

**Contract for Services:**

Section	Change	Clause Reference
<b>Entire Contract</b>	All references to “Contact Form: General Enquires at <a href="http://www.gov.uk">Education and Skills Funding Agency - GOV.UK (www.gov.uk)</a> ” have been replaced with “ <b>Customer Help Portal: <a href="http://education.gov.uk">Home - Customer Help Portal (education.gov.uk)</a></b> ” throughout the Contract.	Entire Contract
<b>Entire Contract</b>	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider <b>and</b> Assessment Register” throughout the Contract.	Entire Contract
<b>Entire Contract</b>	All references to “Change in Control” have been replaced with “Change <b>of</b> Control” throughout the Contract.	Entire Contract
<b>PART 1: PRELIMINARIES</b>	“PART 1: PRELIMINARIES” has been renamed “PART 1: <b>TERMS AND CONDITIONS</b> ”	Part 1: Terms and Conditions
<b>Clause 1</b>	The table titled “DEFINITIONS” at Clause 1 has been renamed “ <b>SCHEDULE 1: DEFINITIONS</b> ” and moved to the back of the Terms and Conditions.  All subsequent schedules and references to schedules have been updated throughout the Contract.	Schedule 1: Definitions
<b>Clause 1.4.1</b>	Clause 1.4.1 has been amended  1.4.1 the Terms and Conditions ( <b>Clauses 1 to 57</b> ),	Part 1: Terms and Conditions
<b>Clause 1.6</b>	Clause 1.6 has been amended  1.6 Without prejudice to the provisions set out in Clause 1.5 the Department for Education will principally manage <b>the Apprenticeship Provider and Assessment Register</b> , the relationship with the Contractor and any	Part 1: Terms and Conditions

Section	Change	Clause Reference
	intervention; and the ESFA will principally be responsible for allocations, payments, Contract administration and assurance.	
<b>Clause 9.12</b>	<p>Clause 9.12 has been added</p> <p>9.12 Where it applies, the Contractor must comply with the Safeguarding Vulnerable Groups Act 2006 and must have in place throughout the Contract Period policies and procedures to ensure full compliance.</p>	9 Learner Welfare
<b>Clause 23.2.1</b>	<p>Clause 23.2.1 has been amended</p> <p>23.2.1 Where required, the Contractor must supply the Department data on each individual Learner, in accordance with the '<b>Data Collection Timetable</b>' set out in the '<b>Appendices, validation rules and schema</b>' as amended and updated, <b>and in accordance with the 'Provider Support Manual' as amended and updated</b>, which are published on the Department's website <a href="http://individualised-learner-record.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a>.</p>	23 Submission of Learner Data
<b>Clause 23.2.2</b>	<p>Clause 23.2.2 has been amended</p> <p>23.2.2 The Contractor must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Contractor must report all changes by the final collection of the Funding Year. <b>Failure to report withdrawals by this time will result in the recovery of the Funding.</b></p>	23 Submission of Learner Data
<b>Clause 23.2.3</b>	<p>Clause 23.2.3 has been amended to remove the reference to "supplementary data"</p> <p>23.2.3 ILR Data and Earnings Adjustment Statements must be transmitted to the Department through the Department's web portal <a href="http://submit-learner.service.gov.uk">Submit learner</a></p>	23 Submission of Learner Data

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	<p><a href="https://submit-learner-data.service.gov.uk">data (submit-learner-data.service.gov.uk)</a>. Access to the Department's web portal is restricted and the Contractor agrees to comply with the conditions of use regarding the supply of data to the Department set out in this Clause 23.2.3 and in the 'ILR Specification' and the 'Provider Support Manual' as amended and updated available on the Department's web site.</p>	
<b>Clause 23.2.5</b>	Clause 23.2.5 has been deleted	23 Submission of Learner Data
<b>Clause 23.2.6</b>	<p>Clause 23.2.6 has been amended and re-numbered as Clause 23.2.5</p> <p>23.2.5 Where required, the Contractor must use the Earnings Adjustment Statement ("EAS") to claim funding that cannot be recorded through the ILR. The funding claim must be submitted as detailed in the guidance <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a>. The Contractor must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. The EAS should also be used to repay Funding claimed in error during the Funding Year. The Contractor must claim or repay funding via the EAS as set out in the EAS guidance: <a href="https://www.gov.uk">Earnings adjustment statement (EAS) 2023 to 2024 - GOV.UK (www.gov.uk)</a></p>	23 Submission of Learner Data
<b>Clause 30.1.4</b>	<p>Clause 30.1.4 has been added</p> <p>30.1.4 With effect from 1 August 2024, the Contractor shall comply with the requirements of, and have regard to the guidance in, the Financial Handbook for Independent Training Providers (the '<b>Financial Handbook</b>') unless the Contractor is a provider which is outside the</p>	30 Payment, Funding and Audit

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	scope of the Financial Handbook as set out in Annex A of the Financial Handbook.'	
<b>Clause 37</b>	Clause 37 has been renamed " <b>CHANGE OF CONTROL AND CHANGE IN NAME</b> "	37 Change of Control and Change in Name
<b>Clause 37.3</b>	<p>Clause 37.3 has been amended</p> <p>37.3 The Contractor will inform the Department as soon as reasonably practicable and, in any event 12 weeks before any <b>proposed</b> Change of Control of the Contractor takes effect unless to do would put the Contractor in breach of the Law. If that is the case the Contractor will inform the Department of the Change of Control within 10 Working Days of it becoming lawful to do so.</p>	37 Change of Control and Change in Name
<b>Clause 44.2</b>	<p>Clause 44.2 has been amended</p> <p>44.2 All such notices and <b>documents</b> must be in the English language. To prove the giving of a notice or other document it will be sufficient to show that it was despatched.</p>	44 Service of Notices
<b>"Apprenticeship Provider and Assessment Register"</b> <b>"APAR"</b>	<p>Definition has been amended</p> <p>means the <b>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.</b></p>	Schedule 1: Definitions
<b>"Contract"</b>	<p>Definition has been amended</p> <p>means the Contract between the above named parties consisting of the Terms and Conditions, <b>the Schedules</b>, the specification and any other documents (or</p>	Schedule 1: Definitions

Section	Change	Clause Reference
	parts thereof) specified in the Contract and any variations to the Contract agreed in writing and signed by both Parties;	
<b>“Financial Handbook for Independent Training Providers”</b>	Definition has been added means the guidance at <a href="https://www.gov.uk/guidance/financial-handbook-for-independent-training-providers">Financial handbook for independent training providers - Guidance - GOV.UK (www.gov.uk)</a> as updated and amended from time to time;	Schedule 1: Definitions
<b>Subject matter of the Processing</b>	Details have been amended The subject matter is the Personal Data of Learners on education or training programmes administered by the Department that are subject to this Contract as defined in the Department Personal Information Charter, the Privacy <b>information</b> : key stage <b>4 and 5</b> and adult education and the ILR privacy notice and documentation. <a href="https://www.gov.uk/guidance/personal-information-charter">Personal information charter - Department for Education - GOV.UK (www.gov.uk)</a> <a href="https://www.gov.uk/guidance/privacy-information-key-stage-4-and-5-and-adult-education">Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</a> <a href="https://data.service.gov.uk/submit-learner-data">ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</a>	Schedule 7: UK GDPR and Data Protection
<b>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</b>	Description has been renamed “Plan for return and destruction of the data once the processing is complete”	Schedule 7: UK GDPR and Data Protection

Section	Change	Clause Reference
<p><b>Paragraph 1.2</b></p>	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme</p> <p>1.2 In the collection and processing of the data set out in Schedule 7: UK GDPR and Data Protection, the requirements of Cabinet Office <a href="#">PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk)</a> dated <b>September 2023</b>, or any subsequent updated document, are mandated, and the Contractor will work towards meeting the requirements of Cyber Essentials during the <b>2024/25</b> Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	<p>Schedule 8: Security &amp; Department Policies</p>
<p><b>Paragraph 1.29</b></p>	<p>Paragraph 1.29 has been amended</p> <p>1.29 If the aggregate total of all Subcontractors delivering ESFA funded provision on the Contractor's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Contractor must meet the requirements detailed in <a href="#">ESFA subcontracting standard - GOV.UK (www.gov.uk)</a>. The £100,000 threshold includes Apprenticeships, ESFA <b>Adult Skills Fund</b> and 16 to 19 provision subcontracted by the Contractor.</p>	<p>Schedule 10: Subcontracting</p>

**Conditions of Funding (Grant) (Employers):**

Section	Change	Clause Reference
<b>Entire Agreement</b>	All references to “Contact Form: General Enquires at <a href="http://www.gov.uk">Education and Skills Funding Agency - GOV.UK (www.gov.uk)</a> ” have been replaced with “ <b>Customer Help Portal: <a href="http://education.gov.uk">Home - Customer Help Portal (education.gov.uk)</a></b> ” throughout the Agreement.	Entire Agreement
<b>Entire Agreement</b>	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider <b>and</b> Assessment Register” throughout the Agreement.	Entire Agreement
<b>PART 1: PRELIMINARIES</b>	“PART 1: PRELIMINARIES” has been renamed “ <b>PART 1: TERMS AND CONDITIONS</b> ”	Part 1: Terms and Conditions
<b>Clause 1</b>	The table titled “DEFINITIONS” at Clause 1 has been renamed “ <b>SCHEDULE 1: DEFINITIONS</b> ” and moved to the back of the Terms and Conditions.  All subsequent schedules and references to schedules have been updated throughout the Agreement.	Schedule 1: Definitions
<b>Clause 1.4.1</b>	Clause 1.4.1 has been amended  1.4.1 the Terms and Conditions ( <b>Clauses 1 to 49</b> );	Part 1: Terms and Conditions
<b>Clause 1.4.2</b>	Clause 1.4.2 has been added  1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
<b>Clause 1.4.4</b>	The paragraph after Clause 1.4.4 has been amended	Part 1: Terms and Conditions

Section	Change	Clause Reference
	for the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules <b>and/or any policy that is referred to in this Agreement</b> , this Agreement will take precedence.	
<b>Clause 1.6</b>	<p>Clause 1.6 has been amended</p> <p>1.6 Without prejudice to the provisions set out in Clause 1.5, the Department for Education will principally manage <b>the Apprenticeship Provider and Assessment Register</b>, the relationship with the Employer and any intervention; and the ESFA will principally be responsible for allocations, payments, Agreement administration and assurance.</p>	Part 1: Terms and Conditions
<b>Clause 3.2</b>	<p>Clause 3.2 has been deleted and replaced with a new Clause 3.2</p> <p>3.2 The Employer must deliver the Services in accordance with this Agreement including the Specification, the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of the Terms and Conditions of this Agreement as if they were set out within it.</p>	3 Service Delivery
<b>Clause 4.1.1</b> <i>(previously Clause 26.1.1)</i>	<p>Clause 4.1.1 has been deleted and replaced with a new Clause 4.1.1</p> <p>4.1.1 Subject to the Terms and Conditions of this Agreement, the Department agrees to pay the Employer the amounts of Funding set out in Schedule 3 (Payment) of this Agreement.</p>	4 Payment, Funding and Audit
<b>Clauses 4.1.3 &amp; 4.1.4</b> <i>(previously Clauses 26.1.3 &amp; 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
<b>Clause 4.1.5</b>	Clause 4.1.5 has been amended and re-numbered as Clause 4.1.3	4 Payment, Funding and Audit



