



THIS VARIATION is made on the date the Variation is digitally signed by the Training Provider on the “Manage your education and skills funding service” (“the Variation Date”).

BETWEEN: -

- (1) **THE SECRETARY OF STATE FOR EDUCATION DEPARTMENT FOR EDUCATION** 20 Great Smith Street London SW1P 3BT (“**the Department**”);
and
- (2) «**OrgName**» «**CompanyNumber**» («**UKPRN**») whose registered office is situated at «**LegalAddress**» (“**the Training Provider**”).

RECITALS: -

- (A) The Department and the Training Provider entered into an Apprenticeship Agreement for the provision of Apprenticeship Training with the Department’s reference number of «**MasterContractRef**» (“**Original Agreement**”).
- (B) The Department and the Training Provider have agreed to vary the terms of the Original Agreement as set out in this Variation.
- (C) The Department’s reference for this Variation is October 2023, Version 4.3.

IT IS AGREED as follows: -

1. CONSIDERATION

In consideration of each of the parties entering into this Variation (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Original Agreement in accordance with Clause 30 (Variation) of the Original Agreement.

2. VARIATION OF THE ORIGINAL AGREEMENT

- 2.1 The parties agree with effect from the Variation Date the Original Agreement shall be varied as set out in Annex 1 attached.
- 2.2 Subject to Annex 1, the Original Agreement as amended by the previous variations shall continue in full force and effect in all respects.
- 2.3 In addition to the amendments set out in Annex 1, the Original Agreement shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in

Annex 1 of this Variation, as if such further amendments were also expressly set out in Annex 1.

- 2.4 Except as expressly provided for in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation.

3. **SEVERABILITY**

The provisions of this Variation are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Variation.

4. **AUTHORITY AND COSTS**

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Variation.

5. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 5.1 Subject to Clause 5.2 below, this Variation is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Variation. Accordingly, the parties confirm that no term of this Variation is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Variation.

- 5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Variation.

6. **GOVERNING LAW AND JURISDICTION**

The parties agree that this Variation and any dispute arising under or in any way connected with the subject matter of this Variation (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

7. **ACCEPTANCE BY THE TRAINING PROVIDER**

The person that accepts this Variation via the "Manage your education and skills funding service" on behalf of the Training Provider represents and warrants to the Department that the Training Provider has read and understood this Variation, that the Training Provider agrees to be bound by this Variation and that he/she is duly authorised to enter into this Variation and legally bind the Training Provider.

This Variation is made on the date the Variation is digitally signed by the Training Provider on the “Manage your education and skills funding service”.

**SIGNED FOR AND ON BEHALF OF
THE SECRETARY OF STATE FOR EDUCATION**

by David Withey, Chief Executive of the Education and Skills Funding Agency

A handwritten signature in black ink, appearing to read 'David Withey', with a long horizontal flourish underneath.

ANNEX 1

VARIATIONS TO ORIGINAL AGREEMENT

All references to Clauses and paragraphs in this Annex 1 are to Clauses and paragraphs in the Original Agreement.

A summary of the main changes are detailed below. Where new clauses or paragraphs have been added and/or existing clauses or paragraphs deleted, subsequent clauses and paragraphs and cross-referencing to clauses and paragraphs have been re-numbered throughout the Agreement. In addition, URL's have been amended where appropriate to ensure that the URL points to the updated resource/publication on GOV.UK.

Amended wording appears in **bold** below.

You must refer to your revised Agreement and associated Schedules which incorporate all amendments.

A copy of the revised Department for Education Apprenticeships-Provider Agreement, October 2023, Version 4.3, which incorporates the amendments detailed below, is attached to this Variation.

Entire Agreement

Replace all references of "Accountability Framework" (including the definition in Clause 1) with "Apprenticeship Accountability Framework" throughout the Agreement.

Replace all references of "Register of Apprenticeship Training Providers" or "RoATP" with "Apprenticeship Provider and Assessment Register" throughout the Agreement.

