF Specification</b>			<b>£ 4,500,000.00</b>	

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>CUMBRIA – TRANSITION</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## **LEP background**

Cumbria is the second largest county in England and constitutes around 48% of the land mass of the north west. The county is home to 500,000 residents, with a workforce of 240,000 who are employed in 23,755 VAT/ PAYE registered enterprises

## **Cumbrian Economy**

Over the past 5 years Cumbria's economy has grown faster than nationally, with growth of 22.2% in Gross Value Added (GVA) between 2011 and 2016 and was the 12th fastest LEP area in England.

Headline GVA for Cumbria at current basic prices stood at £11.9bn in 2016. Much of this growth has been driven by West Cumbria, where manufacturing performance has been particularly strong due to the stability of major manufacturing operations.

Although manufacturing GVA in West Cumbria (Allerdale, Barrow and Copeland) has performed well in the past decade, East Cumbria (Carlisle, Eden, South Lakeland) still provides the higher share of Cumbria's GVA with 55% compared to West Cumbria's 45%.

Cumbria is home to a number of large, multinational companies who are major employers, and whose impact spreads much wider through their supply chains.

Notwithstanding the significance of the large employers, our SMEs do provide the backbone of the Cumbrian economy, with 99.8% of businesses employing fewer than 250 people.

## **Priorities**

### **Advanced Manufacturing**

Cumbria has a long industrial heritage and manufacturing companies continue to be significant employers. Two of the UK's largest industrial sites are located in the county, involving the nuclear industry at Sellafield in West Cumbria and the submarine shipyard operated by BAE Systems at Barrow-in-Furness.

Other production units operated by multinational companies can be found throughout the county, including Pirelli Tyres, Nestlé, United Biscuits, Iggesund Paperboard, KimberleyClark, Heinz, Sealy Beds, GSK bio-pharmaceuticals, Innovia Films and Siemens sub-sea technologies.

### **Nuclear and Energy Excellence**

The nuclear industry is one of Cumbria's and the UK's key assets, with a hard-won global reputation for excellence and innovation. Sellafield employs around 10,000 people, over half the UK's nuclear workforce, with thousands more in the supply chain in market-leading

local companies

### **Rural and Visitor**

Cumbria has some of the most sparsely populated areas in the country, which presents economic challenges for sustaining rural communities. However, the rural nature of the county is also one of its best assets. Cumbria is a place of magnificent land and seascapes and tremendous resources. Its topography, location, economic structure and population distribution combine to make it a unique economic area.

The Lake District National Park attracts millions of visitors each year and is widely recognised as one of the most scenic areas of England. The landscape has iconic status due to its association with famous artists and poets including William Wordsworth and Beatrix Potter. Cumbria also contains part of the Yorkshire Dales National Park. The west of the county has a stunning coastline that presents opportunities for economic growth. The north of the county hosts a significant part of Hadrian's Wall, a designated World Heritage Site since 1987, and the historic city of Carlisle

### **M6 Connectivity**

In the UK and Eire context, North Cumbria is at the geographical centre for distribution and redistribution with ample land in key locations to increase storage and warehousing facilities. Logistics currently only represents just over 4% of employment and GVA in the county, but forecasts show potential for 6% growth in employment by 2024 - more than double the projected rate of employment growth across all sectors. Carlisle is the home of the iconic Eddie Stobart brand and Stobart Group, and both are a huge asset to the county.

The M6 provides the strategic route through the county with the connections via the A66 and A590 to the industrial areas in West Cumbria and the Furness peninsula. The recently completed Carlisle Northern Development Route improves the road connectivity to West Cumbria from the north. Although there is good rail connectivity within the county, more needs to be done to improve our infrastructure assets to ensure access to global markets.

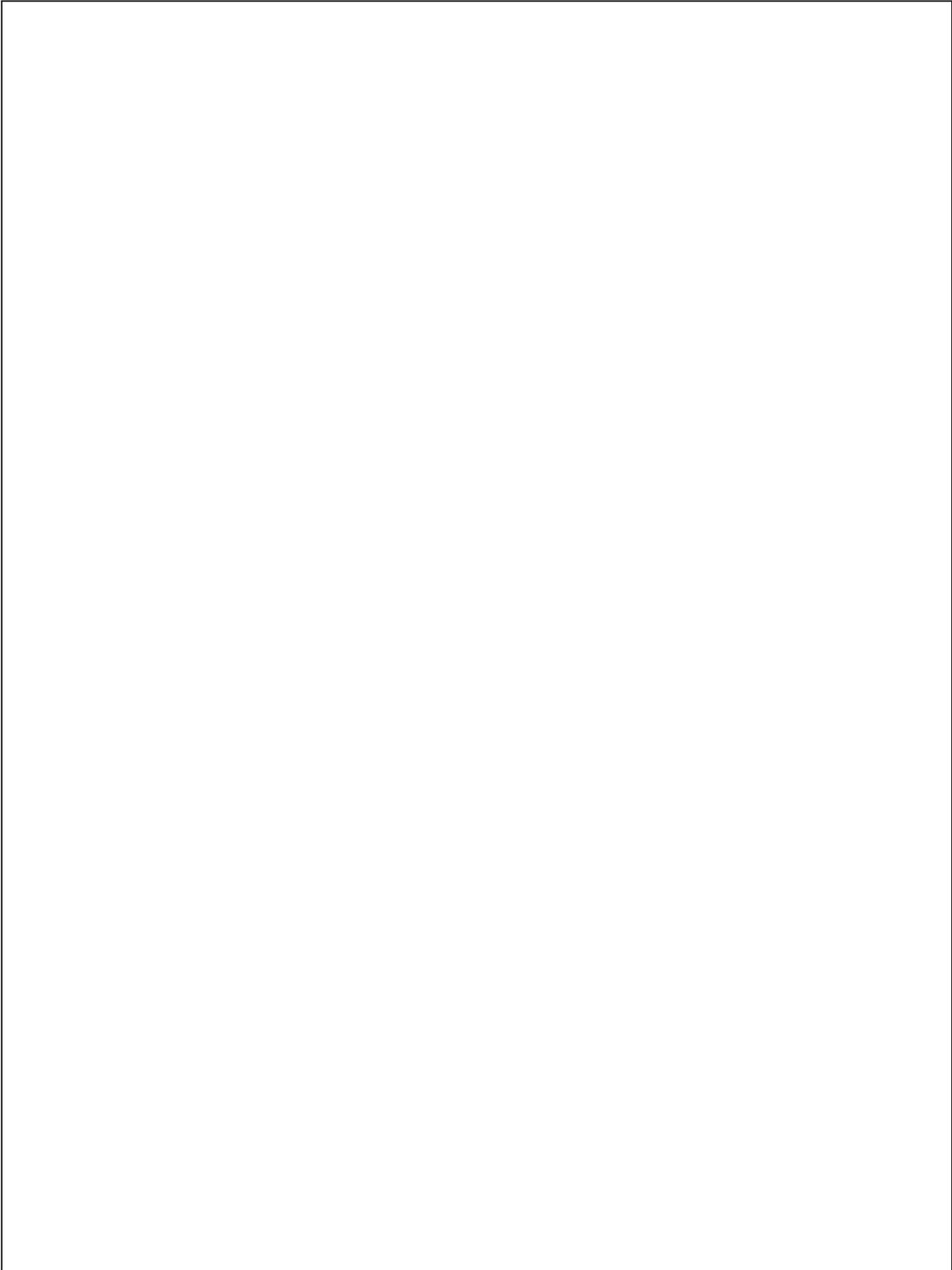
These priorities are underpinned by 4 key economic drivers:

- Business Support
- Infrastructure
- Environmental Sustainability; and
- Skills development

These drivers are essential to grow the whole economy and in particular to maximise key economic assets for Cumbria.

More detail on these priorities and the skills investment plan supporting our ambitions can be found here:

Strategic Economic Plan - <http://www.thecumbrialep.co.uk/wpcontent/uploads/2018/02/Cumbria-LEP-final-report-1-April-2014.pdf>





Skills Investment Plan - <http://www.thecumbrialep.co.uk/wp-content/uploads/2018/02/CumbriaSkills-Investment-Plan-Final.pdf>

### **Local Authorities:**

The service will be delivered within the Cumbria LEP area which is made up of:

- Allerdale
- Barrow in Furness
- Carlisle
- Copeland
- Eden
- South Lakeland

### **Key Priorities:**

#### **The Higher Level Skills Imperative**

In 2014, 28% of Cumbria's working age population was qualified to Level 4 or above – an increase of five percentage points from a decade earlier.

Over the same period, the number of working age residents with no formal qualifications or qualified no higher than Level 1 fell by a combined total of approximately 34,500 residents.

Despite this improvement, Cumbria still has a higher level skills gap when compared with England as a whole, where 33% of the working age population is qualified to Level 4 or above.

It is also of some note that 41% of the replacement demand jobs in Cumbria between 2016 and 2021 (c. 27,500 jobs) are expected to be at Level 4 or above. Currently the county only has 28% of its working age population qualified to this level.

The indications are therefore that not only will it be difficult for Cumbria to meet the replacement demand challenge from a volume perspective it will also be difficult from a skills perspective.

Ensuring that future workforce development interventions are appropriately geared to developing higher level skills, and that steps are taken to stimulate the take-up of Higher and Degree Level Apprenticeships, Foundation Degrees, Masters and other higher level provision will therefore be important.

To support our 23,000 employers and their employees the LEP intends to rise to this challenge through a range of flexible interventions which may include a mixture of short vocational courses and bite size learning to secure progression into higher level skills programmes, and in particular, Higher and Degree level Apprenticeships.

This will support our identified priority sectors of:

- Advanced Manufacturing
- Construction

- Health and Social Care
- Logistics
- Nuclear
- Professional Services
- Rural Economy
- Visitor Economy

## PART 5 FUNDING AND OUTCOMES

64. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

65. The contract will be for the value of £3,285,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £3,285,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1785	200	£ 357,000.00
RQ01 Regulated Learning			£ 2,105,073.00
NR01 Non Regulated Activity			£ 526,277.00
PG01 Progression Paid Employment (EMP)	89	500	£ 44,500.00
PG03 Progression Education (EDU)	179	500	£ 89,500.00
PG04 Progression Apprenticeship (EDU)	89	600	£ 53,400.00
SD01 Progression WITHIN Work	357	250	£ 89,250.00
SD02 - LEP agreed Development Plan	1	2000 0	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 3,285,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

**PART 4: LOCAL SERVICE REQUIREMENTS**

**DERBY, DERBYSHIRE, NOTTINGHAM AND NOTTINGHAMSHIRE - D2- MORE DEVELOPED**

**GEOGRAPHY / AREA OF DELIVERY**

## **LEP background**

The D2N2 area in the East Midlands covers the cities of Derby and Nottingham and the counties of Derbyshire and Nottinghamshire. It is one of the largest LEP areas in the country, with a population of 2.2 million, GVA of £45bn, a stock of some 72,000 businesses, and a workforce of almost 1 million people

D2N2 has a diverse economic geography: including the major cities of Nottingham and Derby, a number of significant sub-regional centres, market towns and areas of deep rurality and high environmental quality, in a rich mix of urban and rural communities across 19 local authority areas.

Much of the area's Gross Value Added (GVA) is generated in and around the two cities, which are also the main centres of population and employment, although a significant proportion (34%) of the area's economic value comes from outside the southern urban belt.

There is a marked gap between the most prosperous parts of the D2N2 area and those facing the biggest economic challenges (ranging from GVA per head of £27.6k in Nottingham and £27.3k in Derbyshire Dales to £14.4k in Gedling and £16k in Erewash).

Although the area is diverse, its places share many characteristics, notably a high concentration of manufacturing across the area, relative to the UK. The main challenges to economic growth – namely relatively low levels of productivity, skills and business density are shared across D2N2, although there are some parts that buck that trend (e.g. high productivity in Derby, driven by the presence of global giants Rolls-Royce and Toyota).

## **The Economic Challenge**

D2N2 is one of the most important local economies in the country. One of 38 LEP areas, it has in absolute terms the 4<sup>th</sup> largest population and the 5<sup>th</sup> largest workforce outside London. However, D2N2 has only the 9<sup>th</sup> largest economy. This means that too many of our businesses just aren't productive enough.

We also have an earnings deficit. There are too many people in lower paid jobs (some 30% of people earn less than the Living Wage) and we don't have enough jobs in higher paid occupations. We also recognise that some parts of D2N2 are starting from a much lower base than others - workplace earnings range from 118% of the England average in Derby, to 65% in Mansfield.

Looking ahead to 2030, we can expect our working-age population to grow only very slightly. So, there won't be a lot of new labour coming into the economy. If we are to become a more efficient and internationally-competitive economy and, at the same time maintain a high level of employment (and minimise unemployment), we need to find ways to produce much more output with the labour we have, as well as attracting the best talent from elsewhere.

We need to enable our workers at all levels to move up the skills escalator into more productive, better-paid jobs that are created in our transformed economy – and ensure that they are equipped with the skills they need for the jobs of tomorrow.

Our future success depends on how effective we are at managing the transition to a higher-value economy. Enabling our businesses and workers to be part of that journey will be critical, by providing opportunities and raising skills levels – recognising that local economies are starting the journey from different positions, with some having much further to travel than others.

Therefore, the Skills programme in D2N2 is a vital component of the drive towards enhancing productivity in D2N2, with the objective of creating an economy with high value, better-paid jobs.

The D2N2 ESIF subcommittee have agreed a set of Core Delivery Principles that define how it considers a good ESIF project should operate. They crystallise the preferred approach articulated in the D2N2 ESIF Strategy. D2N2 will consider how applications' meet the Core Delivery Principles in formulating its commentary and advice on the evidence of local strategic fit.

For further background information and research see the below:

**D2N2 LEP: EU Structural and Investment Fund Strategy 2014-2020 and D2N2 Core Delivery Principles** : <http://www.d2n2ta.org/european-structural-and-investment-funds/d2n2esif-strategy-core-delivery-principles/>

**D2N2 Science and Innovation Audit**

[http://www.d2n2lep.org/write/Documents/Research%20Reports/D2N2\\_SIA.pdf](http://www.d2n2lep.org/write/Documents/Research%20Reports/D2N2_SIA.pdf)

**D2N2 Sectoral Analysis Report**

[http://www.d2n2lep.org/write/Documents/Research%20Reports/D2N2\\_Final\\_Draft\\_Sectoral\\_Analysis\\_Report.pdf](http://www.d2n2lep.org/write/Documents/Research%20Reports/D2N2_Final_Draft_Sectoral_Analysis_Report.pdf)

**D2N2 Technical Assistance** <http://www.d2n2ta.org/>

**Local Authorities:**

**D2 area which includes the following local authorities (including LA's in the Sheffield City Region overlap area)**

- Amber Valley
- Bolsover (SCR)
- Chesterfield (SCR)
- Derby City
- Derbyshire County Council

- Derbyshire Dales (SCR)
- Erewash



- High Peak
- North East Derbyshire (SCR)
- South Derbyshire

### **Key Priorities:**

### **D2**

This lot support skills developments for businesses in the post code areas for Derby City and Derbyshire.

### **Exploiting Derbyshire's sector strengths**

D2N2 has identified 8 key sectors which are important to growth and productivity in both the D2 and N2 areas.

- Transport Equipment Manufacturing;
- Life Sciences;
- Food & Drink Manufacturing;
- Visitor Economy;
- Low Carbon,
- Transport & Logistics,
- Creative & Digital Industries; and
- Construction.

The skills support service will support businesses in Derbyshire to access funding and training to raise the skills level and competencies of the existing workforce linked to the D2N2 priorities of raising productivity within the business base. Such activities will include support businesses to :-

- address basic skill needs in maths, English and ICT
- develop communications and social mobility skills
- provide greater delivery of and access to functional English language that meets the needs of employers and support migrants to progress within the workplace
- increase skills levels at level 2,3 and 4
- increase skills levels of the age group 25 to 49 with no qualifications
- develop the "digital skills" of employed staff

- provide additional support to ensure apprenticeships are of a 'quality' to increase achievement rates
- supporting individuals who are under-employed

### **D2N2 ESF Provider Delivery Group**

The D2N2 LEP convenes an ESF Provider Reference Group which meets quarterly, and the successful candidate will be required to attend and provide management information (both hard and soft) to the group.

The purpose of the D2N2 ESF Provider Delivery group is to promote the effective implementation of ESF funded provision in the D2N2 area by promoting cooperation, networking and exchange of best practice between providers and with local partners. It will support ESF providers to meet their contracted outputs and add value to delivery by promoting strategic alignment to current and emerging D2N2 skills, employment and inclusion priorities.

Membership of the PDG includes representatives from strategic partners such as the city and shire local authorities, DWP etc

### **D2N2 Skills Partnership**

D2N2 LEP is currently undertaking a review of the skills governance arrangements in D2N2. The Industrial Strategy signalled the establishment of LEP Skills Advisory Panels to bring skills providers and business together to determine local growth priorities and analyse future supply and demand. The successful Contractor will be required to attend or provide management information (both hard and soft) to the Skills Partnership.

## **PART 5 FUNDING AND OUTCOMES**

66. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

67. The contract will be for the value of £8,370,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

## TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £8,370,000.00

### D2

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	4565	200	£ 913,000.00
RQ01 Regulated Learning			£ 5,383,542.00
NR01 Non Regulated Activity			£ 1,345,908.00
PG01 Progression Paid Employment (EMP)	228	500	£ 114,000.00
PG03 Progression Education (EDU)	457	500	£ 228,500.00
PG04 Progression Apprenticeship (EDU)	228	600	£ 136,800.00
SD01 Progression WITHIN Work	913	250	£ 228,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 8,370,000.00</b>

ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>DERBY, DERBYSHIRE, NOTTINGHAM AND NOTTINGHAMSHIRE – N2 MORE DEVELOPED</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## **LEP background**

The D2N2 area in the East Midlands covers the cities of Derby and Nottingham and the counties of Derbyshire and Nottinghamshire. It is one of the largest LEP areas in the country, with a population of 2.2 million, GVA of £45bn, a stock of some 72,000 businesses, and a workforce of almost 1 million people

D2N2 has a diverse economic geography: including the major cities of Nottingham and Derby, a number of significant sub-regional centres, market towns and areas of deep rurality and high environmental quality, in a rich mix of urban and rural communities across 19 local authority areas.

Much of the area's Gross Value Added (GVA) is generated in and around the two cities, which are also the main centres of population and employment, although a significant proportion (34%) of the area's economic value comes from outside the southern urban belt.

There is a marked gap between the most prosperous parts of the D2N2 area and those facing the biggest economic challenges (ranging from GVA per head of £27.6k in Nottingham and £27.3k in Derbyshire Dales to £14.4k in Gedling and £16k in Erewash).

Although the area is diverse, its places share many characteristics, notably a high concentration of manufacturing across the area, relative to the UK. The main challenges to economic growth – namely relatively low levels of productivity, skills and business density are shared across D2N2, although there are some parts that buck that trend (e.g. high productivity in Derby, driven by the presence of global giants Rolls-Royce and Toyota).

## **The Economic Challenge**

D2N2 is one of the most important local economies in the country. One of 38 LEP areas, it has in absolute terms the 4<sup>th</sup> largest population and the 5<sup>th</sup> largest workforce outside London. However, D2N2 has only the 9<sup>th</sup> largest economy. This means that too many of our businesses just aren't productive enough.

We also have an earnings deficit. There are too many people in lower paid jobs (some

30% of people earn less than the Living Wage) and we don't have enough jobs in higher paid occupations. We also recognise that some parts of D2N2 are starting from a much lower base than others - workplace earnings range from 118% of the England average in Derby, to 65% in Mansfield.

Looking ahead to 2030, we can expect our working-age population to grow only very slightly. So, there won't be a lot of new labour coming into the economy. If we are to become a more efficient and internationally-competitive economy and, at the same time maintain a high level of employment (and minimise unemployment), we need to find ways to produce much more output with the labour we have, as well as attracting the best talent from elsewhere.

We need to enable our workers at all levels to move up the skills escalator into more productive, better-paid jobs that are created in our transformed economy – and ensure that they are equipped with the skills they need for the jobs of tomorrow.

Our future success depends on how effective we are at managing the transition to a higher-value economy. Enabling our businesses and workers to be part of that journey will be critical, by providing opportunities and raising skills levels – recognising that local economies are starting the journey from different positions, with some having much further to travel than others.

Therefore, the Skills programme in D2N2 is a vital component of the drive towards enhancing productivity in D2N2, with the objective of creating an economy with high value, better-paid jobs.

The D2N2 ESIF subcommittee have agreed a set of Core Delivery Principles that define how it considers a good ESIF project should operate. They crystallise the preferred approach articulated in the D2N2 ESIF Strategy. D2N2 will consider how applications' meet the Core Delivery Principles in formulating its commentary and advice on the evidence of local strategic fit.

For further background information and research see the below:

**D2N2 LEP: EU Structural and Investment Fund Strategy 2014-2020 and D2N2 Core Delivery Principles** : <http://www.d2n2ta.org/european-structural-and-investment-funds/d2n2esif-strategy-core-delivery-principles/>

**D2N2 Science and Innovation Audit**

[http://www.d2n2lep.org/write/Documents/Research%20Reports/D2N2\\_SIA.pdf](http://www.d2n2lep.org/write/Documents/Research%20Reports/D2N2_SIA.pdf)

**D2N2 Sectoral Analysis Report**

[http://www.d2n2lep.org/write/Documents/Research%20Reports/D2N2\\_Final\\_Draft\\_Sectoral\\_Analysis\\_Report.pdf](http://www.d2n2lep.org/write/Documents/Research%20Reports/D2N2_Final_Draft_Sectoral_Analysis_Report.pdf)

**D2N2 Technical Assistance** <http://www.d2n2ta.org/>

**Local Authorities:**



## **N2 area which includes the following local authorities**

- Ashfield
- Bassetlaw (SCR)
- Broxtowe
- Gedling
- Mansfield
- Nottingham City
- Nottinghamshire County Council
- Newark and Sherwood
- Rushcliffe

### **Key Priorities:**

#### **N2**

This lot support skills developments for businesses in the post code areas for Nottingham City and Nottinghamshire.

Key employers include the Walgrave Boots Alliance, E:ON, Experian and Capital One.

### **Exploiting Nottinghamshire's sector strengths**

D2N2 has identified 8 key sectors which are important to growth and productivity in both the D2 and N2 areas.

- Transport Equipment Manufacturing;
- Life Sciences;
- Food & Drink Manufacturing;
- Visitor Economy;
- Low Carbon,
- Transport & Logistics,
- Creative & Digital Industries; and
- Construction.

The skills support service will support businesses in Nottinghamshire to access funding and training to raise the skills level and competencies of the existing workforce linked to the priorities of raising productivity within the business base. Such activities will include support businesses to

- address basic skill needs in maths, English and ICT
- develop communications and social mobility skills

- provide greater delivery of and access to functional English language that meets the needs of employers and support migrants to progress within the workplace

- increase skills levels at level 2,3 and 4
- increase skills levels of the age group 25 to 49 with no qualifications
- develop the “digital skills” of employed staff
- provide additional support to ensure apprenticeships are of a ‘quality’ to increase achievement rates
- supporting individuals who are under-employed

### **D2N2 ESF Provider Delivery Group**

The D2N2 LEP convenes an ESF Provider Reference Group which meets quarterly, and the successful candidate will be required to attend and provide management information (both hard and soft) to the group.

The purpose of the D2N2 ESF Provider Delivery group is to promote the effective implementation of ESF funded provision in the D2N2 area by promoting cooperation, networking and exchange of best practice between providers and with local partners. It will support ESF providers to meet their contracted outputs and add value to delivery by promoting strategic alignment to current and emerging D2N2 skills, employment and inclusion priorities.

Membership of the PDG includes representatives from strategic partners such as the city and shire local authorities, DWP etc

### **D2N2 Skills Partnership**

D2N2 LEP is currently undertaking a review of the skills governance arrangements in D2N2. The Industrial Strategy signalled the establishment of LEP Skills Advisory Panels to bring skills providers and business together to determine local growth priorities and analyse future supply and demand. The successful Contractor will be required to attend or provide management information (both hard and soft) to the Skills Partnership.

## **PART 5 FUNDING AND OUTCOMES**

68. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

69. The contract will be for the value of £8,370,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

## TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £8,370,000.00

### N2

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	4565	200	£ 913,000.00
RQ01 Regulated Learning			£ 5,383,542.00
NR01 Non Regulated Activity			£ 1,345,908.00
PG01 Progression Paid Employment (EMP)	228	500	£ 114,000.00
PG03 Progression Education (EDU)	457	500	£ 228,500.00
PG04 Progression Apprenticeship (EDU)	228	600	£ 136,800.00
SD01 Progression WITHIN Work	913	250	£ 228,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 8,370,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>DORSET – MORE DEVELOPED</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## **LEP background**

In 2017, population estimates suggest a population of 770,700 across Dorset. Of these 453,000 are aged 16-64. Of these 383,900 are economically active. Of the economically inactive (89,200) 19,400 want a job. These are people not in employment who want a job but are not classed as unemployed because they have either not sought work in the last four weeks or are not available to start work.

