

## SCHEDULE 1: SPECIFICATION & MONITORING

### APPRENTICESHIPS CARRY-IN SPECIFICATION

#### Definitions

<b>“Funding Rules”</b>	<p>Means</p> <p>Funding Model 35  <a href="https://www.gov.uk/government/publications/apprenticeship-framework-funding-rules">https://www.gov.uk/government/publications/apprenticeship-framework-funding-rules</a></p> <p>Funding Model 36  <a href="https://www.gov.uk/guidance/apprenticeship-funding-rules">https://www.gov.uk/guidance/apprenticeship-funding-rules</a></p> <p>Funding Model 81  <a href="https://www.gov.uk/government/publications/apprenticeship-standards-funding-rules">https://www.gov.uk/government/publications/apprenticeship-standards-funding-rules</a></p>
<b>“Funding Model 35”</b>	All ESFA funded apprenticeship framework programmes started before 1 May 2017 are recorded on Funding Model 35 on the ILR
<b>“Funding Model 36”</b>	All ESFA funded apprenticeship programmes started on or after 1 May 2017 are recorded on Funding Model 36 on the ILR; this includes frameworks and standards
<b>“Funding Model 81”</b>	All funded apprenticeship standards programmes started before 1 May 2017 are recorded on Funding Model 81 on the ILR
<b>“Funding Rates &amp; Formula”</b>	<p>Means</p> <p>Funding Model 35 and Funding Model 81  <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/510260/Funding_rates_and_formula_2016_to_2017_v2.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/510260/Funding_rates_and_formula_2016_to_2017_v2.pdf</a></p> <p>Funding Model 36  <a href="https://www.gov.uk/government/publications/apprenticeship-technical-funding-guide">https://www.gov.uk/government/publications/apprenticeship-technical-funding-guide</a></p>
<b>“Learning Aim Reference Service”</b>	<p>Means</p> <p><a href="https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx">https://hub.fasst.org.uk/Learning%20Aims/Pages/default.aspx</a></p> <p>Means general, technical, and non-regulated learning as defined in the Funding Rules and associated documents.</p>

<b>“Off the Job Training Policy”</b>	Means <a href="https://www.gov.uk/government/publications/apprenticeships-off-the-job-training">https://www.gov.uk/government/publications/apprenticeships-off-the-job-training</a>
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### **Summary of Service**

1. An apprenticeship is a job with an accompanying skills development programme. Through their apprenticeship, learners gain the technical knowledge, practical experience and wider skills they need for their immediate job and future career. This is gained through a wide mix of learning in the workplace, formal off-the-job training and by the opportunity to practice new skills in a real work environment.
2. Apprenticeships carry-in supports delivery of apprenticeship frameworks or apprenticeship standards for learners who started their apprenticeship:
  - a. before 1<sup>st</sup> May 2017 or;
  - b. between 1<sup>st</sup> May 2017 and 31<sup>st</sup> March 2018 with non-levy paying employers;
3. Apprenticeship frameworks commenced before 1<sup>st</sup> May 2017 are funded via Funding Model 35 on the ILR.
4. Apprenticeship standards commenced before 1<sup>st</sup> May 2017 are funded via Funding Model 81 on the ILR through the trailblazer pilot.
5. All Apprenticeships commenced on or after 1<sup>st</sup> May 2017 are funded via Funding Model 36 on the ILR.
6. These apprenticeships do not include procured higher level apprenticeships.
7. Funding is for the 2019 to 2020 Funding Year.
8. New Learner starts are prohibited under this Agreement, unless they are legitimately restarts according to the funding rules and technical guidance.
9. The legal basis for this Service is 100 (1A) Apprenticeships, Skills, Children, and Learning Act 2009.

### **Service Commencement and Duration**

10. Apprenticeships Carry-in Services Start Date: 1<sup>st</sup> August 2019.
11. Apprenticeships Carry-in Expiry Date: 31<sup>st</sup> October 2020 (for final data submission).

## **Service Requirements**

### Recruitment

12. The «ProviderTerm» will not recruit new Learners to this Service.
13. Subject to budget availability funding for Learners with a qualification end date after 31<sup>st</sup> July 2020 will be made available in a subsequent agreement.