1. Definitions

Add the definition of "Apprenticeship Provider and Assessment Register" "(APAR)" as follows:

"Apprenticeship Provider and Assessment Register" "(APAR)"	means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train apprentices, and/or can undertake end-point assessments.
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Amend the definition of "Apprenticeship Service" as follows:

"Apprenticeship Service"	means the digital service provided by the Department to manage and pay (using government funds) the Funding for the Training and/or End-Point Assessment approved by
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	Employers through the service and delivered by Training Providers and End-Point Assessment Organisations who are listed on the Apprenticeship Provider and Assessment Register.
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Add the definition of “Apprenticeship Workforce Development Programme” as follows:

"Apprenticeship Workforce Development Programme"	means the programme for Training Providers delivering Apprenticeships to develop the skills, knowledge and ability to deliver such Apprenticeships.
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Add the definition of “Brokerage” as follows:

"Brokerage"	means the provision by a third party of services, for a fee, to source Subcontractors to provide the services on behalf of the Training Provider.
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Add the definition of “Disclosure and Barring Service” as follows:

"Disclosure and Barring Service"	means the non-departmental public body established pursuant to the Protection of Freedoms Act 2012.
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Amend the definition of “End-Point Assessment Organisation” as follows:

"End-Point Assessment Organisation"	means any organisation on the Apprenticeship Provider and Assessment Register which is selected by the Training Provider, or the Employer (should they wish to retain responsibility) to carry out an End-Point Assessment.
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Add the definition of “Exemption Case” as follows:

"Exemption Case"	means the case submitted by the Training Provider to the Department in accordance with “Subcontracting threshold and exemption cases” of the Apprenticeship funding rules 2023 to 2024 for permission to exceed the subcontracting threshold
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Add the definition of “Funding Higher Risk Organisations Policy” as follows:

"Funding Higher Risk Organisations Policy"	means the policy described in Schedule 3: Subcontracting and available at Funding higher risk organisations and subcontractors policy - GOV.UK (www.gov.uk)
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Add the definition of “OFSTED Monitoring Visit” as follows:

“OFSTED Monitoring Visit”	means an interim type of inspection carried out by Ofsted in accordance with the Further Education and Skills Inspection Handbook (Further education and skills inspection handbook - GOV.UK (www.gov.uk)).
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Delete the definition of “Register of Apprenticeship Training Providers”

Delete the definition of “Register of End Point Assessment Organisations”

Add the definition of “Regulated Activity” as follows:

“Regulated Activity”	as defined by Schedule 1 of the Safeguarding Vulnerable Groups Act 2006.
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Add the definition of “Regulated Activity Provider” as follows:

“Regulated Activity Provider”	as defined by Section 6 of the Safeguarding Vulnerable Groups Act 2006.
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Amend the definition of “Subcontracting” as follows:

“Subcontracting”	means any delivery to an Apprentices programme of learning by a separate legal entity, irrespective of whether such learning is provided by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service.
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Amend the definition of “Subcontractor” as follows:

“Subcontractor”	means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the Training Provider to deliver any element of the Training the Department funds. A separate legal entity includes but is not limited to companies in the Training Provider’s group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the Training Provider’s direct management and control in the same way as the Training Provider’s own employees. This does not include relationships between the Training Provider and other third parties providing services such as marketing.
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Add the definition of “Subcontractor Declaration” as follows:

“Subcontractor Declaration”	means the declaration that the Department requires a Training Provider to complete specifying whether or not the Training Provider is Subcontracting any of the Training and/or End-Point Assessments and, if so, which elements of the Training and/or End-Point Assessments is subcontracted and the amount of Funding attributed to the same.
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Add the definition of “Subcontractor Policies” as follows:

“Subcontractor Policies”	means the Department’s policies that apply to Subcontracting and Subcontractors as set out at Subcontracting post-16 education and training - GOV.UK (www.gov.uk) .
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Add the definition of “Training Provider Personnel” as follows:

“Training Provider Personnel”	means all persons employed or engaged by the Training Provider together with the Training Provider’s servants, agents, consultants and Subcontractors (and all persons employed by any Subcontractor together with the Subcontractor’s servants, agents, consultants, contractors and Subcontractors) used in the performance of its obligations under this Agreement.
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Amend Clause 1.8 as follows:

- 1.8. Without prejudice to the **provisions** set out in Clause 1.7, the Department for Education will principally manage **the Apprenticeship Provider and Assessment Register**, the relationship with the Training Provider and any intervention; **and** the ESFA will principally be responsible for payments, Agreement administration and assurance.

