

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE CONSULTANCY AGREEMENT FOR SPECIFIC PROJECT SERVICES

1. BASIC DETAILS

1.1. NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	Babington Business College Limited Babington House Mallard Way Derby DE24 8GX 02673518			
1.2. DESCRIPTION OF CONTRACTOR	Private training provider			
1.3. DESCRIPTION OF PROJECT SERVICES	Provision of Apprentices			
1.4. NICE BUDGET HOLDER	Grace Marguerie			
1.5. NICE PROJECT MANAGER	Michael Platt			
1.6. NOMINATED MANAGER OF CONTRACTOR	Lorna Fellows, Operations & Key Accounts Director			
1.7. CONTRACTOR AUTHORISED SIGNATORY	Carole Carson, Chief Executive Officer			
1.8. DATE AGREEMENT SIGNED	<table><tr><td>D</td><td>M</td><td>Y</td></tr></table>	D	M	Y
D	M	Y		
1.9. DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	<table><tr><td>13</td><td>Nov</td><td>2017</td></tr></table>	13	Nov	2017
13	Nov	2017		
1.10. DATE AGREEMENT ENDS (IF FIXED DATE)	<table><tr><td>12</td><td>Nov</td><td>2020</td></tr></table>	12	Nov	2020
12	Nov	2020		
1.11. CONTRACT NUMBER				
1.12. PROJECT NUMBER				

IT IS AGREED AS FOLLOWS

2. DEFINITIONS

"Agreement"	this Agreement and any Annexes attached to it.
"the Contractor"	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
"NICE"	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT
"the Milestones"	the milestones as set out in Annex 2.
"the Project Services"	the Project Services set out in 1.3 as more fully described in Annex 1.
References to legislation	A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted.

3. AGREEMENT

- 3.1. In consideration of NICE making certain payments to the Contractor, the Contractor has agreed to provide the Project Services to NICE on the terms and conditions of this Agreement
- 3.2. The payments for the Project Services are fixed and no further payments shall be made by NICE.

4. OBLIGATIONS OF THE CONTRACTOR

- 4.1. The Project Services
 - 4.1.1. The Contractor shall carry out the Project Services in accordance with Annex 1 and to a quality acceptable to NICE.
 - 4.1.2. No material changes to the Project Services shall be permitted without the written consent of NICE Project Manager.
 - 4.1.3. The Contractor shall use its best endeavours to achieve the milestones set out in Annex 2 ("the Milestones").
- 4.2. Sub-Contractors
 - 4.2.1. The Contractor shall agree with NICE the use of any sub-contractor to carry out any part of the Project Services.
 - 4.2.2. The Contractor shall ensure that any sub-contractor it uses adheres to the obligations of this Agreement as if the sub-contractor were the Contractor.
- 4.3. Instructions
 - 4.3.1. The Contractor shall comply fully with the instructions of the Project Manager and, if the Contractor is working in NICE, with the office rules of NICE.
- 4.4. Financial Control
 - 4.4.1. The Contractor shall keep accurate books and accounts in respect of the Project Services and, if requested in writing by NICE, shall (at its own expense) have them certified by a professional firm of auditors.
 - 4.4.2. The Contractor shall permit NICE to inspect and take copies (at NICE's expense) of any financial information or records NICE requires which relate to this Agreement.

- 4.5. Communication
 - 4.5.1. The Contractor shall ensure that all communications with NICE concerning the Project Services shall only be between the nominated representatives of both Parties, that is, NICE Project Manager who shall be the Manager nominated by NICE from its own staff or such other person as NICE shall nominate in writing, and the nominated manager of the Contractor.
- 4.6. Laws and Regulation
 - 4.6.1 The Contractor shall adhere to all laws and regulations relating to the provision of the Project Services.
 - 4.6.2 The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.
 - 4.6.3 While at NICE's Offices, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.
 - 4.6.4 The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises. The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE's of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.
- 4.7. Taxation
 - 4.7.1 Where the Contractor or Key Individuals supplied by the Contractor are liable to be taxed in the UK in respect of consideration received under this contract, the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Income Tax (Earnings and Pension) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
 - 4.7.2 Where the Contractor or Key Individuals are liable for National Insurance Contributions (NICs) in respect of consideration received under this contract, , the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
 - 4.7.3 NICE may, at any time during the term of this contract, request the Contractor to provide information which demonstrates:
 - (a) how the Contractor or the Key Individuals comply with clauses 4.7.1 and 4.7.2 above; or why

- (b) Clauses 4.7.1 and 4.7.2 are not applicable to the Contractor or the Key Individuals.
- 4.7.4 Where applicable, a request under clause 4.7.3 above may specify the information which the Contractor or the Key Individuals must provide and the period within which that information must be provided.
- 4.7.5 NICE may terminate this Contract if:
 - (a) in the case of a request mentioned in clause 4.7.3 above:-
 - (i) The Contractor or the Key Individuals fails to provide information in response to the request within twenty [20] days, or
 - (ii) The Contractor or the Key Individuals provides information which is inadequate to demonstrate either compliance with clauses 4.7.1 and 4.7.2 above or why these clauses do not apply to either the Contractor or the Key Individuals;
 - (b) in the case of a request mentioned in clause 4.7.4 above the Contractor fails to provide the specified information within twenty [20] days, or
 - (c) it receives information which demonstrates that, at any time when clauses 4.7.1 and 4.7.2 apply to the Contractor, the Contractor is not complying with those clauses.
- 4.7.6 NICE may supply any information which it receives under Clause 4.7.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

5. OBLIGATIONS OF NICE

5.1. Monitoring

NICE shall monitor the provision of the Project Services at its discretion. To assist in this, the Contractor shall provide such written reports as NICE shall reasonably request.

6. TERM

- 6.1. Except for those clauses 10, 12 and 16 which shall continue after this Agreement terminates, this Agreement shall begin on the date set out in clauses 1.8 or 1.9 and end on the date set out in clause 1.10. If there is no date in clause 1.10 then this Agreement shall continue until the Project Services are completed to the satisfaction of NICE or such other time as shall be notified by NICE to the Contractor.

7. PAYMENT

- 7.1. No invoices between the two parties shall apply, all costs shall be managed digitally through the Apprenticeship Service online levy portal.
- 7.2. NICE reserves the unconditional right to withhold payment of the final payment for the End Point Assessment until the project services are successfully concluded to the satisfaction of NICE.