Section	Change	Clause Reference
<i>(previously Clause 26.1.5)</i>	4.1.3 The payment of Funding by the Department will be without prejudice to any claims or rights, which the Department may have against the Employer and will not constitute any admission by the Department as to the performance by the Employer of its obligations under this Agreement. Prior to any such payment of Funding, the Department shall be entitled to make deductions or deferrals in respect of any disputes or claims whatsoever <b>the amounts of which have been determined or agreed</b> , with or against the Employer, arising from this Agreement or any other agreement between the Employer and the Department.	
<b>Clause 4.1.17</b> <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
<b>Clause 4.1.19(a)</b> <i>(previously Clause 26.1.19(a))</i>	Clause 4.1.19(a) has been amended and re-numbered as Clause 4.1.16(a) (a) notify the Department in writing of such fact within 5 Working Days of its occurrence, <b>or the identification of the occurrence whichever is sooner</b> ; and	4 Payment, Funding and Audit
<b>Clause 5.2.1</b> <i>(previously Clause 21.2.1)</i>	Clause 5.2.1 has been amended 5.2.1 Where required, the Employer must supply the Department data on each individual Learner, in accordance with the ' <b>Data Collections Timetable</b> ' set out in the ' <b>Appendices, validation rules and schema</b> ' as amended and updated, <b>and in accordance with the 'Provider Support Manual' as amended and updated</b> , which are published on the Department's website <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/612345/Individualised_Learner_Record_ILR_technical_documents_guidance_and_requirements_submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> .	5 Submission of Learner Data
<b>Clause 5.2.2</b>	Clause 5.2.2 has been amended	5 Submission of Learner Data

Section	Change	Clause Reference
<i>(previously Clause 21.2.2)</i>	5.2.2 The Employer must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Employer must report all changes by the final collection of the Funding Year. <b>Failure to report withdrawals by this time will result in the recovery of Funding.</b>	
<b>Clause 5.2.3</b> <i>(previously Clause 21.2.3)</i>	Clause 5.2.3 has been amended to remove the reference to “supplementary data” 5.2.3 ILR Data and Earnings Adjustment Statements must be transmitted to the Department through the Department’s web portal <a href="https://submit-learner-data.service.gov.uk">Submit learner data (submit-learner-data.service.gov.uk)</a> . Access to the Department’s web portal is restricted and the Employer agrees to comply with the conditions of use regarding the supply of data to the Department set out in this Clause 5.2.3 and in the ‘ <b>ILR</b> Specification’ and <b>the</b> ‘Provider Support Manual’ as amended and updated available on the Department’s website.	5 Submission of Learner Data
<b>Clause 5.2.5</b> <i>(previously Clause 21.2.5)</i>	Clause 5.2.5 has been deleted	5 Submission of Learner Data
<b>Clause 5.2.6</b> <i>(previously Clause 21.2.6)</i>	Clause 5.2.6 has been amended and re-numbered as Clause 5.2.5 5.2.5 Where required, the Employer must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding <b>claim</b> must be submitted as detailed in the guidance <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> . The Employer must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. <b>The EAS should also be</b>	5 Submission of Learner Data

Section	Change	Clause Reference
	<p>used to repay Funding claimed in error during the Funding Year. The Employer must claim or repay funding via the EAS as set out in the EAS guidance: <a href="http://www.gov.uk">Earnings adjustment statement (EAS) 2023 to 2024 - GOV.UK (www.gov.uk)</a>.</p>	
<p><b>Clause 6</b></p>	<p>Clause 6 has been added</p> <p><b>6 REQUIREMENTS</b></p> <p>6.1 The Employer must:</p> <p>6.1.1 ensure that any information it enters on the Apprenticeship Service including information entered on the relevant employer’s behalf is accurate;</p> <p>6.1.2 comply at all times with the Funding Rules;</p> <p>6.1.3 act in accordance with any requests made by the Department;</p> <p>6.1.4 have documented and implemented procedures for identifying and dealing with conflicts of interest;</p> <p>6.1.5 have documented and implemented procedures and processes to deal with the prevention of fraud and/or administrative malfunction;</p> <p>6.1.6 proactively ensure all data and information (including financial information) submitted to the Department is true, accurate and submitted promptly;</p> <p>6.1.7 ensure that it has the appropriate registrations with the Information Commissioner’s Office for controlling and/or processing data and that it maintains them for the Term of this Agreement;</p>	<p>6 Requirements</p>

Section	Change	Clause Reference
	<p>6.1.8 notify the Department of any events or circumstances arising in connection with the delivery of its obligations under this Agreement which could give rise to any legal liability, have an adverse effect on the reputation of the Department or call into question the Employer’s suitability to deliver the Services, including (but not limited to):</p> <ul style="list-style-type: none"> <li>(a) any events or circumstances leading to the death or serious injury of any Learner;</li> <li>(b) the commission of any serious criminal offence by a senior individual in the Employer’s organisation or any individual involved in the delivery of the Services;</li> <li>(c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with;</li> <li>(d) not committing a Prohibited Act; and</li> <li>(e) notify the Department in writing within 5 Working Days if it or an Employer Related Party is subject to remedial and/or enforcement action by an Awarding Organisation.</li> </ul>	
<p><b>Clauses 7 &amp; 7.1.1</b> <i>(previously Clauses 27 &amp; 27.1.1)</i></p>	<p>Clause 7 has been renamed “<b>REVIEW OF PERFORMANCE UNDER THE AGREEMENT AND RECONCILIATION OF AGREEMENTS</b>” and Clause 7.1.1 has subsequently been amended</p> <p>7.1.1 Reviews of performance <b>under the Agreement</b> and reconciliation will be carried out in accordance with part <b>2B</b> of Schedule <b>2</b> (Specification &amp; Monitoring).</p>	<p>7 Review of Performance under the Agreement and Reconciliation of Agreements</p>

Section	Change	Clause Reference
<b>Clause 12.2.3</b>	<p>Clause 12.2.3 has been added</p> <p>12.2.3 The Department reserves the right on reasonable grounds, by notice to the Employer, to increase the level of its monitoring of the Employer until such time as the Employer has demonstrated to the reasonable satisfaction of the Department that it will perform (and is capable of performing) its obligations.</p>	12 Performance Monitoring
<b>Clause 13</b>	Clause 13 (NOT USED) has been deleted	N/A
<b>Clause 15.12</b>	<p>Clause 15.12 has been added</p> <p>15.12 Where it applies, the Employer must comply with the Safeguarding Vulnerable Groups Act 2006 and must have in place throughout the Agreement Period policies and procedures to ensure full compliance.</p>	15 Learner Welfare
<b>Clause 18</b>	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
<b>Clause 20.2.4</b> <i>(previously Clause 15.2.4)</i>	<p>Clause 20.2.4 has been amended</p> <p>20.2.4 Where the Employer fails to comply with the additional conditions imposed under Clause 20.2.3, within such time as the Department deems reasonable, the Department may take such actions as it deems appropriate which may include, but is not limited to, <b>action under Clause 32 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 33 (Termination).</b></p>	20 Relationships
<b>Clause 22.2</b> <i>(previously Clause 17.2)</i>	<p>Clause 22.2 has been amended</p> <p>22.2 In the first instance, <b>the Agreement Manager and the Account Manager</b> will each use their reasonable endeavours to resolve the dispute. If the dispute cannot be resolved by such representatives within 15 days of the dispute arising, it will be referred to a senior</p>	22 Dispute Resolution

Section	Change	Clause Reference
	representative of each Party, who will each use their reasonable endeavours to resolve the dispute.	
<b>Clause 25</b>	Clause 25 (Re-provision of the Services) has been deleted	N/A
<b>Clause 29.8.1 (d)</b> <i>(previously Clause 31.8.1(d))</i>	Clause 29.8.1 (d) has been deleted	29 Indemnities and Liability
<b>Clause 33.3.1</b> <i>(previously Clause 35.3.1)</i>	Clause 33.3.1 has been deleted	33 Termination
<b>Clause 33.3.2</b>	Clause 33.3.2 has been added 33.3.2 the Employer fails to comply with requirements imposed under Clause 6 (Requirements);	33 Termination
<b>Clause 33.3.10</b> <i>(previously Clause 35.3.10)</i>	Clause 33.3.10 has been split out into 3 sub-clauses and amended 33.3.10 <b>the Employer:</b> <ul style="list-style-type: none"> <li>(a) <b>fails to provide information in response to a request made under Clause 4.1.14;</b></li> <li>(b) <b>provides information which does not demonstrate how the Employer complies with Clause 4.1.14 or why the clause does not apply to it;</b></li> <li>(c) <b>is notified by HMRC that it is not complying with its obligations under the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax.</b></li> </ul>	33 Termination

Section	Change	Clause Reference
<b>Clause 37.2</b> <i>(previously Clause 39.2)</i>	Clause 37.2 has been amended  37.2 All such notices and <b>documents</b> must be in the English language. To prove the giving of a notice or other document it will be sufficient to show that it was despatched.	37 Service of Notices
<b>Clause 48</b>	Clause 48 (NOT USED) has been deleted	N/A
<b>Clause 49.1.2</b> <i>(previously Clause 52.1.2)</i>	The table at Clause 49.1.2 has been amended to remove references to the following Clauses:  18 Assignment of IPR in Databases  25 Re-provision of the Services	49 Continuing Obligations
<b>“Agreement”</b>	Definition has been amended  means the Agreement between the above named Parties consisting of the Terms and Conditions, <b>the Schedules</b> , the Specification and any other documents (or parts thereof) specified in the Agreement and any variations to the Agreement agreed in writing and signed by both Parties;	Schedule 1: Definitions
<b>“Apprenticeship Provider and Assessment Register”</b> <b>“APAR”</b>	Definition has been amended  means the <b>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.</b>	Schedule 1: Definitions
<b>SCHEDULE 3: NOT USED</b>	SCHEDULE 3: NOT USED has been deleted	N/A
<b>SCHEDULE 4: NOT USED</b>	SCHEDULE 4: NOT USED has been deleted	N/A
<b>SCHEDULE 5: NOT USED</b>	SCHEDULE 5: NOT USED has been deleted	N/A