Dorset is good at employing its people. In 2017, it achieved average employment and unemployment rates of 77.8% and 2.9% respectively, compared with 74.7% and 4.4% for the equivalent UK averages. It also has a number of key businesses and sectors, with good ties into supply chains in, amongst others, marine engineering and aerospace, financial and business services, creative and digital services, consumer products, and innovative new technologies in health, welfare and ageing.

The Dorset LEP strategic economic plan can be found here:

<http://dorsetlep.co.uk/localdelivery/strategic-economic-plan/>

The ESIF Strategy can be found here: <http://dorsetlep.co.uk/funding/eu-funding/>

More data can be found here:

<https://www.nomisweb.co.uk/reports/lmp/lep/1925185572/report.aspx>

### **Local Authorities:**

The current Local Authority areas are:

- Dorset County
- East Dorset,
- North Dorset,
- Purbeck,
- West Dorset,

- Weymouth & Portland,
- Bournemouth,
- Poole
- Christchurch

From April 2019 Dorset will be served by:

- Dorset Council
- Bournemouth, Poole and Christchurch Council

**Key Priorities:**

There should be a focus on these sectors:

Advanced Engineering & Manufacturing (including Aerospace and Marine)

- Care-tech (Care and Med-tech)
- Creative & Digital Industries
- Energy
- Financial Services & Insurance
- Nuclear
- Rural productivity (including Agri-tech)
- Tourism & Leisure

We would like there to be an upskilling at all levels but there should also be a focus on mental health barriers.

**PART 5 FUNDING AND OUTCOMES**

70. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

71. The contract will be for the value of £450,000,00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

**TABLE C**

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £450,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	236	200	£ 47,200.00
RQ01 Regulated Learning			£ 276,679.00

NR01 Non Regulated Activity			£ 69,171.00
PG01 Progression Paid Employment (EMP)	12	500	£ 6,000.00
PG03 Progression Education (EDU)	24	500	£ 12,000.00
PG04 Progression Apprenticeship (EDU)	12	600	£ 7,200.00
SD01 Progression WITHIN Work	47	250	£ 11,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 450,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

#### **PART 4: LOCAL SERVICE REQUIREMENTS**

#### **GREATER BIRMINGHAM AND SOLIHULL – MORE DEVELOPED**

#### **GEOGRAPHY / AREA OF DELIVERY**

**LEP background**

Skills Support for the Workforce and Redundancy in the More Developed Area of Greater Birmingham and Solihull LEP (GBSLEP) will provide Participants with the opportunity to develop the skills that will enable them to progress in employment. It will also provide support to employers to employ and develop Participants to fill intermediate, technical and higher-level skills gaps and shortages.

It will support businesses that are undergoing industrial restructuring by providing skills and employability support for their employees at risk of redundancy. The Service will also support newly unemployed Participants where initial contact through previous employers has not been possible.

**GBSLEP local development need and Sectoral Scope**

The Greater Birmingham and Solihull Local Enterprise Partnership (GBSLEP) is focussing on key sectors and technologies previously identified in their Strategic Economic Plan (SEP) as most likely to offer opportunities for job creation and economic growth. These sectors are: advanced manufacturing; life sciences and healthcare; business, professional and financial services; energy technologies and services; creative industries; digital technologies; emerging and disruptive technologies.

Our ambition is to ensure residents are equipped with the skills to secure and sustain employment, progress through the labour market and that the workforce is equipped with the skills that employers say they need now and to support them in the future.

There are 13 sectors where GBSLEP has a deficit of higher level skills in proportion to the national average. The most significant of these sectors are the manufacturing sector and the financial and insurance sector. Other key sectors where the region performs below the national benchmark for higher level skills include: information and communications; other services; professional services; education; transport and storage; business admin; accommodation and food; public admin; real estate; construction. In absolute terms, the deficit in NVQ L4+ is highest in manufacturing, financial services, retail and ICT.

Therefore, the challenge in GBSLEP is to scale up employment growth across key sectors, while also enabling better progression for local residents to enter higher level roles.

Many jobs are available for residents with lower qualifications due to the requirements of replacement demand. Replacement demand in GBSLEP accounts for around nine times the demand from expansion. There are significant job opportunities in some GBSLEP priority sectors e.g. professional services (33,000), accommodation & food (28,000) construction (27,000), transport & storage (24,000) and ICT.

### **The Socio-Economic and the skills supply and demand issues:**

Greater Birmingham and Solihull LEP (GBSLEP) is committed to ensuring residents can develop the skills employers require and that they can ascend a 'ladder of skills progression'. Placing an emphasis on the skills supply responding to the demand generated (particularly within the priority growth sectors) and ensuring employees are suitably skilled.

There are socio-economic challenges in GBSLEP which present barriers to inclusive economic growth. GBSLEP has an above core city average proportion of working age residents with no qualifications and lower than average proportion of working age residents with NVQ3+. Skills developed are not always the right skills available or coming through the system to meet employer needs as and when they need it.

Many parts of GBSLEP have low unemployment rates, but high unemployment and low employment is distinctly concentrated in areas of Birmingham and North Solihull. A number of these areas demonstrate a persistent 5% unemployment rate, caused by some residents with complex needs, disadvantage and facing the greatest barriers to employment. Birmingham is the only Local Authority in GBSLEP with above average unemployment rate and accounts for 77% of all unemployed in GBSLEP & 82% of claimant unemployed. ESA/Incapacity Benefit Claimants more widely dispersed. There are 53 Middle Layer Super Output Areas (MSOA) neighbourhoods in Birmingham & North Solihull which have a claimant unemployment rate of 5%+. These neighbourhoods account for 50% of all GBSLEP claimants.

No qualifications rate: GBSLEP (11.5%) has a greater proportion of working age residents with no qualifications compared to the UK (8.0%) and the LEP core cities (9.6%) average. 55% of those with no qualifications are inactive (78,900) and 38% employed (55,000). 30% of those with no qualifications are Asian/Asian British. Asian/Asian British residents in GBSLEP more likely to have no qualifications than those from across England as a whole (24% compared to 16%). GBSLEP is one of only two Core City regions with more individuals with no qualifications, than individuals with NVQ L1; this is predominantly in Birmingham. A reduction of nearly 40,300 residents with no qualifications is required to match the UK average. 37% of those with no qualifications and 29% of all below NVQ L3 are aged 50-64 years.

Qualifications rate: GBSLEP has a weak skills profile for the local working age population, with a lower proportion with higher level skills and a higher proportion with no qualifications - when compared to the national average and core city average. Those with qualifications

below NVQ L2 far more likely to be unemployed. GBSLEP has above average unemployment rates for those with lower skills than UK as a whole.



Employment rates are below average across all age & gender groups. Across GBSLEP, we are 7pp below the national average in terms of employment rates for working age residents, but slightly higher than national average for unemployed and inactive status.

Raising skill levels are of fundamental importance to optimise the benefits of local investment and our key growth sectors and this in turn raises income levels. To match the UK average, GBSLEP requires an additional 62,000 NVQ Level 3+ qualifications (mostly at NVQ L4+) and a reduction of nearly 59,000 in number with no qualifications required. 54% of GBSLEP residents with no qualifications are inactive (90,500) and 39% employed (65,400). Only one in three unemployed or economically inactive residents has NVQ L3+ Qualifications.

GBSLEP has a lower rate of Apprenticeship starts among 16-18 and 19-24 year olds than England, but above average among those aged 25+.

To address the above challenges, GBSLEP has developed a delivery plan which aims to tackle the market failures and challenges identified as common to all the growth sectors. The delivery strategy is designed to prepare as many local people as possible to be fit to take advantage of the jobs of the future. The aspiration is not just that people can be employed but that they can be productively employed in skilled jobs which benefit the local economy as well as themselves.

There is a distinct need to address the general skills gap for residents who are currently employed or under-employed and who are seeking to up-skill to enable them to progress in the workplace. There is a need to support the basic and low skills needs of employed people, particularly in SMEs and micro businesses. Training is also needed for those residents with low level skills in Maths, English and ICT, to support them in finding work or progressing in work and to continue to upskill and to help them to increase their pay and working hours or obtain better quality higher paid jobs and move out of poverty (including support for part time workers).

The Contractor will work in partnership with GBSLEP and other ESF project providers of skills support and collaboratively with chambers of commerce and relevant Growth Hubs in GBSLEP to scale up outcomes.

Successful delivery of Skills Support for the Workforce will support these strategic aims by helping to address the skills gaps identified, while also assisting residents with broader skills development to access higher level employment. In turn, this will help to develop a more resilient business and skills base that are readily able to adapt to economic, political (i.e. Brexit) and industrial changes such as automation, technological change and innovation, thus reducing the risk of redundancy.

Follow the links for GBSLEP local strategies and plans:

GBSLEP Strategic Framework: <https://gbslep.co.uk/wp-content/uploads/2017/06/GBS-LEPStrategy-for-Growth.pdf>

GBSLEP ESIF Strategy:

[https://gbslep.co.uk/wpcontent/uploads/2017/06/GBSLEP\\_A4\\_070214\\_v8.pdf](https://gbslep.co.uk/wpcontent/uploads/2017/06/GBSLEP_A4_070214_v8.pdf)

GBSLEP SEP: <https://gbslep.co.uk/wp-content/uploads/2017/06/SEP-2016-30.pdf>

**Local Authorities:**

Birmingham

Bromsgrove

Redditch

Solihull

Wyre Forest Local Authorities **Key**

**Priorities:**

GBSLEP want to ensure the employment skills eco-system is demand led, and respond to the local skills needs generated, for example, by:

- Planned economic investment and major economic development initiatives, including HS2, the Enterprise belt and the Enterprise zone; UK Central, and the Commonwealth Games;
- The Priority Growth Sectors identified in the GBSLEP Strategic Economic Plan: advanced manufacturing; life sciences and healthcare; business, professional and financial services; energy technologies and services; creative industries; digital technologies; emerging and disruptive technologies;
- Sectors where there is significant job replacement demand or are key to local business needs: Health and Social Care, particularly Adult Care ; Transport and Logistics, Retail; Hospitality and Tourism; Construction and Infrastructure, Digital and Tech; Food and Drink; Emerging Technologies;
- Businesses which are new to the GBSLEP more developed area and those that are planning direct foreign investments.

**PART 5 FUNDING AND OUTCOMES**

72. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

73. The contract will be for the value of £3,600,000 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £3,600,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1957	200	£ 391,400.00
RQ01 Regulated Learning			£ 2,308,032.00
NR01 Non Regulated Activity			£ 577,018.00
PG01 Progression Paid Employment (EMP)	98	500	£ 49,000.00
PG03 Progression Education (EDU)	196	500	£ 98,000.00
PG04 Progression Apprenticeship (EDU)	98	600	£ 58,800.00
SD01 Progression WITHIN Work	391	250	£ 97,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 3,600,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>GREATER BIRMINGHAM AND SOLIHULL –TRANSITION</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## **LEP background**

Skills Support for the Workforce and Redundancy in the Transitional Area of the Greater Birmingham and Solihull LEP (GBSLEP) will provide Participants with the opportunity to develop the skills that will enable them to progress in employment. It will also provide support to employers to employ and develop individuals to fill intermediate, technical and higher-level skills gaps and shortages.

It will support businesses that are undergoing industrial restructuring by providing skills and employability support for their employees at risk of redundancy. The service will also support newly unemployed Participants where initial contact through previous employers has not been possible.

## **The Southern Staffordshire Sectoral Structure**

There are 8 sector areas where the proportion of employment is higher than the national benchmark. These include the Manufacturing sector (approx. 14%) which represents the highest proportion of total employment in the region (BRES, 2016). Key Advanced Manufacturing and Engineering Companies in the area include Gestamp, Finning UK, ATP, and LineCross; whilst Moog, Jaguar Land Rover and ZyteK are also in close proximity to the districts. Construction, motor trades, wholesale, retail, arts, transports and storage, accommodation and food all represent sectors with higher employment proportions than the national average. Further large employers include Amazon in Rugeley and Molson Coors in Burton-Upon-Trent. The retail sector is also forecast to grow with the forthcoming Mill Green Retail Designer Outlet in Cannock due to open in 2020.

However, there are key sectors where the region performs below the national benchmark, for example in the professional, scientific and technical sector there is a -2.5% gap to the national average (BRES, 2016). There is also a relatively sizeable Digital/ICT sector gap between Southern Staffordshire and the England average. Business Administration and Support Services saw a -14.7% decrease over 2015-2016 (latest BRES data, 2016). Therefore, the challenge is to scale up employment growth across key sectors, while also

enabling better progression for local residents to enter higher level roles.

### **The Socio-Economic and Skills Landscape**

There are socio-economic challenges in Southern Staffordshire, which present barriers to inclusive economic growth. Parts of Southern Staffordshire consist of some of the most deprived areas in the country. For example, in Cannock Chase 19% of children aged under 16 are in families which are in receipt of out-of-work benefits or tax credits with a reported income which is below 60% median income. In Tamworth this figure is even higher at 19.7%. This demonstrates a strong need to raise income and skills levels in key areas of deprivation across Southern Staffordshire.

Raising skill levels are of fundamental importance to optimise the benefits of local investment. This in turn raises income levels. Not enough people are educated to level 4 and above within the region. All four Southern Staffordshire districts are significantly below the national average for higher level skills. In Tamworth, only 16% of working age residents are educated to level 4 and above compared to 38.3% nationally meaning that is over 20pp below the national average in terms of higher skills. Other Southern Staffordshire districts such as Cannock fare little better with a +10pp gap to the national average in terms of higher skills (APS, 2017).

While Southern Staffordshire performs better than the Staffordshire and England average at level 1, there is a gap to these averages at level 2 and level 3. Indeed the gap to the national average increases per level. This indicates a significant need to improve outcomes at both the basic, intermediate and higher levels.

While apprenticeship starts have increased as a total there has been a decline in the number of higher apprenticeships between 2015/16 to 2016/17 by -7.7% (FE Data Library: Apprenticeships, 2017). This again indicates a lack of progression from the basic and intermediate levels to higher level apprenticeships.

The poor level of skills progression performance in the Southern Staffordshire region affects innovation, business growth and the local occupational structure. In areas such as Cannock and East Staffordshire the proportion of higher-level occupations, e.g. Managers and Professionals are again significantly below the national average.

The claimant count in Southern Staffordshire has increased by 35.9% over the past year. The rise in youth claimants has been significant with a percentage increase of +26.4%, but the proportion of claimants of over 50s have increased faster, also by +35.9%. This indicates the need for targeted interventions for older people in Southern Staffs, particularly as it is an area with a significant ageing population. As the economy becomes increasingly digitised and exposed to technological innovation, it will be particularly important to upskill and reskill the older population in areas such as digital skills (NOMIS: Claimant Count by Sex by Age, 2018).

There are also gender disparities in terms of employment rates, with the percentage point gap between male and female employment rates greater in Southern Staffs, than in both

Staffordshire and England (APS, 2016). This demonstrates a need to reduce disparities between male and females in terms of economic opportunity.



To address the above challenges the GBSLEP has developed a delivery plan which aims to tackle the market failures and challenges identified as common to all the growth sectors. The delivery strategy is designed to prepare as many local people as possible to be fit to take advantage of the jobs of the future. The aspiration is not just that people can be employed but that they can be productively employed in skilled jobs which benefit the local economy as well as themselves.

The Contractor will work in partnership with The Southern Staffordshire Employment and Skills Board, which serves to strategically respond to the sub-regional needs of the area for the GBSLEP and collaboratively with chambers of commerce and relevant Growth Hubs to scale up outcomes.

Successful delivery of Skills Support for the Workforce will support these strategic aims by helping to address the skills gaps identified, while also assisting residents with broader skills development to access higher level employment. In turn, this will help to develop a more resilient business and skills base that are readily able to adapt to economic, political (i.e. Brexit) and industrial changes such as automation, technological change and innovation, thus reducing the risk of redundancy.

Follow the links for GBSLEP local strategies and plans:

GBSLEP Strategic Framework: <https://gbslep.co.uk/wp-content/uploads/2017/06/GBS-LEPStrategy-for-Growth.pdf>

GBSLEP ESIF Strategy: [https://gbslep.co.uk/wpcontent/uploads/2017/06/GBSLEP\\_A4\\_070214\\_v8.pdf](https://gbslep.co.uk/wpcontent/uploads/2017/06/GBSLEP_A4_070214_v8.pdf)

GBSLEP SEP: <https://gbslep.co.uk/wp-content/uploads/2017/06/SEP-2016-30.pdf>

**Local Authorities:**

Cannock Chase  
Lichfield  
Tamworth and East Staffordshire LAs (known as Southern Staffordshire)

**Key Priorities:**

GBSLEP want to ensure the employment skills eco-system is demand led, and respond to the local skills needs generated, for example, by:

- Planned economic investment and economic development initiatives, including HS2, the Enterprise belt and the Enterprise zone; UK Central, the Commonwealth Games and the Mill Green Development Retail Outlet
- The Priority Growth Sectors identified in the GBSLEP Strategic Economic Plan: Advanced Manufacturing & Engineering; Digital and Creative Industries, Life and Health Sciences, Low Carbon and Environmental Technologies and Services, Business, Professional and Financial services;

- Sectors where there is significant job replacement demand or are key to local business needs: Health and Social Care, particularly Adult Care ; Transport and

Logistics, Retail; Hospitality and Tourism; Construction and Infrastructure, Digital and Tech; Food and Drink; Emerging Technologies;

- Businesses which are new to the GBSLEP transitional area and those that are planning direct foreign investments

## PART 5 FUNDING AND OUTCOMES

74. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

75. The contract will be for the value of £4,005,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £4,005,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	2179	200	£ 435,800.00
RQ01 Regulated Learning			£ 2,569,031.00
NR01 Non Regulated Activity			£ 642,269.00
PG01 Progression Paid Employment (EMP)	109	500	£ 54,500.00
PG03 Progression Education (EDU)	218	500	£ 109,000.00
PG04 Progression Apprenticeship (EDU)	109	600	£ 65,400.00
SD01 Progression WITHIN Work	436	250	£ 109,000.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 4,005,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>GREATER CAMBRIDGE AND GREATER PETERBOROUGH – MORE DEVELOPED</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## **LEP background**

The economic geography of Greater Cambridge Greater Peterborough is complex and diverse. The region is a high net contributor to the Exchequer and the cities of Cambridge and Peterborough are amongst the fastest growing in the country. However, this success has not been achieved across all areas and there are areas of deprivation that the LEP European Structural and Investment Funds (ESIF) Strategy is seeking to address.

Alongside the attainment of recognised qualifications, equipping young people and adults with the right skills matched to the needs of businesses in the modern economy is vital.

The Combined Authority is currently in the process of developing their skills strategy. This will be informed through the work of the Cambridgeshire & Peterborough Independent Economic Review (CPIER). The full report will be available shortly. The final report will set out the context and economic potential of the Combined Authority area and will be used to inform strategic investments and the future work of the Combined Authority.

Previously, the LEP had commissioned a report to support the Area Review in December 2016 and provide partners and providers with a summary of 'Skills Conclusions' for the local area. This provides detail on key occupations that are underpinning our economy. Alongside it sits a report on the vacancies (and common skills requested in adverts) over the last year across our area.

If you would like to receive a copy of the areas ESIF Strategy, Area Review Skills Conclusion, and Emsi reports on local job posting and the local business profile please contact: [info@cambridgeshirepeterborough-ca.gov.uk](mailto:info@cambridgeshirepeterborough-ca.gov.uk) (stating ESF Funding in the subject line) or call 01480 277180 and ask to speak to someone in the ESF team.

### **Local Authorities:**

The LEP area covers 14 Local Authority districts. South Lincolnshire is a relatively recent addition to our area and ESF funds to support South Holland and South Kesteven were allocated to Lincolnshire LEP. In addition, we have the Cambridgeshire & Peterborough Combined Authority that makes up 6 of the 14 Local authority districts within our area. The Whole of the Combined Authority area is contained within this LEP area. With the exception of Rutland, all other local authority areas are also part of another neighbouring LEP. The Wider LEP foot print can be seen below.

The target area is;

**Cambridgeshire & Peterborough Combined Authority area**

- Fenland
- Huntingdonshire
- East Cambridgeshire
- Cambridge and
- South Cambridgeshire
- Peterborough

**Other areas included which form part of the wider LEP area are;**

- Rutland
- West Norfolk & Kings Lynn
- St Edmundsbury
- Forest Heath
- The borders of South Holland & South Kesteven are eligible areas to support the delivery of provision where this focuses on the north side of the Combined Authority Area e.g. Peterborough or around Rutland. Any bids focused solely on the South Lincolnshire should be routed towards the Lincolnshire LEP call.

North Hertfordshire will be covered by the Hertfordshire LEP and Uttlesford will be covered by South East LEP.

**Key Priorities:**

The Combined Authority has a number of key strategic partners and would want to ensure the Contractor work closely with them to maximise the impact of activity, avoid duplication with existing provision and support local implementation. This would include our neighbouring LEPs, government agencies and local groups and networks. The exact bodies will vary by specification, but we would expect to hold joint briefing sessions for the Contractor to inform the development of the LEP development plan (SD02). If activity delivers across shared area with other LEPs we will need to manage this in partnership with the LEP to ensure we avoid confusion and duplication.

**Geography**

A key focus of the Combined Authority is supporting the economic growth across our market towns. Focus on SME's in the following areas;

- St Neots
- Chatteris
- March
- Littleport
- St.Ives
- Whittlesey
- Ramsey
- Ely
- Soham

- Huntingdon
- Wisbech (garden town)



In addition, we would welcome a focus on our Enterprise Zones;

- Alconbury Weald
- 5 sites of the Cambridge COMPASS (Ely, Cambourne, Waterbeach, Northstowe New town and Haverhill)

It would equally be beneficial to focus on SME's that are clustered around smaller areas such as industrial estates, in order to aggregate demand for skills and support financially viable delivery models.

Redundancy support will of course be responding to need and could be anywhere across the LOT Area.

### Sectors

Previous projects have targeted employers on a sector basis, but our experience has identified that this is not necessarily the only or best model of stimulating demand for skills in a way that is easy to respond to. Targeting of SME's has been more effective where it is focused on networks, areas or locations where they can be found or services that SME's already engage with. It is expected that the Contractor utilise various appropriate engagement methods and do not solely recruit by sector. Activity should be employer led and not predetermined.

We would really welcome proposals that utilise organisations such as the Chamber of Commerce and The Federation of Small Businesses to access the SME market.

Having said that the following are sectors of importance either in terms of economic growth or skills needs generally across the area.

- Agriculture & Food
- Advanced Manufacturing
- Life Sciences
- Logistics
- IT & Digital
- Health & Social Care
- Construction

Redundancy support will of course be responding to need and could relate to any sector.

### Priority Group

We are keen to see activity that supports re-training, multi skilling and career progression or aids employees to retain their current employment after periods of illness.

A particular focus might be to support leader's managers and supervisors to be more effective at managing a diverse workforce by enhancing their ability to support employees that might otherwise be disadvantaged, disengaged or unproductive because they are; □ new to the workplace

- returners to work

- suffering from mental health issues
- Have a learning difficulty or disability

## PART 5 FUNDING AND OUTCOMES

76. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

77. The contract will be for the value of £3,796,047.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £3,796,047.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	2065	200	£ 413,000.00
RQ01 Regulated Learning			£ 2,434,389.00
NR01 Non Regulated Activity			£ 608,608.00
PG01 Progression Paid Employment (EMP)	103	500	£ 51,500.00
PG03 Progression Education (EDU)	207	500	£ 103,500.00
PG04 Progression Apprenticeship (EDU)	103	600	£ 61,800.00
SD01 Progression WITHIN Work	413	250	£ 103,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 3,796,047.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>GREATER LINCOLNSHIRE – TRANSITION</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## LEP background

Greater Lincolnshire has a population just over one million, dispersed over a large land mass almost double the size of Cornwall. There are around 44,000 businesses in the area and over 90% of these businesses have fewer than 10 employees. As a consequence engaging with employers across the whole of the LEP area can be challenging. Finding viable cohort sizes in our many rural economies is a well-known local barrier to learning.

The economy of Greater Lincolnshire has many strengths and the LEP's place marketing tool [www.marketinglincolnshire.com](http://www.marketinglincolnshire.com) highlights some of these advantages.