2. Purpose and Use of Funding

Add Clause 2.10 as follows:

- 2.10. The Training Provider must ensure that End Point Assessment Organisation (EPAOs) have sufficient processes in place to carry out all required duties to deliver high quality End Point Assessments. If the selected EPAO does not have sufficient processes in place it is the Training Provider’s responsibility to source alternative End Point Assessment provision.

6. Funding and Payment

Amend Clause 6.10 as follows:

- 6.10. Where the Department identifies errors which it deems to be material in the data that the Training Provider is required to provide under the Agreement to support the payment of Funding, the Department reserves the right at its absolute discretion to require the Training Provider at the Training Provider's cost to **procure an independent** 100% audit of all or part of the Training by a deadline specified by the Department and/or to recover from the Training Provider Funding equivalent to an amount based on the error rate identified and the total value of the Funding paid to the Training Provider under this Agreement.

8. Assignment and Subcontracting

Amend Clause 8.2 as follows:

- 8.2. If the Training Provider Subcontracts any part of the delivery of the Training, it must comply with the provisions set out in Schedule 3 (Subcontracting) **of this Agreement and [Apprenticeship funding rules - GOV.UK \(www.gov.uk\)](http://www.gov.uk)**.

9. Change in Name, Change in Control and Prohibition on disposing of the Agreement

Rename Clause 9 "Change in Name, Change of Control and Prohibition on disposing of the Agreement".

Amend Clause 9.3 as follows:

- 9.3 The Training Provider will inform the Department as soon as reasonably practicable and, in any event 12 weeks before, any **proposed** Change of Control of the Training Provider takes effect unless to do so would put the Training Provider in breach of the Law. If that is the case the Training Provider will inform the Department of the Change of Control within 10 Working Days of it becoming lawful to do so.

10. Freedom of Information and Confidentiality

Amend Clause 10.2 as follows:

10.2. Confidentiality

The Training Provider hereby warrants **and undertakes** that:

Amend Clause 10.3 as follows:

- 10.3. The Training Provider shall take all necessary precautions to ensure that all Confidential Information obtained from the Department is treated as confidential

and not disclosed (without prior **written** approval from the Department) or used other than for the purposes of this Agreement by any of its Training Provider Related Parties.

Amend Sub-Clause 10.4.1 as follows

10.4.1. which is or becomes public knowledge (other than by breach of Clauses 10.2 and 10.3 **or any other duty of confidentiality**);

12. Apprentice Health, Safety & Welfare

There have been several amendments to Clauses 12.1 to 12.5. Clauses have been added, amended, split out into new clauses and re-numbered as follows:

12.1. In order to ensure the Training is provided with a view to safeguarding and promoting the welfare of Apprentices and persons that the Apprentices will come into contact with during their Training, the Training Provider will comply with:

12.1.1. Safeguarding Vulnerable Groups Act 2006;

12.1.2. The Further Education (Providers of Education) (England) Regulations 2006; and

12.1.3. Part 2 (The Management of Safeguarding) and Part 3 (Safer Recruitment) of [Keeping children safe in education - GOV.UK \(www.gov.uk\)](http://www.gov.uk) statutory guidance (as updated from time to time),

("Apprentice Health, Safety & Welfare Legislation")

12.2. The Apprentice Health, Safety & Welfare Legislation sets out requirements relating to the safeguarding and welfare of children and vulnerable adults, but not High Needs Apprentices. Accordingly, in complying with Clause 12.1 above:

12.2.1. if Training is provided to Apprentices under the age of 18, they are considered as children under the Apprentice Health, Safety & Welfare Legislation;

12.2.2. if Training is provided to High Needs Apprentices, the Training Provider will construe references to children in the Apprentice Health, Safety & Welfare Legislation as if they were to High Needs Apprentices as defined in this Agreement; and

12.2.3. if the Training Provider provides an Apprentice with Training that is a Regulated Activity, the Training Provider will comply with the Regulated Activity Provider requirements set out in Section 6 of the Safeguarding Vulnerable Groups Act 2006,

whether at the Training Provider's Premises or in an environment outside the direct control but under the auspices of the Training Provider. This must include the adoption of safer recruitment procedures.

