



Department
for Education

Department for Education Apprenticeships-Provider Agreement

Terms and Conditions

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THIS AGREEMENT is made on the date the Agreement is digitally signed by the Training Provider through the Manage Your Education and Skills Funding Service having already been signed by the Department and is between:

«OrgName»
«ProviderAddress»

«CompanyNumber»
UKPRN: «UKPRN»

THE SECRETARY OF STATE
FOR EDUCATION
DEPARTMENT FOR
EDUCATION
20 GREAT SMITH STREET
LONDON
SW1P 3BT
and
THE SECRETARY OF STATE
FOR WORK AND PENSIONS
DEPARTMENT FOR WORK
AND PENSIONS
CAXTON HOUSE, TOTHILL
STREET, LONDON SW1H 9NA

Referred to in this Agreement as “the Training Provider”

Referred to in this Agreement as “the Department”

It is agreed as follows.

1. Definitions

1.1. In this Agreement the following terms shall have the meaning set out in the table below:

“Academic Year”	means a twelve-month period starting on 1 August and ending on the following 31 July.
“Agreement”	means the Agreement between the above-named Parties consisting of the main body and schedules, the Funding Rules 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.
“Agreement Date”	means the date on which the Training Provider enters into this Agreement on the Department’s Manage Your Education and Skills Funding Service for Training Providers on the www.gov.uk website.

“Apprentice”	means an employee who works under an Apprenticeship Agreement under which the Apprentice will receive Training towards an Apprenticeship.
“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.
“Apprenticeship Accountability Framework”	means the framework set out by the Department at Apprenticeship training provider accountability framework - GOV.UK (www.gov.uk) that includes Quality Indicators and Supplementary Indicators to which the Training Provider must adhere as updated and amended from time to time.
“Apprenticeship Agreement”	<p>means:</p> <ul style="list-style-type: none"> (a) an approved English apprenticeship as defined by section A1 of the Apprenticeships, Skills, Children and Learning Act 2009; or (b) an apprenticeship agreement within the meaning given in section 32 of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England by virtue of provision made under section 115(9) of the Deregulation Act 2015.
“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.
“Apprenticeship Assessment Organisation” or “AO”	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.
“Apprenticeship Details”	means the details of the Apprentice and their Apprenticeship that need to be inputted into the Apprenticeship Service which include but are not limited to the Apprenticeship Standard; the agreed cost of the Training and Apprenticeship Assessment; the Apprentice’s name, date of birth and Unique Learner Number and the Apprenticeship start date.
“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.

“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.
“Apprenticeship Service Account”	means the online facility provided as part of the Apprenticeship Service where the Employer can add Apprenticeship Details/Apprenticeship Unit Details and see information about Funding, Apprentices and Learners they have previously added to their account.
“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 (Home / Skills England) alongside their allocated funding band.
“Apprenticeship Workforce Development Programme”	means the programme for Training Providers delivering Apprenticeships or Apprenticeship Units to develop the skills, knowledge and ability to deliver such Apprenticeships or Apprenticeship Units.
“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.
“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
“Apprenticeships Logo”	means the logo consisting of the word “Apprenticeships” in plain black or white typeface with a semi-circle of brush strokes to the left-hand side of the letter A, the Intellectual Property Rights of which are owned by the Crown.
“Awarding Organisation”	means an organisation that is regulated by OFQUAL or is recognised by the Quality Assurance Agency for Higher Education as an access validating agency.
“Brokerage”	means the provision by a third party of services, for a fee, to source Subcontractors to provide the services on behalf of the Training Provider.

“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
“Change of Control”	means:
	<ul style="list-style-type: none"> (a) any event where any single person or group of persons acting in concert (within the meaning of The City Code on Takeovers and Mergers) acquires any direct or indirect legal and/or beneficial interest in the share capital (as defined in section 545 of the Companies Act 2006) of the Training Provider as a result of which that person or group of persons has a direct or indirect interest in more than 25% of the share capital of the Training Provider; and/or (b) a change in the top two tiers of the management team of the Training Provider.
“Confidential Information”	means any information, including Personal Data as defined by the Data Protection Legislation, and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel, and suppliers of the Parties including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential").
“Connected Employer”	means any entity (being a distinct legal entity from an Employer) which is connected with an Employer within the meaning of Schedule 1 Parts 1 and 2 of the National Insurance Contributions Act 2014, and which, not being a contracting party to an agreement with the Department, carries out activities on behalf of an Employer in relation to the Apprenticeship Service or employs an Apprentice and/or Learner whose Training and/or Apprenticeship Assessment/Learner Assessment is funded through the Employer's Apprenticeship Service Account.
“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.

“Department Policies”	the policies of the Department including but not limited to the Department’s policy on Funding Higher Risk Organisations and Subcontractors in force as at the Agreement Date and amended from time to time.
“Disclosure and Barring Service”	means the non-departmental public body established pursuant to the Protection of Freedoms Act 2012.
“Earnings Adjustment Statement”	means Earnings adjustment statement (EAS) - GOV.UK (www.gov.uk) as updated and amended from time to time.
“EIR”	means the Environmental Information Regulations 2004, as amended.
“Employer”	means an employer of Apprentices and/or Learners that enters into a contract with a Training Provider to commission Training (a) for its own Apprentices/Learners and/or (b) on behalf of a Connected Employer for the Connected Employer’s Apprentices and/or Learners, to be funded through the Employer’s Apprenticeship Service Account.
“Employer-Provider”	means a Training Provider which is also an Employer of Apprentices/Learners and delivers Training to its own Apprentices/Learners under the Agreement.
“Evidence Pack”	means any information relating to an Apprentice/Learner generated by the Training Provider, the Employer, the Apprentice, the Learner or a third party for the purpose of the delivery of the Apprenticeship or Apprenticeship Unit as set out in the Funding Rules.
“Exempt Information”	means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Agreement or otherwise relating to the Training Provider, which potentially falls within an exemption to FOIA or EIR.
“Exemption Case”	means the case submitted by the Training Provider to the Department in accordance with “Subcontracting threshold and exemption cases” of the latest Funding Rules, for permission to exceed the subcontracting threshold.