The Greater Lincolnshire Strategic Economic Plan, related sector strategies and the European Structural Investment Fund strategy are available on the website <https://www.greaterlincolnshirelep.co.uk/priorities-and-plans/strategies-and-plans/>

The skills section of the LEP website has additional research including a large evidence base collected for the Area Review. See <https://www.greaterlincolnshirelep.co.uk/prioritiesand-plans/priorities/priority-skills/>

The LEP has a number of private sector led Boards that contribute to its strategies, including the Employment and Skills Board, the Manufacturing Board, the Food Board and the Visitor Economy Board. The Employment and Skills Board (ESB) works with a large number of stakeholders with the aim of influencing the training offer to business and residents so that it better meets local need. Local businesses continue to complain about the high volume of cold calls in relation to training and the ESB advocates a face to face, local solution with a collaborative and seamless approach where practical.

There are significant and growing numbers of high value jobs in the LEP area and forecasts show that future job vacancies will require practical and technical skills *at a higher level than those currently held by the local labour market*. An ageing workforce adds to the challenge. Recent analysis of local Level 3 technical learning in relation to the availability of Level 3 technical jobs shows a mismatch.

In order to boost the economy and create the workforce that can fill the 200,000 job vacancies that are predicted to be available over the next ten years (as our industries grow, and as people retire) the LEP seeks to upskill all residents, in all sectors, across all communities. All Participants are to be supported to help achieve our local objectives. The LEP seeks to lift all Participants to the next level and beyond, Those with no qualifications progressing to a Level 1 or 2 qualification that enables progression within our

growing sectors, or those with level 2 or 3 qualifications to achieve at least a level higher than their current attainment.

**Local Authorities:**

Lincolnshire made up of 7 District Authorities:

- Boston Borough Council
- East Lindsey District Council
- City of Lincoln Council
- North Kesteven District Council
- South Holland District Council
- South Kesteven District Council
- West Lindsey District Council

- North Lincolnshire
- North East Lincolnshire

**Key Priorities:**

The LEP's main growth sectors for focus of the Services are:

- Agri-food (food and drink manufacturing, agriculture, agri-tech),
- Manufacturing, (including engineering),
- The visitor economy (incorporating hospitality, leisure and retail across the whole LEP offer, not just coastal)
- Health & Care;
- The low carbon sector, (including off-shore wind operations),
- Ports and logistics.

The Contractor must cover the whole of the LOT Area. The LEP seeks delivery in each Local Authority area proportionate to the number and type of businesses within that area. The LEP does not seek delivery that only covers the areas of greatest population density or the largest businesses.

**PART 5 FUNDING AND OUTCOMES**

78. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

79. The contract will be for the value of £7,200,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £7,200,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	3925	200	£ 785,000.00
RQ01 Regulated Learning			£ 4,629,304.00
NR01 Non Regulated Activity			£ 1,157,346.00
PG01 Progression Paid Employment (EMP)	196	500	£ 98,000.00
PG03 Progression Education (EDU)	393	500	£ 196,500.00
PG04 Progression Apprenticeship (EDU)	196	600	£ 117,600.00
SD01 Progression WITHIN Work	785	250	£ 196,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 7,200,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>GREATER MANCHESTER – MORE DEVELOPED</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## LEP background

Greater Manchester (GM) is one of the country's most successful city-regions. Home to more than 2.7 million people and with an economy bigger than that of Wales or Northern Ireland, our vision is to make GM one of the best places in the world to grow up, get on and grow old.

The GM LEP covers the same area as that of the Greater Manchester Combined Authority (GMCA), covering the 10 Local Authority (LA) areas of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan.

The Greater Manchester Strategy (GMS), called '*Our People, Our Place*', is a long term blueprint for the future which sets clear priorities for delivering our ambitions for economic growth and public service reform. The plan looks at ten priority areas which affect all GM residents and details how life will be improved for all who live in the city-region, from being ready for school, to starting work and growing old, as well as everything else in between.

(<https://www.greatermanchester-ca.gov.uk/ourpeopleourplace>)

This specification is primarily responding to challenges under **GMS Priority 3 – Good jobs, with opportunities for people to progress and develop**, supports the delivery of a number of priorities within the GM Work and Skills Strategy 2016-2019

([https://www.greatermanchester-ca.gov.uk/info/20003/education\\_and\\_skills](https://www.greatermanchester-ca.gov.uk/info/20003/education_and_skills)) and contributes towards aspirations laid out in GM ESIF Investment Plan.

This Service must be complimentary to devolved Adult Education Budget activity which will be delivered across Greater Manchester from August 2019 and other Greater Manchester programmes in development such as the In Work Progression Pilot.

### Local Authorities:

The Services will be delivered within the Greater Manchester Local Enterprise Partnership area. The Contractor will deliver services across all of the ten local authority areas within Greater Manchester.

- Bolton
- Bury
- Manchester
- Oldham
- Rochdale □ Salford
- Stockport

- Tameside
- Trafford
- Wigan

**Key Priorities:**

Priority should be given to employees in Greater Manchester (based on postcode of workplace) that fall into (one or more of) the following priority groups:

- Older workers – aged 50+
- Young workforce – aged 19-24
- Workers with learning disabilities – including LLDD
- Women
- Lone parents
- Low skilled workers – who do not have a full Level 2 (or equivalent) qualification
- Low paid workers, workers on part-time or temporary contracts including individuals in receipt of in-work Universal Credit
- Low paid or low skilled workers who are not able to progress with their current employer or sector, and who could progress with skills support outside of their current employment
- Workers at risk of redundancy or those unemployed through redundancy in the previous 3 months

Priority should also be given to employers that are in one of GM's priority sectors which are expected to drive employment and/or GVA growth, or to have significant on-going employment opportunities:

- business, financial & professional services
- advanced manufacturing (including advanced materials)
- digital and creative
- health & social care and health innovation
- low carbon and environment goods & services
- hospitality and tourism
- logistics
- construction
- retail

**PART 5 FUNDING AND OUTCOMES**

80. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

81. The contract will be for the value of £9,901,158.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £9,901,158.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	5402	200	£ 1,080,400.00
RQ01 Regulated Learning			£ 6,370,985.00
NR01 Non Regulated Activity			£ 1,592,773.00
PG01 Progression Paid Employment (EMP)	270	500	£ 135,000.00
PG03 Progression Education (EDU)	540	500	£ 270,000.00
PG04 Progression Apprenticeship (EDU)	270	600	£ 162,000.00
SD01 Progression WITHIN Work	1080	250	£ 270,000.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 9,901,158.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>HEART OF THE SOUTH WEST – MORE DEVELOPED AND TRANSITION</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## LEP background

The Heart of the South LEP (HofSW) area encompasses the upper tier / unitary authority areas of Plymouth, Torbay, Somerset and Devon. With an economy worth £33.2bn in 2016 and a population of 1.7m, the area is the country's 10<sup>th</sup> largest LEP economically, and one of the Country's largest partnership areas geographically.

The HotSW benefits from an extremely mixed typology, hosting two notable cities (Exeter and Plymouth) alongside some of the Country's most well-known rural and coastal locations (Dartmouth, Torbay, Exmoor, the North Devon Coast). As such, the economic makeup of the HotSW is highly varied, with a strong focus upon manufacturing and higher value knowledge economic activity within the area's urban centre, whilst traditional rural and coastal industries, including agritech, food and drink, fisheries and tourism continue to remain important within wider rural and coastal locations.

For the purpose of European Funding, the HotSW area is divided into two distinct subareas, the more developed area containing the upper tier authority of Somerset, and the Transition area incorporating Plymouth, Torbay and Devon.

Whilst there are small differentials between the two areas, this gap has closed over recent years due to significant improvements in employment and skills attainment within the Transition area, in part led by a recovering economy. As of June 2018, unemployment overall in the HotSW had reached 1.7% and the area benefitted from the highest level of economic activity since records began.

However, despite this success, significant challenges continue within both areas, notable within peripheral rural and coastal areas and amongst pockets of lingering deprivation within the HotSW towns and cities. These include ongoing challenges around skills achievement levels in education and adulthood; progression and aspiration rates within work; gaps within the labour market and around specialist skills and careers; and on tangible outcomes such as wage levels and higher value employment opportunities. These were of particular note in the districts of Torridge, North Devon, West Somerset, South Somerset and Sedgemoor; within parts of the urban areas of Torbay and Plymouth; and within specific wards within the Greater Exeter conurbation.

In light of the above, the HotSW has established a clear forward approach for prioritisation of economic activity across the partnership area. These are encapsulated within the Heart of the South West's [Strategic Economic Plan](#), completed in 2013, and [Productivity Strategy](#), completed earlier this year. This includes a specific focus on People issues (e.g. employment and skills), with an emphasis upon five areas of specific interest:

- Enhancement of Education, Aspiration and Guidance Opportunities;
- Promotion of Apprenticeships and Traineeships;
- Provision of Employability and Basic Skills;
- Technical Skills and Skills for the Workforces
- Higher Level Skills and Sectoral Specialisation

This focus upon skills extends into the ESIF Strategy for the area, with a strong focus on three priority concerns linked to workforce:

- To address the basic skills needs of employed people, particularly in SMEs and micro businesses.

-To increase the skills levels of employed people from the existing level to the next level up, to encourage progression in employment.

-To increase the number of people with technical and job specific skills, particularly at level 3 and above and into higher and advanced level apprenticeships, to support business growth.

[https://heartofswlep.co.uk/wp-content/uploads/2016/09/May-2016-HotSW-ESIFStrategy\\_0.pdf](https://heartofswlep.co.uk/wp-content/uploads/2016/09/May-2016-HotSW-ESIFStrategy_0.pdf)

Whilst progress has been made over the past decade in closing the skills gap at Level 2 and 3 across the HotSW's working age population, skills gaps remain within the workforce, notably at Level 4 and above.

This reflects wider challenges within the HotSW around its medium term economic trajectory, with lower skilled sectors (notably low value manufacturing, tourism, retail and agricultural work) continuing to form a significant proportion of the area's economic makeup. In part, this pattern of underperformance is exacerbated by the availability of skilled workforce, with a lack of skilled individuals within the HotSW reinforcing existing economic patterns and dissuading new investments / diversification, which in turn reinforce the lack of demand and thus appropriate training opportunities. Ongoing changes in demography within the HotSW, and a rapidly aging skilled workforce are also further fuelling such gaps within key sectors and businesses, with existing skills workforce disengaging from employment without obvious replacement.

This picture is not however consistent across the HotSW, with significant variation within its geography. The gap between the best and worst performing districts on higher and intermediate skills for example has widened between 2008 and 2018, with several of the HotSW's rural and coastal areas proving particularly vulnerable to rationalisation and a lack of renewal amongst key employers over the past decade.

	NVQ Level 3 2008	NVQ Level 4 2008	NVQ Level 3 2008	NVQ Level 4 2018
Exeter	54.8	32.8	68.1	51.4

Torrige	36	16.7	45	23.5
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Source: ONS Annual Population Survey

Recent survey work further reinforces the argument that higher and intermediate skills capacity remain a key challenge across the HotSW's economy, with 2/3rds of businesses surveyed in Devon's 2015/16 workforce survey, for example, reporting hard to fill vacancies, particularly amongst experienced staff roles / higher skilled positions. This is notably higher again amongst occupation groups linked to engineering, digital qualification and other higher value technical activity

As outlined within the HotSW Strategic Investment Plan however, a number of transformational sectors / smart specialisations offer opportunities for additional growth and economic shift, with skills performance being a key enabler. Business survey work undertaken within the HotSW during 2017 thus further suggests a renewed appetite for upskilling and innovation, with 62% of businesses having noted an increased requirement for skilled vacancies during the year, with many noting a specific demand for technology based or digitally literate roles.

### **LOT 1 – More Developed Local**

#### **Authorities:**

Mendip District Council  
Sedgemoor District Council  
Somerset County Council  
South Somerset District Council  
Taunton Deane Borough Council  
West Somerset Council

#### **Key Priorities:**

Opportunities emerging from Hinkley Point, within both the main project and amongst wider supply chain. These include within mechanical and electrical engineering occupations, hospitality, catering and site services opportunities; and civil and construction professions

Activity which targets Priority Sectors identified within either the HotSW SIP or Production Strategy as having particular importance or growth potential for the area, including:

- Advanced Manufacturing and Engineering (incorporating Marine, Nuclear and Aerospace)
- Agri-Tech (including Food and Drink)
- Health and Social Care
- High Value Tourism
- Digital Technologies
- Environmental Futures; and
- Construction

Activity focused upon pathways from Level 2 or 3 to higher skills progression for the high to reach / lower skilled in the workforce, either through progression into and with apprenticeship qualification or through other routes.





Activity which engages with the area's hardest to reach groups within the existing workforce to engage with better opportunities, including women returners, older people (e.g. those aged 50 and above), those holding a Level 2 as their highest qualification for 5 or more years, and those with a disability or other health related barrier to work

## **LOT 2 – Transition Local**

### **Authorities:**

Dartmoor National Park Authority  
Devon County Council  
East Devon District Council  
Exeter City Council  
Exmoor National Park Authority  
Mid Devon District Council  
North Devon Council  
Plymouth City Council  
South Hams District Council  
Torbay Council  
Teignbridge District Council  
Torrige District Council  
West Devon Borough Council

### **Key Priorities:**

Activity which specifically targets skills progression and training amongst employers within the most significant underperforming districts and locations across the Transition area. These include the district / authority areas of Torrige, Mid Devon, West Devon, Plymouth, Torbay and North Devon.

Activity focused on the growth potential of Torbay, Plymouth, North Devon and Exeter, with a focus (respectively) upon growth in the Electronics, Marine, Advanced Engineering and Digital sectors.

Activity which targets Priority Sectors identified within either the HotSW SIP or Productivity Strategy as having particular importance or growth potential for the area, including:

- Advanced Manufacturing and Engineering (incorporating Marine, Nuclear and Aerospace)
- Agri-Tech (including Food and Drink:
- Health and Social Care
- High Value Tourism
- Digital Technologies
- Electronics (including Photonics)
- Environmental Futures; and
- Construction

Activity which specifically targets assistance for rural or coastal communities, such as those on the Northern Devon and South Devon Coast, in and around the Dartmoor area, the wider northern Devon rural hinterland and neighbouring the Torbay conurbation.

Activity focused upon pathways from Level 2 or 3 to higher skills progression for the harder

to reach / lower skilled in the workforce, either through progression into and within an apprenticeship qualification or through other routes.

Activity which engages with the area's hardest to reach groups within the existing workforce to engage with better opportunities, including women returners, older people (e.g. those aged 50 and above), those holding a Level 2 as their highest qualification for 5 or more years, and those with a disability or other health related barrier to work.

## **PART 5 FUNDING AND OUTCOMES**

### LOT 1 – More Developed

82. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

83. The contract will be for the value of £900,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £900,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	482	200	£ 96,400.00
RQ01 Regulated Learning			£ 567,358.00
NR01 Non Regulated Activity			£ 141,842.00
PG01 Progression Paid Employment (EMP)	24	500	£ 12,000.00
PG03 Progression Education (EDU)	48	500	£ 24,000.00
PG04 Progression Apprenticeship (EDU)	24	600	£ 14,400.00
SD01 Progression WITHIN Work	96	250	£ 24,000.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 900,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

### LOT 2 – Transition

84. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

85. The contract will be for the value of £1,800,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,800,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	973	200	£ 194,600.00
RQ01 Regulated Learning			£ 1,147,396.00
NR01 Non Regulated Activity			£ 286,854.00
PG01 Progression Paid Employment (EMP)	49	500	£ 24,500.00
PG03 Progression Education (EDU)	97	500	£ 48,500.00
PG04 Progression Apprenticeship (EDU)	49	600	£ 29,400.00
SD01 Progression WITHIN Work	195	250	£ 48,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,800,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>HERTFORDSHIRE – MORE DEVELOPED</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## LEP background

Ensuring our workforce has the right skills to encourage future economic growth lies at the heart of delivering the vision set out in the Hertfordshire Local Enterprise Partnership (LEP) [Strategic Economic Plan \(SEP\)](#). [This will also be a central theme in our proposed local Industrial Strategy](#). Skills for growth (Skills Support in the Workplace) will be an important element in achieving this vision with over 50% of Hertfordshire businesses being knowledge intensive.

Hertfordshire has a growing productivity concern; – with productivity rate increases below peer economies in the south of England. It seems likely that the supply of qualified workers is behind this trend. However, in addition, a contributing factor may be that Hertfordshire's employers are less likely to train their staff than the leading local economies.

In 2015, 10.9% of the Hertfordshire workforce were not fully proficient at their jobs (i.e. had skills gaps) – higher than in 2013 (7.2%) and higher than the England average (5.1%). This was largely due to a much higher than average proportion of skills gaps among elementary staff. However, 79% of all skills gaps were transitory and due to staff being new and/or training not yet being complete.

Hertfordshire Local Enterprise Partnership has worked with Hertfordshire County Council and DWP to develop a [skills strategy for Hertfordshire](#). A key theme within the strategy is skills to drive growth i.e. working with businesses and training providers to improve the skills of both the existing workforce and the future labour market in order to sustain economic growth. The skills strategy builds on the aspirations set out in the [Hertfordshire ESIF Strategy](#) which was updated in 2016.

The Hertfordshire Skills Survey showed that nearly half of employers identified skills gaps in their existing workforce, 45% of local businesses considered that skills gaps were important factors affecting their competitiveness. A local skills survey identified that in Hertfordshire SMEs were less likely to have a training budget or training plan when compared to SMEs nationally and when compared to larger businesses in Hertfordshire. Of those SMEs that provide no formal training to their employees, 27% cited financial costs as a reason whilst a further 20% cited a lack of knowledge of available training provision as the reason for not training employees.

According to the survey 55% of SMEs reported an increase in the recruitment of new staff over the past 12 months, far greater than micro businesses at 20% and even large businesses at less than 5%. It also showed that nearly half of employers identified skills gaps in their existing workforce, 45% of local businesses considered that skills gaps were important factors affecting their competitiveness.

A lack of commitment from SMEs towards up-skilling their employees particularly those with lower skills levels is impacting on the growth of our economy so public intervention is

justified on grounds of market failure.

Our aspiration is to work with businesses, Higher Education (HE), Further Education (FE) and other training providers to improve the skills of both the existing workforce and the future labour market ensuring a better matching of skills to business needs in order to sustain economic growth.

**Local Authorities:**

Hertfordshire County Council Broxbourne  
Borough Council.  
Dacorum Borough Council.  
East Herts Council.  
Hertsmere Borough Council.  
North Hertfordshire District Council.  
St Albans City and District Council.  
Stevenage Borough Council. Website.  
Three Rivers District Council  
Watford Borough Council  
Welwyn Hatfield Borough Council

**Key Priorities:**

The LEP has identified the following priority sectors as key to its aim of driving economic growth within the county;

- Life Sciences/advanced manufacturing/engineering and IT – including life sciences, defence and aerospace companies, software, ICT and telecoms services, equipment producers and communications integrators;
- Film and digital media – noting that Hertfordshire has world class assets in the form of Leavesden (home of Warner Bros) and Elstree;
- Construction – with potential for significant increases in the building of residential units as well as the regeneration of a number of our urban centres, i.e. Stevenage, Hatfield, Hemel Hempstead, Watford, Bishop Stortford there will be a need to upskills existing staff re modern methods of construction
- Financial and business services – where there are opportunities to accommodate national headquarters and also regional offices serving southern England: Watford, St Albans, Cheshunt, Hemel Hempstead can all claim notable businesses in this context;
- High-end logistics – which is growing very quickly, particularly in servicing Londonbased households and businesses, and increasingly generates higher quality jobs.

In addition to the above, the LEP realises the importance of employment growth sectors such as hospitality, health & social care, retail and other service based sectors, however prioritises those listed above.

The Services must deliver a responsive skills programme that is tailored to the needs of the Hertfordshire LEP area in order to stimulate a growth in the skills base for businesses that will give the best opportunity to grow the economy and create more and better jobs.

The Services must link with the proposed Skills & Apprenticeship Information Portal/Hubs and to the Hertfordshire Growth Hub.

## PART 5 FUNDING AND OUTCOMES

86. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

87. The contract will be for the value of £4,419,918.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £4,419,918.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	2406	200	£ 481,200.00
RQ01 Regulated Learning			£ 2,836,765.00
NR01 Non Regulated Activity			£ 709,203.00
PG01 Progression Paid Employment (EMP)	120	500	£ 60,000.00
PG03 Progression Education (EDU)	241	500	£ 120,500.00
PG04 Progression Apprenticeship (EDU)	120	600	£ 72,000.00
SD01 Progression WITHIN Work	481	250	£ 120,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 4,419,918.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

**PART 4: LOCAL SERVICE REQUIREMENTS**

**HUMBER - TRANSITION**

**GEOGRAPHY / AREA OF DELIVERY**

## **LEP background**

The Humber ESIF Strategy supports the skills development of Humber residents at all levels, from access to employment and the sustainable integration of young people, to technical and higher levels skills and leadership and management.

The Skills Programme proposed in this strategy is dedicated specifically to improving the skills profile of the Humber, from basic employability skills through to higher level skills including leadership and management in response to the current and future workforce needs of our key sectors.

The Humber economy is characterised by high concentrations of SMEs - 81.1% of businesses have fewer than ten employees. Ensuring the right conditions for SMEs to thrive is, therefore, of great importance to our economy.

Skills levels in the Humber are improving but there is still much to do to close the productivity gap, address the low skills equilibrium and create a workforce that can maximise the opportunities presented by new private sector investments.

Despite improvements in skills levels, the Humber continues to be behind national averages for those with qualifications at level four and above and a higher percentage of the population have no qualifications. Low productivity and skills shortages affect some major sectors, posing a risk for the future.

Technological change is happening at such a pace, that in order to maintain their competitiveness, SMEs in the Humber must increasingly consider how they can stay ahead.

The Humber ESIF Strategy, Humber Employment and Skills Strategy and Humber Strategic Economic Plans all recognise the importance of skills to local growth. Links to these strategies are provided below:

Humber ESIF Strategy: <http://www.humberlep.org/strategies-and-deals/european-structural-andinvestment-funds-strategy/>

Humber LEP Employment and Skills Strategy:  
<http://www.humberlep.org/skills/employment-and-skills-strategy/>

Humber SEP: <http://www.humberlep.org/strategies-and-deals/the-humber-strategic-economicplan/>

Like all Local Enterprise Partnerships, we are in a transition phase which is seeing the development of our Local Industrial Strategy, which builds on the work we have done through our Strategic Economic Plan. Research indicates a movement in some of our traditional sectors as well as a range of opportunities in new and emerging sectors. The Humber LEP has developed a Blueprint for a Humber Industrial Strategy which was launched in June 2018. This can be found at: <http://www.humberlep.org/lep-launchesblueprint-for-future-of-the-energy-estuary/>



**Local Authorities:**

Hull City Council  
East Riding of Yorkshire Council  
North Lincolnshire Council  
North East Lincolnshire Council

**Key Priorities:**

The Service must cover the whole of the Humber Geography and the Contractor must ensure that there is equal access to opportunity in each of the Local Authority areas. Geographical coverage will be reviewed as part of the project steering group.

**Sectors / Themes**

As mentioned earlier, all LEPs are currently in a transition period with the development of Local Industrial Strategies. There is the expectation that the Contractor will tailor delivery to the emerging sector priorities and that this will develop, with support from the LEP, throughout the contract as the Humber's Industrial Strategy is finalised.

There should be a focus on skills development as a means of improving the productivity of business and in particular this should include a focus on addressing skills gaps / new opportunities resulting from technological developments, in particular those relating to ICT and digital development. It is essential that SMEs have the right skills within their workforce to enable them to both foresee and take advantage of opportunities.

The Outcomes also include the Development Plan which will focus on the Humber Skills Pledge. This plan must be developed in partnership with the Humber LEP and will be monitored via a steering group consisting of LEP representatives and other partners as appropriate.

