



APPRENTICESHIPS

AT SALFORD CITY COLLEGE

Employer Agreement

Commitment Print ID:	569	Commitment ID:	234
Apprentice Ref No	13060702		
Apprentice Name:	Robert Stanger		
Employer:	Department for Environment, Food and Rural Affairs (Defra)		

Employer Details	
Employer agreement commencement date:	14/09/2023
Employer name (legal business trading name):	Department for Environment, Food and Rural Affairs (Defra)
Employer address:	Environment Agency
District:	Lutra House
City:	Walton Summit
County:	Bamber Bridge, Preston, Lancashire
Postcode:	PR5 8BX
Employer type as at start date:	Levy Payer

Employer Finance Contact	
Name:	Kate Greenway
Email:	kate.greenway@environment-agency.gov.uk
Role:	Asset Performance Team Leader

Apprenticeship Info/Cost	
Apprentice Ref No	13060702
Apprentice full name	Robert Stanger
Date of Birth	16/11/2003
Apprenticeship title	Civil Engineering Technician (23/24)
Apprenticeship planned start date (practical period)	14/09/2023
Apprenticeship planned end date (including EPA period)	31/01/2026
Total price for apprenticeship	£14000
Total price to be paid by employer	£14000
Payment schedule for co-investor employer	Not Applicable
Incentive payment	16-18

Description of Apprenticeship Services to be provided (Including financial breakdown)	
Initial assessment	£4737.6
Training	£4737.6
Consumables	£2030.4
Assessment	£4737.6
Govt, Mngt, Admin	£1353.6

EPA	
End Point Assessment organisation	Institution of Civil Engineers
End Point Assessment cost	£464
Amount of cost to be retained by the college (For direct delivery, and management and monitoring of subcontractors)	

Small Employer Declaration (Small Employers Only)

I/We confirm that I/We, the Employer, employed less than 50 employees on average in the 365 days prior to the above apprentice's start date. I/We also confirm that I/We have not exceeded the £315,000 Minimal Financial Assistance over the last 3 fiscal year period.

SIGNED on behalf of the EMPLOYER by its authorised signatory	
Signature:	
Date of Signature:	07 Sep 2023

Marketing Information

We would like to send marketing updates to you from time to time via SMS, email and/or telephone to provide you with information relating to our apprenticeship programmes, work experience opportunities and updates about the work that we have been undertaking with our industry partners. If you would prefer not to receive such information from us, please tick the 'opt out' box shown below.

I would like to opt out of receiving such marketing information:

Unless you have ticked the above 'opt out' box, any such marketing information will be sent to you on the basis that it is in our legitimate interests in connection with our business development activities. You can ask that such information is no longer sent to you by

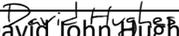
- (i) emailing us at Apprenticeships@salfordcc.ac.uk.
- (ii) updating your preferences online at <https://www.salfordcc.ac.uk/marketing-contact-preferences/>

Please note that even if you opt out of receiving such information or subsequently ask for it to no longer be sent to you, we will still use your relevant contact details as reasonably necessary in connection with the Agreement, the Learner and the Apprenticeship.

Further details of how we process personal information (and your related rights) can be found at <https://www.salfordcc.ac.uk/privacy-policy-2/>.

Agreement Signatures

The agreement has been entered into on the date that it has been signed and dated by both parties.

SIGNED on behalf of the EMPLOYER by its authorised signatory	
Signature:	
Print Name:	Kate Greenway
Date of Signature:	07 Sep 2023
Position:	Line Manager
SIGNED on behalf of the COLLEGE (AS TRAINING PROVIDER) by its authorised signatory	
Signature:	
Print Name:	David John Hughes
Date of Signature:	12 Sep 2023
Position:	Assessor

Salford City College - Terms and Conditions for Employers delivering Apprenticeships

The defined terms and rules of interpretation set out in clause 16 below apply to the Agreement.

1. Commencement and Duration

The Agreement shall commence on the Start Date and continue until the End Date unless terminated earlier in accordance with its terms.

2. College's Obligations

2.1 College shall provide the Services using reasonable care and skill and in accordance with the Learner's needs.

2.2 College shall use reasonable endeavours to meet any performance dates specified in the Agreement or otherwise agreed between the parties, but any such dates shall be estimates only and will be subject to the Learner's own commitment and progress. Time shall not be of the essence for College's performance of the Services.

2.3 College shall provide any additional learning support which is identified in the Training Plan or is otherwise agreed between the parties in writing.

2.4 College shall have the right to make any changes to the Services which are necessary to comply with the Rules or any applicable law or safety requirement, or which do not have a material adverse effect on the nature or quality of the Services, and College shall notify Employer in any such event.