Section	Change	Clause Reference
<b>Subject matter of the Processing</b>	<p>Details have been amended</p> <p>The subject matter is the Personal Data of Learners 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 <b>information</b>: key stage <b>4 and 5</b> and adult education and the ILR privacy notice and documentation.</p> <p><a href="https://www.gov.uk/government/publications/personal-information-charter">Personal information charter - Department for Education - GOV.UK (www.gov.uk)</a></p> <p><a href="https://www.gov.uk/government/publications/privacy-information-key-stage-4-and-5-and-adult-education">Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</a></p> <p><a href="https://data.service.gov.uk/submit-learner-data">ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</a></p>	Schedule 4: UK GDPR / Data Protection
<b>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</b>	<p>Description has been renamed “Plan for return and destruction of the data once the processing is complete”</p>	Schedule 4: UK GDPR / Data Protection
<b>Paragraph 1.2</b>	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme</p> <p>1.2 In the collection and processing of the data set out in Schedule 4: UK GDPR/Data Protection, the requirements of Cabinet Office <a href="https://www.gov.uk/government/publications/ppn-09-23-updates-to-the-cyber-essentials-scheme">PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk)</a> dated <b>September 2023</b>, or any subsequent updated document, are mandated, and the Employer will work towards meeting the</p>	Schedule 5: Security & Department Policies



Section	Change	Clause Reference
	<p>requirements of Cyber Essentials during the <b>2024/25</b> Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	
<p><b>Paragraph 5.2.2</b></p>	<p>Paragraph 5.2.2 has been amended to remove the words “pursuant to Clause 25 of the Agreement (Re-Provision of the Services)”, as follows:</p> <p>5.2.2 set out procedures to deal with requests made by the Department and/or a Successor Employer for <b>the</b> staffing information;</p>	<p>Schedule 6: Exit Arrangements</p>
<p><b>Paragraph 9.1</b></p>	<p>Paragraph 9.1 has been amended</p> <p>9.1 The Department and Employer agree and acknowledge that in the event of the Employer ceasing to provide the Services or part of them for any reason, <b>the Employer will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</b></p>	<p>Schedule 6: Exit Arrangements</p>
<p><b>Paragraph 1.29</b></p>	<p>Paragraph 1.29 has been amended</p> <p>1.29 If the aggregate total of all Subcontractors delivering ESFA funded provision on the Employer’s behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Employer must meet the requirements detailed in <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/100000/esfa-subcontracting-standard.pdf">ESFA subcontracting standard - GOV.UK (www.gov.uk)</a>. The £100,000 threshold includes Apprenticeships, ESFA <b>Adult Skills Fund</b> and 16 to 19 provision subcontracted by the Employer.</p>	<p>Schedule 7: Subcontracting</p>

### Conditions of Funding (Grant) (HEI):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at <a href="http://www.gov.uk">Education and Skills Funding Agency - GOV.UK (www.gov.uk)</a> ” have been replaced with “ <b>Customer Help Portal: <a href="http://education.gov.uk">Home - Customer Help Portal (education.gov.uk)</a></b> ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider <b>and</b> Assessment Register” throughout the Agreement.	Entire Agreement
<b>PART 1: PRELIMINARIES</b>	“PART 1: PRELIMINARIES” has been renamed “PART 1: <b>TERMS AND CONDITIONS</b> ”	Part 1: Terms and Conditions
<b>Clause 1</b>	The table titled “DEFINITIONS” at Clause 1 has been renamed “ <b>SCHEDULE 1: DEFINITIONS</b> ” and moved to the back of the Terms and Conditions.  All subsequent schedules and references to schedules have been updated throughout the Agreement.	Schedule 1: Definitions
<b>Clause 1.4.1</b>	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions ( <b>Clauses 1 to 49</b> );	Part 1: Terms and Conditions
<b>Clause 1.4.2</b>	Clause 1.4.2 has been added 1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
<b>Clause 1.4.4</b>	The paragraph after Clause 1.4.4 has been amended	Part 1: Terms and Conditions

Section	Change	Clause Reference
	for the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules <b>and/or any policy that is referred to in this Agreement</b> , this Agreement will take precedence.	
<b>Clause 1.6</b>	<p>Clause 1.6 has been amended</p> <p>1.6 Without prejudice to the provisions set out in Clause 1.5, the Department for Education will principally manage <b>the Apprenticeship Provider and Assessment Register</b>, the relationship with the Provider and any intervention; and the ESFA will principally be responsible for allocations, payments, Agreement administration and assurance.</p>	Part 1: Terms and Conditions
<b>Clause 3.2</b>	<p>Clause 3.2 has been deleted and replaced with a new Clause 3.2</p> <p>3.2 The Provider must deliver the Services in accordance with this Agreement including the Specification, the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of the Terms and Conditions of this Agreement as if they were set out within it.</p>	3 Service Delivery
<b>Clause 4.1.1</b> <i>(previously Clause 26.1.1)</i>	<p>Clause 4.1.1 has been deleted and replaced with a new Clause 4.1.1</p> <p>4.1.1 Subject to the Terms and Conditions of this Agreement, the Department agrees to pay the Provider the amounts of Funding set out in Schedule 3 (Payment) of this Agreement.</p>	4 Payment, Funding and Audit
<b>Clauses 4.1.3 &amp; 4.1.4</b> <i>(previously Clauses 26.1.3 &amp; 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
<b>Clause 4.1.5</b>	Clause 4.1.5 has been amended and re-numbered as Clause 4.1.3	4 Payment, Funding and Audit

Section	Change	Clause Reference
<i>(previously Clause 26.1.5)</i>	4.1.3 The payment of Funding by the Department will be without prejudice to any claims or rights, which the Department may have against the Provider and will not constitute any admission by the Department as to the performance by the Provider of its obligations under this Agreement. Prior to any such payment of Funding, the Department will be entitled to make deductions or deferments in respect of any disputes or claims whatsoever <b>the amounts of which have been determined or agreed</b> , with or against the Provider, arising from this Agreement or any other agreement between the Provider and the Department.	
<b>Clause 4.1.17</b> <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
<b>Clause 4.1.19(a)</b> <i>(previously Clause 26.1.19(a))</i>	Clause 4.1.19(a) has been amended and renumbered as Clause 4.1.16(a) (a) notify the Department in writing of such fact within 5 Working Days of its occurrence, <b>or the identification of the occurrence whichever is sooner</b> ; and	4 Payment, Funding and Audit
<b>Clause 5.2.1</b> <i>(previously Clause 21.2.1)</i>	Clause 5.2.1 has been amended 5.2.1 Where required, the Provider must supply the Department data on each individual Learner, in accordance with the ' <b>Data Collection Timetable</b> ' set out in the ' <b>Appendices, validation rules and schema</b> ' as amended and updated, <b>and in accordance with the 'Provider Support Manual' as amended and updated</b> , which <b>are</b> published on the Department's website <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/674443/submit-learner-data-service-technical-guidance-requirements.pdf">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> .	5 Submission of Learner Data
<b>Clause 5.2.2</b>	Clause 5.2.2 has been amended	5 Submission of Learner Data

Section	Change	Clause Reference
<i>(previously Clause 21.2.2)</i>	5.2.2 The Provider must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Provider must report all changes by the final collection of the Funding Year. <b>Failure to report withdrawals by this time will result in the recovery of Funding.</b>	
<b>Clause 5.2.3</b> <i>(previously Clause 21.2.3)</i>	Clause 5.2.3 has been amended to remove the reference to “supplementary data” 5.2.3 ILR Data and Earnings Adjustment Statements must be transmitted to the Department through the Department’s web portal <a href="https://submit-learner-data.service.gov.uk">Submit learner data (submit-learner-data.service.gov.uk)</a> . Access to the Department’s web portal is restricted and the Provider agrees to comply with the conditions of use regarding the supply of data to the Department set out in this Clause 5.2.3 and in the ‘ILR Specification’ and <b>the</b> ‘Provider Support Manual’ as amended and updated available on the Department’s website.	5 Submission of Learner Data
<b>Clause 5.2.5</b> <i>(previously Clause 21.2.5)</i>	Clause 5.2.5 has been deleted	5 Submission of Learner Data
<b>Clause 5.2.6</b> <i>(previously Clause 21.2.6)</i>	Clause 5.2.6 has been amended and re-numbered as Clause 5.2.5 5.2.5 Where required, the Provider must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding <b>claim</b> must be submitted as detailed in the guidance <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> . The Provider must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. <b>The EAS should also be</b>	5 Submission of Learner Data

Section	Change	Clause Reference
	<p>used to repay Funding claimed in error during the Funding Year. The Provider must claim or repay funding via the EAS as set out in the EAS guidance: <a href="http://www.gov.uk">Earnings adjustment statement (EAS) 2023 to 2024 - GOV.UK (www.gov.uk)</a>.</p>	
<p><b>Clause 6</b></p>	<p>Clause 6 has been added</p> <p><b>6 REQUIREMENTS</b></p> <p>6.1 The Provider must:</p> <p>6.1.1 ensure that any information it enters on the Apprenticeship Service including information entered on the Employer’s behalf is accurate;</p> <p>6.1.2 comply at all times with the Funding Rules;</p> <p>6.1.3 act in accordance with any requests made by the Department;</p> <p>6.1.4 have documented and implemented procedures for identifying and dealing with conflicts of interest;</p> <p>6.1.5 have documented and implemented procedures and processes to deal with the prevention of fraud and/or administrative malfunction;</p> <p>6.1.6 proactively ensure all data and information (including financial information) submitted to the Department is true, accurate and submitted promptly;</p> <p>6.1.7 ensure that it has the appropriate registrations with the Information Commissioner’s Office for controlling and/or processing data and that it maintains them for the Term of this Agreement;</p>	<p>6 Requirements</p>

Section	Change	Clause Reference
	<p>6.1.8 notify the Department of any events or circumstances arising in connection with the delivery of its obligations under this Agreement which could give rise to any legal liability, have an adverse effect on the reputation of the Department or call into question the Provider’s suitability to deliver the Services, including (but not limited to):</p> <ul style="list-style-type: none"> <li>(a) any events or circumstances leading to the death or serious injury of any Learner;</li> <li>(b) the commission of any serious criminal offence by a senior individual in the Provider’s organisation or any individual involved in the delivery of the Services;</li> <li>(c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with;</li> <li>(d) not committing a Prohibited Act; and</li> <li>(e) notify the Department in writing within 5 Working Days if it or a Provider Related Party is subject to remedial and/or enforcement action by an Awarding Organisation.</li> </ul>	
<p><b>Clauses 7 &amp; 7.1.1</b> <i>(previously Clauses 27 &amp; 27.1.1)</i></p>	<p>Clause 7 has been renamed “<b>REVIEW OF PERFORMANCE UNDER THE AGREEMENT AND RECONCILIATION OF AGREEMENTS</b>” and Clause 7.1.1 has subsequently been amended</p> <p>7.1.1 Reviews of performance <b>under the Agreement</b> and reconciliation will be carried out in accordance with part <b>2B</b> of Schedule <b>2</b> (Specification &amp; Monitoring).</p>	<p>7 Review of performance under the Agreement and reconciliation of Agreements</p>

