

## Apprenticeship Services Agreement

### Key Terms Sheet

Parties			
<b>Training Provider</b>	<b>Company Details:</b>	[insert company name] incorporated and registered in England and Wales with company number [insert company number] and whose registered office is at [insert address]	
	<b>UK PRN:</b>	[INSERT]	
	<b>Key Contact:</b>	[INSERT]	
	<b>Email:</b>	[INSERT]	
	<b>Telephone:</b>	[INSERT]	
<b>Employer</b>	<b>Company Details:</b>	[insert company name] incorporated and registered in England and Wales with company number [insert company number] and whose registered office is at [insert address]	
	<b>Key Contact:</b>	[INSERT]	
	<b>Email:</b>	[INSERT]	
	<b>Telephone:</b>	[INSERT]	
	<b>PAYE Reference</b>	[INSERT]	
Key Information			
<b>Services</b>	the provision of apprenticeship training, on-programme assessment and associated services as more particularly described in clause 3.3 of the Terms of Apprenticeship Services and in the applicable Commitment Statement (as defined in the Terms of Apprenticeship Services).		
<b>Effective Date</b>	[INSERT]		
<b>Notices</b>		<b>Training Provider</b>	<b>Employer</b>
	By hand / by post	Registered office	Registered office
	By email	[INSERT]	[INSERT]
	FAO	[INSERT]	[INSERT]
<b>Funding Method</b>	[Levy Funded] [Non-Levy Funded i.e. Co-Investment Funding] subject always to the provisions of clause 6 of the Terms of Apprenticeship Services regarding any shortfall in Funding.		
<b>Special Terms</b>	[In the Terms of Service: [(a) Clause [NUMBER] deleted: The entire text of Clause [NUMBER] is deleted and replaced with the words "Not used". [(b) Clause [NUMBER] added: This Clause is inserted into the Conditions: [NEW CLAUSE]]. [(c) Clause [NUMBER] amended: This Clause is amended to read as follows: [AMENDED CLAUSE IN FULL].] <b>OR</b> [None]		
<b>Schedules</b>	Schedule 1: Terms of Apprenticeship Services		

**Basis of Agreement**

- (A) The Training Provider is an authorised Training Provider of apprenticeship training and on-programme assessment services.
- (B) The Employer wants to obtain and the Training Provider wants to provide apprenticeship training and on-programme assessment services from time to time subject to the terms and conditions set out in this document.
- (C) The provision of apprenticeship training and on-programme assessment services by the Training Provider is governed by this agreement which starts on the date shown at the beginning of this Key Terms Sheet and is made up of the following parts:
  - (a) this Key Terms Sheet (including any Special Terms); and
  - (b) the Terms of Apprenticeship Services attached at Schedule 1.
 All of these together are called the “**Agreement**”.
- (D) The Agreement sets out everything agreed between the Training Provider and the Employer about its subject. It replaces any previous agreements, understandings, or arrangements, whether spoken or written, about these matters. Each party confirms that, when entering into the Agreement, they have not relied on anything (whether said innocently or negligently) that is not included in it. Neither party can make a claim for innocent or negligent misrepresentation based on anything said or done before the Effective Date.
- (E) Save as otherwise stated in the Terms of Apprenticeship Services, if any of the documents that make up the Agreement have terms that conflict with, are inconsistent with, or are unclear compared to each other, the terms in the document that appears higher on the list above shall take precedence over the terms in a document that appears lower on the list.

**Signatures**

Signed for and on behalf of Training Provider		Signed for and on behalf of Employer	
<b>Name</b>		<b>Name</b>	
<b>Position</b>		<b>Position</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Date</b>		<b>Date</b>	

## Schedule 1 Terms of Apprenticeship Services

*These Terms were last updated on: January 2026*

### 1 Basis of contract and Requests for Service

- 1.1 These Terms of Service together with the Key Term Sheet, make up a legally binding agreement establishing a framework for the supply of Services by the Training Provider to the Employer with effect from the Effective Date.
- 1.2 The Employer may, from time to time, request that the Training Provider provides Services in respect of an Apprentice.
- 1.3 The Training Provider shall, within a reasonable period of its receipt of such a request, confirm to the Employer whether it wishes to provide the Services requested and, if the Training Provider indicates that it does, the parties shall work together in good faith to agree a Commitment Statement.
- 1.4 Each Commitment Statement shall:
  - (a) be signed by authorised representatives of the parties;
  - (b) once agreed, take effect from the specified Commencement Date; and
  - (c) form part of the Agreement.
- 1.5 Nothing in the Agreement shall oblige the Employer to request the provision of any Services or, until such time as a Commitment Statement has been signed, oblige the Training Provider to provide any Services and unless otherwise agreed between the parties in writing in respect of a particular Apprenticeship, neither party is obliged to commit to any minimum number of Apprentices or programmes.

### 2 Relationship between the parties

- 2.1 The relationship of the Training Provider and the Employer shall be that of independent contractor and nothing contained in the Agreement shall create a relationship of employer and employee, principal and agent or partnership between its parties.
- 2.2 No party shall pledge the credit of the other or sign any document, enter into any agreement or make any promise on behalf of the other or in any way indicate that it is entitled to do so without the prior written consent of the other party.

### 3 Services

- 3.1 The Training Provider will provide the Services to the Employer in respect of each Commitment Statement with effect from the Commencement Date for the period specified in the Commitment Statement and in accordance with the terms of the Agreement.
- 3.2 Training Provider will provide the Services:
  - (a) with reasonable skill and care;
  - (b) in accordance with good industry practice prevailing in the apprenticeship training sector from time to time;
  - (c) using reasonable endeavours to meet any Performance Targets set out in the Apprenticeship Agreement; and
  - (d) in accordance with all Applicable Law and the DfE Rules.
- 3.3 The Training Provider shall as part of the Services:
  - (a) deliver Training in accordance with the applicable Apprenticeship Standards;
  - (b) prepare and distribute an Individual Learning Plan and Commitment Statement for each Apprentice;
  - (c) manage the Individual Learning Plan for each Apprentice and conduct such progress reviews as are reasonably required in order to comply with the applicable Apprenticeship Standards;

