

Contract for Services

Table of changes 2012-13

May 2012

Of interest to Providers; Local Authorities and Colleges who have funding from the Skills Funding Agency

Contract for Services

Table of changes 2012-13

Throughout the document “Funding Requirements 2011/12” replaced throughout by “Funding Rules 2012/13”

The following clauses have also been updated for 2012/13:-

2011/12 Clause Reference	2011/14 Clause Reference	Nature of Change	2012/13 Revised Clause
	1.8	Added	“Register of Training Organisations” means the register maintained by THE CHIEF EXECUTIVE of organisations qualified to receive funding from THE CHIEF EXECUTIVE.
1.8	1.9	No change in narrative	“Services” means the services to be provided as specified in the Contract.
1.9	1.10	No change in narrative	“Specification” means the documents setting out THE CHIEF EXECUTIVE requirements for the Services to be provided under this Contract.
5.1	5.1	Amended	Where THE CONTRACTOR sub-contracts or intends to sub-contract any duties or obligations arising out of this Contract THE CONTRACTOR must provide THE CHIEF EXECUTIVE with details of all sub-contractors bi annually by fully and accurately completing the Declaration of Subcontractors form in accordance with the deadline set out in the Funding Rules. If THE CONTRACTOR is not sub-contracting then a nil return must be received by the deadline date. THE CONTRACTOR must notify THE CHIEF EXECUTIVE of any within year changes to its sub-contractors. THE CHIEF EXECUTIVE reserves the right to require THE CONTRACTOR not to enter into or to terminate any sub-contract to deliver the Services under this Contract.
5.4	5.4	Amended	Where THE CONTRACTOR has sub-contracted any duties or obligations arising out of this Contract, THE CONTRACTOR shall ensure that there is in place a legally binding sub-contract and send copies of the sub-contract to THE CHIEF EXECUTIVE if requested in writing to do so. Where THE CONTRACTOR enters into a sub-contract for the purpose of performing the Contract, THE CONTRACTOR shall ensure that the sub-contract includes any terms specified in the Funding Rules.
	5.7	Added	THE CONTRACTOR must seek the approval of

			THE CHIEF EXECUTIVE where it has not previously used sub-contractors and wishes to do so. This approval must be sought before awarding any services under this contract to a sub-contractor that is new to THE CONTRACTOR.
5.7	5.8	No change in narrative	THE CONTRACTOR may not assign any duties or obligations under this Contract without the consent of THE CHIEF EXECUTIVE.
5.8	5.9	Amended	THE CONTRACTOR must notify THE CHIEF EXECUTIVE if there is a change in its name and/or ownership. THE CHIEF EXECUTIVE reserves the right to terminate the Contract if they consider in their absolute discretion that the change in ownership would prejudice THE CONTRACTOR'S ability to deliver the Services.
8.1	8.1	Revised	THE CONTRACTOR shall ensure so far as reasonably practicable that learning takes place in safe, healthy and supportive environments, which meet the needs of learners. THE CONTRACTOR shall provide information to THE CHIEF EXECUTIVE, as and when specifically requested, to give assurance that adequate arrangements exist for learner health safety and welfare.
8.2	8.2	Revised	Where part of the learning takes place in an environment outside the direct control of THE CONTRACTOR, THE CONTRACTOR shall take all reasonable steps to ensure that adequate arrangements are in place to ensure the health and safety of Learners.
8.2.1-8.2.9		Deleted	
8.7.1	8.7.1	Amended	informing the CHIEF EXECUTIVE'S representative by telephone or email immediately THE CONTRACTOR becomes aware of the event; and
8.7.2		Deleted	
12.4.3	12.4.3	Amended	provide a copy of THE CONTRACTOR'S latest audited Accounts and submit further copies of the audited Accounts as they become available;
17.2.3	17.2.3	Amended	to support payments to be made;
18.4	18.4	Amended	THE CONTRACTOR shall continuously seek to improve the Services and raise standards to benefit the Learner. THE CONTRACTOR shall have the primary responsibility for improving standards and will need to demonstrate to THE CHIEF EXECUTIVE satisfaction that it has an effective quality assurance system based on annual self-assessment and the implementation