"External Quality Assurance Organisation"	means the relevant organisation undertaking an external quality assurance of Apprenticeship Assessments.
"Expiry Date"	means 31 July 2026 or such later date as is notified in writing by the Department and agreed by the Training Provider in accordance with Clause 3 (Commencement and Duration).
"FE Commissioner"	means the part of the Department for Education that works with further education (FE) colleges to improve their quality and financial resilience.
"Financial Handbook for Independent Training Providers" or "Financial Handbook"	means the guidance found at Financial handbook for independent training providers: effective from 1 August 2025 as updated and amended from time to time.
"FOIA"	means the Freedom of Information Act 2000 and all regulations made there from time to time or any superseding or amending enactment and regulations, and words and expressions defined in the FOIA shall have the same meaning in Clause 10 (Freedom of Information and Confidentiality).
"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.
"Funding"	means the funding paid to the Training Provider by the Department on behalf of the Employer towards the cost of Training and Assessment for Apprenticeships and Training for Apprenticeship Units in accordance with this Agreement.
"Funding Higher Risk Organisations Policy"	means the policy described in Schedule 3 (Subcontracting) and available at Funding higher risk organisations and subcontractors policy - GOV.UK (www.gov.uk) .
"Funding Limit"	has the meaning in Clause 7.1 (Funding Limits and Growth Controls).
"Funding Rules"	means the documents which set out the detailed requirements with which the Training Provider must comply in respect of each Apprenticeship or Apprenticeship Unit (as applicable) as may be amended by the Department from time to time and available at Apprenticeship Funding Rules Gov.UK .

“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.

“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.

“High Needs Apprentice/Learner”

means an Apprentice or Learner (as applicable) aged 16 to 18 with high levels of Special Educational Needs and Disability (SEND), supported with top-up funding from the high needs budget, or any young person aged up to 25 subject to an Education Health and Care Plan, who requires additional support costing over £6,000.

“ILR” or “Individualised Learner Record”

means the on-going collection of data about Apprentices and Learners undertaken by Training Providers in the Further Education (FE) and Skills sector as set out at [Individualised Learner Record \(ILR\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/individualised-learner-record-ilr)

“Insolvency Event”

means, in respect of the Training Provider:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 Working Days) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

- (f) being a “small company” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (g) it suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
 - (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
 - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or
- (h) a creditor or encumbrancer attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or
- (i) where the Training Provider or a Subcontractor is an individual:
 - (i) if a petition is presented for the Training Provider's or a Subcontractor's bankruptcy; or
 - (ii) if a criminal bankruptcy order is made against the Training Provider or a Subcontractor; or
 - (iii) if the Training Provider or a Subcontractor makes any composition or arrangements with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or
 - (iv) if an administrator is appointed to manage the affairs of the Training Provider or a Subcontractor; or
- (j) where the Training Provider or Subcontractor is not an individual but is a firm or a number of persons acting together in any capacity: if any of the events mentioned in paragraphs (a) to (h) above occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Training Provider or Subcontractor to be wound up as an unregistered company; or

	<p>(k) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.</p>
“Intellectual Property Rights”	means any patent, registered design, copyright, database right, design right, topography right, trademark, trade name, application to register any of the aforementioned rights, trade secret, inventions, right in unpatented Know-How, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world including, without limitation:
	<p>(a) any renewals, revisions and extensions created or provided by the laws of any country;</p> <p>(b) all rights of action and remedies (including but not limited to an injunction, damages and/or an account of profits) in relation to past infringements; and</p> <p>(c) the right to apply for registration of any such rights in any country of the world.</p>
“Know-How”	means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
“Law”	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Training Provider is bound to comply;
“Learner”	means an employee who will receive Training towards an Apprenticeship Unit in accordance with a Training Plan.
“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.
“OFSTED”	means the Office for Standards in Education, Children's Services and Skills.
“OFSTED Evaluation Areas”	means, in the case of the Training Provider, the following areas that will be evaluated during an OFSTED Inspection or Monitoring Visit:

For the Training Provider as a whole:

- (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)

For each type of provision offered (apprenticeships, adult learning programme)

- (e) curriculum, teaching and training;
- (f) achievement;
- (g) participation and development.

“OFSTED Inspection”

means an inspection carried out by Ofsted and includes:

- (a) a full inspection in accordance with the Ofsted Education Inspection Framework (OFSTED Education Inspection Framework for use from November 2025);
- (b) an OFSTED Monitoring Inspection (as defined below); and
- (c) an OFSTED Monitoring Visit.

“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](#)).

“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 \(www.gov.uk\)](#)).