8. STAFF AND RESOURCES

- 8.1** *The Contractor shall be fully responsible in every way for all its staff and all consultants (whether part-time or full-time).*
- 8.2. The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 (as amended) the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Services. The Contractor shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of the Services do not unlawfully discriminate within the meaning of this Clause 8.2 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.2; and
- 8.3 in the management of its affairs and the development of its equality and diversity policies, the Contractor shall co-operate with NICE in respect of NICE's obligations to comply with statutory equality duties. The Contractor shall take such steps as NICE considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in the provision of the Services.
- 8.4 The Contractor shall notify NICE immediately of any investigation of or proceedings against the Contractor under the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 8.7 The Contractor shall indemnify NICE against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NICE arising out of or in connection with any investigation conducted or any proceedings brought under the 2010 Act due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.
- 8.8 The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.
- 8.9 NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.
- 8.10 The Contractor undertakes to NICE that any person assigned to NICE to supply the Project Services is an employee of the Contractor and that employee(s) shall not be transferred from this assignment without the prior written consent of NICE.

9. INSURANCE

- 9.1. The Contractor shall maintain an appropriate insurance policy to cover its liabilities to NICE under this Agreement.
- 9.2. The Contractor shall supply a copy of any relevant insurance policy to NICE together with proof of payments of all premiums if required.

10. INTELLECTUAL PROPERTY AND COPYRIGHT

- 10.1. The Contractor recognises that the Intellectual Property and Copyright in any work which is created as a result of the Project Services by the Contractor or its servants, agents, consultants or independent contractors shall belong to NICE.
- 10.2. In consideration of NICE paying for the Project Services the Contractor with full title guarantee assigns or agrees to procure the assignment to NICE of all vested contingent and future Intellectual Property rights and Copyright in any work created as a result of the Project Services to hold to NICE its successors and assigns absolutely throughout the world for the full period of those rights.
- 10.3. The Contractor warrants to NICE that in relation to any work created by itself, its servants, agents, consultants or independent contractors, as a result of the Project Services, that:-
 - 10.3.1. such work is not a violation of any existing copyright anywhere;
 - 10.3.2. such work does not contain anything objectionable, obscene or libellous;
 - 10.3.3. all statements contained in any such work which purport to be facts are true.
- 10.4. If the Contractor incorporates any copyrightable work in any work it produces or has produced on its behalf then it shall ensure that appropriate permissions to use that work are obtained in writing. The NICE Project Manager shall have the right to see such permissions.
- 10.5. The Contractor shall procure that any independent author or part-author of any copyrightable material created as a result of the Project Services, assigns the copyright with full title guarantee to NICE and waives any moral rights under the Copyright, Designs and Patents Acts 1988. Any assignment and/or waiver under this sub-clause shall be on NICE's standard terms set out in Annex 3. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.6. It is the policy of NICE to associate authors with their works. However, there may be exceptional circumstances where this would be to the detriment of NICE. In an exceptional circumstance NICE, as copyright owner, would reserve the right to disassociate the author from the work.

11. PUBLIC REPUTATION OF THE PARTIES

- 11.1. Both Parties recognise the other Party's public reputation and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.
- 11.2. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA, the content of this Contract is not Confidential Information. NICE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from

disclosure in accordance with the provisions of the FOIA and/or the DPA.

- 11.3 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for NICE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public. And agrees to the public re-use of the documents provided that such reuse cites the source and do not misuse or deliberately mislead.

12. CONFIDENTIALITY

- 12.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 12, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 12.2 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;
- 12.3 the provisions of this clause 12 shall not apply to any Confidential Information which:
- (a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;
 - (b) is obtained by a third party who is lawfully authorised to disclose such information; or
 - (c) is authorised for release by the prior written consent of the Discloser; or
 - (d) the disclosure of which is required to ensure the compliance of NICE with the Freedom of Information Act 2000 (the FOIA).
- 12.4 Nothing in this clause 12 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate holding company provided that the Contractor procures that such holding company complies with this clause 12 as if any reference to the Contractor in this clause 12 were a reference to such holding company.
- 12.5 The Contractor authorises NICE to disclose the Confidential Information to such person(s) as may be notified to the Contractor in writing by NICE from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". NICE shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. NICE shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 12.6 The Contractor acknowledges that NICE is or may be subject to the FOIA. The Contractor notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities'

Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The Contractor will act in accordance with the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the Contractor from time to time) to the extent that they apply to the Contractor's performance under the Contract.

12.7 The Contractor agrees that:

12.7.1 Without prejudice to the generality of clause 12.2, the provisions of this clause 12 are subject to the respective obligations and commitments of NICE under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;

12.7.2 subject to clause 12.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE;

12.7.3 where NICE is managing a request as referred to in clause 12.7.2, the Contractor shall co-operate with NICE and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.

12.8 The Contractor shall and shall procure that its sub-contractors shall:

12.8.1 transfer any request for information, as defined under section 8 of the FOIA, to NICE as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information;

12.8.2 provide NICE with a copy of all information in its possession or power in the form that NICE requires within five (5) working days (or such other period as NICE or a Beneficiary may specify) of NICE or a Beneficiary requesting that Information; and

12.8.3 provide all necessary assistance as reasonably requested by NICE to enable NICE to respond to a request for information within the time for compliance set out in section 10 of the FOIA.

12.9 NICE may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.

12.10 This clause 12 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Contract, this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

12.11 In the event that the Contractor fails to comply with this clause 12, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

13. Data Protection

13.1 The Contractor shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular the Contractor agrees to comply with the obligations placed

on NICE and any Beneficiary by the seventh data protection principle ("the Seventh Principle") set out in the 1998 Act, namely:

- 13.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on NICE and any Beneficiary by the Seventh Principle;
- 13.1.2 only to process Personal Data for and on behalf of NICE and any Beneficiary, in accordance with the instructions of NICE or such Beneficiary and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the 1998 Act;
- 13.1.3 to allow NICE to audit the Contractor's compliance with the requirements of this Clause 13 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 13
- 13.2 The Contractor agrees to indemnify and keep indemnified NICE and any Beneficiary against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by NICE and any Beneficiary as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its employees or agents in the Contractor's performance of the Contract or as otherwise agreed between the Parties.
- 13.3 Both Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes the Contractor providing NICE and any Beneficiary with reasonable assistance in complying with subject access requests served on NICE and any Beneficiary under Section 7 of the 1998 Act and the Contractor consulting with NICE and any Beneficiary prior to the disclosure by the Contractor of any Personal Data in relation to such requests.