			of its own quality improvement process. THE CHIEF EXECUTIVE reserves the right to require THE CONTRACTOR to provide THE CHIEF EXECUTIVE or OFSTED evidence to support the statements made in THE CONTRACTOR's self assessment report and quality improvement processes.
18.5		Deleted	
18.6	18.5	Revised	<p>18.5. THE CONTRACTOR shall use all reasonable endeavours to:</p> <ul style="list-style-type: none"> 18.5.1 minimise drop out rates and deliver high completion and achievement rates, and appropriate progression; 18.5.2 at least meet the minimum quality standards that apply to the appropriate Services purchased. These minimum quality standards and other types of underperformance will be set out by THE CHIEF EXECUTIVE; 18.5.3 ensure competent and appropriately qualified staff deliver and assess learning. THE CONTRACTOR shall be responsible for the professional development and training of its staff; 18.5.4 offer equality of access to learning opportunities and close equality gaps in learning and outcomes; 18.5.5 provide a safe, healthy and supportive environment, which meets the needs of Learners; 18.5.6 provide good management and leadership of the learning process; 18.5.7 deliver value for money and financial probity; and 18.5.8 ensure all sub-contractors

			delivering Services under the Contract on behalf THE CONTRACTOR comply with the requirements set out in 18.5.1 to 18.5.7 above.
18.7	18.6	Revised	Failure to meet the requirements set out in clauses 18.5.1 to 18.5.8 may result in THE CHIEF EXECUTIVE assessing THE CONTRACTOR to be in Serious Breach of the Contract under clause 21 of the Contract.
18.8	18.7	Revised	<p>THE CHIEF EXECUTIVE may assess the quality and delivery of the Services and THE CONTRACTOR'S compliance with the requirements in clause 18.5.1 to 18.5.8 during the term of the Contract. THE CONTRACTOR will be informed of the outcome of that process. Where THE CHIEF EXECUTIVE assesses THE CONTRACTOR to be in Serious Breach of Contract following such assessment THE CHIEF EXECUTIVE will issue a notice in accordance with clause 21.9 of the Contract which may:</p> <p>18.7.1 require THE CONTRACTOR to meet improvement indicators to improve the quality of its Services. THE CHIEF EXECUTIVE will meet with THE CONTRACTOR to discuss and reach agreement on implementation of these actions and improvement indicators and to agree arrangements for monitoring and reviewing progress. In such cases reviews will take place at the frequency specified by THE CHIEF EXECUTIVE and in agreement with THE CONTRACTOR;</p> <p>18.7.2 agree detailed improvement plans and measures that set out clearly the expected timescale for improvement;</p> <p>18.7.3 agree arrangements for more frequent monitoring of quality improvement plans;</p>
18.9	18.8	No change	THE CHIEF EXECUTIVE may at their discretion

		in narrative	agree a programme of support for THE CONTRACTOR to assist it in taking action to improve the quality of the Services.
18.10	18.9	Revised	When THE CONTRACTOR receives notification from OFSTED that it's Services (including leadership and management) is to be inspected, THE CONTRACTOR shall provide THE CHIEF EXECUTIVE with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of OFSTED.
18.11		Deleted	
18.12	18.10	Revised	Where OFSTED has, following an inspection, assessed THE CONTRACTOR'S Leadership and management as inadequate, THE CONTRACTOR should not take any steps to sub-contract any of the Services under this Contract or extend any existing sub-contracting arrangements until THE CHIEF EXECUTIVE is satisfied that action has been taken to remedy the weaknesses identified by the inspection.
18.13	18.11	No change in narrative	Where all or any part of the Services (including leadership and management) delivered under this part of the Contract is assessed by the Inspectorates as inadequate, THE CHIEF EXECUTIVE will regard THE CONTRACTOR as being in Serious Breach of the Contract, and the provisions set out at Clause 18.7 will apply
18.14	18.12	No change in narrative	Where THE CONTRACTOR sub-contracts any part of the Services under this Contract, THE CONTRACTOR must ensure that the sub-contractor is able to meet the minimum quality standards and any other quality threshold required by THE CHIEF EXECUTIVE or identified through and inspection by OFSTED. THE CHIEF EXECUTIVE may request evidence from THE CONTRACTOR that the Services delivered by the sub-contractor meet the requirements of the Contract.
18.15		Deleted	
18.16	18.13	No change in narrative	Where appropriate, THE CONTRACTOR shall confirm in writing to THE CHIEF EXECUTIVE that their Centre Approval Status is still current. The written statement will need to confirm approved centre status for the specific National Vocational Qualification titles and levels, including awarding body name(s).
18.17	18.14	Revised	THE CONTRACTOR shall for those staff