- 12.3. The Training Provider shall have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practices including as if it applied to High Needs Apprentices aged up to 25 as if they were children. References to 'must' in any such guidance will be treated as contractual requirements for the purposes of this Agreement. **The Training Provider is also required to follow any** legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service.
- 12.4. The Training Provider must ensure in respect of all potential Training Provider Personnel from overseas whom in connection with the Training Providers provision of the services will or is likely to be in contact with Apprentices or who will have access to Apprentices information (other than the Department's employees) the Training Provider must comply with the following guidance [Criminal records checks for overseas applicants - GOV.UK \(www.gov.uk\)](http://www.gov.uk).
- 12.5. In working with other organisations / bodies, the Training Provider shall make arrangements to co-ordinate and co-operate effectively for reasons of **safeguarding the health, safety and welfare of Apprentices and persons that Apprentices will come into contact with during their Training.**

15. Monitoring and Financial Health

OFSTED Inspection

Amend Clause 15.8 as follows:

- 15.8. When the Training Provider receives notification from OFSTED that the Training is to be inspected, the Training Provider shall on request provide the Department with details of its quality improvement activity, and any other relevant information at the same time as it submits it to OFSTED in accordance with the timescale specified by OFSTED. The Training Provider must **promptly** notify the Department in writing of the date of the meeting at which OFSTED will give feedback on the inspection and allow the Department's nominated representative to attend the meeting. The Training Provider must confirm to the Department in writing the outcome of the inspection within 5 Working Days of receiving the feedback from OFSTED.

Inadequate in Part

Amend Clause 15.9.1.2 and Sub-Clause 15.9.1.2.4, and **re-order** Sub-Clauses 15.9.1.2.1 to 15.9.1.2.6 as follows:

- 15.9.1.2. the Training Provider has failed to ensure that the curriculum for a teaching Apprenticeship meets the principles and requirements of an

Apprenticeship; the Department **will terminate this Agreement but, as an alternative and** at its absolute discretion, **it may** take one or more of the following actions:

- 15.9.1.2.1. terminate in accordance with Clause 24.1.14 (Termination);
- 15.9.1.2.2. remove the Training Provider from the Apprenticeship Provider and Assessment Register;
- 15.9.1.2.3. not consider any applications or pay any Funding for new Apprenticeships in each occupation that has been assessed as inadequate for a specified period;
- 15.9.1.2.4. reduce and/or recover from the Training Provider Funding paid by the Department in respect of that part of the Training that has been assessed as inadequate **in accordance with the provisions of this Agreement**;
- 15.9.1.2.5. require the Training Provider to accept and comply with additional contractual obligations relating to the improvement of the Training including but not limited to the aspects of the Training that were assessed as inadequate; **and/or**
- 15.9.1.2.6. give consideration to the Training which has been assessed as inadequate when considering access to Funding in relation to any subsequent agreements and/or contracts between the Parties;

Inadequate Overall

Amend Clause 15.9.2.2 and Sub-Clause 15.9.2.2.5 and **re-order** Sub-Clauses 15.9.2.2.1 to 15.9.2.2.7 as follows:

- 15.9.2.2. the Training Provider has failed to ensure that the curriculum for a teaching Apprenticeship meets the principles and requirements of an Apprenticeship; the Department **will terminate this Agreement but, as an alternative and** at its absolute discretion, **it may** take one or more of the following actions:
 - 15.9.2.2.1. terminate this Agreement in accordance with Clause 24.1.15 (Termination);
 - 15.9.2.2.2. remove the Training Provider from the Apprenticeship Provider and Assessment Register;
 - 15.9.2.2.3. suspend the payment of Funding to the Training Provider in relation to current Apprenticeships for a specified period;
 - 15.9.2.2.4. not consider any applications or pay any Funding for new Apprenticeships for a specified period;

- 15.9.2.2.5. reduce and/or recover the Funding paid to the Training Provider **in accordance with the provisions of this Agreement;**
- 15.9.2.2.6. require the Training Provider to accept and comply with additional conditions relating to the improvement of the overall Training; **and/or**
- 15.9.2.2.7. give consideration to the assessment of inadequate when considering access to Funding in any subsequent agreements and/or contracts between the Parties;

20. Submission of Apprenticeship Data through the ILR

Amend Sub-Clause 20.8.2 as follows:

- 20.8.2. require the Training Provider at its own cost to **procure** an audit in accordance with Clause 6.10 (Funding and Payment);

Amend Clause 20.11 as follows:

- 20.11. The Training Provider must update the course information with details of all of the Apprenticeships they offer which are funded by the Department within **their [Apprenticeship Service Training Provider Account](#) unless the Training Provider is an Employer-Provider**. The Training Provider must regularly review this information and keep it updated. **For the avoidance of doubt an Employer-Provider is not required to update or review the course information.**

Amend Clause 20.12 as follows:

- 20.12. The Training Provider must submit data about any member of its **Training Provider Personnel** in the format and to the timescales as required by the Department.