- (d) ensure an Apprenticeship Agreement is in place with each Apprentice from the start date of their Apprenticeship;
- (e) arrange End-Point Assessments with independent EPA Organisations (subject to independence safeguards for integrated degree standards);
- (f) deliver or arrange Off-the-Job Training meeting the minimum hours published for each Apprenticeship Standard (adjusted for Recognition of Prior Learning in accordance with clause 3.3(g)) and document planned Off-the-Job Training hours on the Apprenticeship Agreement and Training Plan;
- (g) assess Recognition of Prior Learning and reduce the requisite Off-the-Job Training hours and Total Negotiated Price proportionally and record the adjusted Total Negotiated Price in the Individualised Learner Record;
- (h) maintain evidence of delivery of the Training;
- (i) maintain monthly active learning schedules relating to the Training (or three-month cadence for block/front-loaded delivery models);
- (j) conduct progress reviews in accordance with clause 5.1;
- (k) in consultation with the Employer, prepare Apprentices for End-Point Assessment;
- (l) select an EPAO at least 6 months before Gateway, negotiate the End-Point Assessment pricing, contract with the EPAO for the provision of such End-Point Assessments and record the EPAO details in the Individualised Learner Records;
- (m) ensure the End-Point Assessment proceeds only after the applicable minimum duration requirements have been met, the Gateway requirements specified by Skills England and detailed in the Apprenticeship Standard are satisfied, and both the Employer and the Training Provider have confirmed readiness for assessment;
- (n) maintain accurate Individualised Learner Records;
- (o) ensure that the Individualised Learner Records match with the records in the Employer's Digital Account;
- (p) submit all required data returns to the DfE in such form and by such methods as are required from time to time, including submission of data relating to the Apprentices and the payment of the Employer Co-Investment (if any) via the Digital Apprenticeship Service;
- (q) maintain quality standards which comply with Ofsted inspection frameworks and the Apprenticeship Accountability Framework;
- (r) implement continuous improvement processes and cooperate fully with any regulatory inspections;
- (s) maintain safeguarding contacts and routes for out-of-hours support include complaints processes and escalation routes (including Digital Apprenticeship Service Support at the National Apprenticeship Helpdesk: 08000 150 600 / helpdesk@manage-apprenticeships.service.gov.uk) in Training Plans, and inform Employers and Apprentices of such processes and contact information; and
- (t) co-operate with the Employer and provide such assistance as it reasonably requires in respect of safeguarding matters, escalating any concerns that the Training Provider may have through the agreed and/or otherwise appropriate channels.

### 4 Employer obligations

- 4.1 The Employer shall:
  - (a) comply with all Applicable Law and the DfE Rules in the performance of its obligations.

- (b) ensure each Apprentice has an employment contract of sufficient duration to complete the Apprenticeship including the End-Point Assessment;
- (c) ensure the Apprentice is declared on the Employer's PAYE (subject to exceptions for Alternative English Apprenticeships);
- (d) enter into an Apprenticeship Agreement with each Apprentice from the start date of their Apprenticeship which, at a minimum, specifies the Apprenticeship Standard, start and end dates, practical period, and planned off-the-job training hours and extend such Apprenticeship Agreement if the Apprenticeship is extended;
- (e) co-sign the Commitment Statement and Individual Learning Plan prepared by the Training Provider for each Apprentice;
- (f) co-operate with the Training Provider's schedule for delivery of the Training and, more generally, the Apprenticeship including releasing Apprentices for Off-the-Job Training, any additional English or Maths functional skills training that may be required and the End-Point Assessment during normal working hours;
- (g) support workplace application of learning by the Apprentice;
- (h) provide feedback on the workplace performance of each Apprentice regularly and as otherwise reasonably requested by the Training Provider from time to time;
- (i) participate in progress reviews in accordance with clause 5.1;
- (j) support such adjustments to Training Plans as are necessary from time to time to ensure continuity of employment for the Apprentice through the Apprenticeship (including the End-Point Assessment) subject to the Employer's right to terminate the Apprentice's employments for gross misconduct. Redundancy or other reasonable cause;
- (k) ensure all information in its Digital Account is always complete and accurate and add the Training Provider to its Digital Account to facilitate drawdown of Funding in accordance with the Agreement;
- (l) authorise all payments in a timely manner and ensure sufficient funding arrangements (whether Levy Funding, Co-Investment Funding or Employer funded) is in place for the Apprentices to complete their Apprenticeships;
- (m) upon request provide evidence of the eligibility of each Apprentice to complete an Apprenticeship (including identity/residency, date of birth, that at least 50% of their working time will be undertaken in England and continuation of employment through the End-Point Assessment);
- (n) share any data which the Training Provider reasonably requires for the purpose of reporting to relevant regulatory or other supervisory bodies or for compliance monitoring, ensuring that such data is always shared in accordance with Data Protection Laws;
- (o) co-operate with the Training Provider and provide such assistance as it reasonably requires in respect of safeguarding matters, escalating any concerns that the Employer may have through the agreed and/or otherwise appropriate channels;
- (p) pay Apprentices lawful wages complying with national minimum wage and apprentice rate rules;
- (q) notify the Training Provider promptly of any changes affecting the Apprenticeship or the Employer's eligibility for Funding, including termination of an Apprentice's

employment contract, changes to working patterns, redundancy situations, or withdrawal of the Apprentice from the Apprenticeship;

- (r) provide the Training Provider, in a timely manner, with all documents, data, information, approvals, materials, access and co-operation reasonably required by the Training Provider to deliver the Services, and ensure that they are accurate and complete;
  - (s) provide the Training Provider's personnel, in a timely manner and at no cost, with access to the Employer's premises and other facilities as are reasonably required by the Provider in connection with the performance of the Services (including to facilitate any quality assurance or Ofsted inspections); and
  - (t) inform the Training Provider of all health and safety requirements that apply at the Employer's premises which any Training Provider personnel access for the purposes of the Agreement.
- 4.2 To the extent that the Training Provider performance of its obligations under the Agreement or any Contract is prevented or delayed by any act or omission of the Employer or any of its agents, consultants or other suppliers (**Excusing Cause**), the Training Provider shall not be in breach of the Agreement or a Contract nor liable for any Losses incurred by the Employer as a result of its performance being prevented or delayed. Without prejudice to any other right or remedy it may have, the Training Provider shall be:
- (a) allowed an extension of time to perform its obligations equal to the delay caused by the Excusing Cause; and
  - (b) entitled to payment in accordance with clause 6 despite its performance being prevented or delayed.