			delivering the services be responsible for their professional development and training and meeting any legal requirements to ensure that they are appropriately qualified and trained. THE CONTRACTOR will ensure that its staff are trained in accordance with the Further Education Teachers Qualification (England) Regulations 2007 and the Further Education Teachers Continuing Professional and Registration (England)
18.18	18.15	No change in narrative	<p>As part of the delivery of the Services, THE CONTRACTOR must provide high quality and easily accessible information and advice in helping Learners to understand the opportunities and support available to them about education, training or connected matters (including employment).</p> <p>18.15.1 Where one of the main objectives of the Services to be provided under this Contract is to deliver information and advice, THE CONTRACTOR will have to have or attain the matrix Standard accreditation within six months of the contract being awarded; and</p> <p>18.15.2 If the information and advice is embedded as part of the delivery of the Services, THE CONTRACTOR should work towards achieving the matrix Standard Accreditation within a reasonable period.</p>
	18.16	Added	THE CONTRACTOR must take all reasonable steps to meet the relevant requirements for data gathering for the FE Choices Performance Indicators as outlined currently at http://fepi.skillsfundingagency.bis.gov.uk/ and in any subsequent updates to these web pages.
	19.1.5	Added	fraud involving sub-contractors
20.1.5	20.1.5	Amended	THE CONTRACTOR shall inform Learners or others that the Services delivered have been financed in whole or part by the European Social Fund.
21.2	21.2	Amended	" Minor Breach " shall mean a delay or non-performance by either Party of its obligations

			under the Contract which does not materially, adversely or substantially affect the performance or delivery of the Service or the provision of a safe, healthy and supportive learning environment;
21.10	21.10	Amended	<p>In the event that a Serious Breach of the Contract by THE CONTRACTOR cannot be remedied within the period specified in the notice served under Clause 21.9 or such other period as may be agreed between the Parties THE CHIEF EXECUTIVE may:</p> <ul style="list-style-type: none"> a) require THE CONTRACTOR to suspend recruitment of Learners to the Service to which the Serious Breach relates; b) cease funding THE CONTRACTOR in respect of that part of the Service to which the Serious Breach relates.
	22.5	Added	THE CHIEF EXECUTIVE reserves the right to terminate this Contract by giving notice in writing if THE CONTRACTOR ceases to be on the Register of Training Organisations maintained by THE CHIEF EXECUTIVE.
22.5	22.6	No change in narrative	In addition to the rights of termination under any other clauses of this Contract, either party shall be entitled to terminate this Contract in respect of all or part of the Service provided under the Contract by giving to the other not less than three months notice to that effect without the need to give a reason for termination.
22.6	22.7	No change in narrative	Termination under Clauses 22 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Contract.
22.7	22.8	No change in narrative	Where THE CONTRACTOR goes into administration or liquidation, THE CHIEF EXECUTIVE must be assumed to be a creditor of THE CONTRACTOR. THE CONTRACTOR must take steps to ensure that THE CHIEF EXECUTIVE is provided with details of the administrator or liquidator and receives notification of any creditors meetings. THE CHIEF EXECUTIVE will confirm whether in fact he is a creditor within 8 weeks of being notified that THE CONTRACTOR is in administration or liquidation.

22.8	22.9	No change in narrative	THE CONTRACTOR shall upon termination of the Contract immediately deliver up to THE CHIEF EXECUTIVE all correspondence, documents, specification papers and other property belonging to THE CHIEF EXECUTIVE, which may be in its possession or under its control.
33.2	33.2	Amended	In the event of the Contract Managers being unable to resolve the relevant issue, either party may request in writing that the matter is referred to THE CHIEF EXECUTIVE'S nominated representative and THE CONTRACTOR'S representative nominated for this purpose (jointly "the Dispute Resolution Panel") for formal review and consideration. Any request for referral to the Dispute Resolution Panel must include details of the dispute and any proposals to resolve it
33.3	33.2	Amended	The Dispute Resolution Panel will meet within 28 days of receiving a request for referral made in accordance with clause 33.2 above.
33.4		Deleted	
33.5		Deleted	

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