Section	Change	Clause Reference
<b>Clause 12.2.3</b>	<p>Clause 12.2.3 has been added</p> <p>12.2.3 The Department reserves the right on reasonable grounds, by notice to the Provider, to increase the level of its monitoring of the Provider until such time as the Provider has demonstrated to the reasonable satisfaction of the Department that it will perform (and is capable of performing) its obligations.</p>	12 Performance Monitoring
<b>Clause 13</b>	Clause 13 (NOT USED) has been deleted	N/A
<b>Clause 15.12</b>	<p>Clause 15.12 has been added</p> <p>15.12 Where it applies, the Provider must comply with the Safeguarding Vulnerable Groups Act 2006 and must have in place throughout the Agreement Period policies and procedures to ensure full compliance.</p>	15 Learner Welfare
<b>Clause 18</b>	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
<b>Clause 20.2.4</b> <i>(previously Clause 15.2.4)</i>	<p>Clause 20.2.4 has been amended</p> <p>20.2.4 Where the Provider fails to comply with the additional conditions imposed under Clause 20.2.3, within such time as the Department deems reasonable, the Department may take such actions as it deems appropriate which may include, but is not limited to, <b>action under Clause 32 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 33 (Termination)</b>.</p>	20 Relationships
<b>Clause 22.2</b> <i>(previously Clause 17.2)</i>	<p>Clause 22.2 has been amended</p> <p>22.2 In the first instance, <b>the Agreement Manager and the Account Manager</b> will each use their reasonable endeavours to resolve the dispute. If the dispute cannot be resolved by such representatives within 15 days of the dispute arising, it will be referred to a senior</p>	22 Dispute Resolution



Section	Change	Clause Reference
	representative of each Party, who will each use their reasonable endeavours to resolve the dispute.	
<b>Clause 25</b>	Clause 25 (Re-Provision of the Services) has been deleted	N/A
<b>Clause 29.8.1(d)</b> <i>(previously Clause 31.8.1(d))</i>	Clause 29.8.1(d) has been deleted	29 Indemnities and Liability
<b>Clause 33.3.1</b> <i>(previously Clause 35.3.1)</i>	Clause 33.3.1 has been deleted	33 Termination
<b>Clause 33.3.2</b>	Clause 33.3.2 has been added 33.3.2 the Provider fails to comply with requirements imposed under Clause 6 (Requirements);	33 Termination
<b>Clause 33.3.10</b> <i>(previously Clause 35.3.10)</i>	Clause 33.3.10 has been amended 33.3.10 in accordance with Clause 4.1.4, the Provider does not recruit and/or data returns reveal that no Learners have been enrolled for the <b>Funding Year</b> to which this Agreement relates;	33 Termination
<b>Clause 33.3.11</b> <i>(previously Clause 35.3.11)</i>	Clause 33.3.11 has been split out into 3 sub-clauses and amended 33.3.11 <b>the Provider:</b> (a) <b>fails to provide information in response to a request made under Clause 4.1.14;</b>	33 Termination

Section	Change	Clause Reference
	<p>(b) <b>provides</b> information which <b>does not demonstrate how the Provider complies with Clause 4.1.14 or why the clause does not apply to it;</b></p> <p>(c) <b>is notified by HMRC</b> that <b>it</b> is not complying with its obligations under the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax;</p>	
<p><b>Clause 37.2</b> <i>(previously Clause 39.2)</i></p>	<p>Clause 37.2 has been amended</p> <p>37.2 All such notices and <b>documents</b> must be in the English language. To prove the giving of a notice or other document it will be sufficient to show that it was despatched.</p>	<p>37 Service of Notices</p>
<p><b>Clause 48</b></p>	<p>Clause 48 (NOT USED) has been deleted</p>	<p>N/A</p>
<p><b>Clause 49.1.2</b> <i>(previously Clause 52.1.2)</i></p>	<p>The table at Clause 49.1.2 has been amended to remove references to the following Clauses:</p> <p>18 Assignment of IPR in Databases</p> <p>25 Re-Provision of the Services</p>	<p>49 Continuing Obligations</p>
<p><b>“Agreement”</b></p>	<p>Definition has been amended</p> <p>means the Agreement between the above named parties consisting of the Terms and Conditions, <b>the Schedules</b>, the Specification and any other documents (or parts thereof) specified in the Agreement and any variations to the Agreement agreed in writing and signed by both Parties;</p>	<p>Schedule 1: Definitions</p>
<p><b>“Apprenticeship Provider and Assessment Register”</b></p>	<p>Definition has been amended</p> <p>means the <b>Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government</b></p>	<p>Schedule 1: Definitions</p>

Section	Change	Clause Reference
“APAR”	funding to train Apprentices, and/or can undertake end-point assessments.	
<b>SCHEDULE 3: NOT USED</b>	SCHEDULE 3: NOT USED has been deleted	N/A
<b>SCHEDULE 4: NOT USED</b>	SCHEDULE 4: NOT USED has been deleted	N/A
<b>SCHEDULE 5: NOT USED</b>	SCHEDULE 5: NOT USED has been deleted	N/A
<b>Subject matter of the Processing</b>	<p>Details have been amended</p> <p>The subject matter is the Personal Data of Learners 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 <b>information</b>: key stage <b>4 and 5</b> and adult education and the ILR privacy notice and documentation.</p> <p><a href="http://www.gov.uk">Personal information charter - Department for Education - GOV.UK (www.gov.uk)</a></p> <p><a href="http://www.gov.uk">Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</a></p> <p><a href="http://data.service.gov.uk">ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</a></p>	Schedule 4: UK GDPR / Data Protection
<b>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</b>	Description has been renamed “Plan for return and destruction of the data once the processing is complete”	Schedule 4: UK GDPR / Data Protection

Section	Change	Clause Reference
<p><b>Paragraph 1.2</b></p>	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme</p> <p>1.2 In the collection and processing of the data set out in Schedule 4: UK GDPR/Data Protection, the requirements of Cabinet Office <a href="#">PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk)</a> dated <b>September 2023</b>, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the <b>2024/25</b> Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	<p>Schedule 5: Security &amp; Department Policies</p>
<p><b>Paragraph 5.2.2</b></p>	<p>Paragraph 5.2.2 has been amended to remove the words “pursuant to Clause 25 of the Agreement (Re-Provision of the Services)” as follows:</p> <p>5.2.2 set out procedures to deal with requests made by the Department and/or a Successor Provider for the staffing information ;</p>	<p>Schedule 6: Exit Arrangements</p>
<p><b>Paragraph 9.1</b></p>	<p>Paragraph 9.1 has been amended</p> <p>9.1 The Department and Provider agree and acknowledge that in the event of the Provider ceasing to provide the Services or part of them for any reason, <b>the Provider will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</b></p>	<p>Schedule 6: Exit Arrangements</p>
<p><b>Paragraph 1.29</b></p>	<p>Paragraph 1.29 has been amended</p> <p>1.29 If the aggregate total of all Subcontractors delivering ESFA funded provision on the Provider’s behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the</p>	<p>Schedule 7: Subcontracting</p>

Section	Change	Clause Reference
	requirements detailed in <a href="http://www.gov.uk">ESFA subcontracting standard - GOV.UK (www.gov.uk)</a> . The £100,000 threshold includes Apprenticeships, ESFA <b>Adult Skills Fund</b> and 16 to 19 provision subcontracted by the Provider.	

**Conditions of Funding (Grant) (Local Authorities):**

Section	Change	Clause Reference
<b>Entire Agreement</b>	All references to “Contact Form: General Enquires at <a href="http://www.gov.uk">Education and Skills Funding Agency - GOV.UK (www.gov.uk)</a> ” have been replaced with “ <b>Customer Help Portal: <a href="http://education.gov.uk">Home - Customer Help Portal (education.gov.uk)</a></b> ” throughout the Agreement.	Entire Agreement
<b>Entire Agreement</b>	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider <b>and</b> Assessment Register” throughout the Agreement.	Entire Agreement
<b>PART 1: PRELIMINARIES</b>	“PART 1: PRELIMINARIES” has been renamed “PART 1: <b>TERMS AND CONDITIONS</b> ”	Part 1: Terms and Conditions
<b>Clause 1</b>	The table titled “DEFINITIONS” at Clause 1 has been renamed “ <b>SCHEDULE 1: DEFINITIONS</b> ” and moved to the back of the Terms and Conditions.  All subsequent schedules and references to schedules have been updated throughout the Agreement.	Schedule 1: Definitions
<b>Clause 1.4.1</b>	Clause 1.4.1 has been amended  1.4.1 the Terms and Conditions ( <b>Clauses 1 to 49</b> );	Part 1: Terms and Conditions
<b>Clause 1.4.2</b>	Clause 1.4.2 has been added  1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
<b>Clause 1.4.4</b>	The paragraph after Clause 1.4.4 has been amended	Part 1: Terms and Conditions

Section	Change	Clause Reference
	for the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules <b>and/or any policy that is referred to in this Agreement</b> , this Agreement will take precedence.	
<b>Clause 1.6</b>	<p>Clause 1.6 has been amended</p> <p>1.6 Without prejudice to the provisions set out in Clause 1.5, the Department for Education will principally manage <b>the Apprenticeship Provider and Assessment Register</b>, the relationship with the Provider and any intervention; and the ESFA will principally be responsible for allocations, payments, Agreement administration and assurance.</p>	Part 1: Terms and Conditions
<b>Clause 3.2</b>	<p>Clause 3.2 has been deleted and replaced with a new Clause 3.2</p> <p>3.2 The Provider must deliver the Services in accordance with this Agreement including the Specification, the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of the Terms and Conditions of this Agreement as if they were set out within it.</p>	3 Service Delivery
<b>Clause 4.1.1</b> <i>(previously Clause 26.1.1)</i>	<p>Clause 4.1.1 has been deleted and replaced with a new Clause 4.1.1</p> <p>4.1.1 Subject to the Terms and Conditions of this Agreement, the Department agrees to pay the Provider the amounts of Funding set out in Schedule 3 (Payment) of this Agreement.</p>	4 Payment, Funding and Audit
<b>Clauses 4.1.3 &amp; 4.1.4</b> <i>(previously Clause 26.1.3 &amp; 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
<b>Clause 4.1.5</b>	Clause 4.1.5 has been amended and re-numbered as Clause 4.1.3	4 Payment, Funding and Audit