“Office for Students” or “OfS”

means the non-departmental public body of the Department for Education that acts as the regulator and competition authority for the Higher Education sector in England.

“OFQUAL”

means the Office of Qualifications and Examinations Regulation, a non-ministerial department that regulates qualifications, examinations and assessments in England.

“Parties”

means the Department and the Training Provider.

“Premises”	means the location where the Training and where relevant the Apprenticeship Assessment/Learner Assessment is to be delivered, as detailed in the Agreement.
“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
“Procurement Law”	means the Procurement Act 2023.
“Prohibited Act”	<p>means:</p> <p class="list-item-l1">(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 class="list-item-l2">(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 class="list-item-l2">(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 class="list-item-l1">(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 class="list-item-l1">(c) committing any offence:</p> <p class="list-item-l2">(iii) under the Bribery Act;</p> <p class="list-item-l2">(iv) under the Economic Crime and Corporate Transparency Act 2023;</p> <p class="list-item-l2">(v) under legislation creating offences in respect of fraudulent acts; or</p> <p class="list-item-l2">(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>

“Regulated Activity”	as defined by Schedule 4 of the Safeguarding Vulnerable Groups Act 2006.
“Regulated Activity Provider”	as defined by section 6 of the Safeguarding Vulnerable Groups Act 2006.
“Regulatory Body”	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate or investigate the matters dealt with in this Agreement or any other affairs of the Training Provider or the Department, including, without limitation OFSTED, the European Commission and the European Court of Auditors.
“Serious Criminal Offence”	means: <ul style="list-style-type: none"> (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 (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;
“Spend Controls”	means the controls applied to manage the availability of Funding through the Apprenticeship Service as set out in the Funding Rules.
“Subcontract”	means an agreement entered into between the Training Provider and a Subcontractor for the purposes of engaging the Subcontractor to deliver part of the Training on behalf of the Training Provider.
“Subcontracting”	means the delivery of Training by a separate legal entity to the Training Provider, irrespective of whether such learning is provided by a third party recruited to deliver on site (travel to teach), online learning or whether it is described as a service.
“Subcontractor”	means a separate legal entity or an individual (not an employee) that has an agreement (called a Subcontract) with the Training Provider to deliver any element of the Training paid for by the Funding. A separate legal entity includes but is not limited to companies in the Training Provider's group, other associated companies and sole traders. An individual could include a person who is a sole trader, self-employed, a freelancer or someone who is employed by an agency, unless those individuals are working under the Training Provider's direct management and control in the same way as the Training Provider's own employees. This does not include

	relationships between the Training Provider and other third parties providing services such as marketing.
“Subcontractor Declaration”	means the declaration that the Department requires a Training Provider to complete specifying whether or not the Training Provider is Subcontracting any of the Training and, if so, which elements of the Training are subcontracted and the amount of Funding attributed to the same.
“Subcontractor Policies”	means the Department’s policies that apply to Subcontracting and Subcontractors as set out at Subcontracting post-16 education and training - GOV.UK (www.gov.uk) .
“Subsidy Control”	means the UK Government’s rules on the provision of subsidies.
“Technical Funding Guide”	means the Apprenticeship Technical Funding Guide as revised and amended from time to time and available at Apprenticeship technical funding guide - GOV.UK (www.gov.uk) .
“Term”	means the duration of this Agreement in accordance with Clause 3 (Commencement and Duration)
“Termination Date”	means any date on which this Agreement terminates in accordance with Clause 24 (Termination).
“Training”	means the delivery of training and, where relevant, on-programme assessment by the Training Provider to one or more Apprentices and/or Learners.
“Training Provider”	means an organisation listed on the Apprenticeship Provider and Assessment Register that has entered into this Agreement with the Department and which delivers Apprenticeships and/or Apprenticeship Units to one or more Apprentices and/or Learners (which may include Employer-Providers).
“Training Provider Personnel”	means all persons employed or engaged by the Training Provider together with the Training Provider’s servants, agents, consultants and Subcontractors (and all persons employed by any Subcontractor together with the Subcontractor’s servants, agents, consultants, contractors and Subcontractors) used in the performance of its obligations under this Agreement.
“Training Provider Related Party”	means any employee, officer, consultant, agent or any other person whatsoever acting for or on behalf of the Training

Provider or otherwise under the Training Provider's control and direction (including but not limited to Subcontractors).

"Working Day" means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

- 1.2. Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.
- 1.3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4. A reference to a statute or statutory provision is a reference to it as amended, replaced, extended or re-enacted from time to time.
- 1.5. A reference to a person or body includes a reference to its successor.
- 1.6. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7. The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

2. Background, Purpose and Use of Funding

- 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.

- 2.2. This Agreement sets out the terms and conditions on which the Department will provide Funding to the Training Provider through the Apprenticeship Service for the Training and, where relevant, for Apprenticeship Assessment/Learner Assessment.
- 2.3. The Funding Rules form part of this Agreement as if the Funding Rules were set out expressly in it.
- 2.4. Both Parties undertake to act in accordance with the Funding Rules.
- 2.5. The Training Provider acknowledges that the Department cannot guarantee that any Funding will be made available under this Agreement.
- 2.6. If the Department makes Funding available to the Training Provider under this Agreement, the Training Provider acknowledges that at the Department's discretion such Funding may be subject to Spend Controls and Funding Limits.
- 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.