23. Withholding, Suspension and Repayment of Funding

Amend Clause 23.1 as follows:

- 23.1. Without prejudice to the Department's other rights and remedies, **under this Agreement or otherwise**, the Department may at its discretion withhold or suspend payment of Funding if one or more of the following applies:

Amend Sub-Clause 23.1.5 as follows:

- 23.1.5 the Department has reasonable grounds to suspect fraud, financial irregularity, dishonesty, negligence or **malpractice** by any of the Training Provider and/or one or more Training Provider Related Party;

Amend Sub-Clause 23.1.7 as follows:

- 23.1.7. any employee of the Training Provider or any other Training Provider Related Party has acted or failed to act in a way which, **as a result**, in the reasonable opinion of the Department, brings or is likely to bring the Department's name, brand or reputation or the Apprenticeships brand into disrepute;

Add Clauses 23.2 and 23.3 as follows:

- 23.2. The Department is entitled to withhold or suspend payment of Funding under any other provisions in this Agreement.
- 23.3. Without prejudice to or limiting the provisions of Clause 23.1.1, where more than one breach (which are not material breaches) have occurred, those breaches (taken together) may be regarded as a material breach.

Amend Sub-Clause 23.1.11 and renumber as Clause 23.4 as follows:

- 23.4. A right to withhold, suspend and/or require repayment of the Funding is set out in other provisions in this Agreement **and may be described in the Funding Rules (as amended from time to time)**.

Amend Clause 23.4 and renumber as 23.7 as follows:

- 23.7. Where the Department suspends Funding in accordance with the terms of this Agreement, it shall notify the Training Provider in writing of the suspension and its duration as well as the intervals at which the suspension will be reviewed **for the Department to determine** whether the suspension should be withdrawn or extended.

24. Termination

Amend Clause 24.1 as follows:

- 24.1 The Department may terminate the Agreement, **in full or part**, without liability to the Training Provider by giving to the Training Provider, or where relevant its representatives, written notice, having effect immediately or after such notice period as the Department may determine on one or more of the following grounds:

Amend Clause 24.2 as follows:

- 24.2. If the Department considers in its absolute discretion that on receipt of a notice pursuant to Clause 9 (**Change in Name, Change of Control and Prohibition on disposing of the Agreement**) that the proposed change in name and/or **proposed or actual Change of Control** would prejudice the Training Provider's ability to deliver the Training, the Department shall be entitled to terminate this Agreement **in accordance with Clause 24.3**".

36. Notice

Amend Clause 36.1 as follows:

- 36.1. Any notice or other document to be given under this Agreement shall be in writing and personally delivered, e-mailed, sent through the Department's electronic portal or sent by first class post to the address of the relevant party, as referred to above or in the case of an email address or correspondence address, as notified by the relevant party in writing **from time to time**. The notice or communication will be considered delivered as follows:

40. Subsidy Control

Amend Clause 40.1 as follows:

- 40.1. The Training Provider should **obtain its own advice** as to whether the Subsidy Control **Rules** apply to the Funding **received in relation to the services delivered** under this Agreement. **Guidance on this can be found at [Complying with the UK's international obligations on subsidy control: guidance for public authorities - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/complying-with-the-uk-s-international-obligations-on-subsidy-control-guidance-for-public-authorities).**

Amend Clause 40.2 and **Add** Sub-Clauses 40.2.1 and 40.2.2 as follows:

- 40.2. Where the rules on Subsidy Control apply, **the Training Provider must:**
- 40.2.1. comply with the relevant notification requirements; and
 - 40.2.2. collect and retain appropriate records and will supply those records to the Department on its request.