14. GIFTS AND PAYMENTS OF COMMISSION

- 14.1. The Contractor shall not offer or give to any member of staff of NICE or a member of their family any gift or consideration of any kind (including the payment of commission) as an inducement or reward for doing something or not doing something or for having done something or having not done something in relation to the obtaining of or execution of this Agreement or any Agreement with NICE. This prohibition specifically includes the payment of any fee or other consideration for any work in respect of or in connection with the Project Services carried out by a member of staff of NICE to that member of staff or to a member of their family.
- 14.2. Any breach of this condition by the Contractor or anyone employed by the Contractor (with or without the knowledge of the Contractor) or the commission of any offence under the Bribery Act 2010 shall entitle NICE to terminate this Agreement immediately and/or to recover from the Contractor any payment made to the Contractor.

15. INDEMNITY

- 15.1. If the Contractor shall breach this Agreement in any way then it shall fully indemnify NICE from any losses, costs, damages or expenses of

any kind, whether direct or indirect, which arise out of or are connected with that breach.

16. LIMITATION OF LIABILITY

16.1. NICE shall not be liable to the Contractor for any indirect or consequent loss, damage, injury or costs whatsoever which arise out of or are connected with NICE's adherence or non-adherence to the terms and conditions of this Agreement. Except in the case of death or personal injury caused by negligence, and fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law

17. TERMINATION

This Agreement shall terminate in the following circumstances -

17.1. Breach

17.1.1. In the event that either Party fails to observe or perform any of its obligations under this Agreement in any way then the other Party may end this Agreement on 30 days written notice; but

17.1.2. If the breach complained of by a Party, cannot be remedied to the satisfaction of that Party, then this Agreement shall end immediately on the service of such notice on the other Party;

17.1.3. In every other case if the breach complained of is remedied to the satisfaction of a Party within the notice period this Agreement shall not end;

17.2. Repeat of Breach

17.2.1. Either Party reserves the right to end this Agreement immediately by written notice if a Party repeats any breach of this Agreement after receiving a written notice from the other Party warning that repetition of the breach shall or may lead to termination (whether or not the repeated breach is remedied within 30 days);

17.3. Insolvency

17.3.1. This Agreement shall end immediately if the Contractor goes into liquidation or suffers a receiver or administrator to be appointed to it or to any of its assets or makes a composition with any of its creditors, or is in any other way unable to pay its debts;

17.4. Change of Management Control

17.4.1. NICE reserves the right to immediately end this Agreement upon any change of the Contractor's management or control within 28 days of NICE finding out of such change. The Contractor shall promptly notify NICE of any such change of management or control.

17.5. Unsatisfactory Evaluation of the Project Services

17.5.1. In the event that the outcome of any evaluation of the Project Services carried out by NICE under this Agreement is unsatisfactory NICE may terminate this Agreement on 30 days' written notice.

17.6 In addition to its rights under any other provision of the contract NICE may terminate the contract at any time by giving the contractor three months' written notice

18. MISCELLANEOUS

It is further agreed between the Parties:

18.1. Waiver

18.1.1. No waiver or delay in acting upon or by NICE of any of the requirements of this Agreement shall release the Contractor from full performance of its remaining obligations in this Agreement.

18.2. Whole Agreement

18.2.1. The Parties acknowledge that this Agreement contains the whole Agreement between the Parties and supersedes all previous agreements whether express or implied.

18.3. Variation

18.3.1. This Agreement cannot be varied except in writing and signed by the lawful representatives of both Parties.

18.4. Governing Law

18.4.1 This Agreement shall be governed in all respects by English Law.

**Signed for and on behalf
of NICE**

	Signature	Name and title	Date
Procurement		Barney Wilkinson Associate Director IT and Procurement	

Contract Manager		Michael Platt Learning & Development Business Partner	
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Budget Holder		Grace Marguerie Associate Director Human Resources	
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**Signed for and on behalf
of the Provider**

	Signature	Name and title	Date
Project Supervisor		Lorna Fellows Operations & Key Accounts Director	

Authorised Signatory:		Carole Carson Chief Executive Officer	
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This contract is not valid until all Signatures have been completed

ANNEX 1

The Project Services

1. Background

- 1.1. NICE have tendered for an apprenticeship training provider who can deliver some or all of the lots outlined in the table below:

Lot	Apprentice type
1	Business Administration
2	Communications
3	Finance
4	IT and Digital Services
5	Leadership and Management
6	Project Management
7	Other (Accounting for new standards in development)

- 1.2. NICE also requested that the apprenticeship training provider specify whether they would be delivering the lots to the Manchester office, the London office or to both NICE offices for each lot.
- 1.3. In response to this, **Babington Group** have specified that they would have the capacity to deliver all lots from the table above, with all lots being delivered to the Manchester and the London offices.
- 1.4. NICE Shall request each apprentice having identified a role internally, the NICE Learning and Development Business Partner will then send a job description to The Babington Group by email to begin the recruitment process. The Babington Group shall source candidates on behalf of NICE, and provide a shortlist to NICE, within the agreed timescales for the recruitment.

Below are the service requirements of NICE for this contract and the commitment **Babington Group** have made for each:

2. Recruitment and Selection of Apprenticeship candidates:

- 2.1. Babington Group shall commit to eliminating discrimination, advancing equality of opportunity, and embracing diversity, as outlined in our Equality & Diversity Policy and aim to recruit from diverse social groups (including BAME, under-represented, and disadvantaged groups) to widen NICE's talent pool.
- 2.2. Babington Group shall operate a region-based recruitment service, overseen by the respective Recruitment Manager for their geographic area (North and South) The Recruitment Team shall use their multi-channel marketing tools to successfully promote opportunities and engage with a wide range of potential candidates, including:
- 2.2.1. Online recruitment channels (e.g. Get My First Job, Not Going to Uni, and Find an Apprenticeship) to source high calibre, local candidates;

- 2.2.2. Digital Marketing and Social Media (i.e. 'Apprenticeship Guru' Twitter feed provides a platform to promote NICE Apprenticeships to followers);
- 2.2.3. Schools Engagement and Partnerships (working with Apprenticeship Ambassadors, who provide real-life examples of Apprenticeship experiences);
- 2.2.4. On-the-ground engagement with local stakeholders and Jobcentre Plus offices;
- 2.2.5. Accessing their Candidate Bank of pre-screened candidates;
- 2.2.6. Pre-employment programmes (e.g. Traineeships and Sector Based Work Academies);
- 2.2.7. Utilising BKSb diagnostics and psychometric testing to screen candidates and ensure suitability to their chosen programme;
- 2.2.8. Reviewing CVs, qualifications and other information presented by candidates assess capability/eligibility as part of the screening process;
- 2.2.9. Arranging interviews with candidates to screen for required competencies relating to a role.