**Target Group**

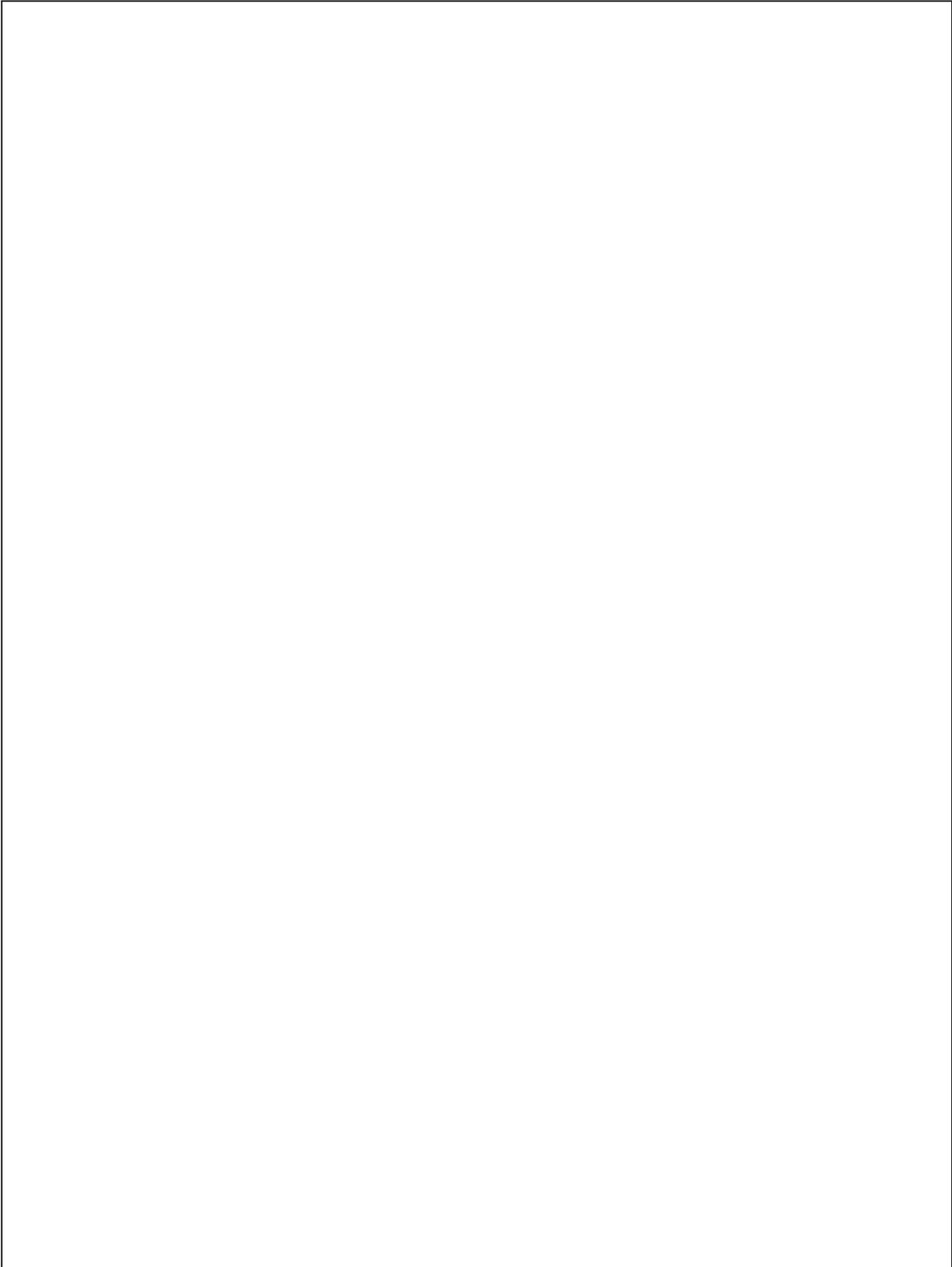
The Service must support a range of Participants though a focus on the progression of Participants from Level 2 through to Level 4.

Similarly, there is the expectation that the Service will target support to females and those aged 50+.

In addition to the main focus above, the services must also provide skills support for Humber based redundancies. The Contractor must look to other redundancy support packages available, such as DWP provision, in the first instance to ensure that Participants are signposted to the most appropriate provision and duplication is avoided.

**Governance**

The Contractor shall take part in a quarterly project Steering Group which will include the Humber LEP, provider partners and other relevant stakeholders. The Contractor shall provide quarterly reports to the Humber LEP which will be fed into its Employment and Skills Board. Data provided should be broken down to Local Authority area.



## PART 5 FUNDING AND OUTCOMES

88. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

89. The contract will be for the value of £2,733,281.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £2,733,281.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1484	200	£ 296,800.00
RQ01 Regulated Learning			£ 1,749,459.00
NR01 Non Regulated Activity			£ 437,372.00
PG01 Progression Paid Employment (EMP)	74	500	£ 37,000.00
PG03 Progression Education (EDU)	148	500	£ 74,000.00
PG04 Progression Apprenticeship (EDU)	74	600	£ 44,400.00
PG05 Progression Traineeship (EDU)	297	250	£ 74,250.00
SD02 - LEP agreed Delivery Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 2,733,281.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

**PART 4: LOCAL SERVICE REQUIREMENTS**

**LANCASHIRE - TRANSITION**

**GEOGRAPHY / AREA OF DELIVERY**

## **LEP background**

The Lancashire Local Enterprise Partnership (LEP) spans the areas supported by Lancashire County Council, Blackburn with Darwen Unitary Authority and Blackpool Unitary Authority. The LEP is home to a population of 1,485,042 people, just over one fifth of the North West total (20.6%). The economy is a mix of urban, rural and coastal communities. There are 52,100 businesses in Lancashire, of which 98% are SMEs.

The LEP's Strategic Economic Plan sets out the growth ambitions for the next 10 years providing a clear focus on realising the potential of the whole of Lancashire. The focus is to foster the right conditions for growth: to invest in innovation, skills, enterprise and infrastructure, to accelerate the achievement of its full economic potential. As the fourth largest economy in the north of England, Lancashire offers, through its ESIF Strategy, a mechanism to use ESI Funds to invest in opportunities that will support economic growth and well-being.

A key priority for the LEP is skills & employment; recognising the LEP's role in enabling and achieving a better balanced, skilled and inclusive labour market which underpins and contributes to economic well-being and growth across the County. The Lancashire Skills and Employment Strategic Framework is structured into 4 themes: Future Workforce, Skilled & Productive Workforce, Inclusive Workforce and An Informed Approach and articulates the priorities for Lancashire. The Strategic Framework is available here: <https://www.lancashirelep.co.uk/lep-priorities/skills-employment/skills-and-employment-strategicframework-2016-2021.aspx>

A robust evidence base underpins the framework and identifies key issues across Lancashire – this includes sector skills studies, and key skills and employment data. In April 2018, the Lancashire Labour Market Intelligence (LMI) Toolkit was published, providing up-to-date data and a range of information broken down by the 6 Travel to Work areas in Lancashire; the framework will be refreshed in sequence but the key issues and focus remain the same. The evidence base can be accessed here: <https://www.lancashireskillshub.co.uk/about-us/evidence-base/>.

### **Local Authorities:**

There is one upper tier local authority and two unitary authorities in the area:

Lancashire County Council

Blackburn with Darwen Borough Council

Blackpool Borough Council

Lancashire County Council is made up of the following district/borough councils: Burnley, Chorley, Fylde, Hyndburn, Lancaster, Pendle, Preston, Ribble Valley, Rossendale, South Ribble, West Lancashire and Wyre.

### **Key Priorities:**

A key theme in the Lancashire Skills and Employment Strategic Framework is 'Skilled and

Productive Workforce' – priorities include increasing the number of apprenticeships (including higher level and degree) across our priority sectors, increasing the number of employers undertaking workforce / succession planning and engaging with skills provision,

and increasing leadership & management capacity.

Key outcome measures include growth in the numbers of people with Level 3+ attainment levels, growth in apprenticeship numbers and less reported skills shortages and hard-to-fill vacancies in the UKCES Employer Skills Survey, as well as an increase in the number of employers investing in skills. The Service is expected to contribute to these outcome measures.

A key challenge across the priority sectors is, at present, Lancashire's ageing workforce and declining working age population, alongside a lower than average population with Level 4+ skills. Issues of replacement demand and growth demand need to be met by increasing the number of economically active people, and by encouraging progression to higher levels of qualification either through the education system or by up-skilling whilst in employment. The programme aims to engage businesses and employees in up-skilling, encourage progression to full qualifications (including apprenticeships), support employees at risk of redundancy to remain in sustainable employment and ensure that local people are able to progress.

### **Geography**

Information about employment patterns can be found in the LMI toolkit. It is anticipated that there will be a spread of activity across the whole of the LEP area, with a focus on the main conurbations and areas of higher employment concentration.

The Contractor must to work closely with the Growth Hub in Lancashire, 'Boost' and partners, and develop relationships with local economic development teams to support growth across Lancashire, and to integrate the Service to businesses into the local ecosystem of business products.

### **Sectors**

Lancashire's priority sectors for skills and employment will be targeted for support. The organisations engaged in the Service are expected to be from the priority sectors listed below:

- Advanced Manufacturing and Engineering
- Energy and Environment
- Finance and Professional Services
- Visitor Economy
- Creative and Digital
- Health and Social Care
- Construction

Digital Skills is a significant priority focus, with the recent launch of the Local Digital Skills Partnership in Lancashire.

### **Learner Type**

Participants should be employed in Lancashire businesses of any size or will be at threat of redundancy or have been made redundant within the last 3 months. Due to the nature of the economy it is expected that a high percentage / number of SMEs will be engaged in



the Services.

It is expected that there will be a balance between basic and low skills, and intermediate and higher. Regulated learning should consist of units towards Level 3 or higher qualifications (within the loans policy).

### **LEP Specific**

It is anticipated that the Contractor will have physical locations across the LEP geography that are easily accessible by Participants (using public transport and for those with disabilities).

Activity should complement other activity under the 2.1 and 2.2 investment priorities in Lancashire. The Contractor shall also participate in a local forum for projects supporting training with employers.

Through the LEP Local Development Plan the Contractor will need to undertake additional activities in conjunction with the LEP. Examples of the activities include: research, responding to skills needs of the LEP's priority sectors, building capacity and responsiveness, new product development and innovation, employer engagement (especially those employers who will be affected by the apprenticeship levy), the effective provision of higher level skills, the promotion of this skills offer particularly apprenticeships and developing brokerage of opportunities between Participants and employers.

The Contractor will need to allocate resource to work in partnership with Lancashire's Skills Hub basis, to co-ordinate delivery between these 2 strands of activity and other opt-in projects and directly matched ESIF projects.

The Contractor shall create and manage a steering group which will sit across all strands of activity with relevant local stakeholders, which will report the LEP via the Skills and Employment Board. The C will provide the LEP with regular performance reports on delivery and activity.

The Contractor must have in place a data sharing and a service level agreement with the Lancashire Growth Hub (Boost) and input employer contacts and activity on the Growth Hub CRM system. The data will be used to support referrals from the Growth Hub, a joined up approach to employer engagement and to support Lancashire-wide marketing campaigns promoting business support products and skills. The Contractor will work proactively with the Growth Hub to support business support simplification and effective engagement of employers.

### **Skills Support for the Workforce**

The Services must drive up skills levels, focusing on the skills being sought by employers and supporting the Lancashire LEP's priority sectors. The Contractor shall refer to the LEP skills and employment evidence base and the sector skills studies and provide skills provision that tackles identified skills shortages.

As well as intermediate, technical skills and higher level skills provision the Services should also support Participants to take up Apprenticeships in the LEP priority sectors, including Higher Apprenticeships.

The Services should also deliver core qualifications including basic skills, English, Maths or ESOL at entry level, level 1 or level 2.

### Skills Support for Redundancy

In relation to redundancy situations in Lancashire's priority sectors, we are keen to ensure that skills are retained within the sector, for example, ensuring that people with engineering skills are retained in comparable businesses in Lancashire to meet demand due to replacement demand and growth. This will require engagement with employers who would benefit from employing skilled people who are at risk of redundancy.

## PART 5 FUNDING AND OUTCOMES

90. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

91. The contract will be for the value of £6,092,611.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £6,092,611.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	3320	200	£ 664,000.00
RQ01 Regulated Learning			£ 3,915,196.00
NR01 Non Regulated Activity			£ 978,815.00
PG01 Progression Paid Employment (EMP)	166	500	£ 83,000.00
PG03 Progression Education (EDU)	332	500	£ 166,000.00
PG04 Progression Apprenticeship (EDU)	166	600	£ 99,600.00
SD01 Progression WITHIN work	664	250	£ 166,000.00
SD02 - LEP agreed Delivery Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 6,092,611.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## PART 4: LOCAL SERVICE REQUIREMENTS

**LEICESTER AND LEICESTERSHIRE – MORE DEVELOPED**

**GEOGRAPHY / AREA OF DELIVERY**

## **LEP background**

The Leicester and Leicestershire Enterprise Partnership (LLEP) area encompasses the City of Leicester and County of Leicestershire and has a combined population of around one million people.

Our economy is currently worth £23.5bn in Gross Value Added (GVA) per annum and is central to the prosperity of the Midlands, providing nearly 500,000 jobs and hosting over 42,000 trading businesses. Our ambition is to become the most productive economy in the Midlands, making a major contribution to UK prosperity and earning power.

Our business base is primarily composed of small and medium sized enterprises (SMEs), with around 75% of our businesses having less than 10 employees, and we have particular strengths in manufacturing, logistics, professional and financial services, food and drink, tourism and textiles. However, we are also home to number of major international businesses, including Next, Pepsico, Triumph, Caterpillar, Norton, Santander, Wal-Mart, Amazon, DHL, Almac and 3M.

Leicester is one of the most diverse and fastest-growing cities in the UK, with an entrepreneurial and outward-looking population drawn from across the globe. The city has seen a number of inward investment successes in recent years, with IBM and Hastings Direct both setting up new operations in Leicester.

Our central city is ringed by a network of market towns, including Loughborough, Melton Mowbray, Market Harborough, Lutterworth, Hinckley and Coalville. These are important economic centres in their own right, contributing over £1 billion to the local economy. They also provide a focal point for their local communities and have the potential to generate additional economic growth.

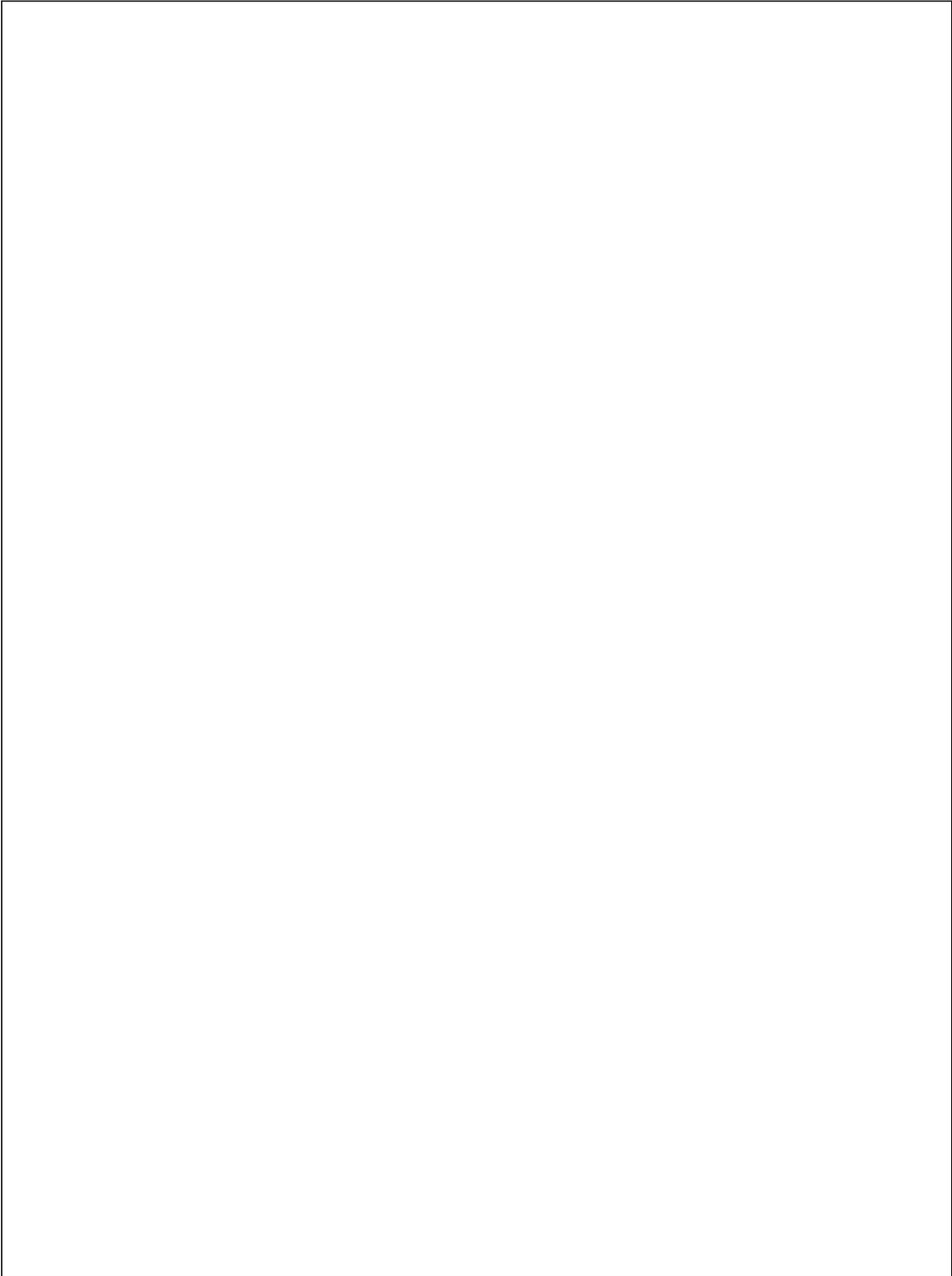
We are home to three leading universities – De Montfort University, Loughborough University and the University of Leicester – each of whom have their own distinct specialisms and undertake world class research.

We are located in the heart of England and sit within a logistics ‘golden triangle’ formed by the M1, M6 and M42 motorways. This has made us the preferred location for national Distribution Centre’s such as Magna Park. We are also home to East Midlands Airport, the UK’s largest pure freight airport, and are set to benefit from the construction of HS2.

We are uniquely placed in having two designated Enterprise Zones spread across four separate sites. These are the MIRA Technology Park, Loughborough University Science and Enterprise Park, Charnwood Campus and Leicester Waterside. Each of these sites has their own distinct sector specialisms and offer us the potential to develop clusters around Centres of Excellence in key industries, including life sciences, sports science, space, advanced manufacturing and the automotive sector.

See below for links to further sources of relevant information:

The ESIF Strategy which sets the context for our ambitions around employment and skills can be found at: <https://www.llep.org.uk/strategies-and-plans/esif/our-esif-strategy-2014-2020/>





Further detail and evidence underpinning the identification of local needs and priorities listed in the 'Key Priorities' section of this document can be found in the ESF Future Open Calls Research Report at <https://www.llep.org.uk/wp-content/uploads/2017/10/2017-08-30Final-Report-WEB-VERSION.pdf>

The Skills for the Future Report can be found at <https://www.llep.org.uk/investing-in-ourpeople/skills-strategies/skills-for-the-future-study-2016/>

An overview of existing ESF Projects and target beneficiaries can be found at: <https://www.llep.org.uk/esif-section/about-esif/>

For more information on our area: <http://www.investinleicester.co.uk/>

**Local Authorities:**

Leicester City Council  
Leicestershire County Council  
Blaby District Council  
Charnwood Borough Council  
Harborough District Council  
Hinckley & Bosworth Borough Council  
Melton Borough Council  
North West Leicestershire District Council  
Oadby & Wigston Borough Council

**Key Priorities:**

Our ESIF Strategy sets the context for our ambitions around employment and skills in Leicester and Leicestershire and our intentions are set out on page 68 of the Strategy.

Priority should be given to:

- STEM skills including initiatives to promote participation by women into STEM occupations
- Better off in work calculations
- Support to enable those underemployed to consider self-employment and starting and running a business
- Support for the increase of internships, placements or Apprenticeships in key sectors – ensuring this is coordinated with the Employment Hub
- Support for women and BAME groups to progress in the workplace
- Support for part-time employees to progress in the workplace
- Delivery of the above in LLEP Key Priority Sectors: Engineering and Advanced Manufacturing; Food and Drink Manufacturing; Textiles Manufacturing; Logistics and Distribution; Tourism and Hospitality; Creative Industries; Low Carbon; Professional and Financial Services; Health and Social Care and Sports and Physical Activity.

The Service should not duplicate or replace existing support within national programmes, or [existing ESF Projects](#) within the LLEP area.

There is a need to identify and target those areas where there is evidence of demand.

## PART 5 FUNDING AND OUTCOMES

92. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

93. The contract will be for the value of £1,620,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,620,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	875	200	£ 175,000.00
RQ01 Regulated Learning			£ 1,031,077.00
NR01 Non Regulated Activity			£ 257,773.00
PG01 Progression Paid Employment (EMP)	44	500	£ 22,000.00
PG03 Progression Education (EDU)	88	500	£ 44,000.00
PG04 Progression Apprenticeship (EDU)	44	600	£ 26,400.00
SD01 Progression WITHIN Work	175	250	£ 43,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,620,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## PART 4: LOCAL SERVICE REQUIREMENTS

**NEW ANGLIA – MORE DEVELOPED**

**GEOGRAPHY / AREA OF DELIVERY**

## **LEP background**

New Anglia LEP and our partners recognise that a strong skills base is a pre-requisite to a growing and performing economy where local people are at the heart of economic sustainability. The Norfolk and Suffolk Economic Strategy sets out our ambition to develop a locally responsive skills system that transforms skills from being an economic barrier to being a growth enabler. This requires the creation of a skills system that meets our current and future economic needs and raises individual achievement and aspiration. We want to grow local talent in our key sectors and support our local businesses to grow by making the most of a highly skilled workforce. Workforce development is at the heart of this.

In partnership with local employers New Anglia commissioned a series of skills plans for our priority sectors. These have highlighted the key opportunities, workforce challenges as well as clear interventions that are needed to address skills gaps.

It is imperative that ESF investment assists us to move our ambitions forward and address the challenges and opportunities set out in the sector skills plans.

These can be found at <https://newanglia.co.uk/sector-skills-plans/> or by contacting the Skills Manager at the LEP.

Further information on our key sectors can be found at [https://newanglia.co.uk/our\\_sectors/](https://newanglia.co.uk/our_sectors/)

The skills agenda is directed with support and influence from the New Anglia Skills Board. It is a Sub Board of the main LEP Board with representation from higher and further education, local authorities, training providers, private sector businesses and government departments. The Skills Board are heavily invested in the impact of ESF and will support the contract holder in their local delivery.

From 2015 data, the percentage of the Norfolk and Suffolk workforce NVQ qualification level equivalent was:

None - 4%  
Level 1 – 15%  
Level 2 – 23%  
Level 3 – 21%  
Level 4 – 37%

14% of our population have living standards below the UK average.

We have ambitions to address this and the Skills Support for the Workforce activity needs to support this, particularly in our key sectors across the whole of the New Anglia LEP area taking into account the rural nature of the area.

### **Local Authorities:**

Norfolk County Council  
Suffolk County Council District  
Councils:

1 NORTH NORFOLK

2 BROADLAND 3 KING'S LYNN AND WEST NORFOLK 4  
BRECKLAND

- 5 NORWICH
- 6 GREAT YARMOUTH
- 7 SOUTH NORFOLK
- 8 WAVENEY
- 9 FOREST HEATH
- 10 ST EDMUNDSBURY
- 11 MID SUFFOLK
- 12 SUFFOLK COASTAL
- 13 BABERGH
- 14 IPSWICH

**Key Priorities:**

Our key sectors are:

- Advanced Manufacturing and Engineering
- Advanced Agriculture, Food and Drink
- Construction and Development
- Energy
- Financial Services and Insurance
- ICT, Tech and Digital Creative
- Health and Social Care
- Life Sciences and Biotec
- Transport, freight and logistics
- Visitor Economy

New Anglia LEP has supported a successful redundancy programme supported by ESF funding that has responded to a number of redundancies in the Norfolk area. It is expected that Contractors would continue to prioritise supporting employees at risk of redundancy or made redundant within the last 3 months as part of this Service. The LEP are aware of ongoing discussions with employers restructuring and/or relocating and it is expected the Contractor will build relationships with key partners and stakeholders to ensure appropriate support is available to affected Participants and enable them to secure alternative employment.

**PART 5 FUNDING AND OUTCOMES**

94. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

95. The contract will be for the value of £1,586,998.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,586,998.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	857	200	£ 171,400.00
RQ01 Regulated Learning			£ 1,010,035.00
NR01 Non Regulated Activity			£ 252,513.00
PG01 Progression Paid Employment (EMP)	43	500	£ 21,500.00
PG03 Progression Education (EDU)	86	500	£ 43,000.00
PG04 Progression Apprenticeship (EDU)	43	600	£ 25,800.00
SD01 Progression WITHIN Work	171	250	£ 42,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,586,998.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>NORTH EASTERN – MORE DEVELOPED</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>
<b>LEP background</b> The North East Local Enterprise Partnership’s Strategic Economic Plan sets out the growth ambitions for the next 10 years, providing a clear focus on realising the potential of the whole of the North East, setting out the framework for their Growth Deal with Government and directs the resources within their agreed European Structural Investment Fund (ESIF) strategy.

A skilled workforce is central to sector-led growth and investment in skills and will drive the increased productivity of the North East. To support 'more and better jobs'; we need to move skills interventions up the value chain, ensuring a supply of appropriate skills is available at all levels. The North East LEP area has strong infrastructure to deliver world class skills and the area has a strong reputation for responding to the opportunities presented by a growing and changing economy.