Delete Clauses 40.3 and 40.4

Add Clauses 40.3 to 40.5 as follows:

- 40.3. The Department reserves the right to require the Training Provider to obtain a contribution towards the cost of the services delivered under this Agreement from the Employer of any Apprentice. Where a contribution is required, the Department will confirm to the Training Provider in writing the exact percentage of the contribution.
- 40.4. Where the Department requires the Training Provider to obtain a contribution towards the cost of the services under Clause 40.3 above, the Training Provider must provide evidence that the contribution has been received.
- 40.5. If a recovery order or any other enforcement measure is taken under the Subsidy Control Act 2022, the Training Provider will repay the relevant subsidy

to the Department within 28 days or such other timescale that the Department agrees with the Training Provider.

Schedule 1 – Data Protection

Add Sub-Paragraph 4(d)(i) as follows:

- i. the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;

Amend Sub-Paragraph 4(d)(i) and re-number as 4(d)(ii) as follows:

- ii. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance **with UK GDPR Article 46 or section 75 of the DPA 2018**) as determined by the Controller;

Amend Sub-Paragraph 8(b) as follows:

- b. the Controller determines the processing includes special categories of data as referred to in **Article 9(1) of the UK GDPR** or Personal Data relating to criminal convictions and offences referred to in **Article 10 of the UK GDPR**; and

Schedule 1a – Processing, Personal Data and Data Subjects

Amend the details of “Subject matter of the Processing” as follows:

Subject matter of the Processing	<p>The subject matter is the Personal Data of Apprentices on education or training programmes administered by the Department that are subject to this Agreement as defined in the Department Personal Information Charter, the privacy notice for Key Stage 5 and adult education and ILR privacy notice and documentation.</p> <p>Personal information charter - Department for Education - GOV.UK (www.gov.uk)</p> <p>Privacy notice for Key Stage 5 and adult education - GOV.UK (www.gov.uk)</p> <p>ILR Privacy Notice 2023 to 2024 version 1 May 2023 (submit-learner-data.service.gov.uk)</p>
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Amend the description of “Plan for return and destruction of the data once the processing is complete UNLESS requirement under Union or Member State law to preserve that type of data” as follows:

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under Data Protection Legislation to preserve that type of data</p>	<p>For the purposes of the Department for Education as a data controller of the data, the Training Provider is required to retain the data for the funding and audit purposes set out in this Agreement for 6 years from the end of the financial year in which the last payment is made under this Agreement.</p> <p>For the purposes of the Department for Work & Pensions as a data controller, where Apprentice data is used as match on the 2014-20 ESF programme, the data must be retained securely until 31st December 2034.</p> <p>The Training Provider (and any other data controller) is responsible for determining any further need to process the data, including its retention, prior to secure destruction.</p> <p>The Training Provider shall comply with Clause 25 (Effect of Termination) which sets out provisions that will apply to Apprentice files after this Agreement has been terminated or has expired.</p>
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Schedule 2 – Apprenticeship Accountability Framework for Training Providers

2. Quality Indicators

Amend Sub-Paragraph 2.1.2 by removing the words “and withdrawals” as follows:

- 2.1.2. the Training Provider’s own retention rates and, where relevant, compared with other suppliers delivering similar standards or in similar sectors;

3. Supplementary Indicators

Add Sub-Paragraph 3.1.2 as follows:

- 3.1.2. withdrawal rates and/or volumes;

Amend Sub-Paragraph 3.1.4 and re-number as 3.1.5 as follows:

- 3.1.5. the **volume and duration of** which breaks in learning occur in the Apprenticeships delivered by the Training Providers; and

4. Apprentice Data Timeliness and Compliance

Amend Paragraph 4.1 as follows:

- 4.1. The Training Provider must comply with Clause 20 (**Submission of Apprentice Data through the ILR**) of this Agreement in relation to the prompt and accurate submission of Apprentice Data to the Department.

5. Interventions

Add Paragraph 5.1 as follows:

- 5.1. The Department will continually monitor the Indicators set out in the Apprenticeship Accountability Agreement and may contact the Training Provider at any point in the Academic Year to discuss these. Intervention can be taken at any point in the Academic Year following any such management conversation.

