

Contract for Services (Independent Training Providers):

Section	Change	Clause Reference
Entire Contract	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Contract.	Entire Contract
Entire Contract	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider and Assessment Register” throughout the Contract.	Entire Contract
Entire Contract	All references to “Change in Control” have been replaced with “Change of Control” throughout the Contract.	Entire Contract
PART 1: PRELIMINARIES	“PART 1: PRELIMINARIES” has been renamed “PART 1: TERMS AND CONDITIONS ”	Part 1: Terms and Conditions
Clause 1	The table titled “DEFINITIONS” at Clause 1 has been renamed “ SCHEDULE 1: DEFINITIONS ” 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
Clause 1.4.1	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions (Clauses 1 to 56),	Part 1: Terms and Conditions
Clause 1.6	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 the Apprenticeship Provider and Assessment Register , 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.	
Clause 9.12	<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
Clause 13.3	<p>Clause 13.3 has been amended</p> <p>13.3 Where Ofsted has published its assessment that the Services are inadequate in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p>	13 Inspections
Clause 14	Clause 14 (NOT USED) has been deleted	N/A
Clause 23.2.1	<p>Clause 23.2.1 has been amended and renumbered as 22.2.1</p> <p>22.2.1 Where required, the Contractor must supply the Department data on each individual Learner, in accordance with the 'Data Collection Timetable' set out in the 'Appendices, validation rules and schema' as amended and updated, and in accordance with the 'Provider Support Manual' as amended and updated, which are published on the Department's website Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk).</p>	22 Submission of Learner Data
Clause 23.2.2	<p>Clause 23.2.2 has been amended and renumbered as 22.2.2</p> <p>22.2.2 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</p>	22 Submission of Learner Data

Section	Change	Clause Reference
	by the final collection of the Funding Year. Failure to report withdrawals by this time will result in the recovery of the Funding.	
Clause 23.2.3	<p>Clause 23.2.3 has been amended to remove the reference to “supplementary data” and renumbered as 22.2.3</p> <p>22.2.3 ILR Data and Earnings Adjustment Statements must be transmitted to the Department through the Department’s web portal Submit learner data (submit-learner-data.service.gov.uk). 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 22.2.3 and in the ‘ILR Specification’ and the ‘Provider Support Manual’ as amended and updated available on the Department’s web site.</p>	22 Submission of Learner Data
Clause 23.2.5	Clause 23.2.5 has been deleted	22 Submission of Learner Data
Clause 23.2.6	<p>Clause 23.2.6 has been amended and re-numbered as Clause 22.2.5</p> <p>22.2.5 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 Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk). 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</p>	22 Submission of Learner Data

Section	Change	Clause Reference
	<p>in the EAS guidance: Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.</p>	
<p>Clause 29.1.4</p>	<p>Clause 29.1.4 has been added</p> <p>29.1.4 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 'Financial Handbook') unless the Contractor is a provider which is outside the scope of the Financial Handbook as set out in Annex A of the Financial Handbook.'</p>	<p>29 Payment, Funding and Audit</p>
<p>Clause 37</p>	<p>Clause 37 has been renamed "CHANGE OF CONTROL AND CHANGE IN NAME" and renumbered as Clause 36</p>	<p>36 Change of Control and Change in Name</p>
<p>Clause 37.3</p>	<p>Clause 37.3 has been amended and renumbered as Clause 36.3</p> <p>36.3 The Contractor will inform the Department as soon as reasonably practicable and, in any event 12 weeks before any proposed 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>	<p>36 Change of Control and Change in Name</p>
<p>Clause 44.2</p>	<p>Clause 44.2 has been amended and renumbered as Clause 43.2</p> <p>43.2 All such notices and documents 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>43 Service of Notices</p>

Section	Change	Clause Reference
<p>“Apprenticeship Provider and Assessment Register” “APAR”</p>	<p>Definition has been amended</p> <p>means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train Apprentices, and/or can undertake end-point assessments.</p>	<p>Schedule 1: Definitions</p>
<p>“Contract”</p>	<p>Definition has been amended</p> <p>means the Contract between the above named parties consisting of the Terms and Conditions, the Schedules, the specification and any other documents (or parts thereof) specified in the Contract and any variations to the Contract agreed in writing and signed by both Parties;</p>	<p>Schedule 1: Definitions</p>
<p>“Financial Handbook for Independent Training Providers”</p>	<p>Definition has been added</p> <p>means the guidance at Financial handbook for independent training providers - Guidance - GOV.UK (www.gov.uk) as updated and amended from time to time;</p>	<p>Schedule 1: Definitions</p>
<p>Subject matter of the Processing</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 Contract as defined in the Department Personal Information Charter, the Privacy information: key stage 4 and 5 and adult education and the ILR privacy notice and documentation.</p> <p>Personal information charter - Department for Education - GOV.UK (www.gov.uk)</p> <p>Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</p> <p>ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</p>	<p>Schedule 7: UK GDPR/Data Protection</p>

Section	Change	Clause Reference
<p>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</p>	<p>Description has been renamed “Plan for return and destruction of the data once the processing is complete”</p>	<p>Schedule 7: UK GDPR/Data Protection</p>
<p>Paragraph 1.2</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/Data Protection, the requirements of Cabinet Office PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk) dated September 2023, or any subsequent updated document, are mandated, and the Contractor will work towards meeting the requirements of Cyber Essentials during the 2024/25 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 & Department Policies</p>
<p>Paragraph 1.1.3</p>	<p>Paragraph 1.1.3 has been deleted</p>	<p>Schedule 10: Subcontracting</p>
<p>Paragraph 1.11</p>	<p>Paragraph 1.11 has been amended</p> <p>1.11 The Contractor must provide a fully completed Subcontractor Declaration via Manage your education and skills funding (MYESF) twice during the academic year. Your first declaration must be made by 31 October and your second declaration must be made by 30 June. If the Contractor does not have any Subcontractors at the</p>	<p>Schedule 10: Subcontracting</p>

Section	Change	Clause Reference
	<p>specified date it must submit a nil return. If after submission of its most recent Subcontractor Declaration the Contractor enters into any Subcontract within the Funding Year, it must submit an updated Subcontractor Declaration to the Department.</p>	
<p>Paragraph 1.24</p>	<p>Paragraph 1.24 has been amended</p> <p>1.24 If the Contractor has previously submitted an Exemption Case, it should continue to seek permission to exceed the Subcontracting Threshold and must submit an Exemption Case to the Department by no later than 11.59pm on 30 April in each Funding Year. The Department may consider Exemption Cases that are submitted later if the Contractor provides evidence of exceptional circumstances. The Department reserves the right to decline the Contractor's Exemption Case.</p>	<p>Schedule 10: Subcontracting</p>
<p>Paragraph 1.29</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 ESFA subcontracting standard - GOV.UK (www.gov.uk). The £100,000 threshold includes Apprenticeships, ESFA Adult Skills Fund and 16 to 19 provision subcontracted by the Contractor.</p>	<p>Schedule 10: Subcontracting</p>

Conditions of Funding (Grant) (Employers):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider and Assessment Register” throughout the Agreement.	Entire Agreement
PART 1: PRELIMINARIES	“PART 1: PRELIMINARIES” has been renamed “ PART 1: TERMS AND CONDITIONS ”	Part 1: Terms and Conditions
Clause 1	The table titled “DEFINITIONS” at Clause 1 has been renamed “ SCHEDULE 1: DEFINITIONS ” 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
Clause 1.4.1	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions (Clauses 1 to 49);	Part 1: Terms and Conditions
Clause 1.4.2	Clause 1.4.2 has been added 1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
Clause 1.4.4	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 and/or any policy that is referred to in this Agreement , this Agreement will take precedence.	
Clause 1.6	<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 the Apprenticeship Provider and Assessment Register, 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
Clause 3.2	<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
Clause 4.1.1 <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
Clauses 4.1.3 & 4.1.4 <i>(previously Clauses 26.1.3 & 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
Clause 4.1.5	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 the amounts of which have been determined or agreed , with or against the Employer, arising from this Agreement or any other agreement between the Employer and the Department.	
Clause 4.1.17 <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
Clause 4.1.19(a) <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, or the identification of the occurrence whichever is sooner ; and	4 Payment, Funding and Audit
Clause 5.2.1 <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 ' Data Collections Timetable ' set out in the ' Appendices, validation rules and schema ' as amended and updated, and in accordance with the 'Provider Support Manual' as amended and updated , which are published on the Department's website Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) .	5 Submission of Learner Data
Clause 5.2.2	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. Failure to report withdrawals by this time will result in the recovery of Funding.	
Clause 5.2.3 <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 Submit learner data (submit-learner-data.service.gov.uk) . 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 ‘ILR Specification’ and the ‘Provider Support Manual’ as amended and updated available on the Department’s website.	5 Submission of Learner Data
Clause 5.2.5 <i>(previously Clause 21.2.5)</i>	Clause 5.2.5 has been deleted	5 Submission of Learner Data
Clause 5.2.6 <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 claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) . 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. The EAS should also be	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: Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.</p>	
<p>Clause 6</p>	<p>Clause 6 has been added</p> <p>6 REQUIREMENTS</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"> (a) any events or circumstances leading to the death or serious injury of any Learner; (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; (c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with; (d) not committing a Prohibited Act; and (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. 	
<p>Clauses 7 & 7.1.1 <i>(previously Clauses 27 & 27.1.1)</i></p>	<p>Clause 7 has been renamed “REVIEW OF PERFORMANCE UNDER THE AGREEMENT AND RECONCILIATION OF AGREEMENTS” and Clause 7.1.1 has subsequently been amended</p> <p>7.1.1 Reviews of performance under the Agreement and reconciliation will be carried out in accordance with part 2B of Schedule 2 (Specification & Monitoring).</p>	<p>7 Review of Performance under the Agreement and Reconciliation of Agreements</p>