However the region also faces key skills challenges that inhibit business growth. These include low skilled workforce with insufficient numbers of employed people qualified to level 3 and above and an ageing demographic creating replacement demand particularly within skilled and technical occupations that underpin priority industries.

Our ESIF Strategy clearly sets out the actions to be supported and has a specific aim to develop a demand led system that meets employer needs by engaging with businesses and increasing technical, vocational and higher skills.

Activity provided through this contract will be a key mechanism to deliver against these actions and to assist the North East LEP area in achieving its goals. This invitation to tender requires that all the four actions set out on page 11 of the ESIF strategy are adequately addressed by the Contractor.

Further details on the North East LEP area ESIF Strategy can be found at <https://www.nelep.co.uk/wp-content/uploads/2014/10/NE-LEP-ESIF-Strategy-Full-23-June2016.pdf> .

**Local Authorities:**

Gateshead  
Newcastle Upon Tyne  
North Tyneside  
Northumberland  
South Tyneside  
Sunderland

**Key Priorities:**

The Contractor will work with the Contractor in the transitional area to establish a project steering group at the start of the Service, to manage and oversee delivery of the Service. The steering group must have representation nominated by the LEP and agreed by the ESIF Committee. This must include at least one representative from the More Developed Area of Northumberland, Tyne & Wear, and one from the Transitional area of County Durham. The steering group must be chaired by the Contractor and will need to meet on a monthly basis for the first three months and then as required.

This provision should focus on SMEs and take account of the following priority sectors:

- Advanced manufacturing and engineering, healthcare system and technologies (such as virtual reality, electric vehicles and advanced materials)

- Pharmaceuticals
- Energy
- Low carbon and renewable technologies

- Logistics
- Professional Service
- Forestry
- Tourism
- Support for new and emerging industries (known as our Smart Specialisation sectors):
- Passenger Vehicle Manufacture with particular focus on Low Carbon vehicle technology
- Creative, digital, software & technology
- Subsea engineering and manufacturing
- Life sciences and healthcare
- Other emerging growth areas include surface science , ageing, satellite technologies and energy networks

At the initial tri-partite meeting between the Contractor and representatives from the LEP area, consideration will be given to how all the priorities for delivery will be covered in meaningful way through delivery. This will then be monitored through the local project steering group.

To ensure sufficient local engagement is undertaken during the Service period, the Contractor should commit to:

- Engaging in ESF Provider Network activity as and when required
- Engaging in the North East LEP Growth Hub
- Being aware of and avoid duplication of existing provision

## **PART 5 FUNDING AND OUTCOMES**

96. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

97. The contract will be for the value of £7,200,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### **TABLE C**

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £7,200,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	3925	200	£ 785,000.00
RQ01 Regulated Learning			£ 4,629,304.00
NR01 Non Regulated Activity			£ 1,157,346.00
PG01 Progression Paid Employment (EMP)	196	500	£ 98,000.00
PG03 Progression Education (EDU)	393	500	£ 196,500.00
PG04 Progression Apprenticeship (EDU)	196	600	£ 117,600.00
SD01 Progression WITHIN Work	785	250	£ 196,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 7,200,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

#### **PART 4: LOCAL SERVICE REQUIREMENTS**

#### **NORTH EASTERN - TRANSITION**

#### **GEOGRAPHY / AREA OF DELIVERY**

**LEP background**

The North East Local Enterprise Partnership's Strategic Economic Plan sets out the growth ambitions for the next 10 years, providing a clear focus on realising the potential of the whole of the North East, setting out the framework for their Growth Deal with Government and directs the resources within their agreed European Structural Investment Fund (ESIF) strategy.

A skilled workforce is central to sector-led growth and investment in skills and will drive the increased productivity of the North East. To support 'more and better jobs' we need to

move skills interventions up the value chain, ensuring a supply of appropriate skills is available at all levels. The North East LEP area has strong infrastructure to deliver world class skills and the area has a strong reputation for responding to the opportunities presented by a growing and changing economy.

However the region also faces key skills challenges that inhibit business growth. These include low skilled workforce with insufficient numbers of employed people qualified to level 3 and above and an ageing demographic creating replacement demand particularly within skilled and technical occupations that underpin priority industries.

Our ESIF Strategy clearly sets out the actions to be supported and has a specific aim to develop a demand led system that meets employer needs by engaging with businesses and increasing technical, vocational and higher skills.

Activity provided through this Service will be a key mechanism to deliver against these actions and to assist the North East LEP area in achieving its goals. The Contractor must ensure that all the four actions set out on page 11 of the ESIF strategy are adequately addressed.

Further details on the North East LEP area ESIF Strategy can be found at <https://www.nelep.co.uk/wp-content/uploads/2014/10/NE-LEP-ESIF-Strategy-Full-23-June2016.pdf>

**Local Authorities:**

County Durham

**Key Priorities:**

The Contractor in the transitional area will be expected to work with the Contractor in the more developed area to establish a project steering group at the start of the Service, to manage and oversee delivery of the Service. The steering group must have representation nominated by the LEP and agreed by the ESIF Committee. This must include at least one representative from the More Developed Area of Northumberland, Tyne & Wear, and one from the Transitional area of County Durham. The steering group must be chaired by the Contractor and will need to meet on a monthly basis for the first three months and then as required.

This Service should focus on SMEs and take account of the following priority sectors:

- Advanced manufacturing and engineering, healthcare system and technologies (such as virtual reality, electric vehicles and advanced materials)
- Pharmaceuticals
- Energy
- Low carbon and renewable technologies
- Logistics
- Professional Service
- Forestry

- Tourism
- Support for new and emerging industries (known as our Smart Specialisation sectors):

- Passenger Vehicle Manufacture with particular focus on Low Carbon vehicle technology
- Creative, digital, software & technology
- Subsea engineering and manufacturing
- Life sciences and healthcare
- Other emerging growth areas include surface science , ageing, satellite technologies and energy networks

At the initial tri-partite meeting between the Contractor and representatives from the LEP area, consideration will be given to how all the priorities for delivery will be covered in meaningful way through delivery. This will be monitored through the local project steering group.

The ensure sufficient local engagement is undertaken during the Service period, the Contract must commit to:

- Engaging in ESF Provider Network activity as and when required
- Engaging in the North East LEP Growth Hub
- Being aware of and avoid duplication of existing provision

## PART 5 FUNDING AND OUTCOMES

98. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

99. The contract will be for the value of £1,800,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,800,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	973	200	£ 194,600.00
RQ01 Regulated Learning			£ 1,147,396.00
NR01 Non Regulated Activity			£ 286,854.00
PG01 Progression Paid Employment (EMP)	49	500	£ 24,500.00

PG03 Progression Education (EDU)	97	500	£ 48,500.00
PG04 Progression Apprenticeship (EDU)	49	600	£ 29,400.00
SD01 Progression WITHIN Work	195	250	£ 48,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,800,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

**PART 4: LOCAL SERVICE REQUIREMENTS**

**NORTHAMPTONSHIRE - MORE DEVELOPED**

**GEOGRAPHY / AREA OF DELIVERY**

**LEP background**

SEMLEP is a high-growth economy with Gross Value Added (GVA) currently standing at some £50bn, up from c£45bn in 2010. The area includes some highly productive economies; for example, Milton Keynes has the fifth highest GVA per worker of all British cities. However, the current situation is a case of 'haves' and 'have nots', with one reaching capacity and the other not reaching potential.

Measures of the skills mismatch between those employed, those seeking work and employers can be identified combining analysis of SEMLEP's Employer Survey vacancies

and recruiting data with our most recent statistical refresh of social and employment demographics [April 2017]. Changing age demographics are affecting individuals at both ends of the spectrum the over 50's at risk of becoming obsolete with new technologies, whilst youth are struggling for opportunities to move into jobs held by older people.

In this tightening labour market there is a need for a more flexible approach as businesses are struggling to develop their own staff and plan for future needs. Interventions are sought to equip the workforce with the skills that employers need from basic literacy and numeracy to higher skills at practical and technical levels. To increase economic activity provision is needed to support vulnerable groups to overcome employment barriers by providing lifelong opportunities for up-skilling and re-skilling. This is particularly relevant within the health and social care, construction and logistic sectors.

For further information please refer to:

- Details of the [South East Midlands local ESIF Strategy](#)
- Details of the [Northamptonshire Enterprise Partnership local ESIF Strategy](#)
- Details of the [South East Midlands 2017-2020 Implementation Plan](#)
- Details of the [South East Midlands 2017 ESF Data Refresh](#)
- Details of the [South East Midlands Skills Strategy](#)

Northamptonshire Enterprise Partnership and South East Midlands Partnership merged in 2017 and serve the whole of South East Midlands including Northamptonshire. However, due to the structure of the Memorandum of Understanding with the ESF Managing Authority, ESF opt in services are procured under the pre-merger geography. There are 13 Local Authorities covering the entire SEMLEP geography, with the population split 40% Northamptonshire and 60% SEMLEP based on pre-merger geography.

#### **Local Authorities:**

Northamptonshire

Grouped into largely rural areas of

- Daventry 4.1%,
- East Northamptonshire 4.5%,
- South Northamptonshire 4.5%.

and the predominantly urban

areas of

- Corby 3.4%,
- Kettering 4.9%,
- Northampton 11.3%
- Wellingborough 3.9%.

#### **Key Priorities:**

The Service focus is improving the skills of employed Participants to meet their goals and to encourage progression in work. This is particularly relevant to Participants who suffer potential work poverty due to insecure, part-time work and zero-hour contracts.

Individual's work profiles are changing; people are working longer and more people have 'portfolio' careers. There is a need for a lifelong learning approach that enables employed individuals to up-skill and change roles, developing transferable skills to help them to progress within employment.



Interventions are encouraged but not limited to:

1. Priority will always be given to support upskilling and retraining of individuals at risk or have been made redundant within last 3 months
2. Pre-qualification initiatives such as awareness raising with employers. Working in collaboration with specialist organisations to provide mentoring to support SMEs to adapt to current labour markets; to be achieved by supporting a range of training to develop transferrable skills and qualifications to support low paid employees. Special emphasis to be given to carers, lone parents, and part-time workers.
3. Support for women whose first language is not English enabling them to access training at the appropriate level to help them progress from part time or zero hour contracts to full time employment
4. Work with SME's around individual CPD (continuing professional development) and career portfolios to identify specific opportunities for progression within employment
5. Support employed people diagnosed with ADHD, Dyslexia and high functioning autistic traits to assist them to remain within the work place and progress within employment
6. Tailored support for over 50's to develop transferrable skills enabling them to retrain and remain in work
7. Management mentoring opportunities to support individuals to move into these roles including supervisory junior management roles.

However, there is also an opportunity to work with employers to upskill their workforce to address discrepancies between the skill needs of employers. The Service should link up with existing provision to complement and extend workplace provision ie. access to work programme. Developing better links between businesses and education particularly for the identified priority groups.

There is a need for training providers and education establishments to work with employers to align initiatives across all sectors but most urgently in health and social care, construction and logistics. In particular

- build capacity for SMEs to help them understand the benefits and opportunities of apprenticeship, internship and work placement programmes.
- to work with SMEs to support the business to retain and develop a skilled workforce utilising the type of intervention mentioned above to sustain their workforce.

The Development Plan (SD02) is to be scoped with the LEP to ensure best value for money and impact within our geography. The Contractor must ensure the plan incorporates:

1. A clear and robust employer engagement plan
2. Details of existing provider networks with contact names
3. Details of existing employer networks
4. A detailed project organogram showing roles and lines of communication

The Contractor must attend the LEP ESF Providers Forum to promote alignment and streamlining of provision.

## PART 5 FUNDING AND OUTCOMES

100. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

101. The contract will be for the value of £900,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £900,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	482	200	£ 96,400.00
RQ01 Regulated Learning			£ 567,358.00
NR01 Non Regulated Activity			£ 141,842.00
PG01 Progression Paid Employment (EMP)	24	500	£ 12,000.00
PG03 Progression Education (EDU)	48	500	£ 24,000.00
PG04 Progression Apprenticeship (EDU)	24	600	£ 14,400.00
SD01 Progression WITHIN Work	96	250	£ 24,000.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 900,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## PART 4: LOCAL SERVICE REQUIREMENTS

### OXFORDSHIRE – MORE DEVELOPED

### GEOGRAPHY / AREA OF DELIVERY

## **LEP background**

OxLEP website: [www.oxfordshirelep.com](http://www.oxfordshirelep.com)

Oxfordshire is home to 678,550 people of which 430,200 (63.4%) are of working age – aged 16-64. Economic activity is high with 377,400 (84.7%) classed as economically active.

Oxfordshire is a globally-renowned region with one of the strongest economies in the UK, and a successful record in securing investment to promote growth. For example:

- Oxfordshire is one of three net contributors to the national exchequer, generating approximately £22 billion Gross Value Added (GVA) to the UK economy;
- Science Vale UK has the highest concentration of science research facilities and development activity in western Europe;

- Oxfordshire is at the heart of one of the largest and most successful life sciences clusters in Europe;
- Oxfordshire attracts around seven million people each year, including a significant number of international visitors.

Please see the [Oxfordshire Strategic Economic Plan 2016](#) for more information.

According to the 2017 Inter-Departmental Business Register (IDBR) there are 31,130 enterprises in Oxfordshire. 50.7% of individuals in the county have an NVQ Level 4 or above, whilst 3.8% have no qualifications.

Central to the continued transformation of Oxfordshire’s knowledge-based economy to a world leader in technology and business innovation, is the need for higher skills attainment. OxLEPs sets out a framework for how this is to be achieved in the ‘[Oxfordshire Skills Strategy: Building a 21st century skills ecosystem](#)’ through five Strategic Priorities of which the following are pertinent to this Service:

- To meet the needs of local employers through a more integrated and responsive approach to education and training provision in identified priority sectors – both current and projected;
- To support the government’s agenda to increase the number of apprenticeships offered, and apprenticeship uptake, particularly within small to medium sized businesses.

The strategy uses a range of evidence to identify a number of broad priority sectors for Oxfordshire which are either forecast to grow or that are experiencing particular skills challenged and warrant attention.

The Oxfordshire European Structural Investment Fund Strategy can be found at: <https://www.oxfordshirelep.com/about/our-programmes/european-funding>

**Local Authorities:**

- Cherwell District Council
- Oxford City Council
- Oxfordshire County Council
- South Oxfordshire District Council
- Vale of White Horse District Council
- West Oxfordshire District Council

**Key Priorities:**

**Sectors:**

Significant sectors for growth

- Education
- Business administration and finance
- Health and social care
- Professional, scientific and technical

- Sales and retail
- Digital, creative technologies
- Hospitality and catering

Sectors facing skills challenges/labour shortages/projected skills shortages

- Health and social care
- Engineering and science
- Digital & creative industries
- Construction and built environment
- Hospitality and catering
- Logistics (distribution and wholesale)

**Priority Group:**

Those employed in Oxfordshire in businesses and organisation who wish to upskill

**PART 5 FUNDING AND OUTCOMES**

102. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

103. The contract will be for the value of £1,890,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,890,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1023	200	£ 204,600.00
RQ01 Regulated Learning			£ 1,205,636.00
NR01 Non Regulated Activity			£ 301,414.00
PG01 Progression Paid Employment (EMP)	51	500	£ 25,500.00
PG03 Progression Education (EDU)	102	500	£ 51,000.00
PG04 Progression Apprenticeship (EDU)	51	600	£ 30,600.00
SD01 Progression WITHIN Work	205	250	£ 51,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,890,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>SHEFFIELD CITY REGION – MORE DEVELOPED AND TRANSITIONAL</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>
<b>LEP background</b> The Sheffield City Region has a diverse economy comprising a dynamic core city, important towns and market towns, and a significant rural economy. The City Region encompasses more than 1.8 million people (over 1.1 million aged 16-64) and approximately 700,000 jobs. 76.6% of people are in employment.  Sheffield City Region has a diverse labour market comprising several urban hubs as well as semi-rural and rural areas. It has strengths in advanced manufacturing, creative, digital, logistics, technology, retail and business services. The two largest authorities in the City Region, in terms of population are Sheffield and Doncaster.

The Sheffield City Region's economic strategy is clear: to create a larger and stronger private sector by increasing the total Gross Value Added (GVA), the number of businesses and jobs. In order to be successful in achieving this ambition, an effective skills and employment offer will need to be developed to secure growth.

For the first time in a generation it is private sector jobs growth that is driving our economy, adding £1.34bn of GVA in just two years. In the five years to 2015, the fastest growing sectors were business services and manufacturing, growing by 28% and 13% respectively. However, inequality has remained high and significant parts of the population and business have not benefitted from economic growth.

Analysis of key indicators demonstrates:

- GVA per employee is 18% below the national average and mean earnings are 17% below the national average.
- Despite lower skills levels than average for England, underemployment is high (12% of all employees and occurs in 41% of businesses), this includes the graduates from our universities in addition to the wider labour market.
- Employers invest less in training than average, for example, 38% of establishments have not trained anyone in their workforce in the last 12 months.
- A shortfall of 30,000 jobs in higher skilled occupations relative to the size of the employment base.

Productivity in the Sheffield City Region has been declining since 2000 and is circa 84% of the national average. The key determinant of this low productivity appears to be the high proportion of the workforce in low skilled occupations and the low proportions of the workforce in higher skills occupations in each sector.

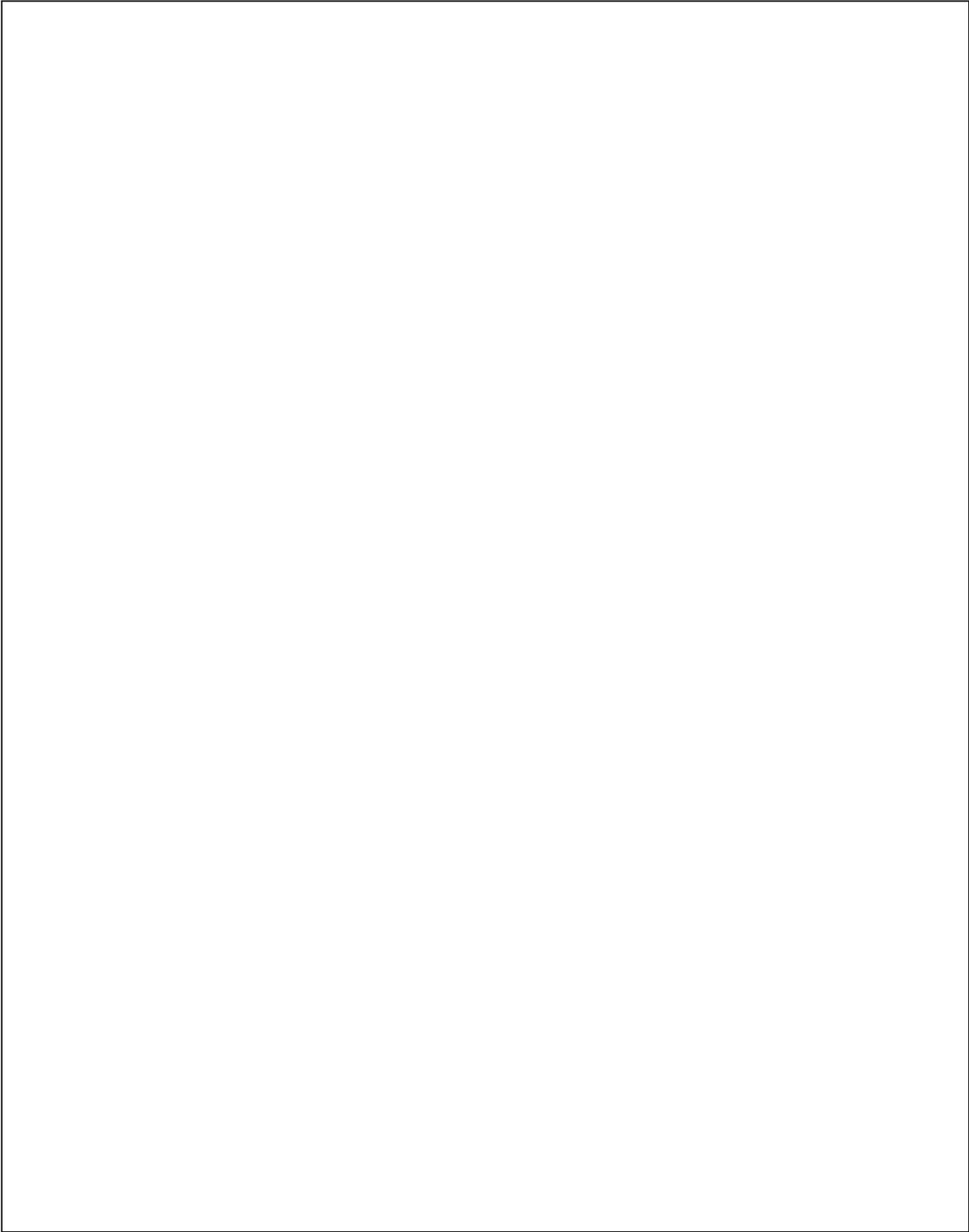
In 2014/15 over 21,000 people started an Apprenticeship in the Sheffield City Region, with the majority at Level 2, only 3.5% at a higher level and with significant BAME (black, Asian and ethnic minorities) under-representation<sup>2</sup>.

According to UKCES Employer Skills Survey 2015, the number of companies reporting having skills gaps is 16%, higher than the average in England of 14%, with 6% reporting they are struggling to fill vacancies and 31% are considered to be hard to fill. This is in addition to lower than national averages for the number of residents qualified to Level 3 and above (51.6% compared to 56.9%) and above average figures for the number with no qualifications (8.9%, 8.0% Great Britain average).

Sheffield City Region, its 9 local authorities, colleges, and health partners have a complex set of provision, local organisation networks and governance in place of relevance to skills and employments that this support will need to link into and align provision to be effective in our area. 6 Local Integration Boards have been established to strengthen and align skills and employment provision we expect this programme to work in an integrated way with and through those boards.