Section	Change	Clause Reference
<i>(previously Clause 26.1.5)</i>	4.1.3 The payment of Funding by the Department will be without prejudice to any claims or rights, which the Department may have against the Provider and will not constitute any admission by the Department as to the performance by the Provider of its obligations under this Agreement. Prior to any such payment of Funding, the Department shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever <b>the amounts of which have been determined or agreed</b> , with or against the Provider, arising from this Agreement or any other agreement between the Provider and the Department.	
<b>Clause 4.1.17</b> <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
<b>Clause 4.1.19(a)</b> <i>(previously Clause 26.1.19(a))</i>	Clause 4.1.19(a) has been amended and renumbered as Clause 4.1.16(a) (a) notify the Department in writing of such fact within 5 Working Days of its occurrence, <b>or the identification of the occurrence whichever is sooner</b> ; and	4 Payment, Funding and Audit
<b>Clause 5.3.1</b> <i>(previously Clause 21.3.1)</i>	Clause 5.3.1 has been amended 5.3.1 Where required, the Provider must supply the Department data on each individual Learner, in accordance with the ' <b>Data Collection Timetable</b> ' set out in the ' <b>Appendices, validation rules and schema</b> ' as amended and updated, <b>and in accordance with the 'Provider Support Manual' as updated and amended</b> , which <b>are</b> published on the Department's website <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> .	5 Submission of Learner Data
<b>Clause 5.3.2</b>	Clause 5.3.2 has been amended	5 Submission of Learner Data



Section	Change	Clause Reference
<i>(previously Clause 21.3.2)</i>	5.3.2 The Provider must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Provider must report all changes by the final collection of the Funding Year. <b>Failure to report withdrawals by this time will result in the recovery of Funding.</b>	
<b>Clause 5.3.3</b> <i>(previously Clause 21.3.3)</i>	Clause 5.3.3 has been amended to remove the reference to “supplementary data” 5.3.3 ILR Data and Earnings Adjustment Statements must be transmitted to the Department through the Department’s web portal <a href="https://submit-learner-data.service.gov.uk">Submit learner data (submit-learner-data.service.gov.uk)</a> . Access to the Department’s web portal is restricted and the Provider agrees to comply with the conditions of use regarding the supply of data to the Department set out in this Clause 5.3.3 and in the ‘ILR Specification’ and <b>the</b> Provider Support Manual as amended and updated available on the Department’s website.	5 Submission of Learner Data
<b>Clause 5.3.5</b> <i>(previously Clause 21.3.5)</i>	Clause 5.3.5 has been deleted	5 Submission of Learner Data
<b>Clause 5.3.6</b> <i>(previously Clause 21.3.6)</i>	Clause 5.3.6 has been amended and re-numbered as Clause 5.3.5 5.3.5 Where required, the Provider must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding claim must be submitted as detailed in the guidance <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> . The Provider must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. <b>The EAS should also be</b>	5 Submission of Learner Data

Section	Change	Clause Reference
	<p>used to repay Funding claimed in error during the Funding Year. The Provider must claim or repay funding via the EAS as set out in the EAS guidance: <a href="http://www.gov.uk">Earnings adjustment statement (EAS) 2023 to 2024 - GOV.UK (www.gov.uk)</a>.</p>	
<p><b>Clause 6</b></p>	<p>Clause 6 has been added</p> <p><b>6 REQUIREMENTS</b></p> <p>6.1 The Provider must:</p> <p>6.1.1 ensure that any information it enters on the Apprenticeship Service including information entered on the Employer’s behalf is accurate;</p> <p>6.1.2 comply at all times with the Funding Rules;</p> <p>6.1.3 act in accordance with any requests made by the Department;</p> <p>6.1.4 have documented and implemented procedures for identifying and dealing with conflicts of interest;</p> <p>6.1.5 have documented and implemented procedures and processes to deal with the prevention of fraud and/or administrative malfunction;</p> <p>6.1.6 proactively ensure all data and information (including financial information) submitted to the Department is true, accurate and submitted promptly;</p> <p>6.1.7 ensure that it has the appropriate registrations with the Information Commissioner’s Office for controlling and/or processing data and that it maintains them for the Term of this Agreement;</p>	<p>6 Requirements</p>

Section	Change	Clause Reference
	<p>6.1.8 notify the Department of any events or circumstances arising in connection with the delivery of its obligations under this Agreement which could give rise to any legal liability, have an adverse effect on the reputation of the Department or call into question the Provider's suitability to deliver the Services, including (but not limited to):</p> <ul style="list-style-type: none"> <li>(a) any events or circumstances leading to the death or serious injury of any Learner;</li> <li>(b) the commission of any serious criminal offence by a senior individual in the Provider's organisation or any individual involved in the delivery of the Services;</li> <li>(c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with;</li> <li>(d) not committing a Prohibited Act; and</li> <li>(e) notify the Department in writing within 5 Working Days if it or a Provider Related Party is subject to remedial and/or enforcement action by an Awarding Organisation.</li> </ul>	
<p><b>Clauses 7 &amp; 7.2.1</b> <i>(previously Clauses 27 &amp; 27.2.1)</i></p>	<p>Clause 7 has been renamed "REVIEW OF PERFORMANCE <b>UNDER THE AGREEMENT</b> AND RECONCILIATION OF AGREEMENTS" and Clause 7.2.1 has subsequently been amended</p> <p>7.2.1 Reviews of performance <b>under the Agreement</b> and reconciliation will be carried out in accordance with part 2B of Schedule 2 (Specification &amp; Monitoring).</p>	<p>7 Review of performance under the Agreement and reconciliation of Agreements</p>

Section	Change	Clause Reference
<b>Clause 12.2.4</b>	<p>Clause 12.2.4 has been added</p> <p>12.2.4 The Department reserves the right on reasonable grounds, by notice to the Provider, to increase the level of its monitoring of the Provider until such time as the Provider has demonstrated to the reasonable satisfaction of the Department that it will perform (and is capable of performing) its obligations.</p>	12 Performance Monitoring
<b>Clause 13</b>	Clause 13 (NOT USED) has been deleted	N/A
<b>Clause 15.13</b>	<p>Clause 15.13 has been added</p> <p>15.13 Where it applies, the Provider must comply with the Safeguarding Vulnerable Groups Act 2006 and must have in place throughout the Agreement Period policies and procedures to ensure full compliance.</p>	15 Learner Welfare
<b>Clause 18</b>	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
<b>Clause 20.2.4</b> <i>(previously Clause 15.2.4)</i>	<p>Clause 20.2.4 has been amended</p> <p>20.2.4 Where the Provider fails to comply with the additional conditions imposed under Clause 20.2.3, within such time as the Department deems reasonable, the Department may take such actions as it deems appropriate which may include, but is not limited to, <b>action under Clause 32 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 33 (Termination).</b></p>	20 Relationships
<b>Clause 22.2</b> <i>(previously Clause 17.2)</i>	<p>Clause 22.2 has been amended</p> <p>22.2 In the first instance, <b>the Agreement Manager and the Account Manager</b> will each use their reasonable endeavours to resolve the dispute. If the dispute cannot be resolved by such representatives within 15 days of the dispute arising, it will be referred to a senior</p>	22 Dispute Resolution

Section	Change	Clause Reference
	representative of each Party, who will each use their reasonable endeavours to resolve the dispute.	
<b>Clause 25</b>	Clause 25 (Re-Provision of the Services) has been deleted	N/A
<b>Clause 29.8.1(d)</b> <i>(previously Clause 31.8.1(d))</i>	Clause 29.8.1(d) has been deleted	29 Indemnities and Liability
<b>Clause 33.3.1</b> <i>(previously Clause 35.3.1)</i>	Clause 33.3.1 has been deleted	33 Termination
<b>Clause 33.3.2</b>	Clause 33.3.2 has been added 33.3.2 the Provider fails to comply with requirements imposed under Clause 6 (Requirements);	33 Termination
<b>Clause 33.3.10</b> <i>(previously Clause 35.3.10)</i>	Clause 33.3.10 has been split out into 3 sub-clauses and amended 33.3.10 <b>the Provider:</b> <ul style="list-style-type: none"> <li>(a) <b>fails to provide information in response to a request made under Clause 4.1.14;</b></li> <li>(b) <b>provides information which does not demonstrate how the Provider complies with Clause 4.1.14 or why the clause does not apply to it;</b></li> <li>(c) <b>is notified by HMRC that it is not complying with its obligations under the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax;</b></li> </ul>	33 Termination

Section	Change	Clause Reference
<b>Clause 37.2</b> <i>(previously Clause 39.2)</i>	Clause 37.2 has been amended 37.2 All such notices and <b>documents</b> must be in the English language. To prove the giving of a notice or other document it will be sufficient to show that it was despatched.	37 Service of Notices
<b>Clause 48</b>	Clause 48 (NOT USED) has been deleted	N/A
<b>Clause 49.1.2</b> <i>(previously Clause 52.1.2)</i>	The table at Clause 49.1.2 has been amended to remove references to the following Clauses: 18 Assignment of IPR in Databases 25 Re-Provision of the Services	49 Continuing Obligations
<b>“Agreement”</b>	Definition has been amended means the Agreement between the above named parties consisting of the Terms and Conditions, <b>the Schedules</b> , the Specification and any other documents (or parts thereof) specified in the Agreement and any variations to the Agreement agreed in writing and signed by both Parties;	Schedule 1: Definitions
<b>“Apprenticeship Provider and Assessment Register”</b> <b>“APAR”</b>	Definition has been amended means the <b>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.</b>	Schedule 1: Definitions
<b>SCHEDULE 3: NOT USED</b>	SCHEDULE 3: NOT USED has been deleted	N/A
<b>SCHEDULE 4: NOT USED</b>	SCHEDULE 4: NOT USED has been deleted	N/A
<b>SCHEDULE 5: NOT USED</b>	SCHEDULE 5: NOT USED has been deleted	N/A

Section	Change	Clause Reference
<b>Subject matter of the Processing</b>	<p>Details have been amended</p> <p>The subject matter is the Personal Data of Learners 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 <b>information</b>: key stage <b>4 and 5</b> and adult education and the ILR privacy notice and documentation.</p> <p><a href="https://www.gov.uk/government/publications/personal-information-charter">Personal information charter - Department for Education - GOV.UK (www.gov.uk)</a></p> <p><a href="https://www.gov.uk/government/publications/privacy-information-key-stage-4-and-5-and-adult-education">Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</a></p> <p><a href="https://data.service.gov.uk/privacy-notice-2024-to-2025-version-1">ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</a></p>	Schedule 4: UK GDPR / Data Protection
<b>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</b>	<p>Description has been renamed “Plan for return and destruction of the data once the processing is complete”</p>	Schedule 4: UK GDPR / Data Protection
<b>Paragraph 1.2</b>	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme</p> <p>1.2 In the collection and processing of the data set out in Schedule 4: UK GDPR/Data Protection, the requirements of Cabinet Office <a href="https://www.gov.uk/government/publications/ppn-09-23-updates-to-the-cyber-essentials-scheme">PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk)</a> dated <b>September 2023</b>, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements</p>	Schedule 5: Security & Department Policies

