



Department
for Education

20 Great Smith Street
London
SW1P 3BT
T 0370 000 2288

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

BETWEEN: -

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

RECITALS: -

- (A) The Department and the Training Provider entered into an Apprenticeship Agreement for the provision of Apprenticeship Training with the Department’s reference number of «MasterContractRef» (“**Original Agreement**”).
- (B) The Department and the Training Provider have agreed to vary the terms of the Original Agreement as set out in this Variation.
- (C) The Department’s reference for this Variation is January 2026, Version 4.5.

IT IS AGREED as follows: -

1. CONSIDERATION

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

2. VARIATION OF THE ORIGINAL AGREEMENT

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

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

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

3. **SEVERABILITY**

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

4. **AUTHORITY AND COSTS**

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

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

- 5.1 Subject to Clause 5.2 below, this Variation is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Variation. Accordingly, the parties confirm that no term of this Variation is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Variation.
- 5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Variation.

6. **GOVERNING LAW AND JURISDICTION**

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

7. **ACCEPTANCE BY THE TRAINING PROVIDER**

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

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

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

by Andrew Thomas, Director of Funding and Financial Oversight

Andrew Thomas

ANNEX 1

VARIATIONS TO ORIGINAL AGREEMENT

All references to clauses/paragraphs in this Annex 1 are to clauses/paragraphs in the Original Agreement.

A summary of the main changes are detailed below.

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

Amended wording appears in **bold** below.

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

A copy of the revised Department for Education Apprenticeships-Provider Agreement, January 2026, Version 4.5, which incorporates the amendments detailed below, is attached to this Variation.

The following amendments apply only to providers who were on the Apprenticeship Provider and Assessment Register (APAR) prior to 1 April 2025:

Entire Agreement

Delete all references to "ESFA" and "Education and Skills Funding Agency" throughout the Agreement, effective from the closure of the ESFA on 31 March 2025.

1. Definitions

Delete Clauses 1.8 and 1.9

Schedule 3 – Subcontracting

Amend Paragraph 1.26 and renumber as Paragraph 1.27 as follows:

- 1.27. If the aggregate total of all Subcontractors delivering **Training that is funded** on the Training Provider's behalf exceeds or is anticipated to exceed £100,000 in any Academic Year, the Training Provider must meet the requirements detailed in [DfE subcontracting standard - GOV.UK](#). The £100,000 threshold includes Apprenticeships, **DfE administered** Adult Skills Fund and 16 to 19 provision subcontracted by the Training Provider.

The following amendments apply to all providers:

Entire Agreement

Delete all references to “**End-Point Assessments**” and replace with “**Apprenticeship Assessments**” and/or “**Learner Assessments**”.

Delete all references to “**End-Point Assessment Organisations**” (or “**EPAO**”) and replace with “**Apprenticeship Assessment Organisations**” (or “**AO**”).

Where applicable, definitions and clauses have been updated to include reference to “**Apprenticeship Units**” and/or “**Apprenticeship Unit Details**”.

Where applicable, definitions and clauses have been updated to include reference to “**Learners**”, in addition to the existing references to “Apprentices”.

1. Definitions

Amend the definition of “Apprentice” as follows:

“Apprentice”	means an employee who works under an Apprenticeship Agreement under which the Apprentice will receive Training towards an Apprenticeship.
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Amend the definition of “Apprenticeship” as follows:

“Apprenticeship”	means a job for an Apprentice that includes Training relevant to that job and, where required, an Apprenticeship Assessment. In this Agreement, Apprenticeship includes all Apprenticeships including Foundation Apprenticeships and Short Duration Apprenticeships.
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Add the definition of “Apprenticeship Assessment” as follows:

“Apprenticeship Assessment”	means the process of evaluating whether an individual seeking to complete an approved English apprenticeship has attained the outcomes set out in the standard for the occupation.
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Add the definition of “Apprenticeship Assessment Organisation” or “AO” as follows:

“Apprenticeship Assessment	means any organisation which is selected by the Training Provider, or the Employer (should they wish to retain responsibility) to carry out an Apprenticeship Assessment.
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“Organisation” or “AO”	
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Amend the definition of “Apprenticeship Provider and Assessment Register” “APAR” as follows:

“Apprenticeship Provider and Assessment Register” “(APAR)”	means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train Apprentices or any register which replaces the APAR.
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Amend the definition of “Apprenticeship Service” as follows:

“Apprenticeship Service”	means the digital service provided by the Department for Education to manage and pay (using government funds) the Funding for the eligible activity covered by this Agreement.
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Amend the definition of “Apprenticeship Standard” as follows:

“Apprenticeship Standard”	means the apprenticeship standards designed by employers that have had both the standard and associated assessment plan approved Skills England and are published on Skills England’s website (https://skillsengland.education.gov.uk/) alongside their allocated funding band.
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Add the definition of “Apprenticeship Unit” as follows:

“Apprenticeship Unit”	means job related training for a Learner that includes Training relevant to their job, which leads to completion of an Apprenticeship Unit and which addresses a gap in the Learner's skills identified by their employer. Apprenticeship Units comprise of shorter, more flexible training for a Learner which covers a specific set of skills and knowledge from existing Apprenticeship Standards.
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Add the definition of “Apprenticeship Unit Details” as follows:

“Apprenticeship Unit Details”	means the details of the Learners and their Apprenticeship Unit including but not limited to; the cost of the Training and Learner Assessment; the Apprentice’s name, date of birth and Unique Learner Number and the Apprenticeship start date.
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Add the definition of “Central Government Body” as follows:

“Central Government Body”	means government of the United Kingdom, including government ministers and government departments, executive agencies and particular bodies, person, commissions, or agencies from time to time carrying out functions on its behalf
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Delete the definition of “Combined Authority”.

Delete the definition of “Crown Body”.

Amend the definition of “Department” as follows:

“Department”	means the Secretary of State for Education acting through the Department for Education or the Secretary of State for Work and Pensions acting through the Department for Work and Pensions, as may be applicable.
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Delete the definition of “End-Point Assessment”.

Delete the definition of “End-Point Assessment Organisation” or “EPAO”.

Add the definition of “Foundation Apprenticeships” as follows:

“Foundation Apprenticeships”	means a job with training up to level 2 for young people, focused on the technical knowledge and skills needed for the job role and employability skills and behaviours.
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Amend the definition of “Funding Limit” as follows:

“Funding Limit”	has the meaning in Clause 7.1 (Funding Limits and Growth Controls).
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Add the definition of “Growth and Skills Levy” as follows:

“Growth and Skills Levy”	the levy payable by certain employers which enables all Employers to use Funding to support a wide range of training courses including Apprenticeships and Apprenticeship Units and any other applicable training available on the Apprenticeship Service.
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Add the definition of “High Impact Provider (or Major Delivery Provider)” as follows:

“High Impact Provider (or Major Delivery Provider)”	means a provider responsible for delivering a large number of Apprenticeships or Apprenticeship Units or receiving a substantial share of public funding, making their performance and stability strategically important to the Department.
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Add the definition of “Learner” as follows:

“Learner”	means an employee who will receive Training towards an Apprenticeship Unit in accordance with a Training Plan.
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Add the definition of “Learner Assessment” as follows:

“Learner Assessment”	means the assessment of the Learner's knowledge and skills to confirm that the Learner has met the requirements of any relevant Apprenticeship Unit.
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Add the definition of “OFSTED Evaluation Areas” as follows:

“OFSTED Evaluation Areas”	<p>means, in the case of the Training Provider, the following areas that will be evaluated during an OFSTED Inspection or Monitoring Visit:</p> <p>For the Training Provider as a whole:</p> <ul style="list-style-type: none"> (a) safeguarding; (b) inclusion; (c) leadership and governance; and (d) contribution to meeting skills needs (for colleges, further education colleges, sixth-form colleges and designated institutions) <p>For each type of provision offered (apprenticeships, adult learning programme):</p> <ul style="list-style-type: none"> (e) curriculum, teaching and training; (f) achievement; (g) participation and development.
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Add the definition of “OFSTED Inspection” as follows:

“OFSTED Inspection”	means an inspection carried out by Ofsted and includes:
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	<p>(a) a full inspection in accordance with the Ofsted Education Inspection Framework (OFSTED Education Inspection Framework for use from November 2025);</p> <p>(b) an OFSTED Monitoring Inspection (as defined below); and</p> <p>(c) an OFSTED Monitoring Visit.</p>
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Add the definition of “OFSTED Monitoring Inspection” as follows:

“OFSTED Monitoring Inspection”	means an interim type of inspection carried out by Ofsted in accordance with the Ofsted Education Inspection Framework (OFSTED Education Inspection Framework for use from November 2025).
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Amend the definition of “OFSTED Monitoring Visit” as follows:

“OFSTED Monitoring Visit”	means an interim type of inspection carried out by Ofsted, prior to 10 November 2025 , in accordance with the Further Education and Skills Inspection Handbook (Further education and skills inspection handbook - GOV.UK (www.gov.uk)).
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Amend the definition of “Parties” as follows:

“Parties”	means the Department and the Training Provider.
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Add the definition of “Privately Funded Apprenticeships Guidance” as follows:

“Privately Funded Apprenticeships Guidance”	means the guidance for Privately Funded Apprenticeships as revised and amended from time to time and available at Apprenticeship funding rules - GOV.UK
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Amend the definition of “Procurement Law” by removing the reference to “Public Contract Regulation 2015” as follows:

“Procurement Law”	means the Procurement Act 2023.
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Amend the definition of “Prohibited Act” as follows:

“Prohibited Act”	means:
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	<p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:</p> <p>(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Crown; or</p> <p>(ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown;</p> <p>(b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Training Provider or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Department;</p> <p>(c) committing any offence:</p> <p>(iii) under the Bribery Act;</p> <p>(iv) under the Economic Crime and Corporate Transparency Act 2023;</p> <p>(v) under legislation creating offences in respect of fraudulent acts; or</p> <p>(vi) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or</p> <p>defrauding or attempting to defraud or conspiring to defraud the Crown.</p>
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Add the definition of “Serious Criminal Offence” as follow:

“Serious Criminal Offence”	<p>means:</p> <p>(a) a serious offence as set out in Schedule 1 of the Serious Crime Act 2007 (as amended by section 47 of the Serious Crime Act 2015); or</p> <p>(b) any of the grounds set out in the Funding Higher Risk Organisations Policy which mean that a provider or connected person is considered to be high risk;</p>
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1. Purpose and Use of Funding

Rename Clause 2 as “**Background, Purpose and Use of Funding**”.

Add Clause 2.1 and Sub-Clauses 2.1.1 to 2.1.4 as follows:

- 2.1. On 16 September 2025 a number of changes were introduced as part of the UK Government's reforms to Apprenticeships, adult further education, skills, training and careers. Those changes are reflected in this Agreement and include:
 - 2.1.1. the transfer of certain responsibilities for Apprenticeships, adult further education, skills, training and careers from the Department for Education to the Department for Work and Pensions;
 - 2.1.2. the creation of a new Agency, Skills England, under the control of the Department for Work and Pensions;
 - 2.1.3. the continuing provision of the Apprenticeship Service by the Department for Education; and
 - 2.1.4. the introduction of the Growth and Skills Levy which will enable Employers to use Funding for a wider range of training courses including Apprenticeships and Apprenticeship Units and any other applicable training available on the Apprenticeship Service.

Amend Clause 2.6 and renumber as Clause 2.7 as follows:

- 2.7. The Training Provider agrees that any Funding paid to it in accordance with this Agreement is solely to support the Training and, **where relevant, any Apprenticeship Assessment or Learner Assessment in each case** in accordance with the **relevant Apprenticeship Standard or Apprenticeship Unit**.

4. Provision of Training and End-Point Assessments

Rename Clause 4 as “Provision of Training, **Apprenticeship Assessments and Learner Assessments**”.

Add Clauses 4.1.3 & 4.1.5 as follows:

- 4.1.3. Learners receiving Learner Assessments;
- 4.1.5. ensuring that Apprentices and Learners successfully complete the Apprenticeship/Apprenticeship Unit.