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<sup>2</sup> Sheffield City Region Labour Market Report – can be found [here](#)





- Creative & Digital Industries Technologies
  - Logistics
- Sports, Leisure & Tourism □ Healthcare

**PART 5 FUNDING AND OUTCOMES**

### LOT 1 – More Developed

104. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

105. The contract will be for the value of £1,912,718.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,912,718.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1035	200	£ 207,000.00
RQ01 Regulated Learning			£ 1,219,810.00
NR01 Non Regulated Activity			£ 304,958.00
PG01 Progression Paid Employment (EMP)	52	500	£ 26,000.00
PG03 Progression Education (EDU)	104	500	£ 52,000.00
PG04 Progression Apprenticeship (EDU)	52	600	£ 31,200.00
SD01 - Progression WITHIN work	207	250	£ 51,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,912,718.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

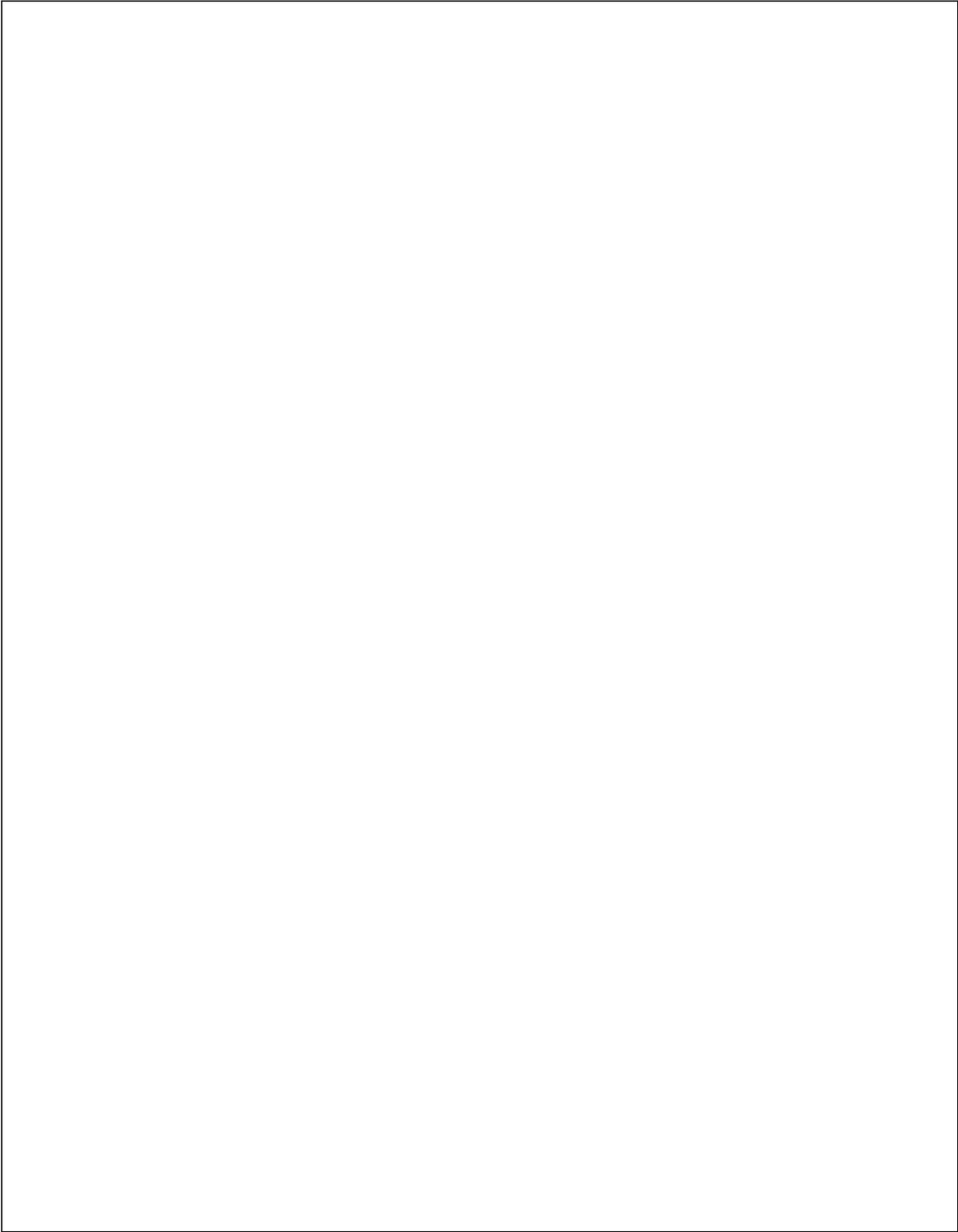
### LOT 2 - Transition

106. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

107. The contract will be for the value of £9,208,472.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £9,208,472.00



Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	5023	200	£ 1,004,600.00
RQ01 Regulated Learning			£ 5,924,398.00
NR01 Non Regulated Activity			£ 1,481,124.00
PG01 Progression Paid Employment (EMP)	251	500	£ 125,500.00
PG03 Progression Education (EDU)	502	500	£ 251,000.00
PG04 Progression Apprenticeship (EDU)	251	600	£ 150,600.00
SD01 - Progression WITHIN work	1005	250	£ 251,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 9,208,472.00</b>

**PART 4: LOCAL SERVICE REQUIREMENTS**

**SOLENT – MORE DEVELOPED**

**GEOGRAPHY / AREA OF DELIVERY**

**LEP background**

The Solent with a population of 1.3m people is the most urbanised area in southern England outside London. Its 290 miles of coastline, three islands and three peninsulas present unique challenges and opportunities that influence economic growth. The Solent economy is valued at £29bn Gross Value Added (GVA), and is home to 42,000 businesses. The Solent is an international gateway with the Port of Southampton, Portsmouth Naval Base, Portsmouth Commercial Port, and Southampton International Airport significant contributors to the economy. Home to a globally leading marine and maritime sector with significant clusters for marine autonomy and robotics, the Solent also has strategic sectoral strengths in the visitor economy, logistics advanced manufacturing and defence. We also have competitive advantage and specialisms in advanced technologies (including photonics, advanced materials, computer science and the life sciences).

Whilst this is a significant economy for such a small geographic area, average productivity is lower than in the South East (8.4% lower) and the UK (just less than 0.5% lower). This trend is expected to continue in the future with the LEP remaining close to the UK average while continuing to lag behind the South East. There are a range of reasons for this, including sectoral profile, connectivity, and, importantly, the development of skills and talent. Whilst the Solent has great potential, it does experience a range of skills and labour market challenges in the Solent that need to be addressed in order to transform our productivity performance:

1. The Solent has a 4.2% deficit in higher level skills, compared against the wider south east;
2. It is forecast that replacement demand (i.e. job openings created by people leaving the labour force temporarily or permanently) will contribute seven times as many job openings as net job growth over the next decade. This suggests that there will be a need to recruit suitably skilled people across all broad occupational groups, including those projected to decline;
3. The pipeline of skills coming through raises some issues and Solent has an attainment gap in terms of performance at Key Stage 3 and GCSE, which could challenge the area's ability to meet the future skills demands;
4. On-going skills gaps across key sectors, including advanced manufacturing / engineering, e, health civil engineering and health and social care;
5. A requirement for new entrants and the current workforce to be equipped with employability / softer-skills, often in conjunction with multi-disciplined technical and professional skills;
6. The need to align skills delivery with business requirements and the expectation that skills delivery will be increasingly industry-led;
7. Structural changes in the labour market and economy requiring workers to have a portfolio of careers and skill sets;
8. Labour market challenges that are particularly acute in the Solent including the availability of affordable housing, which employers are citing as an issue when they look to attract and retain skills and talent in their organisations;
9. The decision of the UK to exit the EU will have implications on the labour market going forward both in terms of workforce supply and demand; and
10. The impact of technological advances on the labour market due to ever increasing improvements and innovation in automation, artificial intelligence and the utilisation of 'Big Data' and the 'Internet of Things', is driving changing business models, crosssectoral and industry requirements, employment patterns and labour market requirements, Digital capability at all levels (entry - advanced) is now core competency for agile and competitive workforce.

A [Solent Skills Strategy](#) was published in March 2014 to inform the [Solent Strategic Economic Plan](#) (published at the same time). Since then the Solent LEP has published a number of key updates to our evidence base, including a [Skills Strategy Interim Evaluation](#). Links to key documents are provided below: [□ Solent Area Review](#)

- [Solent Strategic Economic Plan](#)
- [Solent Productivity and Growth Supplement 2017](#)
- [Solent LEP Baseline Forecasts and Implications of Brexit](#)
- [Skills Strategy Interim Evaluation](#)
- [Solent Innovation Evidence Base](#)
- [Solent ESIF Strategy](#)

The Solent has a strong and connected skills infrastructure, and this workforce development delivery should build upon & strengthen local existing provision, notably in our FE, and private training provider base to improve productivity in the Solent. The Contractor should set out how they will work with allied business support provision such as the Solent Growth Hub, and Solent Apprenticeship Hub (when it comes on stream) to ensure seamless referral, avoid duplication and ensure resources are effectively maximised locally. Whilst it is anticipated that delivery will focus on employed Participants it should also be able to demonstrate sufficient capacity and capability to respond to any local economic shocks and redundancy, and be able to put interventions in place to support affected employees swiftly.

**Local Authorities:**

Wholly within Solent LEP geography:

- Portsmouth City Council
- Southampton City Council
- Isle of Wight Council,
- Havant Borough Council
- Fareham Borough Council Gosport
- Borough Council Eastleigh
- Borough Council.

Partially in the Solent LEP geography:

- Hampshire County Council
- East Hants District Council
- Winchester City Council
- Test Valley Borough Council
- New Forest District Council

**Key Priorities:**

Key Sectors:

marine and maritime, engineering advanced manufacturing, (including photonics and advanced materials), aerospace and defence, construction, life sciences, health, digital & information economy, digital & creative industries, oil and gas, clean green tech, as well as enabling sectors such transport and logistics

Focus on STEM and Level 3 and above, linked to sectors.

## PART 5 FUNDING AND OUTCOMES

108. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

109. The contract will be for the value of £3,425,537.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £3,425,537.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1862	200	£ 372,400.00
RQ01 Regulated Learning			£ 2,195,862.00
NR01 Non Regulated Activity			£ 548,975.00
PG01 Progression Paid Employment (EMP)	93	500	£ 46,500.00
PG03 Progression Education (EDU)	186	500	£ 93,000.00
PG04 Progression Apprenticeship (EDU)	93	600	£ 55,800.00
SD01 Progression WITHIN Work	372	250	£ 93,000.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 3,425,537.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## PART 4: LOCAL SERVICE REQUIREMENTS

### SOUTH EAST – MORE DEVELOPED

### GEOGRAPHY / AREA OF DELIVERY

**LEP background**

The South East LEP is the largest in the country and has three distinct skills board areas of Kent and Medway; Essex Southend and Thurrock; and East Sussex. It has a population of 4.2 million set to grow to nearly 5 million by 2039.

Growth across a range of sectors is forecast on a significant scale and many of these are already experiencing shortages.

SELEP has recently agreed a five year skills strategy to be available at <http://www.southeastlep.com/> accompanied by an evidence base and would expect bids to be consistent with the ambition and priority this sets out. [www.southeastlep.com/our-strategy/skills/](http://www.southeastlep.com/our-strategy/skills/)

This is has been endorsed by the Essex Employment and Skills Board (ESB) and is consistent with local priorities. Further information on local priorities are available at <https://www.essexesb.co.uk/>

This is has been endorsed by Kent and Medway Skills Commission and is consistent with local priorities. Further information on local priorities are available at [https://www.kelsi.org.uk/\\_data/assets/pdf\\_file/0020/54632/Adult-Learning-Employment-and-SkillsStrategy-2015-2018.pdf](https://www.kelsi.org.uk/_data/assets/pdf_file/0020/54632/Adult-Learning-Employment-and-SkillsStrategy-2015-2018.pdf) (currently being revised)

This is has been endorsed by Skills East Sussex and is consistent with local priorities. Further information on local priorities are available at <https://www.eastsussex.gov.uk/business/eastsussex/selep/ses/ses/>

The LEP operates through a federated model which brings together the three distinct skills board areas of Kent and Medway; Essex Southend and Thurrock; and East Sussex. The areas have their own needs and the services delivered though this contract will be expected to meet all the needs of all the areas however remote. To facilitate the clear geographic distinctions and the aspirations of each of the partner local authorities within the federated model, this contract will have three geographically based funding pots. The provider will be expected to use the allocated funding within the identified geographic area AND report on at that level to the LEP and any of its relevant steering groups or sub committees. Initially it is expected that the provider will attend and present performance reports on a monthly basis. The frequency of meetings will be reviewed after the third month.

Part of Essex Southend Thurrock is shared by Cambridgeshire and Peterborough Combined authority so opportunities for join up should be explored.

Part of East Sussex is shared by Coast to Capital LEP so opportunities for join up should be explored.

**Local Authorities:**

East Sussex  
Essex (including Uttlesford), Southend, Thurrock  
Kent and Medway

**Key Priorities:**

**Sectors:**

- **Delivery across Essex** should be in response to identified employer need in the construction, health, care, logistics, IT, digital & creative, engineering, education and finance sectors. Delivery should also respond to additional local priorities for Southend and Thurrock such as visitor and tourism. A key priority is the upskilling of teaching staff in education establishments (including schools, training providers, further and higher education) responding to priority sectors
- **Delivery across Kent and Medway** should be in response to identified employer need and focus on the construction, health, care, logistics, IT, digital & creative, engineering, agriculture, education and land-based and visitor economy sectors. A

key priority is the upskilling of teaching staff in education establishments (including schools, training providers, further and higher education) responding to priority

sectors. Focus should be on innovative and SMART delivery to optimise accessibility (such as virtual reality, online software)

- **Delivery across East Sussex** should be in response to identified employer need and focus on the construction, health, care, logistics, IT, digital & creative, engineering, agriculture and land-based and visitor economy sectors. Adapted to not restrict delivery only to these sectors
- A key priority is the upskilling of teaching staff in education establishments (including schools, training providers, further and higher education) responding to priority sectors

**LEP Priority:**

- The ability to meet changing needs and demands as determined by employers. (i.e. ranging from supporting someone in an entry level job to progress to supporting with technical skills at level 4 and above)
- A strong knowledge and application of digital resources and technology to make provision accessible is sought (such as virtual reality, online software)
- Focus should be on innovative and SMART delivery to optimise accessibility (such as virtual reality, online software)

**Learner type:**

- A key priority is to address sectoral gender balance (i.e. females in construction, males in care) and supporting people with disabilities and mental health barriers across all sectors
- Providers should display within their Initial Assessment and IAG ways in which they have addressed poor understanding of career pathways in certain sectors i.e. health & social care and land-based
- The successful Contractor should work closely with the LEP and local skills boards to agree delivery focus
- Delivery should involve collaboration with current relevant ESF and national programmes and facilities invested in by the LEP. Examples are available at [http://www.southeastlep.com/images/uploads/resources/SELEP\\_brochure\\_%28ESF\\_and\\_Skills\\_Capital%29.pdf](http://www.southeastlep.com/images/uploads/resources/SELEP_brochure_%28ESF_and_Skills_Capital%29.pdf)

**The funding will be allocated as identified below:**

£ 1,169,100.00 Essex, Southend and Thurrock  
£353,700 East Sussex  
£1,177,200 Kent and Medway

**PART 5 FUNDING AND OUTCOMES**

110. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

111. The contract will be for the value of £2,700,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £2,700,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1465	200	£ 293,000.00
RQ01 Regulated Learning			£ 1,727,954.00
NR01 Non Regulated Activity			£ 431,996.00
PG01 Progression Paid Employment (EMP)	73	500	£ 36,500.00
PG03 Progression Education (EDU)	147	500	£ 73,500.00
PG04 Progression Apprenticeship (EDU)	73	600	£ 43,800.00
SD01 Progression WITHIN Work	293	250	£ 73,250.00
SD02 - LEP agreed Development Plan	1	2000 0	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 2,700,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## PART 4: LOCAL SERVICE REQUIREMENTS

### SOUTH EAST MIDLAND – MORE DEVELOPED

#### GEOGRAPHY / AREA OF DELIVERY

**LEP background**

SEMLEP is a high-growth economy with Gross Value Added (GVA) currently standing at some £50bn, up from c£45bn in 2010. The area includes some highly productive economies; for example, Milton Keynes has the fifth highest GVA per worker of all British cities. However, the current situation is a case of 'haves' and 'have nots', with one reaching capacity and the other not reaching potential.

Measures of the skills mismatch between those employed, those seeking work and employers can be identified combining analysis of SEMLEP's Employer Survey vacancies and recruiting data with our most recent statistical refresh of social and employment demographics [April 2017]. Changing age demographics are affecting individuals at both ends of the spectrum the over 50's at risk of becoming obsolete with new technologies, whilst youth are struggling for opportunities to move into jobs held by older people.

In this tightening labour market, there is a need for a more flexible approach as businesses are struggling to develop their own staff and plan for future needs. Interventions are sought to equip the workforce with the skills that employers need from basic literacy and numeracy to higher skills at practical and technical levels. To increase economic activity provision is needed to support vulnerable groups to overcome employment barriers by providing lifelong opportunities for up-skilling and re-skilling. This is particularly relevant within the health and social care, construction and logistic sectors.

For further information please refer to:

- Details of the [South East Midlands local ESIF Strategy](#)
- Details of the [Northamptonshire Enterprise Partnership local ESIF Strategy](#)
- Details of the [South East Midlands 2017-2020 Implementation Plan](#)
- Details of the [South East Midlands 2017 ESF Data Refresh](#)
- Details of the [South East Midlands Skills Strategy](#)

South East Midlands Partnership and Northamptonshire Enterprise Partnership merged in 2017 and serve the whole of South East Midlands including Northamptonshire. However, due to the structure of the Memorandum of Understanding with the ESF Managing Authority, ESF opt in services are procured under the pre-merger geography. There are 13 Local Authorities covering the entire SEMLEP geography, with the population split 60% SEMLEP and 40% Northamptonshire based on pre-merger geography.

#### **Local Authorities:**

South East Midlands

Grouped into largely rural areas of

- Aylesbury Vale 9.6%
- Central Bedfordshire 13.9%
- Cherwell 7.4%, and the predominantly urban areas of
- Bedford 8.4%,
- Luton 10.9%
- Milton Keynes 13.3%

#### **Key Priorities:**

The Services to focus on improving the skills of employed individuals to meet their goals and to encourage progression in work. This is particularly relevant to individuals who suffer potential work poverty due to insecure, part-time work and zero-hour contracts.

Individual's work profiles are changing; people are working longer and more people have 'portfolio' careers. There is a need for a lifelong learning approach that enables employed individuals to up-skill and change roles, developing transferable skills to help them to progress within employment.

Interventions are encouraged but not limited to:

8. Priority will always be given to support upskilling and retraining of Participants at risk or have been made redundant within last 3 months

9. Pre-qualification initiatives such as awareness raising with employers. Working in collaboration with specialist organisations to provide mentoring to support SMEs

to adapt to current labour markets; to be achieved by supporting a range of training to develop transferrable skills and qualifications to support low paid employees. Special emphasis to be given to carers, lone parents, and part-time workers.

10. Support for women whose first language is not English enabling them to access training at the appropriate level to help them progress from part time or zerohour contracts to full time employment
11. Work with SME's around Participant CPD (continuing professional development) and career portfolios to identify specific opportunities for progression within employment
12. Support employed people diagnosed with ADHD, Dyslexia and high functioning autistic traits to assist them to remain within the work place and progress within employment
13. Tailored support for over 50's to develop transferrable skills enabling them to retrain and remain in work
14. Management mentoring opportunities to support individuals to move into these roles including supervisory junior management roles.

However, there is also an opportunity to work with employers to upskill their workforce to address discrepancies between the skill needs of employers. The Service should link up with existing provision to complement and extend workplace provision ie. access to work programme. Developing better links between businesses and education particularly for the identified priority groups.

There is a need for training providers and education establishments to work with employers to align initiatives across all sectors but most urgently in health and social care, construction and logistics. In particular

- build capacity for SMEs to help them understand the benefits and opportunities of apprenticeship, internship and work placement programmes.
- to work with SMEs to support the business to retain and develop a skilled workforce utilising the type of intervention mentioned above to sustain their workforce.

The development plan (SD02) is to be scoped with the LEP to ensure best value for money and impact within our geography. The Contractor must ensure the plan incorporates:

5. Confirmation that the provider has both the resources and capacity to deliver the Service
6. A clear and robust employer engagement plan
7. Details of existing provider networks with contact names
8. Details of existing employer networks
9. A detailed project organogram showing roles and lines of communication

The Contractor must attend the LEP ESF Providers Forum to promote alignment and streamlining of provision.

## **PART 5 FUNDING AND OUTCOMES**

112. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

113. The contract will be for the value of £1,350,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,350,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	728	200	£ 145,600.00
RQ01 Regulated Learning			£ 857,437.00
NR01 Non Regulated Activity			£ 214,363.00
PG01 Progression Paid Employment (EMP)	36	500	£ 18,000.00
PG03 Progression Education (EDU)	73	500	£ 36,500.00
PG04 Progression Apprenticeship (EDU)	36	600	£ 21,600.00
SD01 Progression WITHIN Work	146	250	£ 36,500.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,350,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
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<b>STOKE-ON-TRENT AND STAFFORDSHIRE – TRANSITION</b>
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<b>GEOGRAPHY / AREA OF DELIVERY</b>
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## **LEP background**

The five areas of focus for skills are in the **LEP Strategic Economic Plan** are:

- **Higher Level Skills:** Only 25% of working age people in the LEP area hold a degreelevel qualification, which is nine percentage points below the average for England. □ **Employability:** Youth unemployment is high in our area; 18% of 16-24 year olds in Stoke-on-Trent and Staffordshire are unemployed, compared to 4% of 25 to 64 year olds.
- **Career Choice:** improving careers decision making and skills development as there is a poor understanding of labour market opportunities
- **Business Engagement in Learning and Skills:** develop greater involvement of businesses with skills provision and ensure a better match between the skills that employers look for and those delivered by education and training providers
- **Learning and Skills Infrastructure:** development of high quality education and

training facilities

Strategic Economic Plan: <https://www.stokestaffslep.org.uk/app/uploads/2014/04/140404-Stokeand-Staffs-Economic-Plan-Part-1-Strategy-Website.pdf>

**The Stoke-on-Trent and Staffordshire LEP Skills Strategy Priorities are:**

- Careers & Employability;
- Apprenticeships;
- World Class Skills facilities and provision to improve workforce skills and ensure business can access skills needed to improve productivity and growth

Skills Strategy: <https://www.stokestaffslep.org.uk/app/uploads/2015/04/82528-ET-SKILLSSTRATEGY-JULY-2016.pdf>

SSLEP ESF Skills, Employment and Social Inclusion Commissioning Plan and Prospectus 2014-2020 details the types of activities to support our Skills Strategy  
<https://www.stokestaffslep.org.uk/app/uploads/2015/04/EU-Skills-Investment-Plan-Nov-2015.pdf>

Current **Programme Delivery Guide** sets-out the current range of ESF provision in place.  
<https://www.stokestaffslep.org.uk/app/uploads/2018/05/ESIF-Delivery-Programme.pdf>

**Skills Support for Redundancy:**

Focusing on people in the workforce who are under threat of redundancy and those who are unemployed through redundancy in the previous 3 months, the service should be responsive and align and complement existing services such as DWP's Rapid Response Service, and those delivered by the National Careers Service.

The service is expected to work in collaboration with key partners and at time as part of a taskforce approach. Services where appropriate should support the retention and retraining of workers, to work within one of the LEPs priority sectors. The retention of workers should be supported through the provision of a skills and vacancy matching facility that matches the transferable skills of at risk workers to vacancies in other companies or industries.

As the programme will cover Stoke-on-Trent and Staffordshire consideration needs to be given to the accessibility to training within rural areas.

The LEP has identified a need for skills training at level 3 and above, Therefore, priority must be given to level 3 units/qualifications or progression to level 3 (within the Loans policy).

Through a package of interventions and innovative approaches, Skills Support for the Workforce Services should provide locally tailored solutions, to meet the skills priorities within Stoke-on-Trent and Staffordshire with consideration being given to the accessibility of training within rural areas.

Services must engage with employers to review their workforce development and growth plans at a strategic level to identify the skills required to help them achieve their business goals and to support the business to grow.



The provision should support the progression of employed individuals with low skills through the delivery of work related skills training. There should be strong evidence that the learning has raised the skills levels of the learner to that previously achieved, and that it has improved the employment status of the Participant or led them to the undertaking of higher levels of training.

Services should also support sustainable employment and promote the in work progression of employed Participants by raising their level of attainment and enabling them to improve their employment status. The services should also support employers to recruit and/or current employees with the opportunities to develop the skills that will enable them to progress to fill intermediate, technical and higher level skills gaps and shortages.

Support should also be provided to assist and mentor employers to identify and understand the importance of customised training that will encourage growth, particularly in practical skills such as strategic and creative thinking, finance, funding and investment, marketing and presentational skills.

Whilst non-regulated training can be provided, emphasis should be given to the provision of accredited training with the expectation that there be a minimum of 30 guided learning hours to ensure a quality and meaningful intervention.

Exit interviews must be conducted with both Participants and employers to assess the impact of the activity and to ensure progression has been achieved.

There is an expectation that delivery of Service should:

- be targeted at employees who have level 1 qualifications or below to accommodate replacement demand.
- be targeted towards employees to achieve level 2 qualifications.
- be targeted towards employees to achieve level 3 and above (within the loans policy).

**Local Authorities:**

The emphasis is on engagement with Participants from all the following districts across the Stoke-on-Trent and Staffordshire LEP area.

The LEP encompasses the ten local authority areas of;

- Staffordshire County and its Districts which are ○ Cannock Chase ○ East Staffordshire ○ Lichfield
  - Newcastle-under-Lyme ○ South Staffordshire ○ Stafford
  - Staffordshire Moorlands
  - Tamworth
- Stoke-on-Trent

The Contractor must ensure delivery across all geographic areas, both urban and rural.

Please note – Cannock, Tamworth, Lichfield and East Staffordshire will also be covered by a separate ITT, led by GBSLEP. We would however be happy to work with the Contractor within these areas to ensure consistency of Services if required.

### **Key Priorities:**

The LEP's priority growth sectors are:

- Advanced manufacturing: applied materials; agri-tech; aero-auto; medical technology and energy generation; □ Business and professional services;
- Tourism and Leisure.

The Service should target local employers with recruitment needs in the following SSLEP occupational areas:

- STEM skills development within Healthcare, Medical Technologies
- IT, Digital and Media
- Utilities and Engineering/Manufacturing sectors
- Logistics and distribution
- Construction and civil engineering
- Creative & Cultural Industries
- Tourism & Leisure
- Hospitality & Catering

Priority be given to qualifications that are linked directly to live vacancy opportunities for jobs and apprenticeships, and in particular where there are identified skills shortages and recruitment difficulties. The Service must deliver meaningful qualifications rather than generic employability training, e.g. certificates and awards in welding, food and drink, lean manufacturing, civil engineering, construction craft skills and adult health care, but **not** customer service and business administration. Where progression is into education, it should be towards full qualifications, ideally at a technical level.