3. Employer's Obligations

3.1 Employer shall:

3.1.1 co-operate with College, each Sub-Contractor and any other relevant third party (including but not limited to any Assessor) in all matters relating to the Services and the Apprenticeship (including but not limited to by (i) attending and contributing to periodic progress reviews with College and the Learner as per the Rules, (ii) agreeing the content of, and signing, the Training Plan and any other documents required to be signed by Employer (in each case within the corresponding deadline(s) provided for by the Rules), and (iii) where required by the Rules, agreeing any necessary updates to the Training Plan and completing any relevant summary statement at the end of the Apprenticeship within any corresponding deadline set out in the Rules);

3.1.2 make appropriate arrangements to support and supervise the Learner during the Apprenticeship to carry out both their job role and the Apprenticeship (including the end-point assessment and including for the avoidance of doubt where the Learner is working flexibly and/or at home, and including but not limited to by releasing the Learner for off-the-job training and any English and maths training as required by the Training Plan and/or the Rules, and by giving the Learner the opportunity and support to

embed and consolidate the knowledge, skills and behaviours gained through off-the-job training into the workplace);

3.1.3 procure that the Learner:

- (a) is given an appropriate amount of normal working hours (i.e. paid hours (at a lawful wage) excluding overtime) each week so that they can undertake sufficient, regular training and on-the-job activity for and throughout the Apprenticeship (at least 6 hours per calendar week on average (excluding statutory leave entitlement and reduced pro rata as per the Rules where the Learner has been engaged by Employer on a part-time basis) of such time to be spent in 'off-the-job training' related to the Apprenticeship which satisfies the corresponding definition provided for in the Rules). Such normal working hours shall also include time for receiving any additional support required for (i) English and mathematics (neither of which qualify as off-the-job training), and (ii) learning disabilities and/or difficulties;
- (b) is employed by Employer for a minimum of 30 hours per week (or such other number of hours as may be agreed by College in writing). Without prejudice to any other right or remedy, College reserves the right to vary the End Date if the Learner's working hours fall below 30 hours per week (or any alternative agreed number of hours previously agreed by College in writing), provided that any such variation shall be in accordance with any prescribed method of calculation set out in the Rules; and
- (c) completes the Apprenticeship within their normal working hours;

3.1.4 provide College, College's employees, agents, consultants and subcontractors (including for the avoidance of doubt each Sub-Contractor), and the Funder, with access to Employer's premises, office accommodation and other facilities as reasonably required by College, the Sub-Contractor or the Funder for the purposes of verifying Employer's delivery of the Apprenticeship or any other reasonable purpose determined by College;

3.1.5 provide College, each Sub-Contractor and the Funder with such information, materials, evidence and signed documents as College, that Sub-Contractor or the Funder may reasonably require in relation to the Apprenticeship including, but without limitation, (i) to confirm that the Learner has completed and achieved the relevant apprenticeship standard, (ii) to confirm that Employer has entered into a related apprenticeship agreement with the Learner which is complete and complies with any related requirements of the Rules, (iii) a signed summary of each progress review for the Learner's Apprenticeship, (iv) any information required in relation to any claim by Employer for any Incentive Payment, (v) any information relevant to the end-point assessment and certification process (including regarding retakes, payments, delays and cancellations), and (vi) any other evidence required by the Rules;

3.1.6 where any of the Services are to be delivered at Employer's premises, prepare and maintain Employer's premises to a standard appropriate to the supply of the Services;

- 3.1.7 keep and maintain all materials, equipment, documents and other property of College at Employer's premises ("College Materials") (if any) in safe custody at Employer's own risk, maintain the College Materials in good condition until returned to College, and not dispose of or use the College Materials other than in accordance with College's written instructions or authorisation;
 - 3.1.8 comply with the Rules, the Training Plan and the Employer Funding Agreement in respect of all matters relating to the Apprenticeship (including for the avoidance of doubt in respect of any Assessor(s) and the Learner's eligibility for the Funding);
 - 3.1.9 not do or fail to do anything which causes or is likely to cause College to be in breach of the Rules;
 - 3.1.10 comply, in respect of all matters associated with the Apprenticeship, with all applicable laws, statutes, regulations and codes from time to time in force, including but not limited to all laws relating to (a) health and safety, (b) the processing of personal information, (c) equality and diversity, (d) human rights, (e) safeguarding, (f) the employment of any person, and (g) state aid and subsidy control;
 - 3.1.11 where any document or policy previously provided (whether before, on or after the Start Date) by Employer to College in connection with the Agreement changes during the term of the Agreement, Employer will provide College with an updated version of the relevant document or policy within 7 days of the relevant update becoming effective; and
 - 3.1.12 promptly and acting in good faith:
 - (a) record and keep up-to-date all required details of the Apprenticeship on its AS Account; and
 - (b) authorise any and all payments which are due to be paid under the Agreement to College via its AS Account; and
 - 3.1.13 without prejudice to clause 4.5, Employer shall indemnify College against any and all costs, claims, threatened claims, demands, charges, liabilities, expenses, losses and fees (including without limitation reasonable legal and other professional fees), actions, proceedings, judgements awarded and damages suffered or incurred by College arising, directly or indirectly, out of or in connection with any use by Employer of its AS Account to unreasonably withhold any payment due to College under the Agreement.
- 3.2 Employer warrants that:
- 3.2.1 where the Request for Services was submitted to College via Employer's AS Account, the individual that submitted the Request for Services to College on behalf of Employer had Employer's full authority to do the same;
 - 3.2.2 where required by the Funder, Employer has prior to the Start Date entered into a related 'Apprenticeships - Employer Agreement' with the Funder ("the Employer

Funding Agreement”), and that such agreement shall remain in place for the duration of the Agreement;