2.3. Babington Group shall apply the following methodologies as part of their managed Apprentice sourcing and recruitment service to NICE:

- 2.3.1. Vacancy matching and listing;
- 2.3.2. Candidate attraction and engagement;
- 2.3.3. Pre-employment skills screening and suitability assessment;
- 2.3.4. Candidate job interview preparation;
- 2.3.5. Shortlisting of candidates;
- 2.3.6. Interview scheduling;
- 2.3.7. Interview and selection process, including Assessment Centres;
- 2.3.8. Job offers.

2.4. Babington Group shall provide a Recruitment Team applying multi-channel marketing tools to engage with and source a wide range of potential candidates, including:

- 2.4.1. Online recruitment channels (e.g. Get My First Job, Not Going to Uni, and Find an Apprenticeship) to source high calibre, local candidates;
- 2.4.2. Digital Marketing and Social Media (i.e. 'Apprenticeship Guru' Twitter feed provides at platform to promote NICE Apprenticeships to followers);
- 2.4.3. Schools Engagement and Partnerships (working with Apprenticeship Ambassadors, who provide real-life examples of their Apprenticeship experiences);
- 2.4.4. On-the-ground engagement with local stakeholders and Jobcentre Plus offices;
- 2.4.5. Accessing Candidate Bank of pre-screened candidates;
- 2.4.6. Pre-employment programmes (e.g. Traineeships and Sector Based Work Academies);
- 2.4.7. Using BKSb diagnostics and psychometric testing to screen candidates and ensure suitability to their chosen programme;
- 2.4.8. Reviewing CVs, qualifications and other information presented by candidates to assess capability/eligibility as part of the screening process;
- 2.4.9. interviewing candidates to screen for required competencies;

- 2.4.10. Place any vacancies within 72 hours of receiving a job description, with their Recruitment Team working to defined targets to place as many GOLD vacancies as possible. A GOLD vacancy means Babington Group would place a candidate in post with NICE within 4 weeks.

2.5. In support of the above, Babington Group shall:

- 2.5.1. Liaise with the NICE Learning and Development Business Partner to ensure recruitment of high quality apprentices;
- 2.5.2. Attract diverse talent – accessing a wide pool of local talent from diverse backgrounds;
- 2.5.3. Use alternative recruitment methods – where traditional approaches to candidate recruitment and selection are less effective for disabled people, e.g. video applications, working interviews, specialist Traineeships;
- 2.5.4. Provide specialist Initial Assessment – allowing appropriate Initial Assessment to enable disabled apprentices to successfully achieve their Apprenticeship;
- 2.5.5. Provide apprentice preparation – assisting disabled apprentices to get off to a good start, e.g. travel to work planning, change management and resilience, job coaching, and line manager understanding;
- 2.5.6. Offer In Work Support – contributing to apprentice retention, success, achievement, and timely achievement via access to a Work Buddy, dedicated information, advice and guidance from Disability Consultants, and links to wider support as required.

3. Programme delivery by lot

3.1. Qualifications where Standards have yet to be approved, Babington Group will deliver the Service using the following delivery model, working alongside NICE to review delivery as/when Standards are available. Babington Group delivery model for the Service includes:

- 3.1.1. Initial Assessment, Matrix-accredited Information, Advice and Guidance, enrolment, and induction;
- 3.1.2. Delivery of on-the-job training and learning through observation and questioning, critical reviews of portfolio of evidence, or work-based projects;
- 3.1.3. Developing apprentices' Personal Learning and Thinking Skills (PLTS);
- 3.1.4. Employment Rights and Responsibilities (ERR) training delivered as part of the competency or knowledge-based qualification or through the completion of workbooks;
- 3.1.5. Literacy, numeracy and ICT training to achieve Functional Skills where apprentices are identified as not holding a GCSE or equivalent in English, Maths and/or ICT, with enhanced support offered through our Delivery Support Team.

3.2. Babington Group shall use a blended solution for delivering Apprenticeship Service, including:

- 3.3. face-to-face engagement and embracing digital technologies to suit the business needs of employers;
- 3.4. e-Enrolments, OneFile, and the Babington Online Virtual Learning Environment;

- 3.5. Babington Group shall incorporate on/off the job learning delivery in the workplace wherever possible using
- 3.5.1. 1:1 tuition; webinars
 - 3.5.2. Interactive e-learning
 - 3.5.3. Online study materials.
- 3.6. Wherever possible, Babington Group shall use NICE rooms to for these, to minimise travel times and costs, to meet environmentally and economically sustainable practices. Where this is not possible, Babington Group shall provide access to their centres across England, as well as access to partners' facilities in-and-around London.
- 3.7. Babington Groups delivery model for Standards reflects the opportunities offered by the Apprenticeship Levy to support NICE in developing diverse, skilled, qualified, and sustainable workforces for the future. Babington Group delivery model for Standards includes:
- 3.7.1. Initial assessment, IAG, enrolments and induction;
 - 3.7.2. Off-the-job training and qualifications delivery, using various teaching methodologies: business-related project work; face-to-face teaching; group learning; webinars; e-learning; and online self-study material.
 - 3.7.3. Functional Skills support and development (with enhanced support from their Delivery Support Team) for apprentices with low level English, Maths, and/or ICT;
 - 3.7.4. Training in Apprenticeship Standards Behaviours to support apprentices in gaining requisite knowledge and skills for their qualifications, using Talent Finder during recruitment to psychometrically measure candidates' suitability for apprenticeships;
 - 3.7.5. Gateway to the End Point Assessment Process, whereby Babington Group shall work with apprentices, Training Advisors and Line Managers to determine apprentices' readiness for End Point Assessment;
 - 3.7.6. A Quality Assurance Team shall manage End Point Assessment as required in line with the agreement with NICE.
 - 3.7.7. Apprentices will be awarded certification by the Federation for Industry Sector Skills & Standards (FISSS), as with the current Specification of Apprenticeship Standards for England (SASE) Framework Apprenticeships.
- 3.8. Babington Group shall adopt a bespoke approach to the design and delivery each Apprenticeship, informed through their Co-Design Lab approach, incorporating all components for Apprenticeship Standards (except Independent End Point Assessment).