3. Commencement and Duration

- 3.1. This Agreement shall apply from the Agreement Date and shall continue in force until the Expiry Date unless it is extended in accordance with Clause 3.2 or terminated earlier in accordance with Clause 24 (Termination).
- 3.2. This Agreement may be extended on three occasions by the Department giving written notice to the Training Provider that it is extending the Term, of the period of the extension (which shall be in the absolute discretion of the Department) and of the revised Expiry Date. The definition of Expiry Date shall be deemed to have been updated once the Training Provider has agreed to the variation in accordance with Clause 30 (Variation).
- 3.3. The Training Provider hereby agrees to be legally bound by this Agreement.

4. Provision of Training, Apprenticeship Assessments and Learner Assessments

- 4.1. The Training Provider acknowledges the importance of:
 - 4.1.1. providing the Training to Apprentices and Learners;
 - 4.1.2. Apprentices receiving Apprenticeship Assessments;
 - 4.1.3. Learners receiving Learner Assessments;

- 4.1.4. ensuring there are no gaps in an Apprenticeship or an Apprenticeship Unit; and
 - 4.1.5. ensuring that Apprentices and Learners successfully complete the Apprenticeship/Apprenticeship Unit.
- 4.2. The Parties acknowledge that, in accordance with the Funding Rules the Training Provider may be responsible for:
 - 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.
- 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.
- 4.4. Where the Training Provider is delivering an integrated degree Apprenticeship and intends also to be the AO, the Training Provider shall:
 - 4.4.1. ensure that it is recognised by the External Quality Assurance Organisation for integrated degrees as being able to deliver the Apprenticeship Assessment; and
 - 4.4.2. comply with the Funding Rules with regard to Apprenticeship Assessments processes for integrated standards.
- 4.5. Where the Training Provider is not itself delivering Apprenticeship Assessments, the Training Provider shall ensure that:
 - 4.5.1. prior to entering into any contract with an AO, the AO has prior written approval to deliver an Apprenticeship Assessment for that standard by the applicable External Quality Assurance Organisation; and
 - 4.5.2. its contract with an AO to deliver Apprenticeship Assessments includes charges that are calculated by reference to the agreed price that the Training Provider or the Employer has negotiated with the AO, and such charges shall comply with the limits set out in the Funding

Rules. The Apprenticeship Assessment must always be provided to the Apprentice without any charge.

- 4.6. The Training Provider shall deliver the Training and, if applicable, Apprenticeship Assessments/Learner Assessments and, where relevant, perform its role in relation to arranging Apprenticeship Assessments in accordance with the Funding Rules and/or the Apprenticeship Accountability Framework which are incorporated into this Agreement as if they were set out in this Agreement.
- 4.7. The Department reserves the right to instruct the Training Provider to seek alternative arrangements for the Apprenticeship Assessment activity in relation to any concerns raised regarding the quality of the Apprenticeship Assessment or the appropriate use of public funds (for example suspected or confirmed fraud or financial health risks). In such circumstance the Department may, in its absolute discretion, take one or more of the following actions:
 - 4.7.1. where the Training Provider is the AO, the Department may:
 - 4.7.1.1. require the Training Provider to immediately suspend or cease the delivery of Apprenticeship Assessments;
 - 4.7.1.2. require the Training Provider to transfer its Apprenticeship Assessments to another AO in order to ensure that there is minimal disruption to Apprentices; and/or
 - 4.7.1.3. require the Training Provider to refrain from undertaking any further Apprenticeship Assessments until permitted to do so by the Department;
 - 4.7.2. where the training provider is contracting with an AO to deliver the Apprenticeship Assessment, the Department may:
 - 4.7.2.1. require the Training Provider to immediately suspend or cease the delivery of Apprenticeship Assessments with the relevant AO (the '**Affected AO**');
 - 4.7.2.2. require the Training Provider to transfer its Apprenticeship Assessment arrangements with the Affected AO to another AO in order to ensure that there is minimal disruption to Apprentices; and/or
 - 4.7.2.3. require the Training Provider to refrain from undertaking any further Apprenticeship Assessments with the Affected AO until permitted to do so by the Department.
- 4.8. Where the Training Provider is participating in a pilot project related to Training delivered under this Agreement and the pilot specification sets out a requirement that is enhanced and/or different from a requirement set out in this

Agreement, the Training Provider will comply with the enhanced and/or different requirement set out in the specification for the pilot. 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.

- 4.9. The Training Provider shall at all times comply with all relevant Law in the performance of its obligations under this Agreement, including (but not limited to) any legislation relating to employment, health and safety, equality and discrimination, human rights, immigration, taxation and prevention of terrorism.
- 4.10. The Department will monitor the performance of the Training Provider in accordance with the Apprenticeship Accountability Framework as set out at Schedule 2 of this Agreement.

5. Requirements

- 5.1. It is a condition of this Agreement (and, if the Training Provider is in breach of this Clause 5.1, the Department can terminate this Agreement in accordance with Clause 24.1 (Termination)) that the Training Provider:
 - 5.1.1. complies at all times with the Funding Rules;
 - 5.1.2. adheres to the Conditions of Acceptance for the Apprenticeship Provider and Assessment Register at all times;
 - 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);
 - 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.
- 5.1.6. if requested to do so by the Department, the Training Provider re-applies to the Apprenticeship Provider and Assessment Register by the date specified by the Department;
- 5.1.7. has provided adequate, complete and accurate information in its Apprenticeship Provider and Assessment Register application;
- 5.1.8. promptly (and no later than one (1) month of any change) informs the Department in writing if there is a material change in the information submitted in the Training Provider's Apprenticeship Provider and Assessment Register application; and
- 5.1.9. where applicable, complies with the Privately Funded Apprenticeships Guidance.