### Outputs

14. The «ProviderTerm» will deliver the eligible Apprenticeships from the Learning Aims Reference Service as set out in the Funding Rules and, where appropriate, to the requirements set by the Awarding Organisations and Institute for Apprenticeships between 1<sup>st</sup> August 2019 and 31<sup>st</sup> July 2020.
15. The «ProviderTerm» will take steps to ensure as many Learners as possible complete their programme. The Department will monitor the achievement rate.
16. The «ProviderTerm» will take steps to ensure they spend the allocated funding in the Funding Year.
17. The «ProviderTerm» will maintain evidence of the delivery of the Service as set out in the Funding Rules.
18. The «ProviderTerm» must deliver the of-the-job-training as set out in the Funding Rules and off-the-job training policy.
19. In addition to the obligations set out in Clause 30, Assignment and Sub-contracting, the «ProviderTerm» will adhere to the additional obligations in the Funding Rules.
20. Documents to evidence Apprenticeship delivery used for European Social Fund (“ESF”) match funding must be retained by the «ProviderTerm» for a minimum of three years after the European Commission has made its final payment. For 2014-20 ESF Programme this is until at least 31<sup>st</sup> December 2030.
21. The «ProviderTerm» must follow the ESF match funding rules as set out in the Funding Rules.
22. Confirmation of the document destroy date will be notified in writing by the Department. Without prejudice to any of the other rights under the Agreement to recover Funds, the Department will be entitled to recover from the «ProviderTerm» any sums which it is required to repay to the ESF as a result of the «ProviderTerm»’s failure to comply with paragraphs 19 and 20 in this Schedule.
23. The «ProviderTerm» must provide high quality and easily accessible information and advice in helping individuals to understand the opportunities and support available to them about education, training or connected matters (including employment);

- a. Where one of the main objectives of the Provision to be provided under this Agreement is to deliver information and advice, the «ProviderTerm» will have to have or attain the matrix Standard accreditation within the funding year; and
  - b. If the information and advice is embedded as part of the delivery of the Provision, the «ProviderTerm» must work towards achieving the matrix Standard accreditation within the funding year.
  - c. Where the Provision is delivered by a sub-contractor on behalf of the «ProviderTerm», the requirements set out in sub-paragraphs 23.a and 23.b must be applied to the sub-contractor. This does not apply where the «ProviderTerm» retains responsibility for the delivery of information and advice to the Learners.
  - d. Once achieved, matrix Standard accreditation is valid for three years. As part of their accreditation, the «ProviderTerm» is required to successfully demonstrate their continuous improvement activities to their matrix Assessor using the online Self-Assessment Tool <https://matrixstandard.com/self-assessment-tool/> on an annual basis.
24. The «ProviderTerm» will support eligible Learners by using Learning Support and Exceptional Learning Support where applicable as set out in the Funding Rules.
25. In delivering the Provision, the «ProviderTerm» will comply with the Funding Rules.
26. The «ProviderTerm» must ensure that the Learner spends at least 50% of their working hours in England.
27. The «ProviderTerm» will deliver the Service in a way that ensures:
- a. Value for money;
  - b. The protection of public funds;
  - c. The effective delivery of a high-quality service for Learners appropriate to their needs; and
  - d. Meets the public benefit test.

#### Apprenticeship Carry-in Provision Administration

28. Where the Service is continued from the 2018 to 2019 Funding Year, the «ProviderTerm» must migrate data for continuing learners from 2018 to 2019 ILR to the 2019 to 2020 ILR. The «ProviderTerm» must submit this data in the first ILR data return for 2019 to 2020, as set out in Appendix B – Migration Specification of the ILR specification 2019 to 2020.
29. The «ProviderTerm» will submit Learner Data to the Department to comply with Clause 21, Submission of Learner Data of the Agreement.
30. The «ProviderTerm» must complete the Learner's Apprenticeship on or before the planned end date in the data submitted in the ILR. Where the «ProviderTerm» misses this date, the Department may consider this a Minor

Breach of the Agreement.

31. The «ProviderTerm» must keep the Department informed of any changes to their bank details.

The Department

32. The Department will monitor the Provision as set out in Schedule 1B, Apprenticeship Carry-in Monitoring.
33. The Department will pay for the Provision as set out in Schedule 2: Payment, Apprenticeship Carry-in.
34. The Department will pay for Exceptional Learning Support as set out in Schedule 2: Payment - Apprenticeship Carry-in.

## **SCHEDULE 1B: MONITORING**

### **APPRENTICESHIP CARRY-IN MONITORING**

#### **Monitoring of ILR Submission**

1. The Department will monitor and review the data submitted under Clause 21, Submission of Learner Data of this Agreement to ensure that payments are made in accordance with the requirements set out in “Financial Assurance: Monitoring the funding rules for apprenticeships and adult skills”.
2. The Department will publish monitoring reports via submit learner data <https://submitlearnerdatabeta.fasst.org.uk/>. The «ProviderTerm» must access the monitoring reports every month and amend any errors for the next submission by taking the actions specified in the report user guide. Failure to amend the data as required will constitute a Minor Breach of Agreement in accordance with Clause 34 of the Agreement.
3. If served with notice of a breach, the «ProviderTerm» must correct data or supply the Department with evidence within the period specified in the notice. This evidence can include digital copies of documents such as Learner files, commitment statements or employer declarations. Annotated spreadsheets or notes are not acceptable as evidence.
4. Where data is incorrect in the final data submission of the funding year the Department will recover the payments associated with the incorrect data.