## 5 Governance and performance management

- 5.1 The Training Provider shall conduct progress reviews at least once every 3 calendar months (or with such other frequency as the parties may otherwise agree for delivery reasons such as block release or front-loaded models). These progress reviews shall involve a three-way discussion with the Employer and the Apprentice. The Training Provider shall document the outcomes of the progress reviews (a summary of which will be shared with the Employer and the Apprentice) and update the Training Plans as necessary to reflect any agreed outcomes or address any issues identified in the progress review.
- 5.2 Each party shall nominate representatives to deal with the management of the Agreement. Each party may change the identity of any of its representatives at any time and each representative may appoint a suitable deputy or alternate to perform some or all of the Representative's functions in his absence. Each party shall notify the other in writing of any change or appointment of a deputy or alternate.
- 5.3 The parties shall hold quarterly governance meetings to review:
- (a) programme performance against the Performance Targets;
  - (b) the progress of Apprentices and any at-risk individuals;
  - (c) compliance with DfE Rules and quality standards;
  - (d) Funding reconciliation and payment status; and
  - (e) continuous improvement initiatives.
- 5.4 If it is determined (whether pursuant to a governance review under clause 5.3 or otherwise following written notice by one party to the other party of a suspected failure) that the Training Provider has failed to meet the agreed Performance Targets, the parties shall:
- (a) investigate the root causes of the failure through joint review;

- (b) develop and implement a remediation plan within 30 days of the failure being identified; and
- (c) monitor improvement of the Training Provider's performance against such Performance Target over an agreed period (which will not be less than 3 months).

5.5 If the Training Provider's performance does not improve following the implementation of the measures outlined in clause 5.4, the Employer may terminate the affected Contract in accordance with clause 14.5.

## 6 Fees, payment, and funding mechanisms

6.1 The Training Provider and Employer shall agree a Total Negotiated Price for each Apprentice. The TNP shall be split between:

- (a) TNP1 for Training; and
- (b) TNP2 for End-Point Assessment.

6.2 The Training Provider shall record the Total Negotiated Price in each Individualised Learner Record.

6.3 Where the agreed Total Negotiated Price exceeds the Funding Band Maximum for the Apprenticeship Standard the Employer shall pay the shortfall between the Funding and the Total Negotiated Price directly to the Training Provider in accordance with this clause 6.

6.4 Unless otherwise agreed in writing, all retakes / resits of End-Point Assessments will be at the Employer's cost. This includes any retakes / resits that result from the Apprentice failing to sit the first exam paid for by the Training Provider for any reason and providing insufficient notice to enable the first exam to be rearranged at no cost. The Training Provider will notify the Employer of the additional cost for such retakes / resits as soon as reasonably practicable.

6.5 The Employer will be responsible for the cost of any required professional membership and subscriptions for all Apprenticeships.

6.6 Where a non-mandatory qualification is included as part of the Apprenticeship:

- (a) the Apprentice must complete the End-Point Assessment. If the Apprentice withdraws from their Apprenticeship before the EPA, the Training Provider reserves the right to charge the Employer for the cost of any such qualification; and
- (b) the Employer agrees that any non-mandatory qualifications will only be certified once the Apprentice has achieved the EPA.

### Levy Funding

6.7 Where an Employer is Levy Funded and has sufficient funds in its Digital Account:

- (a) 80% of the Total Negotiated Price (or such other percentage as is specified by the then current DfE Rules) shall be payable in equal monthly instalments from the Digital Account; and
- (b) 20% of the Total Negotiated Price (or such other percentage as is specified by the then current DfE Rules) shall be payable upon completion of all activity including the End-Point Assessment.

6.8 Where an Employer is Levy Funded but has Insufficient Funds, the Employer shall be required to make up the shortfall in Funding by making a payment directly to the Training Provider in accordance with this clause 6, as if the Employer was non-Levy Funded and such shortfall was an Employer Co-Investment save that the proportion of contribution from the DfE and the Employer respectively shall be as determined in accordance with the current DfE Rules.

### Co-Investment Funding

6.9 Where an Employer is non-Levy Funded, subject to clause 6.10:

(a) the DfE shall provide 95% of the Total Negotiated Price (up to the Funding Band Maximum) (or such other percentage as is specified by the then current DfE Rules) as Co-Investment Funding; and

(b) the Employer shall pay 5% of the Total Negotiated Price (or such other percentage as is specified by the then current DfE Rules) and, where the Funding Band Maximum has been exceeded, any remaining shortfall between the Co-Investment Funding and the Total Negotiated Price, as the Employer Co-Investment.

6.10 The DfE shall pay 100% of the Total Negotiated Price (up to the Funding Band Maximum) as Co-Investment Funding and the Employer shall not be liable to pay any Employer Co-Investment (unless alternative rates are specified in the then current DfE Rules) (save in respect of any shortfall between the Co-Investment Funding and the Total Negotiated Price where the Funding Band Maximum has been exceeded) for Apprentices who are:

- (a) aged 16-21 at the start of the Apprenticeship; or
- (b) aged 22-24 at the start of the Apprenticeship and have an Education, Health and Care Plan issued by a local authority or who are care leavers.

6.11 The Training Provider shall:

- (a) invoice the Employer for the Employer Co-Investment in accordance with the payment schedule in the Contract;
- (b) report any Employer Co-Investment that has been collected in the ILR;
- (c) not claim a completion payment from the DfE until the Co-Investment Funding and the Employer Co-Investment has been collected and reported;
- (d) collect the full Co-Investment Funding and Employer Co-Investment by the final ILR submission for the academic year of completion; and
- (e) not require or accept financial contributions from Apprentices.

### Invoicing and Payments

6.12 Unless otherwise agreed in writing:

- (a) the Training Provider shall invoice the Employer monthly in arrears for:
  - i. any shortfall between the Funding and the Total Negotiated Price where the Maximum Funding Band has been exceeded;
  - ii. any shortfall between the Levy Funding available in the Employer's Direct Account and the sum due to the Training Provider in that month where the Employer has Insufficient Funds;
  - iii. any Employer Co-Investments; and
  - iv. the cost of any retakes / resits of End-Point Assessments; and
- (b) the Employer shall pay all undisputed invoices in full and cleared funds without set-off by BACs transfer to the Training Provider's nominated bank account within 30 days of the invoice date.

6.13 Without prejudice to any other right or remedy it may have the Training Provider may:

- (a) charge interest on all overdue sums at a rate of 4% per annum above the current base rate of the Bank of England from the due date until the date of payment; and
- (b) suspend Services (including withholding access to Training and End Point Assessment) if payment is more than 30 days overdue, upon giving 14 days' written notice. Suspension under this clause does not relieve

the Employer of any payment obligations or liability for the Training Provider's costs.