Section	Change	Clause Reference
Clause 12.2.3	<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
Clause 13	Clause 13 (NOT USED) has been deleted	N/A
Clause 15.12	<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
Clause 18	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
Clause 18.3 <i>(previously Clause 12.3)</i>	<p>Clause 18.3 has been amended</p> <p>18.3 Where Ofsted has published its assessment that the Services are inadequate in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p>	18 Inspections
Clause 20.2.4 <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, action under Clause 32 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 33 (Termination).</p>	20 Relationships

Section	Change	Clause Reference
<p>Clause 22.2 <i>(previously Clause 17.2)</i></p>	<p>Clause 22.2 has been amended</p> <p>22.2 In the first instance, the Agreement Manager and the Account Manager 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.</p>	<p>22 Dispute Resolution</p>
<p>Clause 25</p>	<p>Clause 25 (Re-provision of the Services) has been deleted</p>	<p>N/A</p>
<p>Clause 29.8.1 (d) <i>(previously Clause 31.8.1(d))</i></p>	<p>Clause 29.8.1 (d) has been deleted</p>	<p>29 Indemnities and Liability</p>
<p>Clause 33.3.1 <i>(previously Clause 35.3.1)</i></p>	<p>Clause 33.3.1 has been deleted</p>	<p>33 Termination</p>
<p>Clause 33.3.2</p>	<p>Clause 33.3.2 has been added</p> <p>33.3.2 the Employer fails to comply with requirements imposed under Clause 6 (Requirements);</p>	<p>33 Termination</p>
<p>Clause 33.3.10 <i>(previously Clause 35.3.10)</i></p>	<p>Clause 33.3.10 has been split out into 3 sub-clauses and amended</p> <p>the Employer:</p> <p>(a) fails to provide information in response to a request made under Clause 4.1.14;</p> <p>(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;</p>	<p>33 Termination</p>

Section	Change	Clause Reference
	(c) 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.	
Clause 37.2 <i>(previously Clause 39.2)</i>	Clause 37.2 has been amended 37.2 All such notices and documents 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
Clause 48	Clause 48 (NOT USED) has been deleted	N/A
Clause 49.1.2 <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
“Agreement”	Definition has been amended means the Agreement between the above named Parties consisting of the Terms and Conditions, the Schedules , 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
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train apprentices, and/or can undertake end-point assessments.	Schedule 1: Definitions
SCHEDULE 3: NOT USED	SCHEDULE 3: NOT USED has been deleted	N/A

Section	Change	Clause Reference
SCHEDULE 4: NOT USED	SCHEDULE 4: NOT USED has been deleted	N/A
SCHEDULE 5: NOT USED	SCHEDULE 5: NOT USED has been deleted	N/A
Subject matter of the Processing	<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 information: key stage 4 and 5 and adult education and the ILR privacy notice and documentation.</p> <p>Personal information charter - Department for Education - GOV.UK (www.gov.uk)</p> <p>Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</p> <p>ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</p>	Schedule 4: UK GDPR / Data Protection
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	Description has been renamed “Plan for return and destruction of the data once the processing is complete”	Schedule 4: UK GDPR / Data Protection
Paragraph 1.2	<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</p>	Schedule 5: Security &

Section	Change	Clause Reference
	<p>GDPR/Data Protection, the requirements of Cabinet Office PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk) dated September 2023, or any subsequent updated document, are mandated, and the Employer will work towards meeting the requirements of Cyber Essentials during the 2024/25 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>	Department Policies
Paragraph 5.2.2	<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 the staffing information;</p>	Schedule 6: Exit Arrangements
Paragraph 9.1	<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, the Employer will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</p>	Schedule 6: Exit Arrangements
Paragraph 1.1.3	Paragraph 1.1.3 has been deleted	Schedule 7: Subcontracting
Paragraph 1.11	<p>Paragraph 1.11 has been amended</p> <p>1.11 The Employer must provide a fully completed Subcontractor Declaration via Manage your Education and Skills Funding (MYESF) twice during the academic year. Your first declaration must be made by 31 October and your second declaration must be made by 30 June. If</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
	<p>the Employer does not have any Subcontractors at the specified date it must submit a nil return. If after submission of its most recent Subcontractor declaration the Employer enters into any Subcontract within the Funding Year, it must submit an updated Subcontractor Declaration to the Department.</p>	
<p>Paragraph 1.24</p>	<p>Paragraph 1.24 has been amended</p> <p>1.24 If the Employer has previously submitted an Exemption Case, it should continue to seek permission to exceed the Subcontracting Threshold and must submit an Exemption Case to the Department by no later than 11.59pm on 30 April in each Funding Year. The Department may consider Exemption Cases that are submitted later if the Employer provides evidence of exceptional circumstances. The Department reserves the right to decline the Employer's Exemption Case.</p>	<p>Schedule 7: Subcontracting</p>
<p>Paragraph 1.29</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 ESFA subcontracting standard - GOV.UK (www.gov.uk). The £100,000 threshold includes Apprenticeships, ESFA Adult Skills Fund and 16 to 19 provision subcontracted by the Employer.</p>	<p>Schedule 7: Subcontracting</p>

Conditions of Funding (Grant) (Higher Education Institutions):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider and Assessment Register” throughout the Agreement.	Entire Agreement
PART 1: PRELIMINARIES	“PART 1: PRELIMINARIES” has been renamed “PART 1: TERMS AND CONDITIONS ”	Part 1: Terms and Conditions
Clause 1	The table titled “DEFINITIONS” at Clause 1 has been renamed “ SCHEDULE 1: DEFINITIONS ” 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
Clause 1.4.1	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions (Clauses 1 to 49);	Part 1: Terms and Conditions
Clause 1.4.2	Clause 1.4.2 has been added 1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
Clause 1.4.4	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 and/or any policy that is referred to in this Agreement , this Agreement will take precedence.	
Clause 1.6	<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 the Apprenticeship Provider and Assessment Register, 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
Clause 3.2	<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
Clause 4.1.1 <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
Clauses 4.1.3 & 4.1.4 <i>(previously Clauses 26.1.3 & 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
Clause 4.1.5	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 the amounts of which have been determined or agreed , with or against the Provider, arising from this Agreement or any other agreement between the Provider and the Department.	
Clause 4.1.17 <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
Clause 4.1.19(a) <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, or the identification of the occurrence whichever is sooner ; and	4 Payment, Funding and Audit
Clause 5.2.1 <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 ' Data Collection Timetable ' set out in the ' Appendices, validation rules and schema ' as amended and updated, and in accordance with the 'Provider Support Manual' as amended and updated , which are published on the Department's website Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) .	5 Submission of Learner Data
Clause 5.2.2	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. Failure to report withdrawals by this time will result in the recovery of Funding.	
Clause 5.2.3 <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 Submit learner data (submit-learner-data.service.gov.uk) . 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 the ‘Provider Support Manual’ as amended and updated available on the Department’s website.	5 Submission of Learner Data
Clause 5.2.5 <i>(previously Clause 21.2.5)</i>	Clause 5.2.5 has been deleted	5 Submission of Learner Data
Clause 5.2.6 <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 claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) . 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. The EAS should also be	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: Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.</p>	
<p>Clause 6</p>	<p>Clause 6 has been added</p> <p>6 REQUIREMENTS</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"> (a) any events or circumstances leading to the death or serious injury of any Learner; (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; (c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with; (d) not committing a Prohibited Act; and (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. 	
<p>Clauses 7 & 7.1.1 <i>(previously Clauses 27 & 27.1.1)</i></p>	<p>Clause 7 has been renamed "REVIEW OF PERFORMANCE UNDER THE AGREEMENT AND RECONCILIATION OF AGREEMENTS" and Clause 7.1.1 has subsequently been amended</p> <p>7.1.1 Reviews of performance under the Agreement and reconciliation will be carried out in accordance with part 2B of Schedule 2 (Specification & Monitoring).</p>	<p>7 Review of performance under the Agreement and reconciliation of Agreements</p>