5.2. Where:

- 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
- 5.2.2. the Training Provider's application to the APAR was successful through the 'gap in provision' exceptions process (which began in September 2021), then the Training Provider must deliver the Apprenticeship Standard it was nominated to deliver within three (3) months of entry on to the Apprenticeship Provider and Assessment Register through or with the Employer that supported its application to the APAR.

5.3. The Training Provider must:

- 5.3.1. ensure that any information it enters on the Apprenticeship Service including information entered on the Employer's behalf is accurate;
- 5.3.2. comply with, and shall ensure that any Subcontractor complies with, the Department Policies;
- 5.3.3. act in accordance with any requests made by the Department under the Apprenticeship Accountability Framework;
- 5.3.4. register and maintain its registration with both the Apprenticeship Provider and Assessment Register and the UK Register of Learning Providers;

- 5.3.5. have documented and implemented procedures for identifying and dealing with conflicts of interest in relation to the Training;
- 5.3.6. comply with any requirements of the FE Commissioner (if the Training Provider is subject to the FE Commissioner's jurisdiction);
- 5.3.7. have documented and implemented procedures and processes to deal with the prevention of fraud and/or administrative malfunction;
- 5.3.8. enter into a contract for services with each Employer in respect of the relevant Training to be delivered to one or more of the Employer's Apprentices/Learners unless the Training Provider is an Employer-Provider. The Training Provider will ensure that the contract for services is fully consistent with the provisions of this Agreement and the Funding Rules;
- 5.3.9. proactively ensure all data and information (including financial information) submitted to the Department is true, accurate and submitted promptly;
- 5.3.10. in relation to its APAR application:
 - 5.3.10.1. promptly provide the Department with any additional information to evidence the examples and/or any information contained in its application to the APAR; and/or
 - 5.3.10.2. fully co-operate at all times with any enquiry made by the Department regarding its APAR application;
- 5.3.11. 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;
- 5.3.12. 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 Training Provider's suitability to deliver Training to Apprentices/Learners, including (but not limited to):
 - 5.3.12.1. any events or circumstances leading to the death or serious injury of any Apprentice or Learner;
 - 5.3.12.2. the commission of any Serious Criminal Offence by the Training Provider, a senior individual in the Training Provider's organisation or any individual involved in the delivery of Training;
- 5.3.13. adhere to the Computer Misuse Act 1990;

- 5.3.14. not commit a Prohibited Act; and
- 5.3.15. notify the Department in writing within 5 Working Days if it or a Training Provider Related Party is subject to remedial and/or enforcement action by an Awarding Organisation.

6. Funding and Payment

- 6.1. The Training Provider undertakes to the Department that it will ensure that the Training Provider's contract for services with the Employer will contain provisions governing the submission of accurate information by both the Training Provider and the Employer that is required for the Department to make payments of Funding to the Training Provider as referred to in this Clause 6. For the avoidance of doubt an Employer-Provider is not required to enter into a contract for services.
- 6.2. The availability of Funding is subject to budget availability, Spend Controls and any Funding Limits that are in force from time to time in accordance with Clause 7 (Funding Limits and Growth Controls).
- 6.3. The Employer and Training Provider must agree the Apprenticeship Details and/or Apprenticeship Unit Details before the Apprenticeship or Apprenticeship Unit begins and this information must be recorded on the Apprenticeship Service.
- 6.4. In order for the Department to pay the Training Provider, the Employer must keep the Apprenticeship Details and Apprenticeship Unit Details up to date on the Apprenticeship Service. The Training Provider can, on behalf of the Employer, complete some actions from their Training Provider accounts, as stated in the [Training provider permissions – Apprenticeship Service Support](#), but this must be approved by the Employer and must not be completed from the Employer's own account. The Employer must use the Apprenticeship Service to approve the Apprenticeship Details and Apprenticeship Unit Details.
- 6.5. The Department will check the ILR data submitted by the Training Provider in accordance with Clause 20 (Submission of Apprentice/Learner Data through the ILR) against the information on the Apprenticeship Service. If the Apprenticeship Details or Apprenticeship Unit Details do not match, or the Employer has not approved the Apprenticeship Details or Apprenticeship Unit Details on the Apprenticeship Service, the Department will not make or will suspend payment of Funding, as appropriate, until the discrepancy in the data has been reconciled.
- 6.6. The Training Provider accepts that payment of Funding is made based on the data submitted on the ILR and the details entered into the Employer's Apprenticeship Service Account. The Department is not responsible for, nor will the Department remedy any shortfall in the payment of Funding by the

Department that arises as a result of the Employer's management of its Apprenticeship Service Account.