'Next Generation' Standards Delivery

- 3.9. Babington shall use innovative, technology based programmes that deliver maximum learning and impact, with minimum disruption to NICE's business. Using New Standards Roadmap, Babington shall target 'Next Generation' Apprenticeship Standards delivery methodology which shall be rolled out in 2017/18 and include:
- 3.9.1. Technology as the starting point – integration of traditional delivery, i.e. workshops, seminars, work-based delivery;
 - 3.9.2. Remote, bite-sized learning – learn anywhere, anytime;

- 3.9.3. Learner driven 'learning journeys' – putting the learner in control of what they learn;
- 3.9.4. Social learning – user-generated and open source content – Babington Group shall moderate and curate, to ensure the highest quality, most up to date experience for NICE's learners;
- 3.9.5. Gamification and accreditation – to keep learners engaged and on-track;
- 3.9.6. Executive coaching and mentoring for all Higher Level programmes, will be made available to NICE when it comes on line.

4. Systems and reporting

- 4.1. **Pellcomp PICS:** this is a Learner Management System (LMS), Babington Group shall use Pan-Intelligence Reporting Software to extract real-time data from PICS & OneFile. This data shall be available to NICE through a secure web-based Structured Query Language (SQL) data warehouse to enable ad-hoc data requests on individual, apprenticeship, and/or cohort performance.
- 4.2. **OneFile:** As the e-Portfolio solution which will facilitate effective monitoring, support and reporting include:
 - 4.2.1. Online and offline plans, assessments & reviews;
 - 4.2.2. Annotated feedback;
 - 4.2.3. Progress tracking & live reporting;
 - 4.2.4. Individual dashboards;
 - 4.2.5. Timesheets and portfolio journal;
 - 4.2.6. Centre resources;
 - 4.2.7. Internal Quality Assurer (IQA) Roles including Lead IQA;
 - 4.2.8. Quality sampling tools & policies;
 - 4.2.9. Standardisation rules;
 - 4.2.10. MIS and initial assessment integration.
- 4.3. **Pan-Intelligence Systems:** To support the Apprentice Progress Review process, Babington Group shall provide Line Managers and the NICE Learning and Development Business Partner with a secure login to the Pan-Intelligence reporting tool to access real-time data, and OneFile to monitor Individual Learning Plans (ILP's) progression. This will enable Line Managers to fully participate in the Apprentice's development and support/monitor learning.
- 4.4. **Progression Trackers:** OneFile provides visual representation of progress throughout the apprenticeship to support ongoing monitoring. This is both based on time completed (3 months completed; 9 months left) and on work (25% completed; 75% left). This allows the Training Advisor and NICE's Learning & Development Business Partner and Line Managers to monitor Apprentices' progression against all their programme targets and aims. Secured logins will be provided to facilitate this.
- 4.5. **Progress Reviews:** Monthly progress reviews shall take place with the Apprentice and Line Manager via face-to-face appointments, and remotely through virtual conferencing systems e.g. Skype for Business. To ensure Line Managers are able to track Apprentices' progress, Babington Group shall ensure Line Managers can access the OneFile e-portfolio and are supported by Babington Group Training Advisors in its use. Data captured from their LMS will inform review discussions.

- 4.6. Additionally the Babington Group Training Advisor shall work together with the NICE Learning and Development Business Manager, Line Managers and Key Account Manager shall monitor Apprentices' performance and deal promptly with any performance/quality issues or concerns identified, implementing timely support to redress issues and support those at risk of leaving their programme.
- 4.7. If there are any changes to be made to the systems or their use from that which has been provided to NICE, then NICE must be informed of these changes in advance.

5. Methodology

Learner satisfaction

5.1. Babington Group shall measure learner satisfaction by:

- 5.1.1. **Monthly apprentice satisfaction surveys**, inviting apprentices to raise issues and make suggestions on an informal or formal basis. Surveys are available online (via Survey Monkey) or in paper-based formats;
- 5.1.2. **Holding Learner Forums** (held in learning hubs or employer-based facilities, and advertised noticeboards) and inviting learners to share feedback via social media;
- 5.1.3. **Inviting learners to engage with their Complaints and Compliment Procedure** and share feedback and suggestions;
- 5.1.4. **Capturing and measuring learner satisfaction** via the Babington Group Service Excellence Team, who support the handling of queries from learners (and sharing issues with appropriate personnel, i.e. their Safe & Sound Safeguarding Team) and conducting routine telephone calls to monitor progress, concerns, and satisfaction.

5.2. Feedback results shall be analysed by Babington, monitored, evaluated and collated on a monthly and quarterly basis to measure learner satisfaction and to inform their self-assessment and Continuous Improvement Plans. Any matters relating to Health and Safety, Equal Opportunities and Safeguarding and Prevent shall be immediately acted upon by the relevant Health and Safety, Designated Safeguarding Manager and People and Talent Director.

Programme Evaluation

- 5.3. Babington Group's Key Accounts Team shall adopt a multi-tiered approach to working with NICE to evaluate programme success, assess what works, what has not, and how to make necessary improvements to address quality/performance concerns, ensuring the learning offer is current.
- 5.4. The Babington Group evaluation schedule, reflected in the Milestones at Annex 2, shall be:
- 5.4.1. **Real-time** apprentice progress shall be available to NICE line managers using an assigned login to the OneFile e-portfolio to view and evaluate ongoing progress.
 - 5.4.2. **Monthly** service data dashboard summary reports, including performance against targets, apprentice progress and other KPIs aligned

to NICE's requirements. Management Information reporting schedules and content shall meet the Service Level Agreement (SLA) and form the basis of contract performance reviews with the Key Account Manager every quarter.

5.4.3. **Quarterly** contract review meetings scheduled with the NICE Learning and Development Business Partner and the Key Account Manager to evaluate programmes using the following as a basis for discussion at Annex 2, The Milestones:

- 5.4.3.1. monthly contract performance management information;
- 5.4.3.2. apprentice satisfaction
- 5.4.3.3. employer satisfaction;
- 5.4.3.4. service excellence and quality observations/findings.

5.4.4. Meetings shall be held face-to-face at the NICE offices and cover all aspects of operational activities for that quarter and coming quarter to evaluate programmes and performance against KPIs and agreed service levels. In the initial design stage, meetings may be scheduled alongside Quality Gates to evaluate programmes and their contents.

5.4.5. **Annual** contract reviews shall be led by NICE contract manager with support from the NICE HR team, providing the opportunity for full programme assessment, evaluation, impact monitoring, Return on Investment, and performance against Key Performance Indicators and minimum service standards. The Babington Group shall support NICE in the annual review process with supply of management information.