Section	Change	Clause Reference
Clause 12.2.3	<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
Clause 13	Clause 13 (NOT USED) has been deleted	N/A
Clause 15.12	<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
Clause 18	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
Clause 18.3 <i>(previously Clause 12.3)</i>	<p>Clause 18.3 has been amended</p> <p>18.3 Where Ofsted has published its assessment that the Services are inadequate in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p>	18 Inspections
Clause 20.2.4 <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, action under Clause 32 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 33 (Termination).</p>	20 Relationships

Section	Change	Clause Reference
Clause 22.2 <i>(previously Clause 17.2)</i>	Clause 22.2 has been amended 22.2 In the first instance, the Agreement Manager and the Account Manager 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
Clause 25	Clause 25 (Re-Provision of the Services) has been deleted	N/A
Clause 29.8.1(d) <i>(previously Clause 31.8.1(d))</i>	Clause 29.8.1(d) has been deleted	29 Indemnities and Liability
Clause 33.3.1 <i>(previously Clause 35.3.1)</i>	Clause 33.3.1 has been deleted	33 Termination
Clause 33.3.2	Clause 33.3.2 has been added 33.3.2 the Provider fails to comply with requirements imposed under Clause 6 (Requirements);	33 Termination
Clause 33.3.10 <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 Funding Year to which this Agreement relates;	33 Termination
Clause 33.3.11	Clause 33.3.11 has been split out into 3 sub-clauses and amended	33 Termination

Section	Change	Clause Reference
<i>(previously Clause 35.3.11)</i>	<p>33.3.11 the Provider:</p> <ul style="list-style-type: none"> (a) fails to provide information in response to a request made under Clause 4.1.14; (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; (c) 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; 	
<p>Clause 37.2 <i>(previously Clause 39.2)</i></p>	<p>Clause 37.2 has been amended</p> <p>37.2 All such notices and documents 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>Clause 48</p>	<p>Clause 48 (NOT USED) has been deleted</p>	N/A
<p>Clause 49.1.2 <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>“Agreement”</p>	<p>Definition has been amended</p> <p>means the Agreement between the above named parties consisting of the Terms and Conditions, the Schedules, 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>“Apprenticeship Provider and Assessment Register” “APAR”</p>	<p>Definition has been amended means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train Apprentices, and/or can undertake end-point assessments.</p>	<p>Schedule 1: Definitions</p>
<p>SCHEDULE 3: NOT USED</p>	<p>SCHEDULE 3: NOT USED has been deleted</p>	<p>N/A</p>
<p>SCHEDULE 4: NOT USED</p>	<p>SCHEDULE 4: NOT USED has been deleted</p>	<p>N/A</p>
<p>SCHEDULE 5: NOT USED</p>	<p>SCHEDULE 5: NOT USED has been deleted</p>	<p>N/A</p>
<p>Subject matter of the Processing</p>	<p>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 information: key stage 4 and 5 and adult education and the ILR privacy notice and documentation. Personal information charter - Department for Education - GOV.UK (www.gov.uk) Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk) ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</p>	<p>Schedule 4: UK GDPR/Data Protection</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS</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>requirement under Union or Member State law to preserve that type of data</p>		
<p>Paragraph 1.2</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 PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk) dated September 2023, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the 2024/25 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 & Department Policies</p>
<p>Paragraph 5.2.2</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>Paragraph 9.1</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, the Provider will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</p>	<p>Schedule 6: Exit Arrangements</p>

Section	Change	Clause Reference
Paragraph 1.1.3	Paragraph 1.1.3 has been deleted	Schedule 7: Subcontracting
Paragraph 1.11	<p>Paragraph 1.11 has been amended</p> <p>1.11 The Provider must provide a fully completed Subcontractor Declaration via Manage your Education and Skills Funding (MYESF) twice during the academic year. Your first declaration must be made by 31 October and your second declaration must be made by 30 June. If the Provider does not have any Subcontractors at the specified date it must submit a nil return. If after submission of its most recent Subcontractor declaration the Provider enters into any Subcontract within the Funding Year, it must submit an updated Subcontractor Declaration to the Department.</p>	Schedule 7: Subcontracting
Paragraph 1.24	<p>Paragraph 1.24 has been amended</p> <p>1.24 If the Provider has previously submitted an Exemption Case, it should continue to seek permission to exceed the Subcontracting Threshold and must submit an Exemption Case to the Department by no later than 11.59pm on 30 April in each Funding Year. The Department may consider Exemption Cases that are submitted later if the Provider provides evidence of exceptional circumstances. The Department reserves the right to decline the Provider's Exemption Case.</p>	Schedule 7: Subcontracting
Paragraph 1.29	<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 ESFA subcontracting standard - GOV.UK</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
	www.gov.uk . The £100,000 threshold includes Apprenticeships, ESFA Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.	

Conditions of Funding (Grant) (Local Authorities):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider and Assessment Register” throughout the Agreement.	Entire Agreement
PART 1: PRELIMINARIES	“PART 1: PRELIMINARIES” has been renamed “PART 1: TERMS AND CONDITIONS ”	Part 1: Terms and Conditions
Clause 1	The table titled “DEFINITIONS” at Clause 1 has been renamed “ SCHEDULE 1: DEFINITIONS ” 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
Clause 1.4.1	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions (Clauses 1 to 49);	Part 1: Terms and Conditions
Clause 1.4.2	Clause 1.4.2 has been added 1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
Clause 1.4.4	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 and/or any policy that is referred to in this Agreement , this Agreement will take precedence.	
Clause 1.6	<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 the Apprenticeship Provider and Assessment Register, 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
Clause 3.2	<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
Clause 4.1.1 <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
Clauses 4.1.3 & 4.1.4 <i>(previously Clause 26.1.3 & 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
Clause 4.1.5	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 the amounts of which have been determined or agreed , with or against the Provider, arising from this Agreement or any other agreement between the Provider and the Department.	
Clause 4.1.17 <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
Clause 4.1.19(a) <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, or the identification of the occurrence whichever is sooner ; and	4 Payment, Funding and Audit
Clause 5.3.1 <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 ' Data Collection Timetable ' set out in the ' Appendices, validation rules and schema ' as amended and updated, and in accordance with the 'Provider Support Manual' as updated and amended , which are published on the Department's website Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) .	5 Submission of Learner Data
Clause 5.3.2	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. Failure to report withdrawals by this time will result in the recovery of Funding.	
Clause 5.3.3 <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 Submit learner data (submit-learner-data.service.gov.uk) . 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 the Provider Support Manual as amended and updated available on the Department’s website.	5 Submission of Learner Data
Clause 5.3.5 <i>(previously Clause 21.3.5)</i>	Clause 5.3.5 has been deleted	5 Submission of Learner Data
Clause 5.3.6 <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 Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) . 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. The EAS should also be	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: Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.</p>	
<p>Clause 6</p>	<p>Clause 6 has been added</p> <p>6 REQUIREMENTS</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"> (a) any events or circumstances leading to the death or serious injury of any Learner; (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; (c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with; (d) not committing a Prohibited Act; and (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. 	
<p>Clauses 7 & 7.2.1 <i>(previously Clauses 27 & 27.2.1)</i></p>	<p>Clause 7 has been renamed “REVIEW OF PERFORMANCE UNDER THE AGREEMENT AND RECONCILIATION OF AGREEMENTS” and Clause 7.2.1 has subsequently been amended</p> <p>7.2.1 Reviews of performance under the Agreement and reconciliation will be carried out in accordance with part 2B of Schedule 2 (Specification & Monitoring).</p>	<p>7 Review of performance under the Agreement and reconciliation of Agreements</p>

Section	Change	Clause Reference
Clause 12.2.4	<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
Clause 13	Clause 13 (NOT USED) has been deleted	N/A
Clause 15.13	<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
Clause 18	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
Clause 18.4 <i>(previously Clause 12.4)</i>	<p>Clause 18.4 has been amended</p> <p>18.4 Where Ofsted has published its assessment that the Services are inadequate in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p>	18 Inspections
Clause 20.2.4 <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, action under Clause 32 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 33 (Termination).</p>	20 Relationships

Section	Change	Clause Reference
Clause 22.2 <i>(previously Clause 17.2)</i>	Clause 22.2 has been amended 22.2 In the first instance, the Agreement Manager and the Account Manager 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
Clause 25	Clause 25 (Re-Provision of the Services) has been deleted	N/A
Clause 28.1	Clause 28.1 has been added 28.1 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.	28 Subcontracting
Clause 29.8.1(d) <i>(previously Clause 31.8.1(d))</i>	Clause 29.8.1(d) has been deleted	29 Indemnities and Liability
Clause 33.3.1 <i>(previously Clause 35.3.1)</i>	Clause 33.3.1 has been deleted	33 Termination
Clause 33.3.2	Clause 33.3.2 has been added 33.3.2 the Provider fails to comply with requirements imposed under Clause 6 (Requirements);	33 Termination
Clause 33.3.10 <i>(previously Clause 35.3.10)</i>	Clause 33.3.10 has been split out into 3 sub-clauses and amended 33.3.10 the Provider:	33 Termination