Section	Change	Clause Reference
	<p>of Cyber Essentials during the <b>2024/25</b> Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	
<p><b>Paragraph 5.2.2</b></p>	<p>Paragraph 5.2.2 has been amended to remove the words “pursuant to Clause 25 of the Agreement (Re-Provision of the Services)” as follows:</p> <p>5.2.2 set out procedures to deal with requests made by the Department and/or a Successor Provider for the staffing information ;</p>	<p>Schedule 6: Exit Arrangements</p>
<p><b>Paragraph 9.1</b></p>	<p>Paragraph 9.1 has been amended</p> <p>9.1 The Department and Provider agree and acknowledge that in the event of the Provider ceasing to provide the Services or part of them for any reason, <b>the Provider will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</b></p>	<p>Schedule 6: Exit Arrangements</p>
<p><b>Paragraph 1.29</b></p>	<p>Paragraph 1.29 has been amended</p> <p>1.29 If the aggregate total of all Subcontractors delivering ESFA funded provision on the Provider’s behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/100000/esfa_subcontracting_standard.pdf">ESFA subcontracting standard - GOV.UK (www.gov.uk)</a>. The £100,000 threshold includes Apprenticeships, ESFA <b>Adult Skills Fund</b> and 16 to 19 provision subcontracted by the Provider.</p>	<p>Schedule 7: Subcontracting</p>



### Conditions of Funding (Grant) (Trusts):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at <a href="http://www.gov.uk">Education and Skills Funding Agency - GOV.UK (www.gov.uk)</a> ” have been replaced with “ <b>Customer Help Portal: <a href="http://education.gov.uk">Home - Customer Help Portal (education.gov.uk)</a></b> ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider <b>and</b> Assessment Register” throughout the Agreement.	Entire Agreement
<b>PART 1: PRELIMINARIES</b>	“PART 1: PRELIMINARIES” has been renamed “PART 1: <b>TERMS AND CONDITIONS</b> ”	Part 1: Terms and Conditions
<b>Clause 1</b>	The table titled “DEFINITIONS” at Clause 1 has been renamed “ <b>SCHEDULE 1: DEFINITIONS</b> ” and moved to the back of the Terms and Conditions.  All subsequent schedules and references to schedules have been updated throughout the Agreement.	Schedule 1: Definitions
<b>Clause 1.4.1</b>	Clause 1.4.1 has been amended  1.4.1 the Terms and Conditions ( <b>Clauses 1 to 49</b> );	Part 1: Terms and Conditions
<b>Clause 1.4.2</b>	Clause 1.4.2 has been added  1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
<b>Clause 1.4.4</b>	The paragraph after Clause 1.4.4 has been amended	Part 1: Terms and Conditions

Section	Change	Clause Reference
	for the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules <b>and/or any policy that is referred to in this Agreement</b> , this Agreement will take precedence.	
<b>Clause 1.6</b>	<p>Clause 1.6 has been amended</p> <p>1.6 Without prejudice to the provisions set out in Clause 1.5, the Department for Education will principally manage <b>the Apprenticeship Provider and Assessment Register</b>, the relationship with the Provider and any intervention; and the ESFA will principally be responsible for allocations, payments, Agreement administration and assurance.</p>	Part 1: Terms and Conditions
<b>Clause 3.2</b>	<p>Clause 3.2 has been deleted and replaced with a new Clause 3.2</p> <p>3.2 The Provider must deliver the Services in accordance with this Agreement including the Specification, the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of the Terms and Conditions of this Agreement as if they were set out within it.</p>	3 Service Delivery
<b>Clause 4.1.1</b> <i>(previously Clause 26.1.1)</i>	<p>Clause 4.1.1 has been deleted and replaced with a new Clause 4.1.1</p> <p>4.1.1 Subject to the Terms and Conditions of this Agreement, the Department agrees to pay the Provider the amounts of Funding set out in Schedule 3 (Payment) of this Agreement.</p>	4 Payment, Funding and Audit
<b>Clauses 4.1.3 &amp; 4.1.4</b> <i>(previously Clauses 26.1.3 &amp; 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
<b>Clause 4.1.5</b>	Clause 4.1.5 has been amended and re-numbered as Clause 4.1.3	4 Payment, Funding and Audit

Section	Change	Clause Reference
<i>(previously Clause 26.1.5)</i>	4.1.3 The payment of Funding by the Department will be without prejudice to any claims or rights, which the Department may have against the Provider and will not constitute any admission by the Department as to the performance by the Provider of its obligations under this Agreement. Prior to any such payment of Funding, the Department shall be entitled to make deductions or deferments in respect of any disputes or claims whatsoever <b>the amounts of which have been determined or agreed</b> , with or against the Provider, arising from this Agreement or any other agreement between the Provider and the Department.	
<b>Clause 4.1.17</b> <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
<b>Clause 4.1.19(a)</b> <i>(previously Clause 26.1.19(a))</i>	Clause 4.1.19(a) has been amended and renumbered as Clause 4.1.16(a) (a) notify the Department in writing of such fact within 5 Working Days of its occurrence, <b>or the identification of the occurrence whichever is sooner</b> ; and	4 Payment, Funding and Audit
<b>Clause 5.2.1</b> <i>(previously Clause 21.2.1)</i>	Clause 5.2.1 has been amended 5.2.1 Where required, the Provider must supply the Department data on each individual Learner, in accordance with the ' <b>Data Collections Timetable</b> ' set out in the ' <b>Appendices, validation rules and schema</b> ' as amended and updated, <b>and in accordance with the 'Provider Support Manual' as amended and updated</b> , which <b>are</b> published on the Department's website <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> .	5 Submission of Learner Data
<b>Clause 5.2.2</b>	Clause 5.2.2 has been amended	5 Submission of Learner Data

Section	Change	Clause Reference
<i>(previously Clause 21.2.2)</i>	5.2.2 The Provider must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Provider must report all changes by the final collection of the Funding Year. <b>Failure to report withdrawals by this time will result in the recovery of Funding.</b>	
<b>Clause 5.2.3</b> <i>(previously Clause 21.2.3)</i>	Clause 5.2.3 has been amended to remove the reference to “supplementary data” 5.2.3 ILR Data and Earnings Adjustment Statements must be transmitted to the Department through the Department’s web portal <a href="https://submit-learner-data.service.gov.uk">Submit learner data (submit-learner-data.service.gov.uk)</a> . Access to the Department’s web portal is restricted and the Provider agrees to comply with the conditions of use regarding the supply of data to the Department set out in this Clause 5.2.3 and in the ‘ILR Specification’ and <b>the</b> ‘Provider Support Manual’ as amended and updated available on the Department’s website.	5 Submission of Learner Data
<b>Clause 5.2.5</b> <i>(previously Clause 21.2.5)</i>	Clause 5.2.5 has been deleted	5 Submission of Learner Data
<b>Clause 5.2.6</b> <i>(previously Clause 21.2.6)</i>	Clause 5.2.6 has been amended and re-numbered as Clause 5.2.5 5.2.5 Where required, the Provider must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding <b>claim</b> must be submitted as detailed in the guidance <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> . The Provider must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. <b>The EAS should also be</b>	5 Submission of Learner Data

Section	Change	Clause Reference
	<p>used to repay Funding claimed in error during the Funding Year. The Provider must claim or repay funding via the EAS as set out in the EAS guidance: <a href="http://www.gov.uk">Earnings adjustment statement (EAS) 2023 to 2024 - GOV.UK (www.gov.uk)</a>.</p>	
<p><b>Clause 6</b></p>	<p>Clause 6 has been added</p> <p><b>6 REQUIREMENTS</b></p> <p>6.1 The Provider must:</p> <p>6.1.1 ensure that any information it enters on the Apprenticeship Service including information entered on the Employer’s behalf is accurate;</p> <p>6.1.2 comply at all times with the Funding Rules;</p> <p>6.1.3 act in accordance with any requests made by the Department;</p> <p>6.1.4 have documented and implemented procedures for identifying and dealing with conflicts of interest;</p> <p>6.1.5 have documented and implemented procedures and processes to deal with the prevention of fraud and/or administrative malfunction;</p> <p>6.1.6 proactively ensure all data and information (including financial information) submitted to the Department is true, accurate and submitted promptly;</p> <p>6.1.7 ensure that it has the appropriate registrations with the Information Commissioner’s Office for controlling and/or processing data and that it maintains them for the Term of this Agreement;</p>	<p>6 Requirements</p>

Section	Change	Clause Reference
	<p>6.1.8 notify the Department of any events or circumstances arising in connection with the delivery of its obligations under this Agreement which could give rise to any legal liability, have an adverse effect on the reputation of the Department or call into question the Provider’s suitability to deliver the Services, including (but not limited to):</p> <ul style="list-style-type: none"> <li>(a) any events or circumstances leading to the death or serious injury of any Learner;</li> <li>(b) the commission of any serious criminal offence by a senior individual in the Provider’s organisation or any individual involved in the delivery of the Services;</li> <li>(c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with;</li> <li>(d) not committing a Prohibited Act; and</li> <li>(e) notify the Department in writing within 5 Working Days if it or a Provider Related Party is subject to remedial and/or enforcement action by an Awarding Organisation.</li> </ul>	
<p><b>Clauses 7 &amp; 7.1.1</b> <i>(previously Clauses 27 &amp; 27.1.1)</i></p>	<p>Clause 7 has been renamed “REVIEW OF PERFORMANCE <b>UNDER THE AGREEMENT</b> AND RECONCILIATION OF AGREEMENTS” and Clause 7.1.1 has subsequently been amended</p> <p>7.1.1 Reviews of performance <b>under the Agreement</b> and reconciliation will be carried out in accordance with part 2B of Schedule 2 (Specification &amp; Monitoring).</p>	<p>7 Review of performance under the Agreement and reconciliation of Agreements</p>

Section	Change	Clause Reference
<b>Clause 12.2.3</b>	<p>Clause 12.2.3 has been added</p> <p>12.2.3 The Department reserves the right on reasonable grounds, by notice to the Provider, to increase the level of its monitoring of the Provider until such time as the Provider has demonstrated to the reasonable satisfaction of the Department that it will perform (and is capable of performing) its obligations.</p>	12 Performance Monitoring
<b>Clause 13</b>	Clause 13 (NOT USED) has been deleted	N/A
<b>Clause 15.12</b>	<p>Clause 15.12 has been added</p> <p>15.12 Where it applies, the Provider must comply with the Safeguarding Vulnerable Groups Act 2006 and must have in place throughout the Agreement Period policies and procedures to ensure full compliance.</p>	15 Learner Welfare
<b>Clause 18</b>	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
<b>Clause 18.3.4</b> <i>(previously Clause 12.3.4)</i>	<p>Clause 18.3.4 has been amended</p> <p>18.3.4 reduce, suspend or recover payment to the Provider in respect of that part of the Services assessed as inadequate <b>in accordance with the provisions of this Agreement</b>; and/or</p>	18 Inspections
<b>Clause 20.2.4</b> <i>(previously Clause 15.2.4)</i>	<p>Clause 20.2.4 has been amended</p> <p>20.2.4 Where the Provider fails to comply with the additional conditions imposed under Clause 20.2.3, within such time as the Department deems reasonable, the Department may take such actions as it deems appropriate which may include, but is not limited to, <b>action under Clause 32 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 33 (Termination)</b>.</p>	20 Relationships