- 3.2.3 the Learner’s eligibility is such that the Apprenticeship is eligible for apprenticeship funding and (where any incentive payment benefitting Employer is selected in the Request for Services) Employer is eligible to receive such incentive payment;
- 3.2.4 all relevant prior learning and experience of the Learner has been identified and properly accounted for in the design of the Training Plan (which Employer acknowledges and agrees has been adjusted for the same accordingly);
- 3.2.5 the Learner’s job role with Employer has a productive purpose and that there is a direct link between the Apprenticeship and the Learner’s job role with Employer;
- 3.2.6 (where Employer is identified as a ‘small employer’ in the Request for Services) Employer is eligible for small employer additional support; and
- 3.2.7 all declarations, information and evidence provided or made available by Employer to College and/or the Funder, including but not limited to information and evidence provided by Employer pursuant to clause 3.1.5 and any information provided by Employer in response to College’s related ‘Skill Scan’ questionnaire, is complete, true, accurate and up to date in all respects,

and Employer undertakes to notify College immediately if any such declaration, information or evidence previously provided by Employer ceases to be accurate or if there is any change in the Learner’s or Employer’s circumstances which is relevant to the Apprenticeship or the Agreement (including but not limited to any changes to the Learner’s employment status and any breaks in the Learner’s learning, and any changes affecting any state aid/subsidy control certificate previously provided by Employer), any unauthorised absence of the Learner in excess of 10 consecutive Business Days and any unauthorised absence of the Learner in excess of 21 consecutive Business Days).

3.3 Employer further acknowledges and agrees that:

- 3.3.1 the Apprenticeship is the most appropriate training programme for the Learner; and
- 3.3.2 the Training Plan aligns with an approved apprenticeship standard, at the most appropriate level for the Learner.

3.4 If College’s performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by Employer or failure by Employer to perform any relevant obligation (“Employer Default”):

- 3.4.1 College may, without limiting its other rights or remedies, suspend performance of the Services until Employer remedies the Employer Default, and rely on the Employer Default to relieve College from performing any of its obligations to the extent the Employer Default prevents or delays College’s performance of any of its obligations; and

- 3.4.2 College shall not be liable for any costs or losses sustained or incurred by Employer arising directly or indirectly from College's failure or delay to perform any of its obligations as set out in this clause 3.4.
- 3.5 Employer shall procure that any additional learning support provided by College pursuant to clause 2.3 above is used solely for the purposes of such additional learning support set out in the Training Plan or as otherwise agreed between the parties in writing.
- 3.6 Employer acknowledges that (unless otherwise agreed by College in writing in accordance with the Rules) the Learner will only be able to take their end-point assessment once they have met the minimum duration of their practical period of Apprenticeship training (during which all required off-the-job training must take place), satisfied the gateway requirements set out in their related assessment plan and satisfied any gateway requirements set out in the Rules in respect of English and/or maths, and once both Employer and College have agreed that (or where College, acting as proxy employer in accordance with the Rules, determines that) the Learner has attained sufficient skills, knowledge and behaviours to successfully complete the Apprenticeship.
- 3.7 Employer hereby authorises College to, where stated in the Request for Services or otherwise agreed by Employer, (i) record and keep up-to-date all required details of the Apprenticeship via the AS on behalf of Employer, and/or (as the case may be) (ii) reserve funding and enter related information via the AS on behalf of Employer. In each case, Employer shall provide any information and assistance reasonably required by College in order to exercise this right.

4. Price and Contributions

- 4.1 Without prejudice to any other right or remedy available to College and subject to clause 4.3, where Employer is a Levy Payer in respect of any month, Employer shall:
- 4.1.1 procure that its AS Account holds sufficient funds for each relevant instalment of the Price (excluding any Additional Contribution) to be paid in accordance with the Payment Schedule on the relevant date prescribed by the Funder; and
- 4.1.2 if there are insufficient funds in Employer's AS Account to pay any relevant instalment of the Price (in whole or in part, excluding any Additional Contribution) in accordance with the Payment Schedule on the relevant date prescribed by the Funder, procure that the Employer Contribution of the outstanding balance of the relevant sum is paid to College in accordance with the Payment Schedule on such date by BACS transfer or any other alternative payment method set out in the Request for Services or otherwise agreed by College from time to time in writing; and
- 4.1.3 if there are sufficient funds in Employer's AS Account but such funds cannot be used to pay any relevant instalment of the Price (in whole or in part, excluding any Additional Contribution) in accordance with the Payment Schedule on the relevant date prescribed by the Funder for any reason (including but not limited to where the Funder has withheld or suspended the payment of such funds under the Employer Funding Agreement), procure that the outstanding balance of the relevant sum is paid to College in accordance with the Payment Schedule on such date by BACS transfer or any other

alternative payment method set out in the Request for Services or otherwise agreed by College from time to time in writing.