#### **Apprenticeship Carry-in Performance Management**

5. The Department will review the performance of the Services as set out in the Apprenticeship Performance Management Rules. Where the performance of the Service is below the published tolerances and thresholds, the Department will reduce the contract Allocation in line with the Apprenticeship Performance Management Rules.

#### **Apprenticeships Carry-in Reconciliation**

6. The Department will restrict payment under this Agreement against the Financial and Funding Years set out in Schedule 2: Payment, Apprenticeships Carry-in.
7. Where the delivery within a Financial Year fails to meet the delivery profile or where the delivery within a Financial Year would result in the overall contract Allocation being exceeded, the Department reserves the right at its absolute discretion to vary the Agreement accordingly to balance funding and delivery in the respective years by means of a variation (i.e. “paying for capping”).
8. Reconciliation payments or recoveries may extend beyond the Agreement.

## Minimum Standards

9. The Department may, at any time during the Agreement, undertake an assessment of the quality and delivery of the Services which may include analysis of performance against the national minimum quality standards, as published by the Department and/or the Department on GOV.UK 'Qualification achievement rates and minimum standards'.
10. The Department will use data reported in the 2018 to 2019 Academic Year and prior years to measure performance against the National Minimum Standards for the 2019 to 2020 Funding Year and will use this as an indicator of the quality and delivery of the Services by the «ProviderTerm».
11. Where the Department assesses that the Services, in whole or in part, fall below the Minimum Standards, the Department may, in its absolute discretion, take one or more of the following actions:
  - a. require the «ProviderTerm» to, and the «ProviderTerm» must, accept and comply with additional contract obligations relating to the improvement of the Provision. These obligations will apply until the «ProviderTerm» can demonstrate the required improvement to the Department's satisfaction; and/or
  - b. require the «ProviderTerm» to inform the employer of any Learner that the Department assesses that the Services, in whole or in part, fall below the Minimum Standards; and/or
  - c. require the «ProviderTerm» to suspend the recruitment of Learners to, and/or to cap any growth in, those Learning Programmes which are identified as below the Minimum Standards; and/or
  - d. give consideration to the Services which are below the Minimum Standards in its allocations when finalising the amount of Funding in any subsequent Agreement between the Parties; and/or;
  - e. reduce, suspend or recover payment to the «ProviderTerm» in respect of that part of the Services to which the failure to meet the Minimum Standards relate; and/or
  - f. terminate this Agreement in accordance with Clause 35 (Termination) in full, or that part of the Services failing to meet the Minimum Standards.
12. The failure of the «ProviderTerm», as assessed by the Department, to comply with any requirements of sub-paragraphs 11.a to 11.e within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Clause 35 (Termination).

## **SCHEDULE 2: PAYMENT**

### **APPRENTICESHIPS CARRY-IN**

1. The «ProviderTerm» will submit ILR Learner data monthly, and, where appropriate, the Earning Adjustment Statements monthly, as set out in Clause 21, Submission of Learner Data, of the Agreement.
2. Using validated ILR and EAS data, the Department will calculate the value of the «ProviderTerm»'s earnings for the Funding Year to-date by the methods set out in the Funding Rates & Formula documents. The Department will pay any unpaid earnings where the cumulative earnings do not exceed the Funding Year or Financial Year allocations, as set out in the Funding Agreement.
3. Under Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by the Department and the supply by the person providing that education or vocational training, of any goods or services essential to that provision, is considered to be an exempt supply for VAT purposes. The Department is generally unable to recover any Value Added Tax charged. The maximum Funding payable under this Agreement, as set out in the Funding Agreement of this Schedule is inclusive of all of the costs of the Service including, but not limited to, and any other VAT or taxes to be charged, where they apply.
4. The Department will pay the «ProviderTerm» on the 14<sup>th</sup> Working Day of each month.

### **Adult Exceptional Learning Support**

5. The «ProviderTerm» must submit a planned claim for Exceptional Learning Support at the start of the Funding Year in line with the process and eligibility set out in the relevant Funding Rules. The «ProviderTerm» must not incur costs until the planned claim for support has been approved by the Department.
6. The Department will only fund planned claims agreed before the end of the Funding Year, 31<sup>st</sup> July 2020.
7. The Department will only pay final claims that meet the eligibility requirements in the relevant Funding Rules and are received by the Department before the claim deadline of 31<sup>st</sup> October 2020.
8. The Department will pay final claims on the 14<sup>th</sup> Working Day of December 2020.

### **Funding Agreement**

9. The following Funding Agreement sets out the funding available for this Service.