- 6.14 The Employer shall notify the Training Provider in writing within 10 Business Days of the invoice date if it disputes any amount set out in the invoice, specifying the amount and grounds for such dispute. The Employer shall pay the undisputed portion by the due date. The parties shall meet within 10 Business Days of the Training Provider receiving the notice of dispute to resolve the dispute in good faith. If unresolved, the dispute resolution procedure in clause 17 shall apply.
- 6.15 The parties shall reconcile Funding on a quarterly basis and upon:
- (a) completion of each Apprenticeship;
  - (b) the withdrawal of an Apprentice or break in learning;
  - (c) the termination of the employment of an Apprentice; and
  - (d) any change of circumstances which affects either the eligibility of the Employer for Funding or an Apprentice to participate in an Apprenticeship or the Total Negotiated Price.
- 6.16 Any overpayments by the Employer shall be repaid by the Training Provider within 30 days of reconciliation. Any underpayments shall be invoiced by the Training Provider and paid by the Employer within 30 days of the date of invoice.
- 6.17 All amounts payable under the Agreement (including the Total Negotiated Price) are exclusive of VAT, which shall be payable in addition to any sums due at the rate and in the manner prescribed by Applicable Law from time to time, subject to receipt of a valid VAT invoice.

#### Additional Payments

- 6.18 The Training Provider shall, for so long as such payments remain available under Applicable Law and subject to any breaks in learning which may affect the payments available, claim from the DfE:
- (a) an additional payment of £1,000 for Apprentices who are: (i) aged 16-18 (or qualifying 15-year-olds) at the start of an Apprenticeship; or (ii) aged 19-24 at the start of an Apprenticeship with an Education, Health and Care Plan or who are care leavers which shall be distributed as follows:
    - i. £500 shall be payable to the Employer within 30 Business Days of the Training Provider receiving the payment from the DfE, with it being acknowledged the DfE typically pays the additional payment in instalments at day 90 and day 365 in learning (or day 242 for shorter typical durations/foundation Apprenticeships); and
    - ii. £500 to be retained by the Training Provider;
  - (b) a £3,000 bursary on behalf of any Apprentice who is a care leaver. This bursary will typically be paid to the Training Provider by the DfE in instalments at days 60, 120, and 300 in learning (or days 60, 120, and 242 for shorter/foundation Apprenticeships). The Training Provider shall pay the bursary payments to the Apprentice within 30 Business Days of receipt of each instalment from the DfE.

## 7 Intellectual Property Rights

- 7.1 The Training Provider (or its licensors) shall retain all Intellectual Property Rights in:
- (a) any documents, information, items, branding or materials in any form arising, obtained or developed by or on behalf of the Training Provider prior to the Effective Date or independently of the Agreement;

- (b) all know-how the Training Provider may have prior to, or which it acquires as a result of, the performance of the Services;
- (c) all training materials, methodologies, curricula, assessment tools, systems, platforms or other technology developed or otherwise used in the performance of the Agreement;
- (d) any Confidential Information disclosed by or on behalf of the Training Provider; and
- (e) any other materials in any form developed by or on behalf of the Training Provider in the performance of the Agreement whether they are specific to the Employer or not,

together the **Training Provider Materials**.

- 7.2 The Employer (or its licensors) shall retain all Intellectual Property Rights in:

- (a) any documents, information, items, branding or materials arising, obtained or developed by or on behalf of the Employer prior to the Effective Date or independently of the Agreement;
- (b) all know-how the Employer may have prior to, or which it acquires as a result of, the performance of the Services;
- (c) any documents, information, items and materials in any form (whether owned by the Employer or a third party) which are provided by the Employer to the Training Provider in connection with the Services; and
- (d) any workplace projects and outputs created by Apprentices in the course of employment,

together the **Employer Materials**.

- 7.3 In relation to the Training Provider Materials, the Training Provider:

- (a) grants to the Employer a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Training Provider Materials for the purposes of receiving the Services for the term of the Agreement and a reasonable period of time after the expiry or termination of the Agreement to facilitate the completion of any ongoing Apprenticeships; and
- (b) warrants that the receipt and use of the Training Provider Materials in the receipt of the Agreement by the Employer or the Apprentices shall not infringe the rights, including any Intellectual Property Rights, of any third party.

- 7.4 In relation to the Employer Materials, the Employer:

- (a) grants to the Training Provider a fully paid-up, non-exclusive, royalty-free, transferable (to the extent necessary to appoint any subcontractors or receive services in connection with the performance of the Agreement) licence to copy and modify the Employer Materials for the purposes of performing the Services for the term of the Agreement and a reasonable period of time after the expiry or termination of the Agreement to facilitate the completion of any ongoing Apprenticeships;
- (b) warrants that the receipt and use of the Employer Materials in the receipt of the Agreement by the Training Provider shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (c) acknowledges and agrees that Apprentices shall be entitled to submit to the Training Provider (and that the Training Provider may submit to any third party assessor or regulator) any workplace projects and outputs created by Apprentices in the course of employment as part of any portfolio, project or coursework for assessment purposes.

- 7.5 Neither party shall:
- (a) use the other party's Intellectual Property Rights beyond the scope of the licences granted under the Agreement;
  - (b) reverse engineer, decompile, or disassemble any systems, platforms, technology or materials of the other party; or
  - (c) remove or obscure any Intellectual Property Rights notices or attributions which is on the Training Provider Materials or Employer Materials (as applicable).

## **8 Data ownership and processing**

- 8.1 Each party retains ownership of its Data.
- 8.2 Each party shall in the exercise of its rights and performance of its obligations under the Agreement comply with its obligations under the Data Protection Laws and the data sharing agreement (if any) agreed between the parties.
- 8.3 Each party shall retain Apprentice records for at least 6 years following completion of the Apprenticeship in accordance with the DfE's audit requirements

## **9 Confidentiality**

- 9.1 Each party undertakes to keep confidential the other's Confidential Information and not to divulge it to any third party or use it itself other than in accordance with this clause 9 without the prior written consent of the other party.
- 9.2 Each party shall:
- (a) use Confidential Information only for the purposes of the Agreement;
  - (b) protect Confidential Information with the same degree of care as its own (but no less than reasonable care);
  - (c) limit disclosure of Confidential Information to employees, subcontractors, and advisers with a need to know; and
  - (d) ensure recipients of Confidential Information are bound by equivalent confidentiality obligations.
- 9.3 Confidential Information may be disclosed:
- (a) to professional advisers under duties of confidentiality;
  - (b) as required by Applicable Law, court order, or regulatory authority (with prior notice to the discloser where legally permissible);
  - (c) to the DfE, Ofsted, or other government agencies as required by DfE Rules; or
  - (d) with the prior written consent of the discloser.
- 9.4 Confidential Information shall not include, and the obligation of confidence set out in this clause 9 shall not apply, to information that:
- (a) is or becomes generally available to the public (other than as a result of the recipient's breach);
  - (b) was available to the recipient on a non-confidential basis before disclosure by the discloser;
  - (c) was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the discloser or otherwise prohibited from disclosing the information to the recipient;
  - (d) is developed by or for the recipient independently of the information disclosed by the discloser; or
  - (e) the parties agree in writing is not confidential or may be disclosed.
- 9.5 The confidentiality obligations set out in this clause 9 shall continue during and for 2 years following the expiry or termination of the Agreement, except for personal data which shall be protected in accordance with Data Protection Laws for as long as it is retained.