- 4.2 Subject to clause 4.3, where Employer is not a Levy Payer in respect of any month, Employer shall pay each relevant instalment of the Employer Contribution to College in accordance with the Payment Schedule by BACS transfer or any other alternative payment method set out in the Request for Services or otherwise agreed by College from time to time in writing.
- 4.3 In all cases, where the Price exceeds the Funder's relevant funding band applicable to the Apprenticeship, Employer shall, in addition, pay the Additional Contribution to College in accordance with the Payment Schedule by BACS transfer or any other alternative payment method set out in the Request for Services or otherwise agreed by College from time to time in writing.
- 4.4 Employer shall pay each invoice issued by College pursuant to the Agreement in full and in cleared funds to a bank account nominated in writing by College by BACS transfer or any other alternative payment method set out in the Request for Services or otherwise agreed by the College from time to time in writing within 21 calendar days of the date on which Employer receives the relevant invoice or at such other dates as are agreed between the parties. Time shall be of the essence for payment by Employer.
- 4.5 Employer shall procure that all amounts due to College under the Agreement are paid in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). College may at any time, without limiting its other rights or remedies and except where prohibited by the Rules, set off any amount owing to it by Employer against any amount payable by College to Employer.
- 4.6 Employer acknowledges and agrees that neither the Price, any Employer Contribution or any Additional Contribution cover any of the following matters relating to the Apprenticeship, all costs of which (unless otherwise agreed by College in writing) the Learner or Employer (as the case may be) remains responsible for:
 - 4.6.1 any employee expenses and benefits, including (i) Learner wages; and (ii) travel and subsistence costs for Learners under any circumstances (including travel to off-the-job training);
 - 4.6.2 any personal protective clothing, uniforms or safety equipment required for the Learner to carry out their day-to-day work (excluding any personal protective equipment which is exclusively used in the Learner's training environment and does not normally have a lifespan beyond the individual apprenticeship being funded);
 - 4.6.3 development of original teaching materials related to the delivery of a new apprenticeship offer (meaning the first time College chooses to deliver a new apprenticeship standard);
 - 4.6.4 any training, optional modules, educational trips, industry visits, expert speakers or trips to professional events in excess of those required to achieve the relevant apprenticeship;

- 4.6.5 any fees to awarding bodies (including registration, examination, certification and (subject to clause 4.6.8) re-sit costs) for non-mandatory qualifications (e.g. qualifications that are not specifically listed in the relevant apprenticeship standard);
- 4.6.6 student membership fees that are required by professional bodies (even where linked to mandatory qualifications);
- 4.6.7 end-point assessment, examinations and other testing costs incurred by College but not included in the price agreed between Employer and the Assessor (including invigilation, mock testing and on-programme assessments but excluding the administration of arranging the assessment);
- 4.6.8 re-sit costs for any mandatory qualification (beyond the first re-sit, which is fundable);
- 4.6.9 additional learning required to re-sit an exam linked to a non-mandatory qualification;
- 4.6.10 English and/or maths up to level 2;
- 4.6.11 accommodation costs, including accommodation costs associated with off-the-job training, non-mandatory qualifications and outward-bound activities;
- 4.6.12 capital purchases including lease agreements. For the purposes of this clause, “capital purchases” are long-term assets which would have a lifespan beyond the duration of the Apprenticeship, such as land, buildings, machinery and ICT equipment (e.g. tablets and similar electronic devices and the purchase and set-up costs of a management information/e-portfolio system);
- 4.6.13 maintenance of capital purchases and component parts (including but not limited to vehicle/machinery parts and labour, insurance and servicing/MOT);
- 4.6.14 depreciation;
- 4.6.15 any time spent by Employer’s staff or managers supporting, mentoring or line managing the Learner (except where specifically permitted by the Rules);
- 4.6.16 the creation of line manager resources;
- 4.6.17 flexi-job apprenticeship agency fees;
- 4.6.18 learning support payments, and any costs associated with any further detailed assessment for learning support;
- 4.6.19 any specific services or activities not related to the delivery and administration of the Apprenticeship (including but not limited to the recruitment, Disclosure and Barring Service checks and continuing professional development of staff involved in apprenticeships, Employer inductions, and lead generation activities (including but not limited to managing agents, those providing a brokerage or referral service to Employer or College (i.e. sourcing employer/learner leads), any membership or other costs associated with procurement registers or opportunities to secure business); and

- 4.6.20 financial inducements, or any other payment not authorised by the Funder, to the Learner, Employer, any other training provider or to any Assessor in relation to any part of the Apprenticeship (including bonus payments to apprentices or employers for signing up to and/or completing an apprenticeship programme, and where an employer who tenders for provision wants apprenticeship funding to pay for training extras in excess of the apprenticeship requirements);
- 4.6.21 repeating the same regulated qualification where the Learner has previously achieved it unless it is a requirement of the Apprenticeship or for any GCSE where the Learner has not achieved grade C, or 4, or higher
- 4.7 Each party shall ensure that the payment by Employer of each instalment of any Employer Contribution and any Additional Contribution is acknowledged in those of that party's accounts which cover any part of the duration of the Agreement.
- 4.8 Employer shall not use any part of the Price, any Employer Contribution or any Additional Contribution to make or support bids for or claims from any European source of funding on its own behalf or on behalf of College or the Funder or as match funding without obtaining consent in writing from College or the Funder (as the case may be).
- 4.9 Employer acknowledges and agrees that College may amend the Price and/or the Payment Schedule pursuant to and in accordance with clause 15.8.
- 4.10 College agrees that Employer will not be required to pay any amount under this clause 4 where this would result in College recovering payment for the same element of the Services twice.
- 4.11 Without prejudice to clauses 4.5 and 15.10, Employer shall indemnify College in respect of any and all costs, losses and fees (including without limitation the amount of any completion payment withheld by the Funder from College in respect of the Learner and the amount of any related cancellation or rescheduling fees), which are suffered or incurred by College in connection with any failure by the Learner to attend their end-point assessment for the Apprenticeship on any scheduled end-point assessment date or otherwise within any applicable deadline set by the Funder (provided that College may, at its discretion, waive its rights under this clause 4.11 in respect of any single scheduled end-point assessment attendance failure if Employer is able to demonstrate to College's satisfaction that the reason for the Learner's non-attendance was the Learner's illness or a bona fide emergency affecting the Learner).
- 5. Incentive Payments and Clawback**
- 5.1 College shall pay any Incentive Payment (or instalment thereof) which is payable by College to Employer pursuant to the Rules, to Employer within 30 Business Days of College receiving the relevant sum into cleared funds from the Funder.
- 5.2 Employer acknowledges and agrees that, notwithstanding any other provision in the Agreement, Employer shall reimburse College immediately on demand in respect of any sum previously paid by College (including for the avoidance of doubt any Incentive Payment):
- 5.2.1 which has been paid to Employer in error by College; or