## **PART 5 FUNDING AND OUTCOMES**

114. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

115. The contract will be for the value of £4,500,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £4,500,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	2449	200	£ 489,800.00
RQ01 Regulated Learning			£ 2,888,790.00
NR01 Non Regulated Activity			£ 722,210.00
PG01 Progression Paid Employment (EMP)	122	500	£ 61,000.00
PG03 Progression Education (EDU)	245	500	£ 122,500.00
PG04 Progression Apprenticeship (EDU)	122	600	£ 73,200.00
SD01 Progression WITHIN Work	490	250	£ 122,500.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 4,500,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## PART 4: LOCAL SERVICE REQUIREMENTS

## **SWINDON AND WILTSHIRE – MORE DEVELOPED**

### **GEOGRAPHY / AREA OF DELIVERY**

#### **LEP background**

Swindon and Wiltshire Local Enterprise Partnership (SWLEP) area has a growing population of 706,300 residents with 69% of the population living in Wiltshire and the remaining 217,900 living in Swindon Borough.

It is a diverse area, with remote rural landscapes interspersed by a dozen market towns and four main urban centres; Trowbridge, Salisbury and Chippenham in Wiltshire, and Swindon, which itself has a different socio-economic make-up from most of Wiltshire.

The Swindon and Wiltshire economy is dominated by small and medium-sized enterprises (SME), many of which are micro-businesses, and there is a large public sector presence that includes the Army. Swindon is also home to large businesses with higher volumes of lower skilled jobs.

There is a broad and diverse business base, with some small clusters of key sector

businesses in the three growth zones identified by the SWLEP in its [Strategic Economic Plan](#). Businesses requiring support for workforce skills provision required are located across the whole area.

With a smaller, rapidly ageing workforce than national average, Swindon and Wiltshire businesses rely on in-commuting and attract talented people to the area for work. This skills and jobs mismatch coupled with poor attainment rates, particularly in Swindon, indicates the priority for services; put simply, there are more level-3 jobs than local people to fill them.

The recently published [local economic assessment](#) suggests the area is slipping behind other places in terms of its industrial productivity and competitiveness - and [research](#) suggests SMEs are investing less in new technology and workforce skills than two years ago.

But as firms embrace digitalisation of processes and products, existing workers need to be skilled for new technologies. Digitally capable workforces are required to see through technology introductions, scale-ups and efficiency drives.

The overarching priority is for services that uplift workforce skills – for a skilled workforce capable of utilising enabling technologies that contributes to improved rates of productivity.

In recognition of the need to ‘grow our own talent’ services should work directly with firms to bring about lifelong learning approach to workforce planning, and addressed by carrying out needs analysis and nurturing strong leadership and management of small and medium-sized businesses.

SWLEP are addressing higher skills provision with its emerging [Higher Education](#) strategy, an [Apprenticeship](#) service, as well as their existing [Higher Futures](#) service, and services are expected to be complementary and provide additional value to the existing structures. In brief:

- Provision should focus on increasing the workforce with Level 3 qualifications.
- The task to uplift the skills base in SMEs is more of a priority for the ESF programme than a particular focus on certain sectors or at certain locations.
- Services are required to address intermediate skills gaps, as well as work to ensure future workers are capable, by enabling more apprenticeships.

As a proactive local enterprise partnership, a representative will join the steering group.

**Local Authorities:**

Swindon Borough Council  
Wiltshire Council

**Key Priorities:**

Focus should be on:

1. Support employed and newly-employed people [Strand 1] to undertake lifelong learning for career development - often best achieved through Apprenticeships. Level 1 and Entry level learning is only relevant to individuals where it enables an individual to take up an Apprenticeship. (NOTE: It is only under this first priority that Level 1 and Entry

level learning should be delivered by services.)

2. Support micro, small and medium-sized businesses across all sectors, with activities that increase their workforces' digital skills capability. The priority is for digital learning appropriate to current growth and productivity requirements of local businesses, regardless of their products and services being digital or not.
3. Delivery of leadership and management skills for business leaders in micro, small and medium-sized enterprises.

There are a number of general priorities affecting how Services are delivered in the Lot area:

□ *Priority sectors* - In its Strategic Economic Plan the SWLEP has indicated priority sectors which it regards as key to driving local economic growth. These are not necessarily the largest employers, but have provided much of the local growth in both employment and business base over the past 5 years.

Priority Sectors are:

- Advanced Engineering and High Value Manufacturing
- Health and Life Science
- Financial and Professional Services
- Digital and ICT (including creative industries)
- Land Based Industries (including agri-tech, food and drink)
- Construction
- Visitor economy / tourism
- Low carbon, energy and clean growth [enviro-tech]
- Adult health and social care

Swindon and Wiltshire Growth Hub and Higher Futures are delivered by Swindon and Wiltshire Local Enterprise Partnership:

*Integration* - The [Higher Futures](#) service delivers Level 4+ skills to local workers in firms across all sectors. It carries out needs assessments and brokerage with a range of higher education providers. Provider should demonstrate how it will work alongside and complement the Higher Futures services.

*Integration* - The [Swindon and Wiltshire Growth Hub](#) is integral to delivery of business support and advice programmes, including those related to provision of skills. Provider should demonstrate how it will work alongside the Growth Hub.

## **PART 5 FUNDING AND OUTCOMES**

116. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

117. The contract will be for the value of £2,021,764.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

## TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £2,021,764.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1095	200	£ 219,000.00
RQ01 Regulated Learning			£ 1,290,007.00
NR01 Non Regulated Activity			£ 322,507.00
PG01 Progression Paid Employment (EMP)	55	500	£ 27,500.00
PG03 Progression Education (EDU)	110	500	£ 55,000.00
PG04 Progression Apprenticeship (EDU)	55	600	£ 33,000.00
SD01 Progression WITHIN Work	219	250	£ 54,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 2,021,764.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## PART 4: LOCAL SERVICE REQUIREMENTS

### TEES VALLEY - TRANSITION

### GEOGRAPHY / AREA OF DELIVERY

## **LEP background**

**Tees Valley Strategic Economic Plan - The Industrial Strategy for Tees Valley 2016-2026** <https://teesvalley-ca.gov.uk/wp-content/uploads/2016/12/TVCA207-SEP-Document-Full-WEB.pdf>

**Tees Valley European Structural and Investment Funds Strategy** <https://teesvalley-ca.gov.uk/wp-content/uploads/2016/10/TV-CA-ESIF-Strategy-Doc-Update-DCLGApril-16.pdf>

**Tees Valley Education, Employment and Skills Plan, 'Inspiring Our Future' 2018-2021** <https://teesvalley-ca.gov.uk/wp-content/uploads/2018/04/EES-Strategy-Brochure-LRez.pdf>

Covering over 3,300 square miles and located on the North East coast, the Tees Valley Local Enterprise Partnership (LEP) area comprises five Local Authority Areas - Darlington, Hartlepool, Middlesbrough, Redcar & Cleveland and Stockton-on-Tees.

The Tees Valley has a total population of 672,500 and offers over 303,500 jobs across some 16,500 businesses and through self-employment.

Tees Valley has a world-class reputation across its key sectors - Advanced Manufacturing;

Process, Chemicals and Energy; Logistics; Health and Biologics; Digital and Creative; Culture and Leisure; and Business and Professional Services. It also has an established infrastructure and supply chain in the offshore, advanced manufacturing and engineering, chemicals and process and logistics sectors and key emerging sectors include life sciences, digital, energy and renewable, construction and business services.

All of these sectors are key to the economic development of the area and are all seeing growth and significant investment. With this investment, and that in infrastructure and facilities, we are creating sectors that are full of potential for future investors.

High growth and/or high volume replacement is anticipated in, but not exclusive to: Advanced Manufacturing; Process, chemicals and energy; Logistics; Health and biologics; Digital and creative; Culture and leisure; Business and professional services; Production industries; Public administration, defence and education; IT, media and other service industries.

Over half of the new jobs created will require higher level technical, science and digital skills, with 45% of these considered to be in more senior and managerial roles and 46% of replacement jobs will be across a range of levels, including entry level jobs offered as parttime opportunities and apprenticeships.

However, there are skill shortages across most of our key sectors, and many employers cite a lack of access to skilled workers as their greatest barrier to growth.

The percentage of residents in Tees Valley with NVQ Level 3 (50%) still trails the national average (57%), with a further fall of 2.6 percentage points seen over the last year compared to a rise of 0.3 nationally.

30% of residents are qualified to NVQ level 4 compared to 38.6% nationally  
Low skills rates compared to national average (12% of people have no qualifications, compared to 7.7% nationally).

The Tees Valley ESIF Strategy (April 2016) provides synergy between our European aims, our agreed City Deal, Devolution Deal and Growth Deal – and the funds we have at our disposal through the Tees Valley Investment Fund, Local Growth Fund and local partners' investment.

**Local Authorities:**

Darlington  
Hartlepool  
Middlesbrough  
Redcar & Cleveland  
Stockton-on-Tees

**Key Priorities:**

The Service will be delivered in the entire Transitional LOT Area

The Service must demonstrate complementarity to and not duplicate existing provision in Tees Valley, including but not limited to, Sector Routeways and other business support

services.

The Service must engage and work with local partners and stakeholders, including but not exclusively, the Tees Valley Education, Employment & Skills Partnership Board. The Service must also work in partnership with any relevant task groups should any level of Redundancy be identified that will impact on the Tees Valley economy, residents/learners and providers.

Key sectors in relation to this specification include but are not limited to, life sciences, advanced manufacturing and engineering, digital, energy and renewable, construction, retail, service sector and business services. All of these sectors are key to the economic development of Tees Valley.

The Service is expected to meet the priorities of the Tees Valley Education, Employment & Skills Plan, 'Inspiring Our Future' to support businesses to undertake workforce planning to identify growth and skills needs, resulting in the upskilling of the existing workforce and creating more jobs and apprenticeships that residents can access.

The Service must provide opportunities that enables and ensures Participants can access and/or remain in an ever-changing labour market and facilitates more flexible career paths, whilst at the same time, meets the needs of businesses to have a workforce with multiple skill sets.

The Service would be encouraged, where appropriate, to explore non-accredited learning routes, quality assured using Recognising and Recording Progress and Achievement (RARPA), which would also result in the upskilling of the existing workforce.

## **PART 5 FUNDING AND OUTCOMES**

118. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

119. The contract will be for the value of £6,930,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### **TABLE C**

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £6,930,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	3778	200	£ 755,600.00
RQ01 Regulated Learning			£ 4,454,785.00
NR01 Non Regulated Activity			£ 1,113,715.00
PG01 Progression Paid Employment (EMP)	189	500	£ 94,500.00
PG03 Progression Education (EDU)	378	500	£ 189,000.00
PG04 Progression Apprenticeship (EDU)	189	600	£ 113,400.00
SD01 Progression WITHIN Work	756	250	£ 189,000.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 6,930,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

#### **PART 4: LOCAL SERVICE REQUIREMENTS**

#### **THAMES VALLEY BERKSHIRE – MORE DEVELOPED**

#### **GEOGRAPHY / AREA OF DELIVERY**

## **LEP background**

Berkshire has one of the most successful labour markets in the UK. With a knowledgebased economy, high employment levels, low unemployment, a highly qualified workforce and a wide range of opportunities for new entrants and those looking to move up the career ladder, the area has much to offer employers and individuals alike.

However, skills shortages are more acute in Berkshire than across England as a whole and are a barrier to growth and innovation for many local businesses. Employers in Berkshire attribute a much higher proportion of hard-to-fill vacancies to applicants lacking the required skills (skills shortages) than the national average.

When examining the number of staff in Berkshire receiving training, we see that employers are training fewer staff than the national average (in 2015, 56% of staff received training over the last 12 months, compared to 63% nationally) and for a shorter length of time (5.8 training days per trainee versus 6.8 days nationally). In fact, when calculated as a proportion of all staff, Berkshire employers provide staff with the least amount of time to train than in all other LEP areas.

Berkshire has a large STEAM workforce and acute skills shortages particularly in the fields

of digital tech and engineering. In addition, there is an ongoing skills shortage in 'low profile' sectors, which could be exacerbated by Brexit.

The high street retail sector has been experiencing a period of decline. In January 2005, less than 10% of those claiming JSA worked as sales and retail assistants, by May 2018, this figure is has reached nearly 55%. Most in this group are like to have been employed in the high street retail sector. The proportion of sales occupation jobs in the Thames Valley Berkshire workforce as a whole is projected to decrease from 7.2% in 2006 to 6% in 2026 (TVB) (although the absolute number will stay about the same).

Our [2018 Skills Priority Statement](#) identifies key areas in which we believe investment should be prioritised in order to grow the economy, raise productivity and improve the wellbeing of residents. It draws on a wide range of published and new evidence and is set in the context of a rapidly evolving national skills system.

Additional information on the LEP and its priorities is available in the following documents: [ESIF Strategy](#)

STEAM strategy [Gearing up for STEAM](#)

[2018 Skills Priority Statement](#)

More information on the Skills, Education and Employment priorities for the LEP is available on our website <http://www.thamesvalleyberkshire.co.uk/index>

**Local Authorities:**

West Berkshire  
Reading  
Bracknell  
Wokingham  
Royal Borough of Windsor and Maidenhead Slough

**Key Priorities:**

**Priority Sectors**

Our [2018 Skills Priority Statement](#) identifies key areas in which we believe investment should be prioritised in order to grow the economy, raise productivity and improve the wellbeing of residents. It draws on a wide range of published and new evidence and is set in the context of a rapidly evolving national skills system.

We are particularly keen to support activity which target sectors / job families in which people tend to be low paid / are less likely to progress for example the 'health and social care' job family, the 'hospitality' job family and the 'transport and distribution' job family.

Assist those people who are under threat of redundancy or looking to change careers e.g. from the retail sector to one of our priority sectors such as digital.

Our research has identified 10 priority 'job families' in which we believe efforts should be concentrated locally to ensure a sufficient supply of skills. They have been split into three

tiers in order of priority.

**Tier 1**

Digital Tech  
Engineering and Science

**Tier 2**

Construction  
Health and Social Care  
Education

**Tier 3**

Transport and Distribution  
Hospitality  
Business and Finance  
Sales and customer service  
Creative

**Priority Group**

The aim of the Service is to provide Participants with the opportunity to develop the skills that will enable them to progress in employment. We are particularly keen to support Services that focus on older workers and those Participants wanting to work more hours.

Our data suggests that the group in most need are those who work in retail / previously worked retail but have been made redundant in the last 3 months.

**PART 5 FUNDING AND OUTCOMES**

120. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

121. The contract will be for the value of £530,074.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

**TABLE C**

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £530,074.00

Description	Volumes	Unit Cost	£	
ST01 Learner Assessment and Plan	279	200	£	55,800.00
RQ01 Regulated Learning			£	328,698.00
NR01 Non Regulated Activity			£	82,176.00
PG01 Progression Paid Employment (EMP)	14	500	£	7,000.00
PG03 Progression Education (EDU)	28	500	£	14,000.00
PG04 Progression Apprenticeship (EDU)	14	600	£	8,400.00
SD01 Progression WITHIN Work	56	250	£	14,000.00
SD02 - LEP agreed Development Plan	1	20000	£	20,000.00
<b>Total of ESF Specification</b>			<b>£</b>	<b>530,074.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

#### **PART 4: LOCAL SERVICE REQUIREMENTS**

#### **THE MARCHES – MORE DEVELOPED**

#### **GEOGRAPHY / AREA OF DELIVERY**

**LEP background**

The Marches is one of the largest LEPs in the country covering 2,300 square miles across Herefordshire, Shropshire and Telford and Wrekin. It has a resident population of 684,300 (ONS 2017) with Herefordshire being one of the least densely populated areas of the country.

The Marches is home to more than 29,800 businesses currently contributing £10 billion to the UK economy. The business base is predominantly SMEs (10%) and micro-businesses (89.7%) with relatively few, but significant large employers. Around 17,500 businesses are in rural areas some with significant issues around transport and broadband connectivity. In addition there are 4,109 registered Voluntary Organisations with an estimated 290,737 people formally volunteering.

The business community being characterised by small and micro size businesses brings with it particular issues when addressing skills gaps. Support is needed to enable them to recruit, retain and plan for the future.

The Marches vision is to create 70,000 new homes and almost 40,000 new jobs over the next twenty years accelerating growth and providing opportunities for all who live and work here.

The [Marches ESIF Strategy](#) sets out the employment and skills priorities for the LEP area. The [Marches LEP Skills Plan](#) sets out key challenges around an ageing workforce, lowskilled workforce, skills gaps in emerging sectors, and low aspirations, work readiness and opportunities for young people.

The [Marches LEP Strategic Economic Plan](#) and [Evidence Refresh Report](#) and other supporting documents are available from <http://marcheslep.org.uk/document-library>

The Contractor will work with partners in the area including education and training providers including members of the Marches Skills Provider Network, the Marches Growth Hub, community and voluntary sector organisations including those delivering the Building Better Opportunities programme led by Landau, the Marches LEP, local Chambers of Commerce, the Federation of Small Businesses and other business sector groups.

**Local Authorities:**

Herefordshire

**Key Priorities:**

This project will address priorities in the Marches ESIF Strategy including:

- Addressing skills shortages and gaps such as in new/growth and high employment sectors including:
  - advanced manufacturing and engineering
  - health and social care ○ construction
  - environmental technologies ○ agriculture ○ food and drink ○ visitor economy (leisure and business tourism) ○ defence and security including cyber security ○ digital and creative industries ○ professional services
- Training leading to level 2 and accredited units of level 3 and level 4 (especially for people without current or relevant level 2, level 3 and level 4 qualifications) in sectors particularly where there are skills shortages at that level.

The Contractor will work closely with the Marches LEP's Growth Hub and the employers engaged with the Growth Hub. The Growth Hubs are located in Hereford, Shrewsbury and Telford.

The Contractor will work with the Marches Technical Assistance team to identify where ESF provision can complement the delivery of European Regional Development Fund (ERDF) activities.

The Services must be delivered in conjunction with rural partners to provide innovative ways of overcoming the transport/travel/broadband/outreach issues which face Herefordshire and Shropshire.

## PART 5 FUNDING AND OUTCOMES

122. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

123. The contract will be for the value of £2,903,424.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of ££2,903,424.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1577	200	£ 315,400.00
RQ01 Regulated Learning			£ 1,858,693.00
NR01 Non Regulated Activity			£ 464,681.00
PG01 Progression Paid Employment (EMP)	79	500	£ 39,500.00
PG03 Progression Education (EDU)	158	500	£ 79,000.00
PG04 Progression Apprenticeship (EDU)	79	600	£ 47,400.00
SD01 Progression WITHIN Work	315	250	£ 78,750.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 2,903,424.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
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<b>THE MARCHES - TRANSITION</b>
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<b>GEOGRAPHY / AREA OF DELIVERY</b>
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## **LEP background**

The Marches is one of the largest LEPs in the country covering 2,300 square miles across Herefordshire, Shropshire and Telford and Wrekin. It has a resident population of 684,300 (ONS 2017) with Herefordshire being one of the least densely populated areas of the country.

The Marches is home to more than 29,800 businesses currently contributing £10 billion to the UK economy. The business base is predominantly SMEs (10%) and micro-businesses (89.7%) with relatively few, but significant large employers. Around 17,500 businesses are in rural areas some with significant issues around transport and broadband connectivity. In addition there are 4,109 registered Voluntary Organisations with an estimated 290,737 people formally volunteering.

The business community being characterised by small and micro size businesses brings with it particular issues when addressing skills gaps. Support is needed to enable them to recruit, retain and plan for the future.

The Marches vision is to create 70,000 new homes and almost 40,000 new jobs over the next twenty years accelerating growth and providing opportunities for all who live and work here.

The [Marches ESIF Strategy](#) sets out the employment and skills priorities for the LEP area.

The [Marches LEP Skills Plan](#) sets out key challenges around an ageing workforce, lowskilled workforce, skills gaps in emerging sectors, and low aspirations, work readiness and opportunities for young people.

The [Marches LEP Strategic Economic Plan](#) and [Evidence Refresh Report](#) and other supporting documents are available from <http://marcheslep.org.uk/document-library>

The Contractor will work with partners in the area including education and training providers including members of the Marches Skills Provider Network, community and voluntary sector organisations including those delivering the Building Better Opportunities programme led by Landau, the Marches LEP, local Chambers of Commerce, the Federation of Small Businesses and other business sector groups.

**Local Authorities:**

Shropshire  
Telford  
Wrekin

**Key Priorities:**

This project will address priorities in the Marches ESIF Strategy including:

- Addressing skills shortages and gaps such as in new/growth and high employment sectors including:
  - advanced manufacturing including engineering, agri-food and agri-tech
  - health and social care
  - construction
  - environmental science and technologies
  - agriculture
  - food and drink processing
  - visitor economy (leisure, business tourism and heritage based business)
  - defence and security
  - creative and digital and industries
  - professional services
- Training leading to level 2 and accredited units of level 3 and level 4 (especially for people without current or relevant level 2, level 3 and level 4 qualifications) in sectors particularly where there are skills shortages at that level.

The Contractor will work closely with the Marches LEP's Growth Hub and the employers engaged with the Growth Hub. The Growth Hubs are located in Hereford, Shrewsbury and Telford.

The Contractor will work with the Marches Technical Assistance team to identify where ESF provision can complement the delivery of European Regional Development Fund (ERDF) activities.

The Services must be delivered in conjunction with rural partners to provide innovative ways of overcoming the transport/travel/broadband/outreach issues which face Herefordshire and Shropshire.

## PART 5 FUNDING AND OUTCOMES

124. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

125. The contract will be for the value of £7,271,095.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £7,271,095.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	3964	200	£ 792,800.00
RQ01 Regulated Learning			£ 4,675,380.00
NR01 Non Regulated Activity			£ 1,168,865.00
PG01 Progression Paid Employment (EMP)	198	500	£ 99,000.00
PG03 Progression Education (EDU)	396	500	£ 198,000.00
PG04 Progression Apprenticeship (EDU)	198	600	£ 118,800.00
SD01 Progression WITHIN Work	793	250	£ 198,250.00
SD02 - LEP agreed Delivery Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 7,271,095.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>WEST OF ENGLAND – MORE DEVELOPED</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## **LEP background**

Background information regarding the LEP area can be found in our EU SIF Strategy available here: <http://westofenglandlep.co.uk/funding/eu-sif/>

This document was produced in 2014. The West of England LEP area also published a Strategic Economic Plan available here: <http://westofenglandlep.co.uk/about-us/strategicplan>

Both documents give a good background the economic situation here, as well as on our population. Our latest Operating Framework and Business Plan are available here: <https://www.westofengland-ca.gov.uk/weststrategy/>

### **Local Authorities:**

Bristol City Council  
Bath and North East Somerset Council  
North Somerset Council  
South Gloucestershire Council

### **Key Priorities:**

Our overarching priority is to address low pay for employed and increase the numbers of employed people progressing in their careers to higher skilled work.

Key priorities:

- All Participants should be offered a careers education, information, advice and

guidance session that is tailored. This offer would give Participants support in their decisions on training and retraining based on realistic and well informed knowledge of the local job market, current and future opportunities for employment.

- low paid, low-skilled workers to progress to better paid and more productive work
- Upskilling to provide labour for job opportunities in key business sectors leading to sustained employment in key sectors
- Supporting Participants to retrain in the labour market and delivering retraining opportunities for those with now outdated skills i.e. level 2 gained in 1970s or vocational skills in declining industries by funding provision.
- Supporting Participants onto specific vocational short courses designed to enable progression onto higher level courses or access new, better paid and more productive employment.
- Develop skills to meet future local business needs, and for innovation in companies particularly where aligned to West of England ERDF and SEP activities.

## **PART 5 FUNDING AND OUTCOMES**

126. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

127. The contract will be for the value of £1,530,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,530,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	826	200	£ 165,200.00
RQ01 Regulated Learning			£ 973,557.00
NR01 Non Regulated Activity			£ 243,393.00
PG01 Progression Paid Employment (EMP)	41	500	£ 20,500.00
PG03 Progression Education (EDU)	83	500	£ 41,500.00
PG04 Progression Apprenticeship (EDU)	41	600	£ 24,600.00
SD01 Progression WITHIN Work	165	250	£ 41,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,530,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## **PART 4: LOCAL SERVICE REQUIREMENTS**

### **WORCESTERSHIRE – MORE DEVELOPED**

#### **GEOGRAPHY / AREA OF DELIVERY**

##### **LEP background**

Worcestershire Local Enterprise Partnership's vision is to build a connected, creative and dynamic economy that delivers increased prosperity for all those who choose to live, work and invest in Worcestershire.

Specifically, by 2025, to have added 25,000 jobs and increased Gross Value Added (GVA) by £2.9bn.

Worcestershire LEP is working towards three strategic objectives:

1. Create a World Class business location
2. Promote individuals with World Class skills
3. Develop World Class competitive and innovative businesses

The Service being procured will be aligned with the Worcestershire Strategic Economic Plan, European Structural and Investment Funds Strategy and Worcestershire Employment and Skills Strategy (<http://www.wlep.co.uk>) and will be delivered to fulfil the second Worcestershire LEP Strategic Objective above which aims to realise people's potential and meet the skills needs of local businesses.