- 9.6 Upon expiry or termination of the Agreement or upon request, each party shall (at the other party's election):
- (a) return all Confidential Information in tangible form; or
  - (b) securely destroy or permanently erase (including, to the extent legally and technically practicable, from its computers and communications systems and devices or from systems and data storage services provided by third parties) all documents and materials containing, reflecting, incorporating or based on any Confidential Information; and
  - (c) certify in writing that it has complied with the requirements of this clause 9.6.
- 9.7 Nothing in clause 9.6 shall require a party to return, destroy or erase any documents and materials containing or based on the other party's Confidential Information that a party is required to retain by Applicable Laws, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject or for legitimate business purposes (e.g., audit records or employment records). The provision of this clause 9 shall continue to apply to any documents and materials retained by a party pursuant to this clause 9.7.

## **10 Publicity**

- 10.1 Neither party shall issue press releases or public announcements concerning the Agreement without the other party's prior written consent.
- 10.2 The Training Provider may:
- (a) list the Employer as a customer in proposals and internal and external marketing materials (with the Employer's consent, not to be unreasonably withheld);
  - (b) use anonymised case studies and success stories; and
  - (c) disclose the existence of the relationship for regulatory or compliance purposes and to subcontractors as necessary for the fulfilment of the Services.
- 10.3 The Employer may disclose the relationship with the Training Provider to Apprentices, employees, and stakeholders as necessary.

## **11 Warranties and representations**

- 11.1 Each party warrants and represents that:
- (a) it has full power and authority and all necessary consents to enter into and perform its obligations under the Agreement; and
  - (b) entering into the Agreement does not breach any other agreement or obligation.
- 11.2 The Training Provider warrants that:
- (a) it is registered on the Register of Apprenticeship Training Providers (RoATP) and holds all necessary approvals to deliver the applicable Apprenticeship Standards; and
  - (b) its personnel delivering Services shall be appropriately qualified, experienced, and (where required) subject to DBS checks.
- 11.3 The Employer warrants that:
- (a) each Apprentice has an employment contract of sufficient duration to complete the Apprenticeship including EPA and is on declared PAYE (subject to exceptions for Alternative English Apprenticeships);
  - (b) it pays Apprentices lawful wages complying with national minimum wage and apprentice rate rules;
  - (c) Apprentices meet eligibility requirements (identity/residency, date of birth, 50% working time in England, employment coverage through EPA);

- (d) information provided to the Training Provider and on the Digital Apprenticeship Service is accurate and complete; and
- (e) it has authority to enter into Apprenticeship Agreements with Apprentices.

11.4 The Training Provider's obligations under the Agreement are obligations to exercise reasonable skill and care, not obligations to achieve specific results or outcomes. The Training Provider does not guarantee and no warranty or representation express or implied is given:

- (a) that any Apprentice will achieve the Apprenticeship Standard;
- (b) specific completion rates or timely achievement percentages (though the Training Provider shall use reasonable endeavours to meet agreed targets);
- (c) specific Ofsted grades or Accountability Framework ratings; or
- (d) that Apprentices will pass End-Point Assessments (which are independently assessed).

Accordingly, the Training Provider does not accept any liability for any failure of the Apprentice to complete their Training, pass any EPA or perform or comply with the terms of their Apprenticeship Agreement nor for any Losses however occasioned arising from the Apprentice undertaking the Apprenticeship.

11.5 To the fullest extent permitted by law, all implied terms, conditions, and warranties are excluded, including those implied by sections 3, 4, and 13 of the Supply of Goods and Services Act 1982.

## 12 Indemnities, liability and insurance

12.1 For the purpose of this clause liability shall mean every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation or otherwise.

12.2 Nothing in the Agreement excludes or limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) unpaid fees and charges properly due under the Agreement; or
- (d) any other liability that cannot be excluded or limited by law.

12.3 The Training Provider shall indemnify the Employer against all Losses it incurs in connection with:

- (a) any breach by the Training Provider of the DfE Rules which apply to its obligations under the Agreement;
- (b) any third party claim arising from wilful misconduct of the Training Provider's personnel; or
- (c) any claim that the use of Training Provider Materials infringes the Intellectual Property Rights of a third party.

12.4 The Employer shall indemnify the Training Provider against all Losses it incurs in connection with:

- (a) any breach by the Employer of the DfE Rules which apply to its obligations under the Agreement;
- (b) employment-related claims by Apprentices (including unfair dismissal, discrimination, wage claims);
- (c) any claim that the use of the Employer Materials infringes the Intellectual Property Rights of a third party; and
- (d) any third party claim arising from the provision of inaccurate information by the Employer to the Training Provider or on the Digital Apprenticeship Service.

12.5 If either party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) under this clause 12, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the applicable indemnity (Indemnity Claim);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Indemnity Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the Indemnity Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the Indemnity Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any Indemnity Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

12.6 Neither party shall be liable to the other for:

- (a) loss of profits, revenue, or business;
  - (b) loss of anticipated savings or business opportunity;
  - (c) loss of goodwill or reputation;
  - (d) loss or corruption of data; or
  - (e) any indirect, consequential, special, or punitive losses or damages;
- even if such losses were foreseeable or the party was advised of their possibility.

12.7 Subject to clause 12.2, each of the Training Provider's and the Employer's liability under or in connection with the Agreement:

- (a) in respect of each claim or series of connected claims shall be limited to the fees paid and payable to the Training Provider for the Services relating to such claims in the 12 months preceding the claim, or, where such Services have not been provided for a period of 12 months when the claim arises, a sum equal to the average fees that would have been paid and payable for such Services during such a 12 month period but for the claim; and
- (b) in the aggregate in respect of all claims shall be limited to £250,000.

12.8 Each party shall take reasonable steps to mitigate any Losses it is entitled to claim under the Agreement.

12.9 The Training Provider shall have no liability for any payment delays caused by the Employer's failure to approve payments or maintain accurate Digital Apprenticeship Service data.