Amend Clauses 4.2.1 and 4.2.2 as follows:

- 4.2.1. delivering **Apprenticeship Assessments or Learner Assessments** in addition to delivering the Training. **Accordingly, in those circumstances, the Training Provider receives the Funding in order to deliver Apprenticeship Assessments or Learner Assessments. Where the Training Provider is delivering an integrated degree Apprenticeship, the Training Provider may be an AO; or**

- 4.2.2. arranging **Apprenticeship Assessments or Learner Assessments**. Accordingly, **in those circumstances**, the Training Provider receives the Funding in order to arrange **Apprenticeship Assessments or Learner Assessments**. **Where assessments are undertaken by an AO, the AO is not a Subcontractor to the Training Provider.**

Add Clause 4.3 as follows:

- 4.3. Where the Training Provider is delivering an Apprenticeship or Apprenticeship Unit to a privately funded Apprentice or Learner (namely, where the Apprenticeship or Apprenticeship Unit is being privately funded outside of the Growth and Skills Levy), then the Training Provider must ensure that it complies with the Privately Funded Apprenticeships Guidance.

5. Requirements

Amend Clauses 5.1.3 and 5.1.4 as follows:

- 5.1.3. subject to Clause 5.2, **directly** delivers Training (**namely** without Subcontracting) within six (6) months of being listed on the Apprenticeship Provider and Assessment Register;
- 5.1.4. does not, at any time, have any period of longer than six (6) months whereby it is not **directly** delivering Training itself (without Subcontracting);

Amend Clause 5.1.5 and **Add** Sub-Clauses 5.1.5.1 to 5.1.5.3 as follows:

- 5.1.5. where the Training Provider's application to the APAR was successful through the 'gap in provision' exceptions process (which began in September 2021), **the Training Provider:**
- 5.1.5.1. **may only deliver the Apprenticeship Standard for which it was nominated, as listed in its APAR application, and any other Apprenticeship Standards that fall within the same Skills England occupational route as that nominated standard;**
 - 5.1.5.2. **must not deliver Apprenticeship Standards outside of the nominated occupational route for a minimum period of one full academic year of delivery, commencing from the date of first delivery under this Agreement;**
 - 5.1.5.3. **may only expand delivery into additional occupational routes after written agreement from its Department account manager.**

Add Clause 5.1.9 as follows:

- 5.1.9. where applicable, complies with the Privately Funded Apprenticeships Guidance.

Amend Clause 5.2.1 as follows:

- 5.2.1. the Training Provider is an accredited initial teacher Training Provider, then the Training Provider must **directly** deliver Training itself (without Subcontracting) within eighteen (18) months of being listed on the Apprenticeship Provider and Assessment Register; or

6. Funding and Payment

Amend Clause 6.11 to 6.13 as follows:

- 6.11. Where the Department identifies errors in the data that the Training Provider is required to provide under **this** Agreement to support the payment of Funding, the Department reserves the right at its absolute discretion to require the Training Provider at the Training Provider's cost to procure an independent audit **or assurance review** of all or part of the Training **as required and** by a deadline specified by the Department and/or to recover from the Training Provider Funding equivalent to an **extrapolated** amount based on the error rate identified and the total value of the Funding paid to the Training Provider under this Agreement. **The independent auditor will be specified by the Department.**
- 6.12. Without prejudice to any other provisions in this Agreement, such amounts **to be recovered under Clause 6.11** may be recovered by **the Training Provider** making **corrective** adjustments to **its ILR data, or, where this is not possible,** by the **Department** making deductions from future payments due to the Training Provider. **Where data adjustments or set off against future payments is not possible, the Department may submit an invoice to the Training Provider for payment of the amounts identified for repayment under Clause 6.11.** Failure to settle such amounts by the Training Provider will constitute a material breach of this Agreement. The decision of the Department as to the amount of recovery under this Clause is final.
- 6.13. All payments **of Funding** by the Department will be made via BACS.

7. Funding Limits

Rename Clause 7 as "Funding Limits **and Growth Controls**".

Clause 7 has been redrafted to introduce a clear approach to manage provider growth, including new restrictions to cap and control growth. Please refer to the updated wording set out in Clause 7 of the revised Department for Education Apprenticeships-Provider Agreement, January 2026, Version 4.5 attached to this Variation.