Structure to support the learner journey

5.5. Babington Group shall make available a combination of the following support structures and processes both in and outside of the learning environment to ensure ongoing support:

- 5.5.1. Comprehensive initial assessment of needs;
- 5.5.2. Pastoral Care;
- 5.5.3. Multi-disciplinary working to signpost to specialist support services;
- 5.5.4. Safe and Sound Safeguarding Team;
- 5.5.5. Learner Engagement Support Service;
- 5.5.6. Workplace Mentoring;
- 5.5.7. Pre-End Point Assessment support and guidance;
- 5.5.8. Regular progress reviews.

Initial Assessment

5.6. BKS functional skills assessment and diagnostics shall ensure Babington Group accurately recognise and capture Apprentices' learning support needs. To address these needs and ensure Apprentices remain fully supported, Babington Group shall introduce support processes as follows:

- 5.6.1. 'Babington Online' – to offer blended learning;
- 5.6.2. Extra 1:1 support with Training Advisors;
- 5.6.3. Using 'Maths & English Everywhere' packages and guidance from our Delivery Support Team for additional Functional Skills support.

Pastoral Care

5.7. The Babington Group Delivery Support Team shall provide enhanced pastoral care by conducting additional workplace visits in the first 6-weeks to identify concerns at the earliest opportunity, working collaboratively with Apprentices and NICE to redress issues, with the aim of maintaining strong retention rates. Applying a multi-disciplinary approach to help to signpost Apprentices to appropriate agencies, providing them with robust support networks. Babington Group shall work with Remploy to undertake specialist initial assessments to provide specialist IAG from Disability Consultants; engage with under-represented groups; and provide access/signposting to Mental Health Support Service for off-the-job support.

Safe and Sound Framework

5.8. Babington Group shall employ methods to ensure Apprentices have access to effective welfare services that provide appropriate levels of emotional support throughout their programme, underpinned by a 'Safe and Sound' framework (to bring together key principles of Equality & Diversity, Health & Safety, Safeguarding & Prevent Duty policies and procedures) and the 'Safe and Sound' Team, together with the Retention Team to identify and resolve safeguarding concerns impacting apprentices' wellbeing, behaviour, attitude to learning, and performance.

5.9. All Babington Group apprentice facing staff shall complete mandatory safeguarding and prevent training (refreshed annually) to ensure they can effectively recognise and respond appropriately to signs of: bullying (including cyber bullying); harassment; discrimination; abuse (physical, emotional, sexual, or neglect); Safeguarding and Prevent shall be an agenda item at apprentice reviews, which will take place at the NICE offices; concerns raised and identified shall be reported in line with Babington Group policies and procedures to their Designated Safeguarding Officer, with appropriate support measures implemented for the apprentice, family and employer (as per procedures issued by the Manchester and London relevant Local Safeguarding Boards).

Mentoring

5.10. The Babington Group Account Manager shall work with NICE to carry out workplace mentoring to motivate apprentices, provide ongoing support, and promote personal wellbeing and provide Mentoring Support Programmes, ensuring Line Managers understand how to deliver necessary pastoral care and support both in/out-with the learning environment.

Service Excellence Team

5.11. The Babington Group Service Excellence Team shall provide a one-stop-shop for learner advice, guidance and mentoring, ensuring Apprentices have access to timely Matrix-accredited IAG and remain committed to their programme. The Babington Group team shall ensure apprentices remain engaged and committed to their apprenticeship, traineeship or other programme and employment to aid retention rates. Service Excellence Team Officers shall contact apprentices at convenient times for them (at home or in the workplace) to provide support, addressing any concerns relating to their programme of learning and skills. Additional and independent IAG and

support shall be available from the Apprenticeship Guru via the dedicated Twitter feed.

Progress Reviews

- 5.12. Apprentices shall be contacted by their Training Advisor every 4-6 weeks to discuss ongoing/emerging support needs. Progress reviews shall take place with their Training Advisor during workplace visits. Full progress reviews taking place every 10-12 weeks (minimum) to explore progress against ILPs. Training Advisors shall update ILPs, recording:
- 5.12.1. Achieved targets;
 - 5.12.2. Extended target dates;
 - 5.12.3. New targets (agreed with Line Managers).
- 5.13. Progress reviews for each Apprentice shall provide opportunities to continually monitor/assess progression and discuss progress/issues with Line Managers, ensuring correct support levels are in place.

Pre-End Point Assessment Support

- 5.14. Babington Group shall use following processes (available either face-to-face or online via Skype for Business) to support apprentices in preparing for their EPA:
- 5.14.1. Focus group revision sessions;
 - 5.14.2. 1-1 tutorials;
 - 5.14.3. Workshops;
 - 5.14.4. Bespoke Training Advisor guidance on specific programme areas.

Complaints procedure

- 5.15. Babington shall operate a clear governance structure through which NICE apprenticeships will operate. Babington Group shall promote an open culture, whereby all stakeholders feel able to raise issues/concerns regarding any aspect of delivery, quality, or outcomes.
- 5.15.1. Stage 1 – The NICE Contract Manager shall report any complaints to the Training Advisor or the Key Account Manager.
 - 5.15.2. Stage 2 – If unresolved, this complaint shall be escalated to the Commercial Director at Babington Group who will investigate the complaint.
 - 5.15.3. Stage 3 – If unresolved the complaint shall be escalated to the Babington Operations Board for resolution.
 - 5.15.4. Following a formal complaint it is the responsibility of Babington Group to resolve the issue to the required standards and feedback to NICE on the outcome.

6. Project and Contract Management

6.1. Babington Group shall follow the project plan as outlined below:

- 6.1.1. Formal launch activity (project scoping, initiation, and a project inception meeting);
- 6.1.2. Project plans (establishing key milestones as set out in Annex 2);
- 6.1.3. Project governance;
- 6.1.4. Communications strategies and plans (i.e. agreed meetings and calls schedules);
- 6.1.5. Quarterly review meetings of the apprenticeship programme ensuring all Service Level Agreements and Key Performance Indicators are met;
- 6.1.6. Provide management information reports throughout the duration of the contract each month to the NICE Learning and Development Business Partner.

6.2. Babington Group will mobilise the project in collaboration with NICE using the milestones outlined in Annex 2 of this contract.

6.3. Babington Group shall facilitate project reviews, the process for this shall include:

6.4. Babington Group shall use live performance data providing:

- 6.4.1. Service data summary reports detailing performance against agreed SLAs and KPIs.
- 6.4.2. Data captured from Pan-Intelligence systems
- 6.4.3. A single portal for all management and performance information relating to NICE's account and programme delivery.
- 6.4.4. NICE with a secure log-in to this portal, enabling the Learning and Development Business Partner and line managers to review performance against agreed and co-designed KPIs at any time.