Section	Change	Clause Reference
	<ul style="list-style-type: none"> (a) fails to provide information in response to a request made under Clause 4.1.14; (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; (c) 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; 	
Clause 37.2 <i>(previously Clause 39.2)</i>	Clause 37.2 has been amended 37.2 All such notices and documents 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
Clause 48	Clause 48 (NOT USED) has been deleted	N/A
Clause 49.1.2 <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
“Agreement”	Definition has been amended means the Agreement between the above named parties consisting of the Terms and Conditions, the Schedules , 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

Section	Change	Clause Reference
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train Apprentices, and/or can undertake end-point assessments.	Schedule 1: Definitions
SCHEDULE 3: NOT USED	SCHEDULE 3: NOT USED has been deleted	N/A
SCHEDULE 4: NOT USED	SCHEDULE 4: NOT USED has been deleted	N/A
SCHEDULE 5: NOT USED	SCHEDULE 5: NOT USED has been deleted	N/A
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 information : key stage 4 and 5 and adult education and the ILR privacy notice and documentation. Personal information charter - Department for Education - GOV.UK (www.gov.uk) Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk) ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)	Schedule 4: UK GDPR / Data Protection
Plan for return and destruction of the data once the processing is complete UNLESS	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>requirement under Union or Member State law to preserve that type of data</p>		
<p>Paragraph 1.2</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 PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk) dated September 2023, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the 2024/25 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 & Department Policies</p>
<p>Paragraph 5.2.2</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>Paragraph 9.1</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, the Provider will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</p>	<p>Schedule 6: Exit Arrangements</p>

Section	Change	Clause Reference
Paragraph 1.1.3	Paragraph 1.1.3 has been deleted	Schedule 7: Subcontracting
Paragraph 1.11	<p>Paragraph 1.11 has been amended</p> <p>1.11 The Provider must provide a fully completed Subcontractor Declaration via Manage your Education and Skills Funding (MYESF) twice during the academic year. Your first declaration must be made by 31 October and your second declaration must be made by 30 June. If the Provider does not have any Subcontractors at the specified date it must submit a nil return. If after submission of its most recent Subcontractor declaration the Provider enters into any Subcontract within the Funding Year, it must submit an updated Subcontractor Declaration to the Department.</p>	Schedule 7: Subcontracting
Paragraph 1.24	<p>Paragraph 1.24 has been amended</p> <p>1.24 If the Provider has previously submitted an Exemption Case, it should continue to seek permission to exceed the Subcontracting Threshold and must submit an Exemption Case to the Department by no later than 11.59pm on 30 April in each Funding Year. The Department may consider Exemption Cases that are submitted later if the Provider provides evidence of exceptional circumstances. The Department reserves the right to decline the Provider's Exemption Case.</p>	Schedule 7: Subcontracting
Paragraph 1.29	<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 ESFA subcontracting standard - GOV.UK</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
	www.gov.uk . The £100,000 threshold includes Apprenticeships, ESFA Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.	

Conditions of Funding (Grant) (Trusts):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider and Assessment Register” throughout the Agreement.	Entire Agreement
PART 1: PRELIMINARIES	“PART 1: PRELIMINARIES” has been renamed “PART 1: TERMS AND CONDITIONS ”	Part 1: Terms and Conditions
Clause 1	The table titled “DEFINITIONS” at Clause 1 has been renamed “ SCHEDULE 1: DEFINITIONS ” 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
Clause 1.4.1	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions (Clauses 1 to 49);	Part 1: Terms and Conditions
Clause 1.4.2	Clause 1.4.2 has been added 1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
Clause 1.4.4	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 and/or any policy that is referred to in this Agreement , this Agreement will take precedence.	
Clause 1.6	<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 the Apprenticeship Provider and Assessment Register, 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
Clause 3.2	<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
Clause 4.1.1 <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
Clauses 4.1.3 & 4.1.4 <i>(previously Clauses 26.1.3 & 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
Clause 4.1.5	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 the amounts of which have been determined or agreed , with or against the Provider, arising from this Agreement or any other agreement between the Provider and the Department.	
Clause 4.1.17 <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
Clause 4.1.19(a) <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, or the identification of the occurrence whichever is sooner ; and	4 Payment, Funding and Audit
Clause 5.2.1 <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 ' Data Collections Timetable ' set out in the ' Appendices, validation rules and schema ' as amended and updated, and in accordance with the 'Provider Support Manual' as amended and updated , which are published on the Department's website Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) .	5 Submission of Learner Data
Clause 5.2.2	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. Failure to report withdrawals by this time will result in the recovery of Funding.	
Clause 5.2.3 <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 Submit learner data (submit-learner-data.service.gov.uk) . 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 the ‘Provider Support Manual’ as amended and updated available on the Department’s website.	5 Submission of Learner Data
Clause 5.2.5 <i>(previously Clause 21.2.5)</i>	Clause 5.2.5 has been deleted	5 Submission of Learner Data
Clause 5.2.6 <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 claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) . 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. The EAS should also be	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: Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.</p>	
<p>Clause 6</p>	<p>Clause 6 has been added</p> <p>6 REQUIREMENTS</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"> (a) any events or circumstances leading to the death or serious injury of any Learner; (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; (c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with; (d) not committing a Prohibited Act; and (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. 	
<p>Clauses 7 & 7.1.1 <i>(previously Clauses 27 & 27.1.1)</i></p>	<p>Clause 7 has been renamed “REVIEW OF PERFORMANCE UNDER THE AGREEMENT AND RECONCILIATION OF AGREEMENTS” and Clause 7.1.1 has subsequently been amended</p> <p>7.1.1 Reviews of performance under the Agreement and reconciliation will be carried out in accordance with part 2B of Schedule 2 (Specification & Monitoring).</p>	<p>7 Review of performance under the Agreement and reconciliation of Agreements</p>

Section	Change	Clause Reference
Clause 12.2.3	<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
Clause 13	Clause 13 (NOT USED) has been deleted	N/A
Clause 15.12	<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
Clause 18	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
Clause 18.3 <i>(previously Clause 12.3)</i>	<p>Clause 18.3 has been amended</p> <p>18.3 Where Ofsted has published its assessment that the Services are inadequate in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p>	18 Inspections
Clause 18.3.4 <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 in accordance with the provisions of this Agreement; and/or</p>	18 Inspections
Clause 20.2.4 <i>(previously Clause 15.2.4)</i>	Clause 20.2.4 has been amended	20 Relationships

Section	Change	Clause Reference
	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, action under Clause 32 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 33 (Termination) .	
Clause 22.2 <i>(previously Clause 17.2)</i>	Clause 22.2 has been amended 22.2 In the first instance, the Agreement Manager and the Account Manager 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
Clause 25	Clause 25 (Re-provision of the Services) has been deleted	N/A
Clause 29.8.1(d) <i>(previously Clause 31.8.1(d))</i>	Clause 29.8.1(d) has been deleted	29 Indemnities and Liability
Clause 32.1.8 <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 Provider's ability to comply with its obligations under this Agreement; and/or	32 Withholding, Suspension and Repayment of Funding
Clause 33.3.1 <i>(previously Clause 35.3.1)</i>	Clause 33.3.1 has been deleted	33 Termination

Section	Change	Clause Reference
Clause 33.3.2	Clause 33.3.2 has been added 33.3.2 the Provider fails to comply with requirements imposed under Clause 6 (Requirements);	33 Termination
Clause 33.3.10 <i>(previously Clause 35.3.10)</i>	Clause 33.3.10 has been split out into 3 sub-clauses and amended 33.3.10 the Provider: <ul style="list-style-type: none"> (a) fails to provide information in response to a request made under Clause 4.1.14; (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; (c) 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; 	33 Termination
Clause 37.2 <i>(previously Clause 39.2)</i>	Clause 37.2 has been amended 37.2 All such notices and documents 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
Clause 48	Clause 48 (NOT USED) has been deleted	N/A
Clause 49.1.2 <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

Section	Change	Clause Reference
“Agreement”	Definition has been amended means the Agreement between the above named parties consisting of the Terms and Conditions, the Schedules , 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
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train apprentices, and/or can undertake end-point assessments.	Schedule 1: Definitions
SCHEDULE 3: NOT USED	SCHEDULE 3: NOT USED has been deleted	N/A
SCHEDULE 4: NOT USED	SCHEDULE 4: NOT USED has been deleted	N/A
SCHEDULE 5: NOT USED	SCHEDULE 5: NOT USED has been deleted	N/A
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 information : key stage 4 and 5 and adult education and the ILR privacy notice and documentation. Personal information charter - Department for Education - GOV.UK (www.gov.uk) Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)	Schedule 4: UK GDPR/Data Protection