5.2.2 in the event that Employer's act or omission breaches the Agreement or the Rules, or causes College to breach the Rules. For the avoidance of doubt this includes where:

- (a) Employer incorrectly or fraudulently declared to College the eligibility of Employer or the Learner such that the Learner or the Apprenticeship is ineligible for the Funding (or any element of it), Employer is not eligible to receive any incentive payments benefitting Employer which are identified in the Request for Services, or Employer is not eligible to receive small employer additional support despite being identified as a 'small employer' in the Request for Services;
- (b) Employer has previously received government contributions and/or incentives in respect of the Learner;
- (c) insufficient or no training or assessment has taken place in respect of the Learner;
- (d) the Learner has not been in training for any minimum period required by the Rules; or
- (e) Employer fails to pay any instalment of any Employer Contribution or any Additional Contribution in accordance with the Agreement.

5.3 Employer acknowledges and agrees that notwithstanding any other provision in the Agreement Employer shall reimburse College in respect of any sum which College has received from the Funder and is subsequently required to repay to the Funder as a result of or otherwise in connection with Employer's breach of the Agreement.

6. VAT

Notwithstanding that the parties believe that all supplies of training which are paid for by Government funding are VAT exempt, all amounts payable by either party ("the paying party") under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Agreement to the paying party by the other party (including but not limited to any supplies of training which are not paid for by Government funding), the paying party shall, on receipt of a valid VAT invoice from the other party, pay to the other party such additional amounts in respect of VAT as are chargeable on such supply at the same time as payment is due for such supply.

7. Intellectual Property Rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by College.

7.2 Employer acknowledges that, in respect of any third party Intellectual Property Rights used in connection with the delivery of the Apprenticeship, Employer's use of any such Intellectual Property Rights is conditional on College obtaining a written licence from the relevant licensor on such terms as will entitle College to license such rights to Employer (which Employer shall comply with).

7.3 All College Materials are the exclusive property of College.

8. Data Protection

8.1 Employer shall ensure that, where it provides or makes available any Personal Data to College for the purposes of College providing the Services, Employer shall be acting lawfully in doing so and shall, where required by law, have obtained any necessary prior consents from the relevant Data Subject(s).

8.2 To the extent that College Processes any Personal Data on behalf of Employer pursuant to the Agreement, College agrees to:

8.2.1 Process such Personal Data only for the purposes of performing College's obligations under the Agreement and only in accordance with Employer's lawful written instructions from time to time, including with regard to transfers of such Personal Data outside the United Kingdom, the European Economic Area or to an international organisation (unless required to do so by any United Kingdom, European Union or EU member state law to which College is subject; in such a case College shall inform Employer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest);

8.2.2 keep such Personal Data confidential, disclose and permit access to such Personal Data only to those of College's employees who need to have such access to perform College's obligations in the Agreement, and procure that such employees are subject to and abide by such confidentiality obligation;

8.2.3 not disclose, or sub-contract the Processing of, such Personal Data to any third party including but not limited to businesses associated with College or any of College's principals without Employer's prior written consent (and Employer hereby consents to College sub-contracting any aspect(s) of the Services which are identified in the Request for Services as to be provided by a Sub-Contractor). Where Employer provides such consent to disclosure or sub-contracting, College shall first procure from such third party obligations concerning the security and processing of such Personal Data in a form acceptable to Employer which, for the avoidance of doubt, shall include the obligations and restrictions contained in this clause 8.2. Where College subcontracts its obligations under the Agreement to a third party, College shall remain fully liable to Employer for the performance of that third party's data protection obligations;

8.2.4 provide Employer with copies of such Personal Data as Employer may reasonably request from time to time;

8.2.5 assist Employer as Employer may reasonably request from time to time, by using appropriate technical and organisational measures, insofar as that is possible, for the fulfilment of Employer's obligations to respond to (i) requests made by Data Subjects under applicable DP Legislation; (ii) other requests for information which Employer may receive in respect of such Personal Data; or (iii) any other request to which Employer may be obligated to respond;

- 8.2.6 make available to Employer all information necessary to demonstrate compliance with the obligations laid down in this clause 8.2 and applicable DP Legislation, and allow for and contribute to audits including inspections conducted by Employer or another auditor mandated by Employer. College shall inform Employer immediately if, in College's opinion, an instruction in that regard infringes applicable DP Legislation or any other United Kingdom, European Union or EU member state's data protection provisions to which Employer is subject;
- 8.2.7 comply with applicable DP Legislation and take all measures, including but not limited to appropriate technical and organisational measures, required by applicable DP Legislation (including but not limited to article 32 of the GDPR) and all associated primary and secondary legislation when processing such Personal Data;
- 8.2.8 assist Employer in ensuring compliance with Employer's security obligations set out in applicable DP Legislation (including but not limited to articles 32 to 36 of the GDPR), taking into account the nature of the Processing and the information available to College;
- 8.2.9 upon termination of the Agreement, cease Processing such Personal Data provided that College may continue to hold such Personal Data for archival purposes to the extent and for so long as is necessary to comply with any statutory obligations to hold such Personal Data ("Archival Period");
- 8.2.10 upon termination of the Agreement or expiry of any relevant Archival Period (whichever is later), at Employer's option delete or return such Personal Data; and
- 8.2.11 notify Employer without undue delay in the event that College breaches any part of this clause 8.2.