6.5. Babington Group Key Account Manager shall use Pan Intelligence to support:

- 6.5.1. Regular performance reviews
- 6.5.2. Reporting throughout the programme, using evidence of progression towards and achievement of agreed performance and commercial KPIs.

6.6. Undertaking regular 'Quality Gate' account reviews with NICE in relation to all performance KPI's, ensuring that Babington Group continuously develop and improve our services.

6.7. Using OneFile systems to oversee real-time performance analysis and monitoring of KPIs against contractual profile.

6.8. At face-to-face performance reviews (monthly or more frequently, depending on risk and performance levels) uphold consistency and quality throughout the period of the contract. These reviews shall:

- 6.8.1. highlight: performance outcomes against profile;
- 6.8.2. barriers to achievement and recommended solutions;
- 6.8.3. projected activity; staffing issues;
- 6.8.4. quality improvement plans, with clear actions to improve performance.
- 6.8.5. Under-performance closely monitored with improvement plans agreed at contract reviews.

7. Content of reports

- 7.1. **Real-time** apprentice progress shall be made available to NICE line managers using an assigned login to the OneFile e-portfolio to view and evaluate ongoing progress.
- 7.2. **Monthly** service data dashboard summary reports, including performance against targets, apprentice progress and other KPIs aligned to NICE's requirements. Management Information reporting schedules and content will be underpinned by the Service Level Agreement and as the basis of contract performance reviews with the Key Account Manager quarterly.
- 7.3. **Quarterly** contract meetings with the NICE Learning and Development Business Partner and the Key Account Manager to evaluate programmes, using monthly contract performance management information, apprentice satisfaction, employer satisfaction, and service excellence and quality observations/findings as a basis for discussion listed in Annex 2 apply.
- 7.4. **Annual** contract reviews shall be attended by the NICE Learning and Development Business Partner and the Key Account Manager with support from the Key Accounts Director, providing the opportunity for full programme assessment, evaluation, impact monitoring, ROI, and performance against KPIs and minimum service standards. As part of the annual review process Babington Group shall support NICE.

7.5. The provided to NICE shall contain a minimum of the following:

- 7.5.1. Apprentice starts;
- 7.5.2. Attendance at off-job-training sessions;
- 7.5.3. Success rates;
- 7.5.4. Progress against milestones (percentage ahead/behind);
- 7.5.5. Achievement of milestones;
- 7.5.6. Successful progress reviews (inclusive of apprentices and their line managers);
- 7.5.7. Achievement of functional skills;
- 7.5.8. Gateway reviews linked to end-point assessment (where required);
- 7.5.9. Completion of end-point assessment;
- 7.5.10. Retention rates;
- 7.5.11. Financial reporting and budgetary spend;
- 7.5.12. Social mobility measures (EDIMS), including apprentices from deprived areas and disadvantaged backgrounds;
- 7.5.13. Monthly apprentice and employer/line manager satisfaction surveys.

8. Quality Assurance

- 8.1. Babington shall work with NICE and ensure that all relevant pre-employment checks have been completed for each apprentice before they begin their role with NICE. This will include:
 - 8.1.1. Proof of ID – passport, driving licence
 - 8.1.2. Have the right to work in England
 - 8.1.3. Have a National Insurance number
 - 8.1.4. Not on any other apprenticeship or DFE funded FE/HE course
 - 8.1.5. Able to complete the apprenticeship within the required timescale
 - 8.1.6. Spend at least 50% of their working hours in England
 - 8.1.7. Prior qualifications

- 8.1.8. Are eligible for funding under the Fees and Awards regulations 2007 Act (as amended)
- 8.1.9. Assisting NICE wherever possible in collecting all other relevant pre-employment documentation.

8.2. Babington Group shall ensure that it adheres to the minimum Service Level Agreements and Key Performance Indicators, outlined in Annex 2 of this document.

9. Additional support services

9.1. To support NICE's Apprentice Scheme, Babington Group shall provide the following additional support:

9.1.1. Apprenticeships, Training & Levy Advisory Service (AT&LAS):

Babington Group's Strategic Advisory Service, AT&LAS shall provide NICE with access to a range of added value services where Babington Group will demonstrate ROI, and works in partnership with a range of industry experts and partner organisations to provide independent advice on a range of workforce related services including:

- 9.1.1.1. Corporate Responsibility and Social Value;
- 9.1.1.2. Change Management and Organisational Development;
- 9.1.1.3. Digital Content Production;
- 9.1.1.4. Policy and Funding support;
- 9.1.1.5. Workforce Planning and Productivity.

9.2. **Pre-Employment Programmes:** Delivery of Traineeships, our Personal Advisors focus on Jobcentre Plus and community engagement to target those hardest to reach young people. Babington Group will offer a bespoke Traineeship programme to engage and prepare candidates from disadvantaged backgrounds who may not be deemed 'job ready'. Through our Employability Division, Babington Group will support these potential candidates with CV writing skills and interview training.

9.3. **Professional Qualifications:** Through co-design and careful utilisation of the levy, Babington Group will support NICE to upskill existing workforces and support apprenticeship programmes through our range of professional qualifications. Babington Group also have a range of commercially-funded blended training programmes, that could support and enhance beyond NICE's current requirements and help with further expansion of in-house programmes and succession planning through a comprehensive programme CPD. Additional costs of these courses will be discussed and agreed as courses are requested.

ANNEX 2

Milestones, Key Performance Indicators (KPI's) and Service Level Agreements (SLA's)

The annual contract milestone meetings will take place face to face at the NICE Manchester offices.

Annual Contract Milestones	
Task	Date for completion
Q1 Contract review meeting	01 st February 2018
Q2 Contract Review meeting	TBC – Agree at Q1 meeting
Q3 Contract review meeting	TBC – Agree at Q2 meeting
Q4 & Annual Contract review meeting	TBC – Agree at Q3 meeting
Management information	2 nd Wednesday of every month

The Key Performance Indicators set out in this annex are subject to on-going review, and may be revised upon mutual agreement.