Section	Change	Clause Reference
	ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)	
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	Description has been renamed “Plan for return and destruction of the data once the processing is complete”	Schedule 4: UK GDPR/Data Protection
Paragraph 1.2	<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 PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk) dated September 2023, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the 2024/25 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>	Schedule 5: Security & Department Policies
Paragraph 5.2.2	<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>	Schedule 6: Exit Arrangements

Section	Change	Clause Reference
Paragraph 9.1	<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, the Provider will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</p>	Schedule 6: Exit Arrangements
Paragraph 1.1.3	Paragraph 1.1.3 has been deleted	Schedule 7: Subcontracting
Paragraph 1.11	<p>Paragraph 1.11 has been amended</p> <p>1.11 The Provider must provide a fully completed Subcontractor Declaration via Manage your education and skills funding (MYESF) twice during the academic year. Your first declaration must be made by 31 October and your second declaration must be made by 30 June. If the Provider does not have any Subcontractors at the specified date it must submit a nil return. If after submission of its most recent Subcontractor declaration the Provider enters into any Subcontract within the Funding Year, it must submit an updated Subcontractor Declaration to the Department.</p>	Schedule 7: Subcontracting
Paragraph 1.24	<p>Paragraph 1.24 has been amended</p> <p>1.24 If the Provider has previously submitted an Exemption Case, it should continue to seek permission to exceed the Subcontracting Threshold and must submit an Exemption Case to the Department by no later than 11.59pm on 30 April in each Funding Year. The Department may consider Exemption Cases that are submitted later if the Provider</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
	provides evidence of exceptional circumstances. The Department reserves the right to decline the Provider's Exemption Case.	
Paragraph 1.29	<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 ESFA subcontracting standard - GOV.UK (www.gov.uk). The £100,000 threshold includes Apprenticeships, ESFA Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	Schedule 7: Subcontracting

Conditions of Funding (Grant) (Non-Maintained Special Schools):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Change in Control” have been replaced with “Change of Control” throughout the Agreement.	Entire Agreement
“the NMSS”	The reference to “the NMSS” on page 2 of the Agreement has been amended: The proprietor or operator of the above named Non-Maintained Special School is hereinafter called the NMSS	Terms and Conditions
PART 1: PRELIMINARIES	“PART 1: PRELIMINARIES” has been renamed “PART 1: TERMS AND CONDITIONS ”	Part 1: Terms and Conditions
Clause 1	The table titled “DEFINITIONS” at Clause 1 has been renamed “ SCHEDULE 1: DEFINITIONS ” and moved to the back of the Terms and Conditions. All subsequent schedules and references to schedules have been updated throughout the Agreement.	Part 1: Terms and Conditions
Clause 1.4.1	Clause 1.4.1 has been amended: 1.4.1 the Terms and Conditions (Clauses 1 to 53);	Part 1: Terms and Conditions
Clause 1.4.2	Clause 1.4.2 has been added: 1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions

Section	Change	Clause Reference
Clause 1.4.4	<p>The paragraph after Clause 1.4.4 has been amended:</p> <p style="padding-left: 40px;">for the avoidance of doubt, in the event of any inconsistency between this Agreement, the NMSS Regulations, the Funding Rules, and/or any policy that is referred to in this Agreement, the NMSS Regulations will take precedence.</p>	Part 1: Terms and Conditions
Clause 3.2	<p>Clause 3.2 has been deleted and replaced with a new Clause 3.2:</p> <p>3.2 The NMSS must deliver the Services in accordance with this Agreement including the Specification, the NMSS Regulations, the Funding Rules and Policies as amended from time to time by the Department. The NMSS Regulations, 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
Clause 4 <i>(previously Clause 26)</i>	Clause 4 has been renamed "PAYMENT, FUNDING AND AUDIT"	4 Payment, Funding and Audit
Clause 4.1.1 <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 NMSS the amounts of Funding set out in Schedule 3 (Payment) of this Agreement.</p>	4 Payment, Funding and Audit
Clauses 4.1.3 & 4.1.4 <i>(previously Clauses 26.1.3 & 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
Clause 4.1.5	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 NMSS and will not constitute any admission by the Department as to the performance by the NMSS 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 the amounts of which have been determined or agreed , with or against the NMSS, arising from this Agreement or any other agreement between the NMSS and the Department.	
Clause 4.1.6 <i>(previously Clause 26.1.6)</i>	Clause 4.1.6 has been amended and re-numbered as Clause 4.1.4: 4.1.4 The Department shall be entitled to terminate, pursuant to Clause 36.3.10 of this Agreement on written notice if the NMSS does not enrol and/or data returns reveal that no Pupils have been enrolled for the Funding Year to which this Agreement relates. Where the Department terminates the Agreement under this Clause 4.1.4, the Department will withdraw the allocation of Funding for the Funding Year and will take action to recover Funds where payments have already occurred.	4 Payment, Funding and Audit
Clause 4.1.17 <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
Clause 4.1.19(a) <i>(previously Clause 26.1.19(a))</i>	Clauses 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, or the identification of the occurrence whichever is sooner ; and	4 Payment, Funding and Audit
Clause 6	Clause 6 has been added	6 Requirements

	<p>6 REQUIREMENTS</p> <p>6.1 The NMSS must:</p> <ul style="list-style-type: none">6.1.1 comply at all times with the Funding Rules;6.1.2 act in accordance with any requests made by the Department;6.1.3 have documented and implemented procedures for identifying and dealing with conflicts of interest;6.1.4 have documented and implemented procedures and processes to deal with the prevention of fraud and/or administrative malfunction;6.1.5 proactively ensure all data and information (including financial information) submitted to the Department is true, accurate and submitted promptly;6.1.6 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;6.1.7 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 NMSS's suitability to deliver the Services, including (but not limited to):<ul style="list-style-type: none">(a) any events or circumstances leading to the death or serious injury of any Pupil;(b) the commission of any serious criminal offence by a senior individual in the NMSS's organisation or any individual involved in the delivery of the Services;	
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Section	Change	Clause Reference
	<ul style="list-style-type: none"> (c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with; (d) not committing a Prohibited Act; and (e) notify the Department in writing within 5 Working Days if it or a NMSS Related Party is subject to remedial and/or enforcement action by an Awarding Organisation. 	
<p>Clause 7 <i>(previously Clause 27)</i></p>	<p>Clause 7 has been renamed “REVIEW OF PERFORMANCE UNDER THE AGREEMENT AND RECONCILIATION OF AGREEMENTS”</p>	<p>7 Review of performance under the Agreement and reconciliation of Agreements</p>
<p>Clauses 7.1.1 & 7.1.2 <i>(previously Clauses 27.1.1 & 27.1.2)</i></p>	<p>Clause 7.1.1 has been replaced with “NOT USED” and Clause 7.1.2 has been deleted.</p>	<p>7 Review of performance under the Agreement and reconciliation of Agreements</p>
<p>Clause 11.2.3</p>	<p>Clause 11.2.3 has been added:</p> <p>11.2.3 The Department reserves the right on reasonable grounds, by notice to the NMSS, to increase the level of its monitoring of the NMSS until such time as the NMSS has demonstrated to the reasonable satisfaction of the Department that it will perform (and is capable of performing) its obligations.</p>	<p>11 Performance Monitoring</p>
<p>Clause 14.13</p>	<p>Clause 14.13 has been added:</p>	<p>14 Pupil Welfare</p>

Section	Change	Clause Reference
	14.13 Where it applies, the NMSS 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.	
Clause 20.2.4 <i>(previously Clause 15.2.4)</i>	Clause 20.2.4 has been amended: 20.2.4 Where the NMSS 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, action under Clause 35 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 36 (Termination) .	20 Relationships
Clause 22.2 <i>(previously Clause 17.1.2)</i>	Clause 22.2 has been amended: 22.2 In the first instance, the Agreement Manager and the Account Manager 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
Clause 30.1	Clause 30.1 has been amended: 30.1 The NMSS may enter into Subcontracts provided it does so in compliance with Advice: funding regulations for post-16 provision - GOV.UK (www.gov.uk) as amended from time to time.	30 Subcontracting
Clause 30.3	Clause 30.3 has been deleted	30 Subcontracting