9. Freedom of Information

9.1 Employer acknowledges and agrees that:

- 9.1.1 College is a public authority for the purposes of, and is subject to the obligations set out in, the FOI Legislation;
- 9.1.2 College may be obliged to disclose to any third party on request information relating to the Agreement, the Services, or otherwise relating to Employer (including but not limited to confidential information); and
- 9.1.3 the decision whether to disclose the information referred to in clause 9.1.2 is solely a matter for and at the discretion of College.

9.2 Employer shall at Employer's expense assist and co-operate with College to enable College to comply with its obligations under the FOI Legislation.

9.3 College shall not be liable for any loss, damage, harm or detriment suffered by Employer, howsoever caused, arising from or in connection with the disclosure under any FOI Legislation of any information whether or not relating to the Agreement, the Services or Employer.

10. Limitation of Liability

10.1 Nothing in the Agreement shall limit or exclude either party's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1 above, College shall not be liable to Employer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

10.2.1 loss of profits;

10.2.2 loss of sales or business;

10.2.3 loss of agreements or contracts;

10.2.4 loss of anticipated savings;

10.2.5 loss of use or corruption of software, data or information;

10.2.6 loss of damage to goodwill; or

10.2.7 any indirect or consequential loss.

10.3 Subject to clause 10.1, College's total liability to Employer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to an amount equal to the Price.

10.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

11. Termination

11.1 Without limiting its other rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing to do so;

11.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- 11.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
 - 11.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 11.2 Without limiting its other rights or remedies, College may, by giving Employer written notice:
- 11.2.1 suspend provision of the Services under the Agreement or any other contract between Employer and College if Employer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.4 above or College reasonably believes that Employer is about to become subject to any of them, or if Employer fails to pay or procure the payment of any amount due under the Agreement on the due date for payment; and
 - 11.2.2 terminate the Agreement immediately in the event that:
 - (a) the Learner ceases to be employed by Employer at any time during their Apprenticeship; or
 - (b) College's own funding agreement with the Funder in respect of the Apprenticeship is terminated for any reason.

12. Consequences of Termination

On termination of the Agreement for any reason:

- 12.1 Employer shall immediately pay to College all of College's outstanding unpaid invoices and interest and, in respect of any Services supplied but for which no invoice has been submitted, College shall submit an invoice, which shall be payable by Employer immediately on receipt;
- 12.2 Employer shall cease to be eligible to receive any Incentive Payments benefitting Employer which have not previously become payable to Employer in accordance with the Rules;
- 12.3 College shall refund Employer (which shall, where the Rules require, be via the Funder) in respect of any sums paid by Employer in advance for Services due to be provided by College after the termination date (for the avoidance of doubt, College may set off any and all such sums against any sums due from Employer under clause 12.1 above);
- 12.4 Employer shall return to College immediately all of the College Materials (if any). If Employer fails to do so, then College may enter Employer's premises and take possession of them. Until they have been returned, Employer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement;
- 12.5 College shall comply with clauses 8.2.9 and 8.2.10;
- 12.6 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry;

- 12.7 Employer shall do its utmost to minimise disruption to College and the Learner, and if required by College, assist with the implementation of any contingency plan proposed by College, whether prior to or after the termination of the Agreement, to deal with the effects of such termination; and
- 12.8 those parts of the Agreement which expressly or by implication survive termination shall continue in full force and effect (including for the avoidance of doubt clauses 3.1.1, 3.1.4, 3.1.5, 3.1.8 to 3.1.10 inclusive, 3.1.12, 3.1.13, 3.2, 4.5, 4.7, 4.8, 5.2, 5.3, 6 to 10 inclusive and 12 to 16 inclusive).

13. Anti-Corruption

Employer shall:

- 13.1 comply with all laws relating to anti-bribery and anti-corruption and all policies of College relating thereto notified to Employer from time to time and shall not do, or omit to do, any act that will cause or lead College to be in breach of any such law or policy;
- 13.2 have and enforce as appropriate its own policies and procedures to ensure compliance with clause 13.1 above;
- 13.3 promptly notify College if any request or demand for financial or other advantage of any kind is received by Employer in connection with the performance of the Agreement or if any foreign public official is appointed as an officer or employer of or acquires an interest in Employer; and
- 13.4 ensure that any person performing any aspect of the Agreement or the Apprenticeship on Employer's behalf complies with this clause 13.