Key Performance Indicators (KPI's)	
KPI	Requirement
Number of CV's provided per vacancy	Minimum of 3
% of successful placements	80%
% of successful completions (passes/ projected passes on average across a financial year)	90%
% of timely completions (Completion of the End Point Assessment in the original projected time)	75%
% retention (overall per financial year)	80%
Minimum pass % on average per financial year (The number of apprentices across NICE who have passed their apprenticeship).	80%

Recruitment Cycle Service Level Agreements	
Task	Duration to complete
Time to place a job advert after receiving a job description	Within 72 hours of receiving a job description and role information, unless mutually agreed otherwise
Time from placing the job advert to providing NICE with a shortlist of CV's	Within 4 weeks of placing the job advert, unless mutually agreed otherwise
Time from providing a shortlist of candidates to arranging and holding interviews for a role	Within 2 weeks, unless mutually agreed otherwise
Maximum time to place a candidate in post after being successfully offered a role at NICE	Within 4 weeks. Unless the candidate has to give notice in their current role or unless mutually agreed otherwise.

Apprenticeship Service Level Agreements	
Task	Duration to complete
Time from appointment to enrolment on programme	10 working days
Time from enrolment on programme to first Career Coach/ Coach contact	Between 2 and 6 weeks, depending on the Apprenticeship, for the Apprenticeships being delivered in lots 1-6 this has been outlined in Annex 3
Frequency of Career Coach/ Coach contact	Between 2 and 6 weeks, depending on the Apprenticeship, for the Apprenticeships being delivered in lots 1-6 this has been outlined in Annex 4
Time to complete functional Maths, English and IT skills, if applicable	Completion of the first at 6 months from enrolment and the second 9 months after enrolment – unless there are extenuating circumstances whereby reasonable adjustments are required.
Performance reviews between Career Coach/ Coach, Line Manager and Apprentice.	12 weekly for the duration of the apprenticeship from the date of enrolment

ANNEX 3

Matrix of Apprenticeship Programmes by Lot for delivery

Lot	Qualification
Business Administration	Business Administration Level 2 –Framework Business Administration Level 3 – Framework Business Administration Level 4 – Framework Business Administration Level 3 – Standard Business Administration Level 4 - Standard
Communications	Customer Service Practitioner Level 2 – Standard Customer Service Specialist Level 3 - Standard
Finance	Accounts (AAT) Level 2 – Framework Accounts Assistant (AAT) Level 3 – Standard Professional Accounting and Taxation Technician Level 4 – Standard
IT & Digital	IT Web Developer Level 3 – Framework IT Infrastructure Technician Level 3 – Standard Digital Marketer Level 3 – Standard Data Analyst Level 4 – Standard Software Developer Level 4 – Standard Network Engineer Level 4 – Standard IS Business Analyst Level 4 – Standard
Leadership and Management	Team Leader/ Supervisor Level 3 – Standard Operations/ Departmental Manager Level 5 – Standard Chartered Manager Degree Apprenticeship Level 6 – Standard Senior Leader Level 7 - Standard
Project Management	Associate Project Manager Level 4 – Standard
Other	Any other standards that have fallen out of scope of one of the lots, or any standards that have not yet been approved.

ANNEX 4

Payment

No invoices for payments between the two parties shall apply, all costs shall be managed digitally through the Apprenticeship Service online levy portal.

The amount of payment for the Services (excluding VAT) and timing of payment for each course type is listed below and shall apply from the start date for each new apprenticeship appointed to NICE,

NICE shall upload the Apprentices details onto NICE's digital account of the Apprenticeship Service online levy portal.

The Contractor shall request the cost of the Apprentice's course from the Apprenticeship Service online levy portal monthly as listed below in line with the Education Skills Funding Agency definitions. The final payment for each course shall be the End Point Assessment amount, this amount is no more than 20% of the total amount of the course and is predetermined below for each course and will be made available once both parties have agreed that the Apprentice has successfully completed all prior training, and is ready to sit their End Point Assessment.

Lot 1: Business Administration			
Course for Delivery	Cost of Delivery (per apprentice)	Cost per month	Cost of End point Assessment (Maximum of 20%)
Business Administration Level 2 – Framework	£2,000		
Business Administration Level 3 – Standard	£5,000		

Lot 2: Communications

Course for Delivery	Cost of Delivery (per apprentice)	Cost per month	Cost of End point Assessment
Customer Service Practitioner Level 2 – Standard	£4,000		
Digital Marketer Level 3 – Standard	£12,000		

Lot 3: Finance

Course for Delivery	Cost of Delivery (per apprentice)	Cost per month	Cost of End point Assessment
Accounts (AAT) Level 2 – Framework	£2,000		
Accounts Assistant (AAT) Level 3 – Standard	£9,000		
Professional Accounting and Taxation Technician Level 4 – Standard	£9,000		

Lot 4: IT & Digital			
Course for Delivery	Cost of Delivery (per apprentice)	Cost per month	Cost of End point Assessment
IT Web Developer Level 3 – Framework	£9,000		
IT Infrastructure Technician Level 3 – Standard	£15,000		
Data Analyst Level 4 – Standard	£15,000		
Software Developer Level 4 – Standard	£18,000		
Network Engineer Level 4 – Standard	£18,000		
IS Business Analyst Level 4 - Standard	£18,000		

Lot 5: Leadership and Management			
Course for Delivery	Cost of Delivery (per apprentice)	Cost per month	Cost of End point Assessment
Team Leader/ Supervisor Level 3 – Standard	£5,000		
Operations/ Departmental Manager Level 5 – Standard	£9,000		
Chartered Manager Degree Apprenticeship Level 6 – Standard	£27,000		

Lot 6: Project Management			
Course for Delivery	Cost of Delivery (per apprentice)	Cost per month	Cost of End point Assessment
Associate Project Manager Level 4 – Standard	£9,000		

Annex 5

The Learner Journey

Once the Apprentice has been appointed to NICE, the following timescales will be adhered to in relation to each Apprentice and their programme of study:

There may be exceptions to these timescales under extenuating circumstances where reasonable adjustment is required, in this event, it must be communicated to and agreed by all parties.

Milestone:	Completed by:
Initial meeting with Tutor/ Coach	
On- boarding (formal enrolment on programme)	
Creation of an Individual Learning Plan (ILP)	
Frequency of formal training from On-boarding	
Frequency of Tutor/ Coach contact from On-Boarding	
Gateway from programme start	
End Point Assessment from programme start	
Programme review	
Overall achievement	

Line Manager/ Coach/ Tutor template

Task:	Completed on (date):	Signed (Line manager)	Signed (Coach/ Tutor)
Apprentice start date with NICE			
Initial meeting with Tutor/ Coach			
On- boarding (formal enrolment on programme)			
Creation of an Individual Learning Plan (ILP)			
Frequency of formal training from On-boarding			
Frequency of Tutor/ Coach contact from On-Boarding			
Gateway from programme start			
End Point Assessment from programme start			
Programme review			
Overall achievement			