Section	Change	Clause Reference
<b>Clause 22.2</b> <i>(previously Clause 17.2)</i>	Clause 22.2 has been amended  22.2 In the first instance, <b>the Agreement Manager and the Account Manager</b> will each use their reasonable endeavours to resolve the dispute. If the dispute cannot be resolved by such representatives within 15 days of the dispute arising, it will be referred to a senior representative of each Party, who will each use their reasonable endeavours to resolve the dispute.	22 Dispute Resolution
<b>Clause 25</b>	Clause 25 (Re-provision of the Services) has been deleted	N/A
<b>Clause 29.8.1(d)</b> <i>(previously Clause 31.8.1(d))</i>	Clause 29.8.1(d) has been deleted	29 Indemnities and Liability
<b>Clause 32.1.8</b> <i>(previously Clause 34.1.8)</i>	Clause 32.1.8 has been amended  32.1.8 there occurs, in respect of the Provider, any Insolvency Event which, in the reasonable opinion of the Department, may affect the <b>Provider's</b> ability to comply with its obligations under this Agreement; and/or	32 Withholding, Suspension and Repayment of Funding
<b>Clause 33.3.1</b> <i>(previously Clause 35.3.1)</i>	Clause 33.3.1 has been deleted	33 Termination
<b>Clause 33.3.2</b>	Clause 33.3.2 has been added  33.3.2 the Provider fails to comply with requirements imposed under Clause 6 (Requirements);	33 Termination
<b>Clause 33.3.10</b>	Clause 33.3.10 has been split out into 3 sub-clauses and amended	33 Termination



Section	Change	Clause Reference
<i>(previously Clause 35.3.10)</i>	<p>33.3.10 <b>the Provider:</b></p> <ul style="list-style-type: none"> <li>(a) <b>fails to provide information in response to a request made under Clause 4.1.14;</b></li> <li>(b) <b>provides</b> information which <b>does not demonstrate how the Provider complies with Clause 4.1.14 or why the clause does not apply to it;</b></li> <li>(c) <b>is notified by HMRC</b> that <b>it</b> is not complying with its obligations under the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax;</li> </ul>	
<p><b>Clause 37.2</b> <i>(previously Clause 39.2)</i></p>	<p>Clause 37.2 has been amended</p> <p>37.2 All such notices and <b>documents</b> must be in the English language. To prove the giving of a notice or other document it will be sufficient to show that it was despatched.</p>	37 Service of Notices
<p><b>Clause 48</b></p>	<p>Clause 48 (NOT USED) has been deleted</p>	N/A
<p><b>Clause 49.1.2</b> <i>(previously Clause 52.1.2)</i></p>	<p>The table at Clause 49.1.2 has been amended to remove references to the following Clauses:</p> <p>18 Assignment of IPR in Databases</p> <p>25 Re-Provision of the Services</p>	49 Continuing Obligations
<p><b>“Agreement”</b></p>	<p>Definition has been amended</p> <p>means the Agreement between the above named parties consisting of the Terms and Conditions, <b>the Schedules</b>, the Specification and any other documents (or parts thereof) specified in the Agreement and any variations to the Agreement agreed in writing and signed by both Parties;</p>	Schedule 1: Definitions

Section	Change	Clause Reference
<b>“Apprenticeship Provider and Assessment Register”</b> <b>“APAR”</b>	Definition has been amended means the <b>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.</b>	Schedule 1: Definitions
<b>SCHEDULE 3: NOT USED</b>	SCHEDULE 3: NOT USED has been deleted	N/A
<b>SCHEDULE 4: NOT USED</b>	SCHEDULE 4: NOT USED has been deleted	N/A
<b>SCHEDULE 5: NOT USED</b>	SCHEDULE 5: NOT USED has been deleted	N/A
<b>Subject matter of the Processing</b>	Details have been amended The subject matter is the Personal Data of Learners 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 <b>information</b> : key stage <b>4 and 5</b> and adult education and the ILR privacy notice and documentation. <a href="https://www.gov.uk/government/publications/personal-information-charter">Personal information charter - Department for Education - GOV.UK (www.gov.uk)</a> <a href="https://www.gov.uk/government/publications/privacy-information-key-stage-4-and-5-and-adult-education">Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</a> <a href="https://data.service.gov.uk/submit-learner-data">ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</a>	Schedule 4: UK GDPR/Data Protection
<b>Plan for return and destruction of the data once the processing is complete UNLESS</b>	Description has been renamed “Plan for return and destruction of the data once the processing is complete”	Schedule 4: UK GDPR/Data Protection

Section	Change	Clause Reference
<p><b>requirement under Union or Member State law to preserve that type of data</b></p>		
<p><b>Paragraph 1.2</b></p>	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme</p> <p>1.2 In the collection and processing of the data set out in Schedule 4: UK GDPR/Data Protection, the requirements of Cabinet Office <a href="#">PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk)</a> dated <b>September 2023</b>, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the <b>2024/25</b> Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	<p>Schedule 5: Security &amp; Department Policies</p>
<p><b>Paragraph 5.2.2</b></p>	<p>Paragraph 5.2.2 has been amended to remove the words “pursuant to Clause 25 of the Agreement (Re-Provision of the Services)” as follows:</p> <p>5.2.2 set out procedures to deal with requests made by the Department and/or a Successor Provider for the staffing information;</p>	<p>Schedule 6: Exit Arrangements</p>
<p><b>Paragraph 9.1</b></p>	<p>Paragraph 9.1 has been amended</p> <p>9.1 The Department and Provider agree and acknowledge that in the event of the Provider ceasing to provide the Services or part of them for any reason, <b>the Provider will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</b></p>	<p>Schedule 6: Exit Arrangements</p>

Section	Change	Clause Reference
<p><b>Paragraph 1.29</b></p>	<p>Paragraph 1.29 has been amended</p> <p>1.29 If the aggregate total of all Subcontractors delivering ESFA funded provision on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in <a href="http://www.gov.uk">ESFA subcontracting standard - GOV.UK (www.gov.uk)</a>. The £100,000 threshold includes Apprenticeships, ESFA <b>Adult Skills Fund</b> and 16 to 19 provision subcontracted by the Provider.</p>	<p>Schedule 7: Subcontracting</p>

**Accountability Agreement (Colleges):**

Section	Change	Clause Reference
<b>Entire Agreement</b>	All references to “Contact Form: General Enquires at <a href="http://www.gov.uk">Education and Skills Funding Agency - GOV.UK (www.gov.uk)</a> ” have been replaced with “ <b>Customer Help Portal: <a href="http://education.gov.uk">Home - Customer Help Portal (education.gov.uk)</a></b> ” throughout the Agreement.	Entire Agreement
<b>Entire Agreement</b>	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider <b>and</b> Assessment Register” throughout the Agreement.	Entire Agreement
<b>Clause 1.4.1</b>	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions ( <b>Clauses 1 to 48</b> );	Section 1: Terms and Conditions
<b>Clause 1.6</b>	Clause 1.6 has been amended 1.6 Without prejudice to the provisions set out in Clause 1.5, the Department for Education will principally manage <b>the Apprenticeship Provider and Assessment Register</b> , the relationship with the College and any intervention; and the ESFA will principally be responsible for allocations, payments, Agreement administration and assurance.	Section 1: Terms and Conditions
<b>Clause 3.10</b>	Clause 3.10 has been added 3.10 The College may be required by the Department to take part in pilot projects related to the Services (such pilot project services being “ <b>Additional Services</b> ”). Where the College is participating in a pilot project and the specification for the Additional Services sets out a requirement that is enhanced and/or different from a requirement set out in this Agreement, the College will comply with the enhanced and/or different requirement set out in the specification for the Additional	3 Service Delivery

Section	Change	Clause Reference
	<p>Services. This may include but is not limited to enhanced monitoring, regular feedback to the Department or any other body, or more frequent or detailed ILRs. The Additional Services will be provided and funded in accordance with the provisions of this Agreement.</p>	
<p><b>Clause 4.1.3</b></p>	<p>Clause 4.1.3 has been added</p> <p>4.1.3 With effect from 1 August 2024, the College shall comply with the requirements of, and have regard to the guidance in, the College Financial Handbook (the 'Financial Handbook').</p>	<p>4 Payment, Funding and Audit</p>
<p><b>Clause 4.1.4</b></p>	<p>Clause 4.1.4 has been amended and re-numbered as 4.1.5</p> <p>4.1.5 The Department shall be entitled to terminate, pursuant to Clause 32.3.9 of this Agreement on written notice if the College does not recruit and/or data returns reveal that no Learners have been enrolled for the <b>Funding Year</b> to which this Agreement relates. Where the Department terminates the Agreement under this Clause 4.1.5, the Department will withdraw the allocation of Funding for the <b>Funding Year</b> and will take action to recover Funds where payments have already occurred.</p>	<p>4 Payment, Funding and Audit</p>
<p><b>Clause 5.2.1</b></p>	<p>Clause 5.2.1 has been amended</p> <p>5.2.1 Where required, the College must supply the Department data on each individual Learner, in accordance with the '<b>Data Collection Timetable</b>' set out in the '<b>Appendices, validation rules and schema</b>' as amended and updated, <b>and in accordance with the 'Provider Support Manual' as amended and updated</b>, which are published on the Department's website <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a>.</p>	<p>5 Submission of Learner Data</p>

Section	Change	Clause Reference
<b>Clause 5.2.2</b>	<p>Clause 5.2.2 has been amended</p> <p>5.2.2 The College must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The College must report all changes by the final collection of the Funding Year. <b>Failure to report withdrawals by this time will result in the recovery of Funding.</b></p>	5 Submission of Learner Data
<b>Clause 5.2.3</b>	<p>Clause 5.2.3 has been amended to remove the reference to “supplementary data”</p> <p>5.2.3 ILR Data and Earnings Adjustment Statements must be transmitted to the Department through the Department’s web portal <a href="https://submit-learner-data.service.gov.uk">Submit learner data (submit-learner-data.service.gov.uk)</a>. Access to the Department’s web portal is restricted and the College agrees to comply with the conditions of use regarding the supply of data to the Department set out in this Clause 5.2.3 and in the ‘ILR Specification’ and <b>the</b> ‘Provider Support Manual’ as amended and updated available on the Department’s website.</p>	5 Submission of Learner Data
<b>Clause 5.2.5</b>	Clause 5.2.5 has been deleted	5 Submission of Learner Data
<b>Clause 5.2.6</b>	<p>Clause 5.2.6 has been amended and re-numbered as Clause 5.2.5</p> <p>5.2.5 Where required, the College must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding <b>claim</b> must be submitted as detailed in the guidance <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a>. The College must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All</p>	5 Submission of Learner Data