Worcestershire LEP, through the Worcestershire Employment & Skills Board, has identified a number of priorities in relation to employment and skills in the county:

- Skills and workforce planning: In particular, increasing the number of Apprenticeships (especially at levels 3 and 4), developing graduate level opportunities and increasing private sector skills investment.
- Strengthening the relationship between education and business: With Worcestershire Employment & Skills Board, we have developed an initiative for Worcestershire's high

schools to work more closely with businesses, particularly in relation to work experience opportunities. See the new web portal for more information.

- Increasing employability: We are committed to improving the employment prospects of young people and a number of initiatives have been identified through the Employment and Skills Board.

Worcestershire LEP will work with partners to help deliver the vision set out in the SEP and ensure co-ordinated delivery of consistent, high quality programmes to all targeted client groups across Worcestershire.

Integral to this vision, is the fundamental requirement that ESF investment delivered via all two Opt Ins (ESFA and BLF) provides a coherent customer-oriented support programme and delivers social and economic inclusion as a whole.

**Local Authorities:**

Worcestershire County Council  
Bromsgrove District Council  
Malvern Hills District Council  
Redditch Borough Council  
Worcester City Council  
Wyre Forest District Council  
Wychavon District Council

**Key Priorities:**

Wraparound support for higher level Apprentices and Graduates that are in a low skilled or low paid jobs, to progress them to the right job or career.

- Leadership and management
- STEM (Science, Technology, Engineering and Maths)
- L3+

Collaborative and joint sector based training for businesses

- Key LEP Sectors – Advanced Manufacturing, Agri tech, Cyber and ICT and Construction
- Particular focus on STEM (Science, Technology, Engineering and Maths)

Work with the ESF SSU Contractor

- to support where appropriate the SSU Participants' who have progressed into a positive outcome via working with employers. Services should provide on-going tailored induction training as required by the employer to the Participants once in employment.

**PART 5 FUNDING AND OUTCOMES**

128. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

129. The contract will be for the value of £2,000,000.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £2,000,000.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1083	200	£ 216,600.00
RQ01 Regulated Learning			£ 1,276,596.00
NR01 Non Regulated Activity			£ 319,154.00
PG01 Progression Paid Employment (EMP)	54	500	£ 27,000.00
PG03 Progression Education (EDU)	108	500	£ 54,000.00
PG04 Progression Apprenticeship (EDU)	54	600	£ 32,400.00
SD01 Progression WITHIN Work	217	250	£ 54,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 2,000,000.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

<b>PART 4: LOCAL SERVICE REQUIREMENTS</b>
<b>YORK, NORTH YORKSHIRE AND EAST RIDING MORE DEVELOPED AND TRANSITION</b>
<b>GEOGRAPHY / AREA OF DELIVERY</b>

## **LEP background**

The York, North Yorkshire and East Riding LEP's [ESIF Strategy and Strategic Economic Plan](#) and [Strategic Economic Plan Update](#) set out the priorities for economic growth in the area. Its skills priority 'Inspired People' sets out a range of objectives and activities to ensure that growing businesses have a productive workforce, young people make the right education and job choices and unemployed people get the best chances to connect to sustainable jobs. The ESIF strategy also seeks to address barriers relating to rural isolation which prevents access to initiatives and opportunities that are available in urban environments.

In general, the York, North Yorkshire and East Riding area has a vibrant socio-economic profile benefiting from low unemployment and a higher than national average figure for skills attainment. However, there are pockets of deprivation in some urban areas such as York, Harrogate and parts of Scarborough and Whitby. These pockets score badly on indices of deprivation and suffer from lower levels of skills attainment and rates of employment. There is also 'hidden' disadvantage in small rural communities where there may only be small numbers of people experiencing poverty per place but added together across the whole area the issue is a significant one. People living in small rural communities can be isolated, lack access to services, have limited transport options, poor ICT connectivity and poor access to education and jobs.

The York, North Yorkshire and East Riding LEP wish to address workforce skills shortages particularly in the following priority sectors.

1. Bioeconomy
2. Food manufacture
3. Construction
4. Engineering
5. Voluntary, Community and Social Enterprise
6. Visitor Economy
7. Health and Social Care

The priority sectors remain a focus for skills investment as they are the prime drivers for the LEP areas growth and prosperity. Businesses in these sectors are mainly small and micro in size and providing skills opportunities for this workforce will have a substantial economic impact.

Tackling other factors of the area's workforce is of paramount importance too, including: the ageing workforce (particularly in engineering and construction industries); demand for technical and specialist skills in STEM industries (such as wind power generation, potash mining expertise, complex construction ventures); resolving issues with the rurality of the LEP area that are known to cause skills development isolation; filling skill gaps and better preparing businesses in emerging sectors such as agritech.

Agri-tech, bio renewables and food manufacture drive growth, however, there are substantial shortfalls in worker numbers in sectors which account for a large proportion of total businesses in the LEP area. These include health and social care, the visitor economy and construction. This shortfall necessitates action to ensure all our businesses can recruit and retain an optimum workforce and ensure our economy continues to grow. There is also a need to address the gender imbalance of too few women in STEM related careers and there is an under representation of men in the care sector.

### **LOT 1 – More Developed Local**

#### **Authorities:**

- North Yorkshire County Council
  - Craven District Council
  - Hambleton District Council
  - Harrogate Borough Council
  - Richmondshire District Council
  - Ryedale District Council
  - Scarborough Borough Council
  - Selby District Council
- City of York Council

#### **Key Priorities:**

Delivery must be accessible across York and North Yorkshire in particular where rural isolation presents an additional barrier to learning and where pockets of deprivation are evident in urban areas such as York, Harrogate and the coastal strip including Scarborough and Whitby

## **LOT 2 - Transition Local**

### **Authorities:**

East Riding of Yorkshire Council

### **Key Priorities:**

The Service must be accessible across East Riding, in particular where rural isolation presents an additional barrier to learning and where pockets of deprivation are evident in urban areas such Withernsea and Bridlington.

The Service must include provision which addresses skills needs in the following priority areas:

1. Bioeconomy
2. Food manufacture
3. Construction
4. Engineering
5. Voluntary, Community and Social Enterprise
6. Visitor Economy
7. Health and Social Care

The Services must take into account the local labour market and deliver skills that directly relate to priority sectors.

The Contractor must commit to attend and provide relevant management information for a local steering group. The Contractor must ensure that a representative from the York, North Yorkshire and East Riding LEP is invited.

The Contractor must include and incorporate findings and LMI gained from previous research and use this intelligence to help tackle LEP area workforce issues.

## **PART 5 FUNDING AND OUTCOMES**

### **LOT 1 – More Developed**

130. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

131. The contract will be for the value of £1,856,250.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be completed by 31 July 2021.

### **TABLE C**

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £1,856,250.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	1004	200	£ 200,800.00
RQ01 Regulated Learning			£ 1,184,156.00
NR01 Non Regulated Activity			£ 296,044.00
PG01 Progression Paid Employment (EMP)	50	500	£ 25,000.00
PG03 Progression Education (EDU)	100	500	£ 50,000.00
PG04 Progression Apprenticeship (EDU)	50	600	£ 30,000.00
SD01 Progression WITHIN Work	201	250	£ 50,250.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 1,856,250.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.

## LOT 2 – Transition

132. The Contractor will be paid based on the achievement of Outcomes in accordance with Part 3 provided that total payments made to the Contractor under this Contract shall not exceed the Maximum Contract Value.

133. The contract will be for the value of £618,750.00 based on delivery of outcomes. The contract start date is 1 April 2019 and delivery will commence immediately. The final date for participant starts is 31 December 2020 and all activity must be complete by 31 July 2021.

## TABLE C

This table provides an indication of the Estimated Number of Participant Outcomes to be achieved by the Contractor in return for funding of £618,750.00

Description	Volumes	Unit Cost	£
ST01 Learner Assessment and Plan	328	200	£ 65,600.00
RQ01 Regulated Learning			£ 386,039.00
NR01 Non Regulated Activity			£ 96,511.00
PG01 Progression Paid Employment (EMP)	16	500	£ 8,000.00
PG03 Progression Education (EDU)	33	500	£ 16,500.00
PG04 Progression Apprenticeship (EDU)	16	600	£ 9,600.00
SD01 Progression WITHIN Work	66	250	£ 16,500.00
SD02 - LEP agreed Development Plan	1	20000	£ 20,000.00
<b>Total of ESF Specification</b>			<b>£ 618,750.00</b>

\*ST01 require start on learning (RQ or NRQ) to be eligible for claiming.



# European Union

European  
Social Fund

## QUESTIONS FOR SPECIFICATIONS FOR IPs 1.1, 1.2 and 2.1

### Questions

Please ensure you complete all of the following questions and then upload your response to the appropriate space in the Invitation to Tender Technical Envelope before the deadline

Please note all questions have a set amount of characters locked into each answer space which you will not be able to exceed Please note that in this instance a character is a :

letter;

number;

punctuation

mark; space or a

return.

Please also note that the maximum score and weighting allowed for each question is clearly marked

Organisation name submitting this response	New College Durham
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#### 1. Readiness to Deliver

How will you ensure you have the necessary resources, expertise and staffing to deliver the Services as set out within the specification from 1 April 2019?

As a minimum, your response must include the following as outlined in the Specification Part 1:

- Detail the steps you will take to ensure delivery can commence on 1 April 2019 without impinging on any other service delivery you may be committed to or commit to in future whether in connection with the ESF Transition Programme or otherwise.
- Describe the resources, expertise, and staffing infrastructure you will put in place to offer local and flexible access, provision and support to Participants and/or employers across the whole of the LOT Area including:

- o a physical operational base within the Lot Area as outlined in the Specification Part 4.
  - o How you will overcome barriers to engagement for Participants in parts of the Lot Area which are remote or difficult to access from the physical operational base.
- If you use subcontractors, describe the elements of the Services they will provide. Describe how you will ensure that sub-contractors maintain sufficient, resource expertise, staffing and capacity taking into account existing commitments and pipeline business.

You should attach a one page organisational structure relevant to this Specification.

**WEIGHTING FOR QUESTION 1: x1 Maximum 4000 characters**

- New College Durham has undertaken planning to ensure readiness to deliver all contract requirements from 1/4/19. We have 2 operational offices in central Newcastle & Sunderland for project management & have all resources, expertise & staffing required for delivery. As a Prime our existing cofinanced activity completes by 3/19, releasing capacity to deliver this contract. All subcontractors guarantee through contract to maintain sufficient staffing complement to deliver to quality, compliance & performance targets
- We have existing infrastructure of experienced ESF project managers & compliance teams in place to ensure high quality provision, ensuring best value & impact on skills aligned to Contract output volumes. It includes; Project Director & Manager, quality, compliance, finance, admin & Data staff, Marketing/employer engagement officers & all delivery staff. We will work with partners in advance agreeing contracts, compliance, management & meeting arrangements, data sharing, processes, project marketing/engagement activities, recruitment & delivery profiles. We have in place effective project controls & template subcontractor agreements (reflecting ESFA contract), a strong marketing plan & referral network & are able to self-generate referrals (inc employers, JCP & NCS) to ensure a prompt start. Partners have already evidenced resources & capacity confirming operational readiness from the start
- We have a network of 14 delivery subcontractors across the Lot area (with sector specialists for all sector/priority areas) inc an existing employer base for training opportunities; 80% of employers are in priority sectors. At post contract agreement all partners will implement marketing activity engaging employers/learners from the outset. We have strong links with SME Centre of Excellence, NOF, EEF, ECITB, CITB, NE Chamber of Commerce etc, to support early employer engagement in provision, contribute vacancy information & to training development &

progression

- Subcontractors have recruitment experience to attract Employed people & have evidenced capability of success in prior delivery including SSW. All are Matrix Accredited & have experience in providing independent CEIAG; they have sufficient skilled/qualified vocational & functional skills trainers providing initial assessment, delivery in communities & mentorship to support employment progression. We have specialist facilities including engineering, science & IT workshops. All subcontractors have existing qualified assessors & verifiers to quality assure provision & all have curriculum managers to support the design & assessment of bespoke provision. All have Awarding Body accreditation for provision that aligns to priority sector skills needs & have confirmed they will gain further accreditation as needs emerge
- To remove barriers to participation in remote/difficult locations, training will be delivered in Employer premises or in one of our 28 local based training facilities, or other accessible locations eg community training venue. We will use technology, video calls & conferencing, email & our VLEs to give flexibility & increased immediacy to the learning experience.
- Subcontractors will be responsible for engaging referral agencies, learners & employers, delivering Employer Assessments, TNAs, IAG, initial assessment, learning & progression to work. For SSR, they'll work with stakeholders to lever additional support to learners. They will record, verify, process data, contribute to review/improvement activity & share best practice. Subcontractors will join monthly performance/compliance reviews, inc reviewing continued capacity to deliver high quality provision of sufficient volume, in scope of local need/priority; it will include a review of pipeline activity & staffing/resource changes required. It will explore subcontractor potential for supporting new skills needs. Collated outcomes will inform the monthly report to ESFA steering groups

## 2. Management and Reporting

How will your organisation ensure it manages and reports effectively to meet contractual requirements?

Your response to the above question will need to address/include the points below as a minimum:

- Describe the management information systems you will put in place to submit timely performance management data to the ESFA using the Individualised Learner Record (ILR) and Supplementary Data Return process required to generate payments from the ESFA.
- Describe the arrangements you will put in place to comply with the reporting and Evidence Requirements set out in the Specification.

Describe how you will collect and retain evidence prior to submitting a claim to ESFA for payment.

- Describe how you will manage and monitor your subcontractor(s) to ensure high quality delivery is taking place that complies with the Funding Rules and the Evidence Requirements. Your response should describe how you will manage the performance of your subcontracts to ensure the funds are fully and properly utilised. If you do not use subcontractors, you must indicate this in your response.
- Describe how you will monitor progress against your profile and what actions you would take to mitigate against underperformance.
- Describe how you will work with the LEP, including reporting relevant and timely management information and involvement in local steering groups, as detailed in Part 1 of the Specification.

WEIGHTING FOR QUESTION 2: x1 Maximum 3000 characters

- NCD has the skills & track record to manage & report effectively to meet contractual requirements. We have effective MI systems (UNIT-E) & procedures for collecting, processing, sharing, storage & disposal of data ensures timely & accurate monthly data submissions to the ESFA using ILRs & Supplementary Data Returns. Data received from partners is collated, checked & verified for accuracy/eligibility/authenticity before entry. The ILR is tested before submission. Processes have been tested by ESFA/PFA & Article 13/16/125 audits, demonstrating 100% compliance
- Controlled documentation complies with reporting & Evidence Requirements specified. We have documentation to: record outcomes of IAG; assess learner eligibility; undertake initial assessment & record outcomes including prior experience, basic/voc/English language skills/qualifications, work goal & identified gaps, barriers & support needs; discuss & agree ILPs to establish individual support packages, with Learning Agreements, completed by all learners. Contact logs record attendance
- All documents are checked for completeness, data is input to MI systems; are filed & retained for audit, compliant with ESFA/ESF rules. We audit evidence to prevent financial error, improve quality & drive good practice
- We produce MI/financial data by the 4th day of the month with analysis of performance (volumes for engagement/retention/achievement/progression), & analysis of performance by sector & person characteristics & including data specified in Part 1, para 16 of the spec, points a-f. Data informs effectiveness/impact of delivery across sector, gender, geography, age, ability, disadvantage, retention & progression & informs improvement plans, which will be devised by the PD & agreed by Steering Group. Actions may include changes to eg recruitment activities, employer engagement, timing/locations/delivery approach of provision/additional

support

- Monthly partner meetings focus on performance & compliance & will discuss, & agree implementation of plans relating to the above, address any underperformance, identify best practice for sharing or consider any increase in volumes to counter underperformance elsewhere. Likewise, reducing or removing volumes where underperformance persists despite corrective action. Meetings focus on compliance & scrutinise quality & alignment with the contract deliverables. All subcontractors are required to undertake self-assessment for project provision & create a responsive improvement plan which will be a live document, with progress & outcomes of actions reviewed at monthly meetings
- We will establish a local Steering Group and provide monthly reports to the NELEP, working to ensure effective partnership through data/information sharing, developing creative responses to NELEP priority sector skills needs & to build capacity & responsiveness of service, including through creating new provision & approaches to employer engagement & progression inc to apprenticeships

### 3. Engaging with and meeting the needs of Participants within the whole LOT Area.

How will your organisation utilise market intelligence and local knowledge and partnership working to engage with and meet the needs of Participants within the whole LOT area in which you wish to deliver?

As a minimum, your response must include the following:

- Describe how you will utilise partnership working to ensure that the Services will complement and avoid duplication with similar existing delivery in the Lot Area?
- Describe how you will assess the skills, needs and barriers to engagement of Participants and employers in the whole LOT Area. Describe how:
  - you will identify Participants' skills needs and barriers to learning and progression (for example for those Participants with additional learning needs); and
  - you will design the Services to meet and overcome these barriers to learning for Participants within the whole LOT area as set out in Part 4 of the Specification.
- Tell us how you will provide Services that take into account conditions prevailing in the Lot Area with respect to the current employment market, social and economic conditions and market intelligence.
- Tell us how you will provide Services that are flexible and are capable of responding to reflect any changes to local conditions, new priorities or opportunities and changes to economic and political landscape.

- List your proposed partners and stakeholders (not subcontractors) on the Partners Tab in the workbook (this information may be verified prior to award of contract). Tell us how you will engage with them. Describe your engagement with proposed partners and stakeholders in connection with the Services that will be provided under the new Contract and how will they add value to your delivery model

WEIGHTING FOR QUESTION 3: x4 Maximum 4000 characters

- We have a proven track record in engaging with & meeting target employer/participant need across the NELEP Lot area; employer/learner surveys evidence this - over 97% & 99% respectively are very happy with services. Our approach, developed over 10 years, is continually reviewed, aligned & improved
- Partnership working will ensure that services complement & avoid duplication with similar delivery through ongoing engagement with Primes & funders to agree complementary activities, provision & target groups; eg DWP initiatives, ESF Digital Skills NE etc. The PD will undertake ongoing analysis of emerging services/organisations to ensure that the project works effectively within NELEP, avoids duplication, provides added value wherever possible & complements/makes good use of other services
- We will utilise & extend our partners & stakeholders; they will support & inform on multiple levels, from: enabling sector employer consultations; referring individuals; showcasing and promoting the impact of the service; sharing information to inform provision; sharing information on our provision with their employer/other relevant networks; providing complementary services to add value to employer/participant experience. NELEP will be a vital partner to inform sector and skills direction. We will establish a Project Steering Group & key stakeholders will be invited to join, incl; Employer forum reps, Nat Careers, JCP, NELEP & LA's
- We are effective in assessing skills, needs & barriers to participant (& employer) engagement, learning & progression, & have designed services to overcome them. Further, our services will take account of & respond to prevailing conditions in the Lot area (inc but not limited to current employment market, social/economic conditions & LMI) & will be flexible & responsive to changes in local conditions, new priorities/opportunities, economic/political landscape
- We understand & utilise local demographic & LMI analysis to inform & refresh provision. Eg we know >20% female lone parents work part, not full time; employer competitiveness relies on productivity & so learning needs to be flexible for employers, eg shift working etc. We know employers focus on 'here & now' too often – so we challenge employers to consider future needs in Employer Assessments. We have a high skills deficit; only 52.2% of people have a L3+ (vs 56.9% GB); just 29% of residents have a L4, (GB=36%). 15% of people have no quals; we will ensure pathways through our provision, with progression to full L3/4+ inc

apprenticeships

- UKCES Business Survey 2015 shows skills needs are our key growth barrier; technical skills account for approx 50% of skill shortage vacancies (& management skills 33%) in manufacturing & business services. As sectors critical to growth we must improve higher skills & ensure L2+ skills for jobs vacated by progression. Key sectors eg engineering have aging workforce issues, increasing skills demand, which must be addressed. SEMTA also report that only 6% of staff are aged 16-24 (vs 10% full economy); we will work with relevant regional services to support employers to employ young people, inc apprentices, to solve replacement needs. Services will address re-skilling required by emerging sectors (eg pharma, adv manufacturing & digital) & be designed in response to NELEPs ambitions for meeting 120k additional L4 skilled workers by 2020 & improving productivity
- Provision for both SSW/R will develop in line with LMI & changing demand will be refreshed for both strands responding to the factors above including development of provision through non-regulated learning. The Project Director will be responsible for horizon scanning, analysis of identified employer need, ongoing liaison with employer organisations & JCP & sharing intelligence with/from NELEP to inform project direction. Steering Group will agree changes due to LMI/policy changes, to ensure the project maximises impact & fits well with other initiatives

#### 4. Meeting the needs of Participants and employers

How will your organisation engage with Participants and support them through their journey to achieving a Progression Outcome?

As a minimum, your answer must include the following:

- Describe how you will, promote, raise awareness, engage and recruit Participants [and employers] to the programme.
- Describe the mechanisms you will use to identify the skills needs of Participants and ensure your delivery programmes support positive outcomes for your Participants.
- Describe the processes you will use to carry out initial assessment and needs analysis for new Participants and the approach for developing individual learning plans.
- Tell us how you will ensure the activity delivered is appropriate, effective and tailored to the specific needs of the individual.
- Detail how you will engage employers in the designing skills provision to ensure Participants gain the skills that employers need in the Lot Area.

- Describe how you will engage employers within the Lot Area to provide job progression and/or apprenticeship opportunities for Participants.

WEIGHTING FOR QUESTION 4: x2 Maximum 4000 characters

- We are effective in engaging/supporting participants in learning to a positive progression. We are an existing SSW prime in NELEP (Transition & MDA) achieving our contracted starts of 5974 & have exceeded our targets for progression. In addition, we are an experienced SSR prime in the Tees Valley and met the contracted targets of 387 starts and exceeded our Into Work and apprenticeship targets.
- We have proven engagement & marketing strategies to promote, raise awareness, engage & recruit individuals/employers. We'll engage our existing employers to promote provision & extend reach via web/social media, direct sales & promotion via networks/stakeholders. For redundancy, we work with JCP/NCS to raise awareness of provision, & advertise via local community partners. Our Bus Dev/IAG Teams meet with employers/individuals within 5 days of contact to ensure early engagement & eligibility assessment
- We have mechanisms to identify participant skills needs, undertaking Employer Assessments to establish ambitions, barriers, issues, new skills needs & sector/economic issues (eg future skills), challenging employers to address key skills need. We'll jointly create a Training Plan, inc impact measures. For redundancy, IAG focuses on pathways to secure employment & skills needed to support the journey
- To ensure delivery approaches drive positive outcomes for all we design flexible, local training to meet needs, inc learners on shifts/parttime/offshore, using roll on/off, block training, virtual classroom etc. We have effective support for those with low prior attainment or basic skills/ESOL need/learning difficulties/disabilities inc specialist tutors, learning support, extra tuition, assistive tech. Positive outcomes are delivered for employers by training designed to address current/future need, inbuilt impact measures & contextualised learning/workbased projects. Travel/childcare funds will support access for redundant learners
- Sound processes for initial assessment, needs analysis, & developing individual learning plans, mean we assess/address need well. Matrix accredited IAG supports decision-making & addresses concerns etc. Initial assessment undertaken for each learner is thorough, includes basic skills assessment & ensures understanding of current skills, qualifications, aspirations & barriers to inform learning need; training is devised to satisfy this & employer need. We address barriers to ensure access eg by supporting travel & additional support as described above. Learning facilities will be accessible. Support teams are adept in devising/delivering support plans. Skills training & support plans are developed & recorded in an ILP (agreed with learner/employer); it schedules learning, 121 reviews/support & planned assessments, & is

designed to deliver max impact for employer & individual

- ILPs are live docs, updated/amended at each 121 review, which consider learning & progress made, to ensure it is appropriate, effective & tailored to the needs of each learner; if change is required, it's agreed, recorded on ILP, actioned & continually reviewed. Exit reviews/surveys capture satisfaction/impact. We ensure employers are fully engaged in designing skills provision by jointly creating/agreeing training plans to respond to Employer Assessment outcomes; tutors develop provision to respond to employer/learner assessed need, in the context of work duties to ensure skills practice. We challenge/support employers/individuals to sustain learning via: learning that has pace, 121 reviews described above; regular employer meetings to review progress/impacts. Training plans inc agreed outline job/learning/apprenticeship progression plans. We'll provide info on learning pathways to participants/employers, mapped to industry roles, to inform decisions & support referral to other opportunities. Progression intent is confirmed at exit interview

ORGANISATION STRUCTURE

REDACTED UNDER THE FOIA SECTION 40