- 6.7. In accordance with the Technical Funding Guide, the Department will calculate on a monthly basis the payment of Funding due that month to the Training Provider.
- 6.8. The Department acting reasonably reserves the right to change or discontinue all or any part of the Apprenticeship Service at any time. Subject to giving reasonable notice, this includes the right to cease Funding for any new Apprenticeships or Apprenticeship Units from the date specified in the notice. The Department will not be liable to make payments of Funding in respect of any Apprentices or Learners with a start date on or after the date specified in the notice.
- 6.9. The Training Provider shall comply with the requirements of, and have regard to the guidance in, the Financial Handbook for Independent Training Providers unless the Training Provider is a provider which is outside the scope of the Financial Handbook as set out in Annex A of the Financial Handbook.
- 6.10. The payment of Funding by the Department shall be without prejudice to any claims or rights, which the Department may have against the Training Provider and shall not be taken as an acknowledgement that the Training Provider has fulfilled 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 with or against the Training Provider, arising from this Agreement or any other agreement between the Training Provider and the Department.
- 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 and Growth Controls

- 7.1. The Department reserves the right to impose a cap or limit on the total value of Funding payable to the Training Provider (a “**Funding Limit**”) where it considers such action necessary to:
 - 7.1.1. Manage systemic or operational risk;
 - 7.1.2. Ensure market stability;
 - 7.1.3. Safeguard the quality of Training provision; or
 - 7.1.4. Reflect the UK Government's skills priorities.
- 7.2. This may include (but is not limited to) circumstances such as: .
 - 7.2.1. Rapid or unplanned growth in delivery volumes or earnings;
 - 7.2.2. Concerns about the Provider's ability to maintain quality at scale;
 - 7.2.3. Indicators that the Training Provider's growth could affect wider market functioning or create a disproportionate Funding dependency;
 - 7.2.4. Evidence that the Training Provider is becoming systemically critical, such that failure would pose significant risk to Apprentices/Learners, Employers or public funds;
 - 7.2.5. Concerns that the Training Provider is not complying with the Funding Rules.
- 7.3. These provisions may be enacted even in the absence of a formal breach of this Agreement. If the Department imposes a Funding Limit, it shall notify the Training Provider in writing, setting out the reasons for its decision. From the date of such notification, the Training Provider must not accept any new Apprentices or Learners until the Department confirms in writing that the Funding Limit has been lifted.

Growth Controls

- 7.4. The Department may introduce growth controls where it considers a Training Provider's scale, growth rate, or market share or mix of provision presents a potential risk to quality, Apprentice/Learner experience, system resilience or the Department's ability to deliver the Government skills priorities. These controls may include:
 - 7.4.1. A cap on the monthly or annual value of earnings;

- 7.4.2. A cap to restrict growth or the volume of Training provision including limiting provision that does not align with Government skills priorities, to support a primary focus on quality or a focus on priority skills as determined by the Department/Government;
- 7.4.3. Apprentice/Learner recruitment volume limits; in total or for specific activity;
- 7.4.4. A requirement for prior approval of expansion plans.

7.5. These controls are designed to support sustainable growth and prevent market distortion. Additional monitoring or assurance may be requested in such cases.

8. Subcontracting

- 8.1. The Training Provider may Subcontract any part of the delivery of the Training for Apprenticeships provided it complies with the provisions set out in Schedule 3 (Subcontracting) of this Agreement and [Apprenticeship funding rules - GOV.UK](#).
- 8.2. If the Training Provider Subcontracts any part of the delivery of the Training , the Training Provider shall retain primary responsibility for any obligation or duty attributable to it under this Agreement and/or the contract for services with the Employer.
- 8.3. The Training Provider is responsible for all acts and omissions of its Training Provider Related Parties connected to or arising out of the delivery of the Training under this Agreement.

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

- 9.1. Subject to Clause 8.1, the Training Provider shall not, without the prior written consent of the Department, assign, novate, charge or otherwise dispose of this Agreement and/or any or all of its rights, obligations or liabilities under this Agreement to any third party, including to other legal entities within the same group as the Training Provider.
- 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.
- 9.3. The Training Provider will inform the Department as soon as reasonably practicable and, in any event 12 weeks before any proposed Change of Control of the Training Provider takes effect unless to do so would put the Training Provider in breach of the Law. If that is the case the Training Provider will inform

the Department of the Change of Control of the Training Provider within 10 Working Days of it becoming lawful to do so.

- 9.4. The Department reserves the right to take whatever action it deems necessary, including but not limited to terminating the Agreement in accordance with Clause 24.2 (Termination) if it considers in its absolute discretion that any, or any proposed, assignment, novation, charge, disposal or other dealing, including any Change of Control and/or change of name of the Training Provider, may or would:
 - 9.4.1. put public funds at risk;
 - 9.4.2. put at risk the delivery of Training and/or Apprenticeship Assessments and/or Learner Assessments to Apprentices/Learners; and/or
 - 9.4.3. the Department has any other material concerns about the proposed assignment, novation, disposal or other dealing.
- 9.5. In deciding what action to take in accordance with Clause 9.4 the Department will consider the criteria set out in the Funding Higher-Risk Organisations and Subcontractors Policy (or any updated or revised versions) which is published on the Department's website [Department for Education policy on funding higher risk organisations and subcontractors - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/funding-higher-risk-organisations-and-subcontractors).

10. Freedom of Information and Confidentiality

- 10.1. Freedom of Information
 - 10.1.1. The Training Provider acknowledges that the Department is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
 - 10.1.2. The Training Provider will:
 - 10.1.2.1. provide all necessary assistance and cooperation as reasonably requested by the Department to enable the Department to comply with its obligations under the FOIA and EIRs;
 - 10.1.2.2. transfer to the Department all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 10.1.2.3. within 5 Working Days (or such other period as the Department may specify) of the Department's request for information, provide the Department with a copy of all information belonging to the Department that is in the

Training Provider's possession or control and is relevant to the request; and

- 10.1.2.4. not respond directly to a request for information unless authorised in writing to do so by the Department.
- 10.1.3. The Training Provider acknowledges that the Department may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Training Provider. The Department shall take reasonable steps to notify the Training Provider of a request for information to the extent that it is permissible and reasonably practical for it to do so. Nonetheless and regardless of any other provision in this Agreement, the Department shall be responsible for determining in its absolute discretion whether any information is Exempt Information.