Section	Change	Clause Reference
Clause 33	Clause 33 has been renamed “ CHANGE OF CONTROL AND CHANGE IN NAME ”	33 Change of Control and Change in Name
Clause 33.3	<p>Clause 33.3 has been amended:</p> <p>33.3 The NMSS will inform the Department as soon as reasonably practicable and, in any event 12 weeks before any proposed Change of Control of the NMSS takes effect unless to do would put the NMSS in breach of the Law. If that is the case the NMSS will inform the Department of the Change of Control within 10 Working Days of it becoming lawful to do so.</p>	33 Change of Control and Change in Name
Clause 35.1.4	<p>Clause 35.1.4 has been amended:</p> <p>35.1.4 the Department has reasonable grounds to suspect fraud, financial irregularity, dishonesty, negligence or malpractice by any of the NMSS and/or one or more NMSS Related Party;</p>	35 Withholding, Suspension and Repayment of Funding
Clause 36.3.3	<p>Clause 36.3.3 has been added:</p> <p>36.3.3 the NMSS fails to comply with requirements imposed under Clause 6 (Requirements);</p>	36 Termination
Clause 36.3.9	<p>Clause 36.3.9 has been amended and re-numbered as Clause 36.3.10:</p> <p>36.3.10 in accordance with Clause 4.1.4, the NMSS does not enrol and/or data returns reveal that no Pupils have been enrolled for the Funding Year to which this Agreement relates;</p>	36 Termination
Clause 36.3.10	Clause 36.3.10 has been amended, re-numbered as Clause 36.3.11 and split out into three sub-clauses:	36 Termination

Section	Change	Clause Reference
	<p>36.3.11 the NMSS:</p> <ul style="list-style-type: none"> (a) fails to provide information in response to a request made under Clause 4.1.14; (b) provides information which does not demonstrate how the NMSS complies with Clause 4.1.14 or why the clause does not apply to it; (c) 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; 	
Clause 40.2	<p>Clause 40.2 has been amended:</p> <p>40.2 All such notices and documents 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>	40 Service of Notices
“Agreement”	<p>Definition has been amended:</p> <p>means the Agreement between the above named Parties consisting of the Terms and Conditions, the Schedules, 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
“Controller”	Definition has been renamed “Data Controller”	Schedule 1: Definitions
“Exemption Case”	Definition has been deleted	Schedule 1: Definitions

Section	Change	Clause Reference
“Funding Higher Risk Organisations Policy”	Definition has been amended to remove the reference to “described in Schedule 6 (Subcontracting) and available”: means the policy at Funding higher risk organisations and subcontractors policy - GOV.UK (www.gov.uk)	Schedule 1: Definitions
“High Needs Learner”	Definition has been amended to remove the reference to “and who’s placed in the NMSS by an English local authority”: means a young person aged 19 to 25 who is subject to an Education Health and Care Plan;	Schedule 1: Definitions
“High Needs Pupil”	Definition has been deleted	Schedule 1: Definitions
“Pupil”	Definition has been replaced: shall have the meaning set out in section 3 of the Education Act 1996;	Schedule 1: Definitions
“Subcontracting”	Definition has been replaced: means provision, including franchised or partnership provision, that is learning provision and that is delivered with the involvement of a third party	Schedule 1: Definitions
“Subcontracting Threshold”	Definition has been deleted	Schedule 1: Definitions
“Subcontractor Declaration”	Definition has been deleted	Schedule 1: Definitions
“Subcontractor Policies”	Definition has been deleted	Schedule 1: Definitions

Section	Change	Clause Reference
SCHEDULE 2: SPECIFICATION & MONITORING	As the amendments made to Schedule 2: Specification & Monitoring are extensive, please refer to your revised Schedule 2 which details the full requirements for delivery from 1 August 2024.	Schedule 2: Specification & Monitoring
SCHEDULE 3: NOT USED	SCHEDULE 3: NOT USED has been deleted	N/A
SCHEDULE 4: NOT USED	SCHEDULE 4: NOT USED has been deleted	N/A
SCHEDULE 5: NOT USED	SCHEDULE 5: NOT USED has been deleted	N/A
SCHEDULE 6: NOT USED	SCHEDULE 6: NOT USED has been deleted	N/A
SCHEDULE 9: SUBCONTRACTING	SCHEDULE 9: SUBCONTRACTING has been deleted	N/A

Conditions of Funding (Grant) (Specialist Post-16 Institutions):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Change in Control” have been replaced with “Change of Control” throughout the Agreement.	Entire Agreement
PART 1: PRELIMINARIES	“PART 1: PRELIMINARIES” has been renamed “ PART 1: TERMS AND CONDITIONS ”	Part 1: Terms and Conditions
Clause 1	The table titled “DEFINITIONS” at Clause 1 has been renamed “ SCHEDULE 1: DEFINITIONS ” and moved to the back of the Terms and Conditions. All references to “Clause 1” have been replaced with “Schedule 1” and all subsequent schedules and references to schedules have been updated throughout the Agreement.	Schedule 1: Definitions
Clause 1.4.1	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions (Clauses 1 to 51);	Part 1: Terms and Conditions
Clause 1.4.2	Clause 1.4.2 has been added 1.4.2 Schedule 1 (Definitions);	Part 1: Terms and Conditions
Clause 1.4.4	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 and/or any policy that is referred to in this Agreement , this Agreement will take precedence.	
Clause 1.6	<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 the Apprenticeship Provider and Assessment Register, 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
Clause 3.2	<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
Clause 4.1.1 <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
Clauses 4.1.3 & 4.1.4 <i>(previously Clauses 26.1.3 & 26.1.4)</i>	Clauses 4.1.3 & 4.1.4 have been deleted	4 Payment, Funding and Audit
Clause 4.1.5	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 the amounts of which have been determined or agreed , with or against the Provider, arising from this Agreement or any other agreement between the Provider and the Department.	
Clause 4.1.17 <i>(previously Clause 26.1.17)</i>	Clause 4.1.17 has been deleted	4 Payment, Funding and Audit
Clause 4.1.19(a) <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, or the identification of the occurrence whichever is sooner ; and	4 Payment, Funding and Audit
Clause 5.2.1 <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 ' Data Collection Timetable ' set out in the ' Appendices, validation rules and schema ' as amended and updated, and in accordance with the 'Provider Support Manual' as amended and updated , which are published on the Department's website Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) .	5 Submission of Learner Data
Clause 5.2.2	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. Failure to report withdrawals by this time will result in the recovery of Funding.	
Clause 5.2.3 <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 Submit learner data (submit-learner-data.service.gov.uk) . 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 the ‘Provider Support Manual’ as amended and updated available on the Department’s website.	5 Submission of Learner Data
Clause 5.2.5 <i>(previously Clause 21.2.5)</i>	Clause 5.2.5 has been deleted	5 Submission of Learner Data
Clause 5.2.6 <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 must be submitted as detailed in the Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) . 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. The EAS should also be used to	5 Submission of Learner Data

Section	Change	Clause Reference
	<p>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: Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.</p>	
<p>Clause 6</p>	<p>Clause 6 has been added</p> <p>6 REQUIREMENTS</p> <p>6.1 The Provider must:</p> <p>6.1.1 comply at all times with the Funding Rules;</p> <p>6.1.2 act in accordance with any requests made by the Department;</p> <p>6.1.3 have documented and implemented procedures for identifying and dealing with conflicts of interest;</p> <p>6.1.4 have documented and implemented procedures and processes to deal with the prevention of fraud and/or administrative malfunction;</p> <p>6.1.5 proactively ensure all data and information (including financial information) submitted to the Department is true, accurate and submitted promptly;</p> <p>6.1.6 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>6.1.7 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</p>	<p>6 Requirements</p>

Section	Change	Clause Reference
	<p>question the Provider's suitability to deliver the Services, including (but not limited to):</p> <ul style="list-style-type: none"> (a) any events or circumstances leading to the death or serious injury of any Learner; (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; (c) ensuring that the provisions of the Computer Misuse Act 1990 are complied with; (d) not committing a Prohibited Act; and (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. 	
<p>Clauses 7 & 7.1.1 <i>(previously Clauses 27 & 27.1.1)</i></p>	<p>Clause 7 has been renamed "REVIEW OF PERFORMANCE UNDER THE AGREEMENT AND RECONCILIATION OF AGREEMENTS" and Clause 7.1.1 has subsequently been amended</p> <p>7.1.1 Reviews of performance under the Agreement and reconciliation will be carried out in accordance with part 2B of Schedule 2 (Specification & Monitoring).</p>	<p>7 Review of Performance under the Agreement and Reconciliation of Agreements</p>
<p>Clause 12.2.3</p>	<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>	<p>12 Performance Monitoring</p>