12.10 The Training Provider shall during the Agreement and for at least 2 years following its expiry or termination maintain and provide evidence on request of:

- (a) public liability insurance of at least £10,000,000 per claim;
- (b) professional indemnity insurance of at least £5,000,000 per claim and in the aggregate per annum; and
- (c) employers' liability insurance of at least £5,000,000 per claim and in the aggregate per annum or, if higher, as otherwise required by Applicable Law.

## 13 Variations and change control

13.1 The Employer may increase or decrease the number of Apprentices in each cohort undertaking an Apprenticeship by giving the Training Provider at least 30 days' written notice.

- 13.2 The Training Provider shall use reasonable endeavours to accommodate increases to the number of Apprentices, subject to capacity and resource availability.
- 13.3 Where the Employer wishes to decrease the number of Apprentices in a cohort, it shall pay:
- all fees due for Apprentices who have commenced Training and are being removed from the Apprenticeship; and
  - where such reduction leads to the number of Apprentices in a cohort being less than 12 or such other minimum level agreed by the parties, reasonable cancellation costs for any Apprentices who have not yet commenced Training to reflect the Training Provider's time, effort and costs in preparing to deliver the Training for such Apprentices.
- 13.4 Any adjustment to the Total Negotiated Price which is required as a result of a change in the number of Apprentices undertaking an Apprenticeship must be agreed in writing in accordance with clause 13.11.
- 13.5 Where an Apprenticeship Standard is updated or replaced:
- the parties shall agree in writing whether to:
  - continue on the current version (if permitted by Skills England); or
  - transition to the new version;
  - where the parties agree to transition to the new version of the Apprenticeship Standard, the parties shall:
    - ensure availability of a suitable End-Point Assessment Organisation for the new version;
    - ensure minimum duration requirements are met for all Apprentices;
    - maintain funding band alignment unless negotiated otherwise; and
    - document the agreed changes via an amendment to the Agreement.
- 13.6 Notwithstanding any other provisions of the Agreement, where a change in any requirement of the DfE or Applicable Laws taking effect after the Effective Date including any modification of the DfE Rules is made which the Provider reasonably believes will affect the delivery of an Apprenticeship or the cost of providing the Services (a Mandatory Change):
- the Provider shall notify the Employer within a reasonable period of becoming aware of the Mandatory Change;
  - the parties shall meet to discuss the impact of such Mandatory Changes and any necessary adjustments to Training Plans or Total Negotiated Prices; and
  - the parties shall acting reasonably and in good faith endeavour to agree any amendments to the affected Services as soon as reasonably practicable.
- 13.7 Until such time as any such changes are agreed the Provider will be entitled, without any liability to the Employer, to make any amendments to the Services that it deems reasonably necessary to comply with a Mandatory Change so as to avoid any potential breach of Applicable Law or DfE requirement.
- 13.8 Where the Off-the-Job Training cadence cannot be maintained or other circumstances require a pause in such training:
- the Training Provider shall record a break in learning in the ILR;
  - funding payments shall cease during the break;
  - the parties shall agree a return-to-learning plan and revised end date for the Apprenticeship; and
  - the Training Provider shall re-plan delivery on return and update the Training Plan.
- 13.9 Where an Apprentice's employment transfers to a new employer:
- the current employer shall notify the Training Provider immediately;
  - the Training Provider shall work with the new employer to continue the Apprenticeship (subject to the new employer entering into an agreement with the Training Provider);
  - funding reconciliation shall be completed with the Employer (being the original employer); and
  - the Employer (being the original employer) remains liable for all fees incurred up to the date the Apprentice's employment transferred to the current employer.
- 13.10 Where an Apprentice is made redundant:
- the Employer shall notify the Training Provider immediately;
  - the Training Provider may continue to claim Funding (which shall be deducted from the Employer's Digital Account): (i) to completion if the Apprentice finds a new Employer and completes the Apprenticeship within 12 weeks of redundancy; or (ii) for up to 12 weeks while the Apprentice seeks a new employer;
  - the Training Provider shall support the Apprentice to find a new employer and complete the Apprenticeship; and
  - the Training Provider shall document part-completion and issue transcripts of achievement where full completion is not possible.
- 13.11 No variation of or amendment to the Agreement shall be effective unless:
- made in writing (in a formal amendment or variation notice) signed by authorised representatives of the parties; and
  - reflected in updates to the ILR where such variation affects the Total Negotiated Price, duration, or Apprenticeship Standard.
- ## 14 Termination
- 14.1 The Agreement will commence on the Effective Date and will continue, subject to earlier termination in accordance with the remainder of this clause 14, until terminated by the Training Provider or the Employer on 90 days' written notice.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement immediately by written notice if:
- the other party commits a material breach and if such breach is capable of remedy, fails to remedy it within 21 days of written notice specifying the breach and requiring remedy;
  - the other party commits repeated breaches (whether or not remedied) demonstrating inability or unwillingness to comply with the Agreement;
  - the DfE suspends or terminates the Training Provider's funding contract;
  - the Training Provider is subject to intervention measures by the DfE preventing delivery of the Services; or
  - action by Ofsted or any other applicable regulatory body prevents the continuation of the Apprenticeships.
- 14.3 Without affecting any other right or remedy available to it, the Training Provider or the Employer may terminate the Agreement immediately by written notice if the other party:

- (a) is unable to pay its debts as they fall due;
  - (b) enters into administration, liquidation, receivership, or similar insolvency process;
  - (c) makes a composition or arrangement with creditors; or
  - (d) ceases or threatens to cease carrying on all or a substantial part of its business.
- 14.4 Without affecting any other remedy available to it, the Training Provider may terminate the Agreement if the Employer:
- (a) fails to pay any undisputed sums for more than 45 days after written notice;
  - (b) suffers such a deterioration of its financial position as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or
  - (c) undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.5 Without affecting any other remedy available to it, the Employer may terminate any affected Services on 60 days' written notice if the Training Provider fails to meet any Performance Targets for those Services for 2 consecutive review periods (or such other period agreed by the parties) and:
- (a) the Training Provider fails to implement an effective remediation plan, or
  - (b) performance does not improve to the agreed minimum level for any Performance Target within the agreed remediation period.
- 14.6 The expiration or termination of the Services in respect of a particular Apprentice for any reason shall not affect the Agreement as a whole or any other Services in place between the parties.