10.2. Confidentiality

The Training Provider hereby warrants and undertakes that:

- 10.2.1. any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall treat all Confidential Information belonging to the Department as confidential, safeguard it accordingly and only use such Confidential Information for the purposes of this Agreement; and
- 10.2.2. any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of the Department, except where disclosure is otherwise expressly permitted by the provisions of this Agreement.
- 10.3. The Training Provider shall take all necessary precautions to ensure that all Confidential Information obtained from the Department is treated as confidential and not disclosed (without prior written approval from the Department) or used other than for the purposes of this Agreement by any of its Training Provider Related Parties.
- 10.4. The provisions of Clauses 10.2 and 10.3 shall not apply to any information:
 - 10.4.1. which is or becomes public knowledge (other than by breach of Clauses 10.2 and 10.3 or any other duty of confidentiality);
 - 10.4.2. which was in the possession of the receiving party, without restriction as to its disclosure, before the date of receipt from the disclosing party;
 - 10.4.3. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the EIR.

- 10.5. Nothing in this Clause 10 shall be deemed or construed to prevent the Department from disclosing any Confidential Information obtained from the Training Provider:
 - 10.5.1. to any other Crown Body;
 - 10.5.2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 10.5.3. to any professional adviser, consultant, contractor or other person engaged by the Department directly in connection with this Agreement, provided that such information is treated as confidential by the third party receiving the information;
 - 10.5.4. on a confidential basis to any proposed successor body to the Department in connection with any assignment disposal of its rights, obligations or liabilities under this Agreement.
- 10.6. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the course of the Training, the Training Provider undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 10.7. The Training Provider must immediately notify in writing the Department of any breach of security in relation to Confidential Information and all data obtained in the course of the Training and must keep a record of such breaches. The Training Provider must use its best endeavours to recover such Confidential Information or data however it may be recorded. The Training Provider must co-operate with the Department in any investigation that the Department considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 10.8. The Training Provider shall, at its own expense, alter any security systems at any time during the Term at the Department's request if the Department reasonably believes the Training Provider has failed to comply with Clause 10.6.
- 10.9. The Department reserves the right to publish details of this Agreement and the payments made under it to comply with the Government's transparency requirements.
- 10.10. The provisions of this Clause 10 will apply for the Term and after the Agreement has been terminated or has expired.

11. Equality of Opportunity

- 11.1. The Training Provider will, in delivering the Training, have regard to its duties under the Equality Act 2010. The Training Provider must take all reasonable steps to ensure the observance of these provisions by all servants, employees

or agents of the Training Provider and all Subcontractors engaged to deliver the Training.

12. Apprentice / Learner Health, Safety & Welfare

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

- 12.1.1. Safeguarding Vulnerable Groups Act 2006;
- 12.1.2. The Further Education (Providers of Education) (England) Regulations 2006; and
- 12.1.3. Part 2 (The Management of Safeguarding) and Part 3 (Safer Recruitment) of [Keeping children safe in education - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/keeping-children-safe-in-education) statutory guidance (as updated from time to time),

(together the "**Apprentice Health, Safety & Welfare Legislation**")

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

- 12.2.1. if Training is provided to Apprentices/Learners under the age of 18, they are considered as children under the Apprentice Health, Safety & Welfare Legislation;
- 12.2.2. if Training is provided to High Needs Apprentices/Learners, the Training Provider will construe references to children in the Apprentice Health, Safety & Welfare Legislation as if they were to High Needs Apprentices/Learners as defined in this Agreement; and
- 12.2.3. if the Training Provider provides an Apprentice/Learner with Training that is a Regulated Activity, the Training Provider will comply with the Regulated Activity Provider requirements set out in section 6 of the Safeguarding Vulnerable Groups Act 2006,

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

12.3. The Training Provider shall have regard to any guidance published, from time to time, by the Secretary of State for Education or the Secretary of State for Work and Pensions which sets out the expectations in relation to safeguarding practices including as if it applied to High Needs Apprentices/Learners aged up to 25 as if they were children. References to 'must' in any such guidance will be

treated as contractual requirements for the purposes of this Agreement. The Training Provider is also required to follow any legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service.