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

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

Amend Clause 9.2 as follows:

- 9.2. The Training Provider will inform the Department in writing if there is a change in its **registered** name at least one month prior to the change taking effect unless to do so would put the Training Provider in breach of the Law. If that is the case the Training Provider will inform the Department of the change in its **registered** name within 10 Working Days of it becoming lawful to do so.

13. Liability

Add Clause 13.3 as follows:

- 13.3. The Department accepts no liability whatsoever for any consequences, whether direct or indirect, that may come about as a result of the actions and / or omissions of the Training Provider in relation to this Agreement, or their respective obligations to third parties, including but not limited to under a contract for services between the Employer and a Training Provider.

15. Monitoring and Financial Health

Rename Clause 15 as “Monitoring, **Audit** and Financial Health”.

Clause 15 has been substantially redrafted to incorporate the new Ofsted inspection grades, which came into effect from 10 November 2025. Please refer to the updated wording set out in Clause 15 of the revised Department for Education Apprenticeships-Provider Agreement, January 2026, Version 4.5 attached to this Variation.

16. Liability to Settle Demands for Repayment of Funding

Amend Clause 16.2 as follows:

- 16.2. Where the Department requires the Training Provider to repay any amount of Funding, the Training Provider shall repay the amount concerned within 20 Working Days of receiving the demand for repayment **or as agreed with the Department**. The liability to meet such a demand shall be enforceable as a contractual debt.

17. Prohibited Activities

Delete Clause 17.1.

Add a new Clause 17.1 as follows:

- 17.1. The Training Provider shall ensure that its employees and any Training Provider Related Party shall not, commit any Prohibited Act.

Amend Clause 17.2 as follows:

- 17.2. Any **Prohibited Act committed** by the Training Provider or its employees or by **any Training Provider Related Party** shall entitle the Department to terminate this Agreement and to recover from the Training Provider the amount of any loss resulting from such termination.

20. Submission of Apprentice Data through the ILR

Rename Clause 20 as “Submission of Apprentice/**Learner** Data through the ILR”.

Amend Clauses 20.3 and 20.4 and **Add** Clause 20.5 as follows:

- 20.3. The Training Provider must notify the Department through the ILR of any new Apprenticeships **or Apprenticeship Units** within 2 months of the **relevant Apprentice/Learner** starting their Training. **The provisions of this Clause 20.3 shall also apply to privately funded Apprentices and Learners (namely, where the Apprenticeship or Apprenticeship Unit is being privately funded outside of the Growth and Skills Fund).**
- 20.4. The Training Provider must notify the Department through the ILR of all withdrawals from Training and completions and achievements by Apprentices/**Learners** within 3 months of the last day of the relevant Apprenticeship **or Apprenticeship Unit and, in event within the Academic Year in which the withdrawal occurs.** Failure to report withdrawals by this time will result in the Department being entitled to recover payment of any applicable Funding in accordance with Clause 16 (Liability to Settle Demands for Repayment of Funding). **Continuing failure to comply with this Clause 20.4 may result in the withholding of Funding or the suspension of or termination of this Agreement in accordance with Clause 23 or Clause 24.**
- 20.5. The completion date for Apprenticeship Units may be extended to a period up to 8 weeks after the planned completion date in accordance with the Funding Rules (e.g. the Learner needs more time to finish assessments or functional skills due to unplanned or unforeseeable events (e.g. illness)). If no notice of completion is received through the ILR by that extended period, the Learner will be deemed to have withdrawn from the Apprenticeship Unit.