## 15 Consequences of termination

- 15.1 Save as provided in the remainder of this clause 15, each party's rights, liabilities and obligations under the Agreement shall cease upon its termination or expiration.
- 15.2 Each party's accrued rights and liabilities and the rights and obligations of each party that are expressly or by implication intended to come into force upon, or remain in force following, the termination or expiration of the Agreement (including under clauses 6 (Fees, payment and funding mechanisms), 7 (Intellectual Property Rights), 8 (Data ownership and processing), 9 (Confidentiality), 12 (Indemnities, liability and insurance), 15 (Consequences of termination), 17 (Dispute resolution), 19 (General provisions) and 21 (Governing law and jurisdiction)) shall survive any termination or expiration of the Agreement.
- 15.3 Upon termination of the Agreement:
- (a) the Training Provider shall (at the Employer's election):
    - (i) continue to provide the Services so as to complete training for Apprentices who have reached Gateway or are within 3 months of planned completion; or
    - (ii) provide such assistance as is reasonably required by the Employer to transfer the Apprentice to an alternative Training Provider, including by providing a copy of the ILR for each Apprentice who is transferring;
  - (b) the Funding shall cease as soon as the Services stop;
  - (c) the Employer shall be liable to pay all fees due for Services delivered up to termination, and the Training Provider to refund any fees paid for Services not delivered (to the extent recoverable from Funding). The Training Provider and Employer shall as soon as reasonably possible reconcile any Funding and Co-Investment Funding in accordance with the DfE Rules. Any overpayments that have been made by one party to the other shall be repaid within 30 days of completion of such reconciliation.

- (d) the Training Provider shall update all ILRs to reflect termination of the Agreement; and
- (e) each party shall return or destroy the other party's Confidential Information in accordance with clause 9.

## 16 Force Majeure

- 16.1 Neither party shall be liable for failure or delay in performing its obligations under the Agreement due to events beyond its reasonable control, including:
- (a) acts of God, natural disasters, epidemics, pandemics;
  - (b) war, terrorism, civil unrest;
  - (c) government action, legislation, or regulation preventing performance;
  - (d) failure of utilities, telecommunications, or transport networks; or
  - (e) industrial action (not involving the party's own employees)
- (each a **Force Majeure Event**).
- 16.2 The affected party shall:
- (a) notify the other party promptly of the Force Majeure Event;
  - (b) use reasonable endeavours to mitigate the effects and resume performance; and
  - (c) keep the other party informed of expected duration.
- 16.3 If the Force Majeure Event continues for more than 60 days, either party may terminate the affected Services or, if all Services are affected, the Agreement on written notice without penalty.
- 16.4 Force Majeure Events do not excuse payment obligations for Services already delivered.

## 17 Dispute resolution

- 17.1 If a dispute arises between the parties, the parties shall attempt to resolve the dispute through the following escalation:
- (a) The affected party shall notify the other party of the dispute in writing (**Dispute Notice**).
  - (b) The parties' operational managers shall meet within 5 Business Days of receiving the notice of the dispute and negotiate in good faith.
  - (c) If the parties cannot resolve the dispute within 10 Business Days of the Dispute Notice, the dispute shall be escalated to senior executives (Director level or above). Senior executives shall meet within 10 Business Days and negotiate in good faith.
  - (d) If the senior executives are unable to resolve the dispute, either party may refer the dispute to mediation, conducted by a single mediator appointed by CEDR (Centre for Effective Dispute Resolution) and conducted in accordance with CEDR Model Mediation Procedure. The parties shall share mediation costs equally.
  - (e) If mediation does not resolve the dispute within 30 Business Days (or if the parties agree mediation is inappropriate), either party may commence court proceedings. Mediation does not preclude court proceedings for urgent interim relief.
- 17.2 Unless otherwise agreed, the parties shall continue to perform their obligations under the Agreement during dispute resolution (subject to termination rights and suspension rights for non-payment).

## 18 Assignment and subcontracting

- 18.1 The Employer shall not assign, subcontract or otherwise transfer the Agreement or the benefits or obligations under it without the prior written consent of the Training Provider, such consent not to be unreasonably withheld or delayed.

- 18.2 Subject to clause 18.3 the Training Provider shall be entitled to assign, subcontract or otherwise transfer the Agreement or the benefits or obligations under them on prior written notice to the Employer.
- 18.3 The Training Provider may subcontract delivery of the Services provided: (i) subcontractors meet RoATP and DfE Rules requirements; (ii) the Employer has approved such subcontracting arrangements (such approval not to be unreasonably withheld or delayed); and (iii) the Training Provider remains fully liable for the subcontractor's performance.

## 19 General provisions

- 19.1 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 19.2 The Agreement contains all the terms agreed by the Employer and the Training Provider and supersedes any previous agreements, understandings, or arrangements, whether spoken or written, about these matters. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the Employer or the Training Provider prior to the Agreement except as set out in the Agreement. The Training Provider and the Employer acknowledge and accept that, in entering into the Agreement, it has not relied upon any representation, undertaking or promise except as set out in the Agreement.
- 19.3 If any part of the Agreement becomes illegal or invalid, the parts of the Agreement which are not illegal or invalid shall remain in force to the fullest extent permitted by Applicable Law.
- 19.4 Failure or delay of either party to enforce any part of the Agreement shall not affect that party's rights to enforce the same part later (or on a separate occasion) or the rest of the Agreement.
- 19.5 The Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one agreement. Electronic signatures shall be valid.

## 20 Notices

- 20.1 Notices under the Agreement shall be in writing and delivered to the address and for the attention of the persons specified in the Key Terms Sheet: (i) by hand (effective on delivery); (ii) by first-class post (effective 48 hours after posting); or (iii) by email (effective at time of transmission during business hours (being 09:00 to 17:00 (BST/GMT) on Business Days), or 9am (BST/GMT) on the next Business Day if sent outside business hours).
- 20.2 Either party may change its notice details by written notice to the other party.

## 21 Governing law and jurisdiction

- 21.1 The Agreement and any disputes arising from it shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## 22 Definitions and Interpretation

- 22.1 In the Agreement, the following terms have the following meanings:

**Alternative English Apprenticeships:** where an Apprentice is not directly employed by the Employer and funded by alternative means including Apprentices who have been made redundant but remain eligible to continue their Apprenticeship, certain office holders including police constables working for an English police force and ministers or trainee ministers of a religious denomination, individuals

taking part in the portable flexi-job apprenticeship pilot and prisoners in her HM Prison Services.

**Applicable Law:** any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which the Employer or the Training Provider is bound to comply.

**Apprentice:** an individual employed by the Employer under an Apprenticeship Agreement to undertake an Apprenticeship.

**Apprenticeship:** a skills development programme leading to achievement of an approved Apprenticeship Standard, comprising Training, Off-the-Job Training, and End-Point Assessment.