Section	Change	Clause Reference
	<p>submissions must be supported by evidence. <b>The EAS should also be used to repay Funding claimed in error during the Funding Year. The College must claim or repay funding via the EAS as set out in the EAS guidance: <a href="http://www.gov.uk">Earnings adjustment statement (EAS) 2023 to 2024 - GOV.UK (www.gov.uk)</a>.</b></p>	
<b>Clause 15.12</b>	<p>Clause 15.12 has been added</p> <p>15.12 Where it applies, the College must comply with the Safeguarding Vulnerable Groups Act 2006 and must have in place throughout the Agreement Period policies and procedures to ensure full compliance.</p>	15 Learner Welfare
<b>Clause 32.3.9</b>	<p>Clause 32.3.9 has been amended</p> <p>32.3.9 in accordance with Clause 4.1.5, the College does not recruit Learners and/or data returns reveal that no Learners have been enrolled for the <b>Funding Year</b> to which this Agreement relates;</p>	32 Termination
<b>"Additional Services"</b>	<p>Definition has been added</p> <p>has the meaning in Clause 3.10;</p>	Schedule 1: Definitions
<b>"Agreement"</b>	<p>Definition has been amended</p> <p>means the Agreement between the above named Parties consisting of the Terms and Conditions, <b>the Schedules</b>, the Specification and any other documents (or parts thereof) specified in the Agreement and any variations to the Agreement agreed in writing and signed by both Parties;</p>	Schedule 1: Definitions
<b>"Apprenticeship Provider and Assessment Register"</b>	<p>Definition has been amended</p>	Schedule 1: Definitions



Section	Change	Clause Reference
“APAR”	means the <b>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.</b>	
“College Financial Handbook”	Definition has been added means the guidance at <a href="https://www.gov.uk/government/guidance/college-financial-handbook">College financial handbook - Guidance - GOV.UK (www.gov.uk)</a> as updated and amended from time to time;	Schedule 1: Definitions
“Services”	Definition has been amended means the services to be provided in accordance with the Funding Rules and Schedule 2 ( <b>Specification &amp; Monitoring</b> ) and shall, where applicable, <b>include the Additional Services;</b>	Schedule 1: Definitions
Subject matter of the Processing	Details have been amended The subject matter is the Personal Data of Learners 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 <b>information</b> : key stage <b>4 and 5</b> and adult education and the ILR privacy notice and documentation. <a href="https://www.gov.uk/government/publications/personal-information-charter">Personal information charter - Department for Education - GOV.UK (www.gov.uk)</a> <a href="https://www.gov.uk/government/publications/privacy-information-key-stage-4-and-5-and-adult-education">Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</a> <a href="https://data.service.gov.uk/submit-learner-data">ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</a>	Schedule 4: UK GDPR/Data Protection

Section	Change	Clause Reference
<p><b>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</b></p>	<p>Description has been renamed “Plan for return and destruction of the data once the processing is complete”</p>	<p>Schedule 4: UK GDPR/Data Protection</p>
<p><b>Paragraph 1.2</b></p>	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme</p> <p>1.2 In the collection and processing of the data set out in Schedule 4 (UK GDPR/Data Protection), the requirements of Cabinet Office <a href="#">PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk)</a> dated <b>September 2023</b>, or any subsequent updated document, are mandated, and the College will work towards meeting the requirements of Cyber Essentials during the <b>2024/25</b> Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	<p>Schedule 5: Security &amp; Department Policies</p>
<p><b>Paragraph 1.29</b></p>	<p>Paragraph 1.29 has been amended</p> <p>1.29 If the aggregate total of all Subcontractors delivering ESFA funded provision on the College’s behalf exceeds or is anticipated to exceed £100,000 in any academic year, the College must meet the requirements detailed in <a href="#">ESFA subcontracting standard - GOV.UK (www.gov.uk)</a>. The £100,000 threshold includes Apprenticeships, ESFA <b>Adult Skills Fund and 16 to 19</b> provision subcontracted by the College.</p>	<p>Schedule 8: Subcontracting</p>

### Accountability Agreement (Local Authorities):

Section	Change	Clause Reference
<b>Entire Agreement</b>	All references to “Contact Form: General Enquires at <a href="http://www.gov.uk">Education and Skills Funding Agency - GOV.UK (www.gov.uk)</a> ” have been replaced with “ <b>Customer Help Portal: <a href="http://education.gov.uk">Home - Customer Help Portal (education.gov.uk)</a></b> ” throughout the Agreement.	Entire Agreement
<b>Entire Agreement</b>	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider <b>and</b> Assessment Register” throughout the Agreement.	Entire Agreement
<b>Clause 1.4.1</b>	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions ( <b>Clauses 1 to 49</b> );	Section 1: Terms and Conditions
<b>Clause 1.6</b>	Clause 1.6 has been amended 1.6 Without prejudice to the provisions set out in Clause 1.5, the Department for Education will principally manage <b>the Apprenticeship Provider and Assessment Register</b> , the relationship with the Provider and any intervention; and the ESFA will principally be responsible for allocations, payments, Agreement administration and assurance.	Section 1: Terms and Conditions
<b>Clause 5.3.1</b>	Clause 5.3.1 has been amended 5.3.1 Where required, the Provider must supply the Department data on each individual Learner, in accordance with the ‘ <b>Data Collections Timetable</b> ’ set out in the ‘ <b>Appendices, validation rules and schema</b> ’ as amended and updated, <b>and in accordance with the ‘Provider Support Manual’ as amended and updated</b> , which are published on the Department’s	5 Submission of Learner Data

Section	Change	Clause Reference
	website <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</a> .	
<b>Clause 5.3.2</b>	<p>Clause 5.3.2 has been amended</p> <p>5.3.2 The Provider must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Provider must report all changes by the final collection of the Funding Year. <b>Failure to report withdrawals by this time will result in the recovery of Funding.</b></p>	5 Submission of Learner Data
<b>Clause 5.3.3</b>	<p>Clause 5.3.3 has been amended to remove the reference to “supplementary data”</p> <p>5.3.3 ILR Data and Earnings Adjustment Statements must be transmitted to the Department through the Department’s web portal <a href="https://submit-learner-data.service.gov.uk">Submit learner data (submit-learner-data.service.gov.uk)</a>. Access to the Department’s web portal is restricted and the Provider agrees to comply with the conditions of use regarding the supply of data to the Department set out in this Clause 5.3.3 and in the ‘<b>ILR</b> Specification’ and <b>the</b> ‘Provider Support Manual’ as amended and updated available on the Department’s website.</p>	5 Submission of Learner Data
<b>Clause 5.3.5</b>	Clause 5.3.5 has been deleted	5 Submission of Learner Data
<b>Clause 5.3.6</b>	<p>Clause 5.3.6 has been amended and re-numbered as Clause 5.3.5</p> <p>5.3.5 Where required, the Provider must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding <b>claim</b> must be submitted as detailed in the guidance <a href="https://submit-learner-data.service.gov.uk">Individualised Learner Record (ILR) technical documents, guidance and</a></p>	5 Submission of Learner Data

Section	Change	Clause Reference
	<p><a href="https://submit-learner-data.service.gov.uk">requirements (submit-learner-data.service.gov.uk)</a>. The Provider must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. <b>The EAS should also be used to repay Funding claimed in error during the Funding Year. The Provider must claim or repay funding via the EAS as set out in the EAS guidance: <a href="https://www.gov.uk">Earnings adjustment statement (EAS) 2023 to 2024 - GOV.UK (www.gov.uk)</a>.</b></p>	
<b>Clause 6.1.5</b>	Clause 6.1.5 has been deleted	6 Requirements
<b>Clause 7.1</b>	<p>Clause 7.1 has been added</p> <p>7.1 This clause applies to the Services except to the extent that it relates to the payment of the Sixth Form Grant to a sixth form by the Provider.</p>	7 Review of performance under the Agreement and reconciliation of Agreements
<b>Clause 15.13</b>	<p>Clause 15.13 has been added</p> <p>15.13 Where it applies, the Provider must comply with the Safeguarding Vulnerable Groups Act 2006 and must have in place throughout the Agreement Period policies and procedures to ensure full compliance.</p>	15 Learner Welfare
<b>“Agreement”</b>	<p>Definition has been amended</p> <p>means the Agreement between the above named Parties consisting of the Terms and Conditions, <b>the Schedules</b>, the Specification and any other documents (or parts thereof) specified in the Agreement and any variations to the Agreement agreed in writing and signed by both Parties;</p>	Schedule 1: Definitions

Section	Change	Clause Reference
<p><b>“Apprenticeship Provider and Assessment Register”</b> <b>“APAR”</b></p>	<p>Definition has been amended</p> <p>means the <b>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.</b></p>	<p>Schedule 1: Definitions</p>
<p><b>Subject matter of the Processing</b></p>	<p>Details have been amended</p> <p>The subject matter is the Personal Data of Learners 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 <b>information</b>: key stage <b>4 and 5</b> and adult education and the ILR privacy notice and documentation.</p> <p><a href="http://www.gov.uk">Personal information charter - Department for Education - GOV.UK (www.gov.uk)</a></p> <p><a href="http://www.gov.uk">Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</a></p> <p><a href="http://data.service.gov.uk">ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</a></p>	<p>Schedule 4: UK GDPR/Data Protection</p>
<p><b>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</b></p>	<p>Description has been renamed “Plan for return and destruction of the data once the processing is complete”</p>	<p>Schedule 4: UK GDPR/Data Protection</p>

Section	Change	Clause Reference
<p><b>Paragraph 1.2</b></p>	<p>Paragraph 1.2 has been amended to include the updated Procurement Policy Note for the Cyber Essentials Scheme</p> <p>1.2 In the collection and processing of the data set out in Schedule 4: UK GDPR/Data Protection, the requirements of Cabinet Office <a href="#">PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk)</a> dated <b>September 2023</b>, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the <b>2024/25</b> Funding Year and present the evidence to the Department on request. The scope must be relevant to the submission of data to the Department, including an allowance for a sub-set scope if appropriate.</p>	<p>Schedule 5: Security &amp; Department Policies</p>
<p><b>SCHEDULE 7: NOT USED</b></p>	<p>SCHEDULE 7: NOT USED has been deleted</p>	<p>N/A</p>
<p><b>Paragraph 1.29</b></p>	<p>Paragraph 1.29 has been amended</p> <p>1.29 If the aggregate total of all Subcontractors delivering ESFA funded provision on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in <a href="#">ESFA subcontracting standard - GOV.UK (www.gov.uk)</a>. The £100,000 threshold includes Apprenticeships, ESFA <b>Adult Skills Fund</b> and 16 to 19 provision subcontracted by the Provider.</p>	<p>Schedule 7: Subcontracting</p>