14. Dispute Resolution Procedure

- 14.1 Subject to clause 14.3.2, any dispute, difference or question arising between the parties either during the currency of the Agreement or afterwards shall be referred to College's Chief Executive/Principal and Employer's most senior executive officer (jointly "the Dispute Resolution Panel") for formal review and consideration. The Dispute Resolution Panel will meet within 14 days of a matter being referred to them in order to review the position and use their best endeavours to resolve the relevant issue.
- 14.2 In the event of the Dispute Resolution Panel failing to resolve within 28 days of the date of referral a relevant issue referred to it by the parties, either party may refer the matter to the courts in England and Wales.
- 14.3 Nothing in this clause 14 shall prevent either party from:
- 14.3.1 serving any notice of termination or otherwise which it is entitled to serve under the Agreement which notice shall continue to have effect notwithstanding any dispute resolution process; or
- 14.3.2 referring any dispute, difference or question to the Funder's apprenticeship helpline (accessible by telephoning 0800 015 0600, emailing

helpdesk@manage-apprenticeships.service.gov.uk, visiting the website www.gov.uk/topic/further-education-skills/apprenticeships or using such other contact details as may be notified by College or the Funder from time to time).

15. General

- 15.1 Without prejudice to any other right or remedy under the Agreement or at law, if either party fails to make or procure the making of any payment due to the other party under the Agreement by the due date for payment, then the party which is overdue shall pay to the other party interest on the overdue amount at the rate of 4% per cent per annum above the base rate from time to time of the College's bank from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount (whether before or after judgment), which shall be paid together with the interest.
- 15.2 Neither party shall be in breach of the Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, provided that this clause 15.2 shall not apply in respect of either party's obligation to make or procure the making of payment to the other party in accordance with the terms of the Agreement.
- 15.3 College may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 15.4 Employer may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Agreement without College's prior written consent.
- 15.5 Subject to clause 9, each party shall keep the terms of the Agreement and any information of a confidential nature which the other party discloses to it in connection with the Agreement confidential (whether or not such information is expressly stated to be confidential) and will not use any such information for any purpose other than the performance of its obligations under the Agreement.
- 15.6 The terms of the Agreement contain all the terms of the agreement between Employer and College, and save for the Training Plan supersede any previous agreement or understanding between Employer and College, in relation to its subject matter.
- 15.7 Subject to clauses 2.4 above and 15.8 below, the Agreement may not be varied other than in writing and signed by a duly authorised officer of each party.
- 15.8 Employer acknowledges and agrees that College may vary any provision of the Agreement (including for the avoidance of doubt the Price, the End Date, the amount of any Additional Contribution and the Payment Schedule) by giving notice in writing to Employer at any time to the extent that College (acting reasonably) considers such variation to be necessary:
 - 15.8.1 in order to comply with any requirement of the Funder; or
 - 15.8.2 as a result of any change of circumstances relating to the Apprenticeship or the Agreement (including but not limited to any changes to the arrangements between

Employer and the Learner, any agreed changes to the version of the Apprenticeship, any changes affecting College or any Sub-Contractor or any Assessor, any changes to Employer's Levy Payer or non-Levy Payer status and any other changes to the Learner's circumstances such as a break in learning, level of attendance, prior learning or eligibility),

provided that any such variations made by College shall be consistent with any relevant required actions of the Funder which are set out in the Rules or otherwise notified to College by the Funder. For the avoidance of doubt, in the event that the end-point assessment cost for the Learner is not known as at the date the Agreement has been signed by both parties, College may unilaterally increase the Price to account for such cost once the amount of such cost has been ascertained.

- 15.9 In the event of any conflict or inconsistency between these Terms and Conditions and the Request for Services, then the Request for Services shall take precedence to the extent of such conflict or inconsistency.
- 15.10 Failure or delay by a party in enforcing the Agreement will not be construed as a waiver of any of that party's rights under the Agreement. Any waiver by a party of the other party's breach of the Agreement will not be deemed a waiver of any subsequent breach by the other party and shall not affect the other terms of the Agreement.
- 15.11 Except where otherwise stated in the Agreement and subject to clause 15.12:
- 15.11.1 any notice or other communication given to a party under or in connection with the Agreement shall be in writing and served upon the other party at its address set out in the Agreement (or such other address as notified to the other party in writing) either by hand, first class post or other next working day delivery service, or by email; and
- 15.11.2 a notice or other communication shall be deemed to have been received: if delivered by hand, when left at the address referred to in clause 15.11.1 above; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, one Business Day after transmission,
- and for the purposes of this clause 15.11 College's email address is apprenticeships@salfordcc.ac.uk.
- 15.12 It shall not be possible for a party to serve notice of termination of the Agreement, or notice of any proceedings or other documents in any legal action, by email.
- 15.13 If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part it shall to the extent of such voidness or unenforceability be deemed severable and the remainder of such provision shall continue in full force and effect.
- 15.14 The Agreement does not constitute a partnership, joint venture or employment relationship between the parties.

15.15 No one other than Employer and College shall have any right to enforce any of the terms of the Agreement.

15.16 The terms of the Agreement are governed by English law and any matters relating to it are subject to the exclusive jurisdiction of the courts in England.