**Apprenticeship Agreement:** the written agreement between the Employer and Apprentice which shall at a minimum specify the Apprenticeship Standard, start and end dates, practical period duration and planned Off-the-Job Training hours for that Apprentice.

**Apprenticeship Levy:** the tax payable by any qualifying employer pursuant to Part 6 of the Finance Act 2016 for the purpose of funding apprenticeship training; the current rate of such tax being 0.5% of a qualifying employer's annual pay bill.

**Apprenticeship Standard:** an approved standard published by Skills England for an Apprenticeship, specifying occupational competencies, knowledge, skills, and behaviours.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Co-Investment Funding:** where an Employer is not Levy Funded, the Funding provided by the DfE through the Employer's Digital Account towards the Total Negotiated Price for an Apprenticeship calculated in accordance with clause 6.9.

**Commencement Date:** the date on which Services agreed by the parties in accordance with clause 1.4 shall take effect as set out in the applicable Commitment Statement.

**Commitment Statement:** the tripartite agreement between the Training Provider, Employer, and Apprentice setting out how the Apprenticeship will be delivered, roles and responsibilities, and support arrangements.

**Confidential Information:** all information (however recorded or preserved) that one party discloses (**discloser**) or makes available to the other party (**receiver**) in connection with the Agreement and which would be regarded as confidential by a reasonable business person, including commercial terms, pricing, and business strategies, proprietary methodologies and know-how, personal data relating to the Apprentices or any other information of a confidential nature relating to the other party's operations, products, processes, trade secrets or know-how.

**Data:** the Training Provider Data and/or the Employer Data, as applicable.

**Data Protection Laws:** all applicable privacy and data protection laws relating to the processing of personal data and the privacy of electronic communications including the EU GDPR, the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

**DfE:** the Department for Education or such replacement body as may be established from time to time.

**DfE Rules:** the Apprenticeship funding rules, and performance management rules published by the DfE, as amended from time to time.

**Digital Account:** the Employer's digital account on the Digital Apprenticeship Service.

**Digital Apprenticeship Service:** the government's online platform for managing Apprenticeship levy funds, approving training providers, and authorising payments.

**Employer Co-investment:** where an Employer is not Levy Funded, the co-investment sum payable by the Employer towards the Total Negotiated Price for an Apprenticeship as calculated in accordance with clause 6.9.

**Employer Data:** any data (including any personal data relating to the Apprentices and other staff of the Employer), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to the Training Provider by or on behalf of the Employer, or which the Training Provider is required to generate, process, store or transmit pursuant to the Agreement.

**End-Point Assessment or EPA:** the independent assessment at the end of the Apprenticeship to test occupational competence against the Apprenticeship Standard, conducted by an EPA Organisation.

**EPA Organisation or EPAO:** an organisation on the Register of EPAOs approved to deliver EPA for the relevant Apprenticeship Standard.

**Funding:** the funding paid to the Training Provider by the DfE on behalf of the Employer towards the cost of Training and End-Point Assessments for Apprenticeships. Such funding may be Levy Funding or Co-Investment Funding.

**Funding Band Maximum:** the upper limit of Funding for an Apprenticeship Standard as set by Skills England.

**Gateway:** the period between an Apprentice finishing Training and undertaking an End-Point Assessment when the Apprentice gets ready for assessment.

**Individual Learning Plan:** the personalised plan prepared by the Training Provider setting out the Apprentice's learning objectives, delivery schedule, progress milestones, and assessment Gateway criteria.

**Individualised Learning Record or ILR:** the data return used to formally record and evidence an Apprentice's participation, progress and achievement on an Apprenticeship which meets the requirements of the [Individualised Learner Record \(ILR\) - GOV.UK](#).

**Insufficient Funds:** where an Employer has insufficient Funding in its Digital Account to cover any sums owed in the calendar month the Training Provider invoices the Employer for the Service or a payment is otherwise due.

**Intellectual Property Rights:** patents, utility models, rights to Inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

**Key Terms Sheet:** the cover sheet attached to these Terms (or which refers to them) agreed by the Training Provider

and the Employer and which sets out the key commercial terms relating to the Agreement.

**Levy Funding:** where the Employer is liable to pay the Apprenticeship Levy, the Funding provided by the DfE through the Employer's Digital Account; and **Levy Funded** shall mean funded in whole or part by Levy Funding.

**Losses:** all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands.

**Off-the-Job Training or OTJT:** learning which is undertaken during the Apprentice's normal working hours for the purpose of achieving the Apprenticeship Standard, meeting the minimum hours published for the Standard (subject to recognition of prior learning adjustments), and documented on the Apprenticeship Agreement and Training Plan.

**Ofsted:** the Office for Standards in Education, Children's Services and Skills or such replacement body as may be established from time to time.

**Performance Targets:** the performance standards for the Services (if any) agreed between the parties from time to time.

**personal data:** has the meaning given to such terms in the UK GDPR.

**Recognition of Prior Learning or RPL:** certified prior learning, qualifications, or experience that reduces the required Off-the-Job Training hours and price proportionally.

**Register of EPAOs:** the register of End-Point Assessment Organisations which forms part of the Apprenticeship Training Provider and Assessment Register, each of which are managed and maintained by the DfE.

**Skills England:** the executive agency sponsored by the UK Department for Work and Pensions which replaced the Institute for Apprenticeships and Technical Education on 1 June 2025 and is responsible for assessing skills needs, guiding training and managing new skills levies to boost economic growth in the UK, or such replacement body as may be established from time to time to lead.

**Total Negotiated Price or TNP:** the agreed price for the Apprenticeship which shall be calculated in accordance with clause 6.

**Training:** the delivery of training (including Off-the-Job Training) and on-programme assessment by the Training Provider to one or more Apprentices.

**Terms:** these Terms of Apprenticeship Services.

**Training Plan:** the documented plan for each Apprentice which detail, amongst other things the total planned Off-the-Job Training hours; the delivery model and content mapping; the roles and responsibilities of the Training Provider, Employer, and Apprentice; the frequency and timings of progress reviews; EPAO details (to be confirmed at least 6 months before planned end date); and complaints process and escalation routes which shall form part of the Apprenticeship Agreement.

**Training Provider Data:** any data (including any personal data relating to the Training Provider's staff, suppliers or contractors), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to the Employer by or on behalf of the Training Provider.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- VAT:** value added tax or any equivalent tax chargeable in the UK.
- 22.2 Any capitalised terms in the Key Terms Sheet shall have the same meaning in these Terms.
- 22.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 22.4 A reference to writing or written includes email but excludes fax.
- 22.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.