Re-order Sub-Paragraphs 5.2.1 to 5.2.12 as follows:

- 5.2.1 Require the Training Provider to attend one or more meetings with the Department;
- 5.2.2. Require the Training Provider to complete specified modules of the [Apprenticeship Workforce Development Programme](#);
- 5.2.3. Require the Training Provider to agree with the Department milestones and targets to be achieved within a fixed period in relation to specific quality and/or supplementary indicators.
- 5.2.4. Serve on the Training Provider a notice that details one or more failures and requires the Training Provider to rectify the failure(s) specified within a given timeframe;
- 5.2.5. Inform OFSTED of concerns that the Department has about the Training Provider;
- 5.2.6. Require the Training Provider to cease to use a named Subcontractor by a specified date;
- 5.2.7. Impose a cap on the volume of new Apprentices, on specific occupational standards, either for a fixed or indefinite period;
- 5.2.8. Impose a cap on the Funding for delivery of new standards, either for a fixed or indefinite period;
- 5.2.9. Suspend Funding for all new Apprentices on specific occupational standards, either for a fixed or indefinite period;
- 5.2.10. Suspend Funding for all new Apprentices, either for a fixed or indefinite period;
- 5.2.11. Withhold or suspend the payment of Funding where any of the grounds set out in Clauses 22 (Additional Conditions) and/or 23 (Withholding, Suspension and Repayment of Funding) apply;
- 5.2.12. Terminate the Agreement if any of the grounds set out in Clause 24

(Termination) apply which may also lead to the removal of the Training Provider from Apprenticeship Provider and Assessment Register;

6. How the Department will take decisions to intervene based on the Quality Indicators and the Supplementary Indicators

Amend Paragraph 6.1 as follows:

- 6.1. The Apprenticeship Accountability Framework as referred to at Paragraph 1.1 will set out the trigger points **that** the Department **may, at its discretion, choose** to intervene.

Amend Sub-Paragraph 6.3.4 as follows:

- 6.3.4. Previous performance **and track record** of the Training Provider **including in relation to the prompt and accurate submission of Apprentice Data as set out at Paragraph 4.1.**

Schedule 3 – Subcontracting

Delete Sub-Paragraph 1.1.3

Amend Paragraphs 1.4, 1.9.1, 1.13, 1.14, 1.24 and 1.26 to include references to the relevant section headings in the Apprenticeship Funding Rules 2023 to 2024. Paragraphs 1.9.1, 1.13, 1.14, 1.24 and 1.26 have also been re-numbered as 1.8.1, 1.12, 1.13, 1.23 and 1.24.

Delete Paragraph 1.8

Amend Sub-Paragraph 1.9.4 and re-number as 1.8.4 as follows:

- 1.8.4. **a requirement for the subcontractor to co-operate with the provider if the subcontract ends for any reason to make sure that there is continuity of learning;**

Subcontracting Thresholds

Amend Paragraph 1.21 and re-number as 1.20 as follows:

- 1.20 The Training Provider must **continuously** review the **size** of its Subcontracted services and **ensure this does not exceed 25%.**

Add Paragraphs 1.21 and 1.22 as follows:

- 1.21. The Training Provider must promptly submit a request for an exemption if it anticipates that its Subcontracting will exceed 25% (“Exemption Case”). The Training Provider must submit such Exemption Case no less than twelve (12)

weeks prior to exceeding the threshold. The Department may consider Exemption Cases that are submitted later if the Training Provider provides evidence of exceptional circumstances. The Department reserves the right to decline the Training Provider's Exemption Case.

- 1.22. If the Training Provider has previously submitted an Exemption Case, it should continue to seek permission to exceed the threshold set out in Paragraph 1.21 above and must submit an Exemption Case to the Department by no later than 11.59pm on 31 March in each funding year. The Department may consider Exemption Cases that are submitted later if the Training Provider provides evidence of exceptional circumstances. The Department reserves the right to decline the Training Provider's Exemption Case.

Delete Paragraphs 1.22, 1.23 and 1.25

Financial Thresholds

Add Paragraph 1.27 as follows:

- 1.27. If the aggregate total of all Subcontractors delivering ESFA funded provision on the Training Provider's behalf exceeds or is anticipated to exceed £100,000 in any Academic Year, the Training Provider must meet the requirements detailed in [ESFA subcontracting standard - GOV.UK \(www.gov.uk\)](http://www.gov.uk). The £100,000 threshold includes Apprenticeships, ESFA-Funded Adult Education Budget and 16 to 19 provision subcontracted by the Training Provider.

Delete Paragraphs 1.29 and 1.30