16. Definitions and Rules of Interpretation

16.1 Definitions:

Additional Contribution	has the meaning set out in the Request for Services
Agreement	means the agreement between Employer and College comprised of the Request for Services and these Terms and Conditions
Apprenticeship	means the apprenticeship to be undertaken by the Learner, as more particularly described in the Request for Services
AS	means the Funder's digital 'apprenticeship service' system that allows employers to choose and pay/reserve funds for apprenticeship training. For the purposes of the Agreement (if applicable), Employer's AS account shall be its "AS Account"
Assessor	means any third party assessor, including for the avoidance of doubt any 'end-point assessment organisation' (as defined in the Rules), appointed by College in connection with the Apprenticeship
Business Day	means a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business
College	means Salford City College Further Education Corporation whose principal place of business is at Frontier House, Merchants Quay, Salford Quays, M50 3SR
Data Controller, Data Subject,	shall have the respective meanings (or their corresponding

Personal Data, Process and Processing	equivalent meanings) set out in the applicable DP Legislation
DP Legislation	means the Data Protection Act 2018, the retained EU law version of The General Data Protection Regulation (Regulation (EU) 2016/679) as it applies under the laws of England and Wales (“GDPR”) and all other laws and regulations from time to time relating to the processing of personal data
Employer	means the party identified as such in the Request for Services
Employer Contribution	shall be: <ul style="list-style-type: none"> (i) where Employer is not a Levy Payer, the amount(s) stated in the ‘Total price to be paid by Employer’ section of the Request for Services or otherwise determined pursuant to the Agreement; and (ii) where Employer is a Levy Payer, any element of the Price (other than any Additional Contribution) that Employer is required under the Rules to pay directly to College rather than via the AS Account (including but not limited to any payment required to be made on a co-investment basis which cannot be paid via the AS Account)
Employer Funding Agreement	has, if applicable, the meaning set out in clause 3.2.2
End Date	subject to the terms of the Agreement, means the date identified as the ‘Apprenticeship Planned End Date’ in the Request for Services
FOI Legislation	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and all regulations made thereunder from time to time and any

superseding or amending enactment and regulations

Funder	means the Education & Skills Funding Agency or any successor body from time to time which assumes the relevant duties of the Education & Skills Funding Agency
Funding	means any and all funding provided by the Funder and Employer (including for the avoidance of doubt via Employer's AS Account where Employer has one) to College in connection with the Apprenticeship
Incentive Payment	means any incentive payment that Employer or the Learner (as the case may be) is entitled to receive under the Rules in connection with the Apprenticeship
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Learner	means the person identified as the apprentice in the Request for Services
Levy Payer	means an employer deemed to be a levy payer by the Rules for the purposes of determining whether the Price is to be paid via the AS or Government-employer co-investment

(including an employer who funds an apprenticeship with funds transferred from another employer pursuant to the Rules)

Payment Schedule

shall mean:

(i) where the Employer is a Levy Payer, in equal monthly instalments according to the planned duration of the Apprenticeship (provided that any Additional Contribution shall be payable in such instalment(s) and on such date(s) as are set out in the Request for Services); and

(ii) where the Employer is not a Levy Payer, the payment schedule set out in the Request for Services

Price

means the agreed price identified as the 'Total price for apprenticeship' in the Request for Services and payable to College for the supply of the Services in accordance with clause 4 (Price and Contributions)

Request for Services

means the attached request for services signed by Employer and College which sets out the particulars of the Agreement

Rules

means the procedures, rules and requirements from time to time laid down by Funder in relation to the Apprenticeship including without limitation:

(i) the Funder's 'Apprenticeship funding rules (August 2023 to July 2024)', a copy of which can be accessed via the following URL:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1155957/Apprenticeship_funding_rules_2324_Version_1.pdf
f; and

(ii) the Conditions of Funding (Grant) (Colleges) 1 August 2023 to 31 July 2024 issued to College by the Chief Executive of the Funder,

in each case as may be amended, updated, supplemented or replaced from time to time

Services means the services to be provided or procured by College under the Agreement as set out in the Request for Services

Start Date subject to the terms of the Agreement, means the date identified as the 'Apprenticeship Planned Start Date' in the Request for Services

Sub-Contractor means, where applicable, any sub-contractor identified in the Request for Services, to whom College has agreed to sub-contract the performance of certain of College's obligations under the Agreement under a separate agreement

Training Plan means the separate training plan signed by Employer, College and the Learner in respect of the Apprenticeship

16.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

16.3 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

16.4 The Request for Services forms part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the Agreement includes the Request for Services.

16.5 Except where otherwise stated, references to clauses are to clauses of these Terms and Conditions.



Issuer Salford City College

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Parties involved with this document

Document processed	Party + Fingerprint
Thu, 7th Sep 2023 9:35:04 UTC	Kate Greenway - Signer (6ff05073934acc47ce329edeef88674e)
Tue, 12th Sep 2023 14:34:36 UTC	David John Hughes - Signer (766bb7162c2a9905c7932f6f015ff40d)

Audit history log

Date	Action
Tue, 12th Sep 2023 14:34:37 UTC	David John Hughes viewed the envelope. (90.201.53.62)
Tue, 12th Sep 2023 14:34:37 UTC	This envelope has been signed by all parties (90.201.53.62)
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Mon, 11th Sep 2023 16:38:16 UTC	David John Hughes viewed the envelope. (90.201.53.62)
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Sat, 9th Sep 2023 13:17:49 UTC	Sent David John Hughes a reminder to sign the document. (40.68.222.65)
Thu, 7th Sep 2023 9:35:05 UTC	Kate Greenway viewed the envelope. (85.255.234.155)
Thu, 7th Sep 2023 9:35:04 UTC	Document emailed to david.hughes@salfordcc.ac.uk (18.132.197.183)
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Thu, 7th Sep 2023 9:33:09 UTC	Kate Greenway has been assigned to this envelope. (18.133.250.3)

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