Section	Change	Clause Reference
Clause 13	Clause 13 (NOT USED) has been deleted	N/A
Clause 15.13	<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
Clause 18	Clause 18 (Assignment of IPR in Databases) has been deleted	N/A
Clause 18.3 <i>(previously Clause 12.3)</i>	<p>Clause 18.3 has been amended</p> <p>18.3 Where Ofsted has published its assessment that the Services are inadequate in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p>	18 Inspections
Clause 20.2.4 <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, action under Clause 33 (Withholding, Suspension and Repayment of Funding) and/or termination under Clause 34 (Termination).</p>	20 Relationships
Clause 22.2 <i>(previously Clause 17.2)</i>	<p>Clause 22.2 has been amended</p> <p>22.2 In the first instance, the Agreement Manager and the Account Manager 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.	
Clause 25	Clause 25 (Re-provision of the Services) has been deleted	N/A
Clause 29.8.1(d) <i>(previously Clause 31.8.1(d))</i>	Clause 29.8.1(d) has been deleted	29 Indemnities and Liability
Clause 31 <i>(previously Clause 33)</i>	Clause 31 has been renamed “ CHANGE OF CONTROL AND CHANGE IN NAME ”	31 Change of Control and Change in Name
Clause 31.3 <i>(previously Clause 33.3)</i>	Clause 31.3 has been amended 31.3 The Provider will inform the Department as soon as reasonably practicable and, in any event 12 weeks before any proposed Change of Control of the Provider takes effect unless to do would put the Provider in breach of the Law. If that is the case the Provider will inform the Department of the Change of Control within 10 Working Days of it becoming lawful to do so.	31 Change of Control and Change in Name
Clause 34.3.1 <i>(previously Clause 36.3.1)</i>	Clause 34.3.1 has been deleted and replaced with a new Clause 34.3.1 34.3.1 the Provider fails to comply with requirements imposed under Clause 6 (Requirements);	34 Termination
Clause 34.3.11 <i>(previously Clause 36.3.11)</i>	Clause 34.3.11 has been split out into 3 sub-clauses and amended 34.3.11 the Provider:	34 Termination

Section	Change	Clause Reference
	<ul style="list-style-type: none"> (a) fails to provide information in response to a request made under Clause 4.1.14; (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; (c) 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. 	
<p>Clause 38.2 <i>(previously Clause 40.2)</i></p>	<p>Clause 38.2 has been amended</p> <p>38.2 All such notices and documents 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>	38 Service of Notices
<p>Clause 51.1.2 <i>(previously Clause 53.1.2)</i></p>	<p>The table at Clause 51.1.2 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>	51 Continuing Obligations
<p>“Agreement”</p>	<p>Definition has been amended</p> <p>means the Agreement between the above named Parties consisting of the Terms and Conditions, the Schedules, 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
<p>“Apprenticeship Provider and Assessment Register”</p>	<p>Definition has been added</p>	Schedule 1: Definitions

Section	Change	Clause Reference
“APAR”	means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train apprentices, and/or can undertake end-point assessments.	
SCHEDULE 3: NOT USED	SCHEDULE 3: NOT USED has been deleted	N/A
SCHEDULE 4: NOT USED	SCHEDULE 4: NOT USED has been deleted	N/A
SCHEDULE 5: NOT USED	SCHEDULE 5: NOT USED has been deleted	N/A
Subject matter of the Processing	<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 information: key stage 4 and 5 and adult education and the ILR privacy notice and documentation.</p> <p>Personal information charter - Department for Education - GOV.UK (www.gov.uk)</p> <p>Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</p> <p>ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</p>	Schedule 4: UK GDPR/Data Protection
Plan for return and destruction of the data once the processing is complete UNLESS requirement under Union	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
or Member State law to preserve that type of data		
<p>“IT Security Health Check (ITSHC)”</p> <p>“IT Health Check (ITHC)”</p> <p>“Penetration Testing”</p>	Definition has been deleted	Schedule 5: Security & Department Policies
Paragraph 1.2	<p>Paragraph 1.2 has been amended</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 PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk) dated September 2023, or any subsequent updated document, are mandated, and the Provider will achieve Cyber Essentials certification during the 2024/25 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>	Schedule 5: Security & Department Policies
Paragraph 1.17	Paragraph 1.17 has been replaced with “ NOT USED ”	Schedule 5: Security & Department Policies
Paragraph 5.2.2	<p>Paragraph 5.2.2 has been amended to remove the words “pursuant to Clause 25 (Re-Provision of the Services) of the Agreement”, 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>	Schedule 6: Exit Arrangements

Section	Change	Clause Reference
Paragraph 9.1	<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, the Provider will co-operate fully with all reasonable requests made of it by the Department or a body authorized by the Department.</p>	Schedule 6: Exit Arrangements
Paragraph 1.1.3	Paragraph 1.1.3 has been deleted	Schedule 7: Subcontracting
Paragraph 1.11	<p>Paragraph 1.11 has been amended</p> <p>1.11 The Provider must provide a fully completed Subcontractor Declaration via Manage your education and skills funding (MYESF) twice during the academic year. Your first declaration must be made by 31 October and your second declaration must be made by 30 June. If the Provider does not have any Subcontractors at the specified date it must submit a nil return. If after submission of its most recent Subcontractor declaration the Provider enters into any Subcontract within the Funding Year, it must submit an updated Subcontractor Declaration to the Department.</p>	Schedule 7: Subcontracting
Paragraph 1.24	<p>Paragraph 1.24 has been amended</p> <p>1.24 If the Provider has previously submitted an Exemption Case, it should continue to seek permission to exceed the Subcontracting Threshold and must submit an Exemption Case to the Department by no later than 11.59pm on 30 April in each Funding Year. The Department may consider Exemption Cases that are submitted later if the Provider</p>	Schedule 7: Subcontracting

Section	Change	Clause Reference
	provides evidence of exceptional circumstances. The Department reserves the right to decline the Provider's Exemption Case.	
Paragraph 1.29	<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 ESFA subcontracting standard - GOV.UK (www.gov.uk). The £100,000 threshold includes Apprenticeships, ESFA Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	Schedule 7: Subcontracting

Accountability Agreement (Colleges):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider and Assessment Register” throughout the Agreement.	Entire Agreement
Clause 1.4.1	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions (Clauses 1 to 48);	Section 1: Terms and Conditions
Clause 1.6	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 the Apprenticeship Provider and Assessment Register , 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
Clause 3.10	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 “ Additional Services ”). 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>Clause 4.1.3</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>Clause 4.1.4</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 Funding Year 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 Funding Year and will take action to recover Funds where payments have already occurred.</p>	<p>4 Payment, Funding and Audit</p>
<p>Clause 5.2.1</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 'Data Collection Timetable' set out in the 'Appendices, validation rules and schema' as amended and updated, and in accordance with the 'Provider Support Manual' as amended and updated, which are published on the Department's website Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk).</p>	<p>5 Submission of Learner Data</p>

Section	Change	Clause Reference
Clause 5.2.2	<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. Failure to report withdrawals by this time will result in the recovery of Funding.</p>	5 Submission of Learner Data
Clause 5.2.3	<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 Submit learner data (submit-learner-data.service.gov.uk). 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 the ‘Provider Support Manual’ as amended and updated available on the Department’s website.</p>	5 Submission of Learner Data
Clause 5.2.5	Clause 5.2.5 has been deleted	5 Submission of Learner Data
Clause 5.2.6	<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 claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk). 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. 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: Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.</p>	
Clause 15.12	<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
Clause 17.1	<p>Clause 17.1 and Sub-Clauses 17.1.1 to 17.1.4 have been amended</p> <p>17.1 The Department will regularly undertake a review of risk in accordance with the College oversight: support and intervention - GOV.UK (www.gov.uk) policy document. Intervention action, or other action, may be triggered under the administrative intervention regime. Intervention under the administrative intervention regime may be triggered under the following four categories:</p> <p>17.1.1 Financial Health</p> <p>17.1.2 Financial management and other controls</p> <p>17.1.3 Quality – Overall inadequate Ofsted</p> <p>17.1.4 Failure to make progress on resolving an issue/s of concern</p>	17 Intervention
Clause 17.3.6	<p>Clause 17.3.6 has been amended</p> <p>17.3.6 in accordance with the 'College Oversight: Support and Intervention' policy document, the Department will write to the College to confirm the position and thereafter consult with the College's governors,</p>	17 Intervention

Section	Change	Clause Reference
	<p>accounting officer (CEO or principal) and, where required, local stakeholders. The College will be subject to a Further Education Commissioner intervention assessment. The College must comply with the requirements/requests of the Further Education Commissioner to enable them to undertake their role;</p>	
<p>Clause 32.3.9</p>	<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 Funding Year to which this Agreement relates;</p>	<p>32 Termination</p>
<p>"Additional Services"</p>	<p>Definition has been added</p> <p>has the meaning in Clause 3.10;</p>	<p>Schedule 1: Definitions</p>
<p>"Agreement"</p>	<p>Definition has been amended</p> <p>means the Agreement between the above named Parties consisting of the Terms and Conditions, the Schedules, 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>"Apprenticeship Provider and Assessment Register" "APAR"</p>	<p>Definition has been amended</p> <p>means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train apprentices, and/or can undertake end-point assessments.</p>	<p>Schedule 1: Definitions</p>
<p>"College"</p>	<p>Definition has been amended</p> <p>means:</p>	<p>Schedule 1: Definitions</p>