Amend Clause 20.6 and renumber as Clause 20.7 as follows:

- 20.7. Where required by the Funding Rules, the Training Provider must use the Earnings Adjustment Statement (“EAS”) to claim Funding that cannot be recorded through the ILR. The request for Funding must be submitted in accordance with the guidance at [Individualised Learner Record \(ILR\) technical documents, guidance and requirements \(submit-learner-data.service.gov.uk\)](https://submit-learner-data.service.gov.uk). The Training Provider must check the accuracy of the EAS via the Submit Learner Data service and the Training Provider must correct any errors

immediately. All EAS submissions must be supported by evidence. **Where the Training Provider identifies errors in the EAS (other than as a result of an audit in accordance with Clauses 6.11 and 6.12), the EAS should be used to repay Funding claimed in error by the Training Provider. The Training Provider must claim or repay Funding via the EAS as set out in the EAS guidance: [Earnings adjustment statement \(EAS\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/earnings-adjustment-statement-eas) as updated and amended from time to time. Any claim or repayment of Funding should take place in the relevant Academic Year and, in any event, no later than 3 months from the end of the relevant Academic Year.**

Amend Clause 20.8.2 and renumber as Clause 20.9.2 as follows:

20.9.2. require the Training Provider at its own cost to **fully engage with Crown auditors and the audit process that the Department has procured** in accordance with Clause 6.11 (Funding and Payment);

21. Fraud and Irregularity

Amend Clause 21.1.8 as follows:

21.1.8. **any reported** financial irregularities, **ILR data errors and/or funding errors** that have been identified **either internally or externally** by a third party **through internal/external audit or other reviews**,

24. Termination

Clause 24 has been substantially redrafted. Please refer to the updated wording set out in Clause 24 of the revised Department for Education Apprenticeships-Provider Agreement, January 2026, Version 4.5 attached to this Variation.

29. Retention of Documents

Amend Clause 29.3 as follows:

29.3. The Department **may require** the Training Provider **to securely** destroy **documents and data retained under Clause 29.2 by a date to be advised by the Department**. Without prejudice to any of the other rights under the Agreement to recover Funding, the Department will be entitled to recover from the Training Provider any sums which it is required to repay to the European Social Fund as a result of the Training Provider's failure to comply with this Clause 29.

37. Department responsibilities under this Agreement and transfer of this Agreement by the Department

Add Clause 37, comprising of the heading above and Sub-Clause 37.1 as follows:

- 37.1. The Parties acknowledge that pursuant to a Written Ministerial Statement dated 16 September 2025, the Department for Education and the Department for Work and Pensions share ministerial responsibilities for Apprenticeships, Apprenticeship Units, adult further education, skills, training and careers with effect from that date. Accordingly, the Department for Education and the Department for Work and Pensions are collaborating regarding their shared responsibilities, and the Department may, during the Term, serve notice to the Training Provider of any changes required to ensure the effective administration of this Agreement.

Schedule 2 – Apprenticeship Accountability Framework for Training Providers

Schedule 2 has been substantially redrafted to incorporate the new Ofsted inspection grades, the introduction of Apprenticeship Units, and updates to the key quality indicators and contextual factors that form part of the Apprenticeship Accountability Framework. Please refer to the updated wording set out in Schedule 2 of the revised Department for Education Apprenticeships-Provider Agreement, January 2026, Version 4.5 attached to this Variation.

Schedule 3 – Subcontracting

Amend Paragraphs 1.18.1 and 1.18.3 as follows:

- 1.18.1. OFSTED has rated the Training **Provider's leadership and governance as Urgent Improvement; or Ofsted has rated the Training Providers** management and leadership as **Inadequate if the inspection was before 10 November 2025.**
- 1.18.3. a Subcontractor has been inspected and **any evaluation area, at provider or apprenticeship provision level, has been judged as Urgent Improvement (or Inadequate if inspection was before 10 November 2025)** by OFSTED; or

Add Paragraph 1.25 and Sub-Paragraphs 1.25.1 to 1.25.3 as follows:

- 1.25. Where the Training Provider subcontracts the delivery of Training to a Supporting Provider listed on the Apprenticeship Provider and Assessment Register ("APAR"), the Training Provider must ensure that:
- 1.25.1. the Supporting Provider does not receive more than £500,000 in total Funding from all lead training providers combined in any single funding year.
- 1.25.2. If the Supporting Provider is newly approved and added to the APAR within the current funding year, the Training Provider must ensure that the Supporting Provider does not receive more than £100,000 in total Funding from all lead training providers combined in its first funding year.

1.25.3. The Training Provider must submit subcontractor declarations in accordance with Paragraph 1.11 of this Schedule and maintain appropriate records to demonstrate compliance with these limits.