Section	Change	Clause Reference
	<p>(1) the further education corporation, or the sixth-form college corporation, or the governing body of a designated institution;</p> <p>(2) in relation to a designated institution which is conducted by a company that company; and</p> <p>(3) the educational institution conducted by that corporation or the designated institution named on page 2 of this Agreement.</p>	
<p>“College Financial Handbook”</p>	<p>Definition has been added means the guidance at College financial handbook - Guidance - GOV.UK (www.gov.uk) as updated and amended from time to time;</p>	<p>Schedule 1: Definitions</p>
<p>“College Oversight Support and Intervention policy document”</p>	<p>Definition has been added means the guidance at College oversight: support and intervention - GOV.UK (www.gov.uk) as updated and amended from time to time;</p>	<p>Schedule 1: Definitions</p>
<p>“Diagnostic Assessment”</p>	<p>Definition has been deleted</p>	<p>Schedule 1: Definitions</p>
<p>“Services”</p>	<p>Definition has been amended means the services to be provided in accordance with the Funding Rules and Schedule 2 (Specification & Monitoring) and shall, where applicable, include the Additional Services;</p>	<p>Schedule 1: Definitions</p>
<p>Subject matter of the Processing</p>	<p>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</p>	<p>Schedule 4: UK GDPR/Data Protection</p>

Section	Change	Clause Reference
	<p>information: key stage 4 and 5 and adult education and the ILR privacy notice and documentation.</p> <p>Personal information charter - Department for Education - GOV.UK (www.gov.uk)</p> <p>Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk)</p> <p>ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)</p>	
<p>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</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>“IT Security Health Check (ITSHC)”</p> <p>“IT Health Check (ITHC)”</p> <p>“Penetration Testing”</p>	<p>Definition has been deleted</p>	<p>Schedule 5: Security & Department Policies</p>
<p>Paragraph 1.2</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 PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk) dated September 2023, or any subsequent updated document, are</p>	<p>Schedule 5: Security & Department Policies</p>

Section	Change	Clause Reference
	mandated, and the College will achieve Cyber Essentials certification during the 2024/25 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.	
Paragraph 1.17	Paragraph 1.17 has been replaced with “ NOT USED ”	Schedule 5: Security & Department Policies
Paragraph 2.4	Paragraph 2.4 has been amended 2.4 The College will inform the Department in writing, as soon as is reasonably practicable, of the vacating or filling of the positions of the Chair of the Governing Body, the accounting officer (CEO or principal), and the governance professional.	Schedule 7: College Governance
Paragraph 4.4	Paragraph 4.4 has been deleted	Schedule 7: College Governance
Paragraph 12	Paragraph 12 and Sub-Paragraph 12.1 have been deleted	Schedule 7: College Governance
Paragraph 1.1.3	Paragraph 1.1.3 has been deleted	Schedule 8: Subcontracting
Paragraph 1.11	Paragraph 1.11 has been amended	Schedule 8: Subcontracting

Section	Change	Clause Reference
	<p>1.11 The College must provide a fully completed Subcontractor Declaration via Manage your education and skills funding (MYESF) twice during the academic year. Your first declaration must be made by 31 October and your second declaration must be made by 30 June. If the College does not have any Subcontractors at the specified date it must submit a nil return. If after submission of its most recent Subcontractor declaration the College enters into any Subcontract within the Funding Year, it must submit an updated Subcontractor Declaration to the Department.</p>	
<p>Paragraph 1.24</p>	<p>Paragraph 1.24 has been amended</p> <p>1.24 If the College has previously submitted an Exemption Case, it should continue to seek permission to exceed the Subcontracting Threshold and must submit an Exemption Case to the Department by no later than 11.59pm on 30 April in each Funding Year. The Department may consider Exemption Cases that are submitted later if the College provides evidence of exceptional circumstances. The Department reserves the right to decline the College's Exemption Case.</p>	<p>Schedule 8: Subcontracting</p>
<p>Paragraph 1.29</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 ESFA subcontracting standard - GOV.UK (www.gov.uk). The £100,000 threshold includes Apprenticeships, ESFA Adult Skills Fund and 16 to 19 provision subcontracted by the College.</p>	<p>Schedule 8: Subcontracting</p>

Accountability Agreement (Local Authorities):

Section	Change	Clause Reference
Entire Agreement	All references to “Contact Form: General Enquires at Education and Skills Funding Agency - GOV.UK (www.gov.uk) ” have been replaced with “ Customer Help Portal: Home - Customer Help Portal (education.gov.uk) ” throughout the Agreement.	Entire Agreement
Entire Agreement	All references to “Apprenticeship Provider Assessment Register” have been replaced with “Apprenticeship Provider and Assessment Register” throughout the Agreement.	Entire Agreement
Clause 1.4.1	Clause 1.4.1 has been amended 1.4.1 the Terms and Conditions (Clauses 1 to 49);	Section 1: Terms and Conditions
Clause 1.6	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 the Apprenticeship Provider and Assessment Register , 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
Clause 5.3.1	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 ‘ Data Collections Timetable ’ set out in the ‘ Appendices, validation rules and schema ’ as amended and updated, and in accordance with the ‘Provider Support Manual’ as amended and updated , which are published on the Department’s	5 Submission of Learner Data

Section	Change	Clause Reference
	website Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk) .	
Clause 5.3.2	<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. Failure to report withdrawals by this time will result in the recovery of Funding.</p>	5 Submission of Learner Data
Clause 5.3.3	<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 Submit learner data (submit-learner-data.service.gov.uk). 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 the ‘Provider Support Manual’ as amended and updated available on the Department’s website.</p>	5 Submission of Learner Data
Clause 5.3.5	Clause 5.3.5 has been deleted	5 Submission of Learner Data
Clause 5.3.6	<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 claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and</p>	5 Submission of Learner Data

Section	Change	Clause Reference
	<p>requirements (submit-learner-data.service.gov.uk). 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. 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: Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.</p>	
Clause 6.1.5	Clause 6.1.5 has been deleted	6 Requirements
Clause 7.1	<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
Clause 15.13	<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
Clause 18.4	<p>Clause 18.4 has been amended</p> <p>18.4 Where Ofsted has published its assessment that the Services are inadequate in any graded sub-judgement, the Department may, in its absolute discretion take one or more of the following actions:</p>	18 Inspections
Clause 28.1	Clause 28.1 has been added	28 Subcontracting

Section	Change	Clause Reference
	28.1 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.	
“Agreement”	Definition has been amended means the Agreement between the above named Parties consisting of the Terms and Conditions, the Schedules , 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
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train apprentices, and/or can undertake end-point assessments.	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 information : key stage 4 and 5 and adult education and the ILR privacy notice and documentation. Personal information charter - Department for Education - GOV.UK (www.gov.uk) Privacy information: key stage 4 and 5 and adult education - GOV.UK (www.gov.uk) ILR Privacy Notice 2024 to 2025 version 1: January 2024 (submit-learner-data.service.gov.uk)	Schedule 4: UK GDPR/Data Protection

Section	Change	Clause Reference
<p>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</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>Paragraph 1.2</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 PPN 09/23: Updates to the Cyber Essentials Scheme - GOV.UK (www.gov.uk) dated September 2023, or any subsequent updated document, are mandated, and the Provider will work towards meeting the requirements of Cyber Essentials during the 2024/25 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 & Department Policies</p>
<p>SCHEDULE 7: NOT USED</p>	<p>SCHEDULE 7: NOT USED has been deleted</p>	<p>N/A</p>
<p>Paragraph 1.1.3</p>	<p>Paragraph 1.1.3 has been deleted</p>	<p>Schedule 7: Subcontracting</p>
<p>Paragraph 1.11</p>	<p>Paragraph 1.11 has been amended</p> <p>1.11 The Provider must provide a fully completed Subcontractor Declaration via Manage your Education and Skills Funding (MYESF) twice during the academic year. Your first declaration must be made by 31</p>	<p>Schedule 7: Subcontracting</p>

Section	Change	Clause Reference
	<p>October and your second declaration must be made by 30 June. If the Provider does not have any Subcontractors at the specified date it must submit a nil return. If after submission of its most recent Subcontractor declaration the Provider enters into any Subcontract within the Funding Year, it must submit an updated Subcontractor Declaration to the Department.</p>	
<p>Paragraph 1.24</p>	<p>Paragraph 1.24 has been amended</p> <p>1.24 If the Provider has previously submitted an Exemption Case, it should continue to seek permission to exceed the Subcontracting Threshold and must submit an Exemption Case to the Department by no later than 11.59pm on 30 April in each Funding Year. The Department may consider Exemption Cases that are submitted later if the Provider provides evidence of exceptional circumstances. The Department reserves the right to decline the Provider's Exemption Case.</p>	<p>Schedule 7: Subcontracting</p>
<p>Paragraph 1.29</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 ESFA subcontracting standard - GOV.UK (www.gov.uk). The £100,000 threshold includes Apprenticeships, ESFA Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	<p>Schedule 7: Subcontracting</p>