- 12.4. The Training Provider must comply with the guidance entitled [Criminal records checks for overseas applicants - GOV.UK \(www.gov.uk\)](#) in respect of all potential Training Provider Personnel from overseas who in connection with the Training Providers provision of the services will or is likely to be in contact with Apprentices/Learners or who will have access to Apprentices/Learners information (other than the Department's employees).
- 12.5. In working with other organisations/bodies, the Training Provider shall make arrangements to co-ordinate and co-operate effectively for reasons of safeguarding the health, safety and welfare of Apprentices/Learners and persons that Apprentices/Learners will come into contact with during their Training.
- 12.6. The Training Provider and its Subcontractors as relevant must be able to demonstrate through checks undertaken that they have robust record-keeping procedures in respect of health, safety and safeguarding.
- 12.7. In delivering the Training and, where relevant, Apprenticeship Assessments or Learner Assessments, the Training Provider must ensure it actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs and promote principles that support equality of opportunity for all.
- 12.8. When employing or engaging a person to carry out teaching work (as defined in regulation 3 of the Teachers' Disciplinary (England) Regulation 2012), in respect of any Apprentices/Learners under the age of 19 and High Needs Apprentices/Learners aged up to 25 (as if those Apprentices/Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012), the Training Provider must comply with Part 3 (Safer Recruitment) of [Keeping children safe in education - GOV.UK \(www.gov.uk\)](#).
- 12.9. Where the Training Provider or a Subcontractor refers a safeguarding concern or an allegation of abuse to local authority children's social care/adult social care and/or the police, the Training Provider must, within 24 hours, inform the Department by contacting the Helpdesk (08000 150600 or helpdesk@manage-apprenticeships.service.gov.uk). Such notification must include the name of the Training Provider, a high-level summary of the nature of the incident (without sharing personal information about victims or alleged perpetrators) and confirmation of whether it is, or is scheduled to be, investigated by the Local Authority and/or the police.
- 12.10. Where it applies:

- 12.10.1. the Training Provider must comply with the Modern Slavery Act 2015 and must have in place for the Term policies and procedures to ensure full compliance.
- 12.10.2. the Training Provider must ensure that all Subcontracts that it enters into include an obligation for the Subcontractor to comply with the Modern Slavery Act 2015 with special emphasis on express anti-slavery and anti-human trafficking provisions.
- 12.10.3. the Training Provider shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain.

13. Liability

- 13.1. The Training Provider shall indemnify and keep indemnified the Department, their servants, employees, and agents against all loss, damage or liability (whether civil or criminal), claims, demands, costs and expenses incurred by or made against the Department, their servants, employees, or agents in respect of any loss or damage (including loss or damage to data) or personal injury (including death) which arises out of or in the course of or caused by the negligent act or omission or willful default of the Training Provider itself or of a Training Provider Related Party except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or willful default of the Department or their servants or agents.
- 13.2. The Department reserves the right to require the Training Provider to secure the provision of an appropriate guarantee (in the form as specified by the Department) in respect of the Training Provider's liabilities under this Agreement.
- 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.

14. Insurance

- 14.1. The Training Provider shall maintain at its own cost a policy or policies of insurance to cover the liability of the Training Provider in respect of any act or default for which it may become liable to indemnify the Department under this Agreement subject to a minimum of £10 million in respect of each and every claim with the exception of professional indemnity liability which shall be subject to a minimum of £5 million in respect of each and every claim. The Department reserves the right to require the Training Provider to insure against any act or default which arises as a result of fraud or other criminal activity by the Training

Provider and/or a Training Provider Related Party. The Training Provider should provide copies of any insurance certificates to the Department including professional indemnity, employers' liability and public liability insurance following a written request from the Department.

15. Monitoring, Audit and Financial Health

Financial health

- 15.1. The Training Provider shall:
 - 15.1.1. promptly notify (or shall procure that its auditors promptly notify) the Department in writing if there is any downgrade in the credit rating issued by any rating agency of the Training Provider or Subcontractor (and in any event within five (5) Working Days of the occurrence of the downgrade); and
 - 15.1.2. notify the Department of any suspected or actual fraud or financial irregularity in accordance with Clause 21.1 (Fraud and Irregularities);
 - 15.1.3. promptly notify (or shall procure that its auditors promptly notify) the Department in writing of any fact, circumstance or matter which could cause an Insolvency Event of the Training Provider or a Subcontractor to arise (and in any event within ten (10) Working Days of the date on which the Training Provider first becomes aware of the fact, circumstance or matter which could cause an Insolvency Event to arise); and
 - 15.1.4. notify (or shall procure that its auditors notify) the Department in writing immediately upon the occurrence of an Insolvency Event of the Training Provider or a Subcontractor.
- 15.2. The Department acting reasonably is entitled to undertake or commission an audit and/or investigation in relation to this Agreement or any issue connected with it including in connection with the Apprenticeship Accountability Framework, at any time. The Department is entitled to recharge the cost of the audit and / or investigation to the Training Provider. The Training Provider shall assist and cooperate with the Department in relation to audit or investigation and shall grant the Department or its authorised representatives or auditors access to its Premises at any reasonable time, with or without notice, to examine, remove and/or copy any relevant documents and records (including electronic records) and to interview the Training Provider's employees, agents and/or Subcontractors carrying out activities in connection with this Agreement or any Apprentice/Learner receiving Training and/or Apprenticeship Assessments/Learner Assessments funded under this Agreement. The Training Provider shall provide the Department and its appointed auditor with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Subcontractors) in relation to each audit,

including the prompt provision of all information requested by the Department within the permitted scope of the audit.

- 15.3. The Department reserves the right, at any reasonable time, and as it may deem necessary to require the Training Provider at its own cost to comply promptly with one or more of the following:
 - 15.3.1. provide evidence of financial resources and the level of turnover sufficient to enable it to continue to perform its obligations under this Agreement; and/or
 - 15.3.2. provide such assurance as the Department may require that the delivery of the Training and where relevant Apprenticeship Assessments/Learner Assessments paid for with the Funding comply with the requirements of this Agreement; and/or
 - 15.3.3. provide a copy of the Training Provider's latest audited accounts and submit further copies of the audited accounts as they become available, in line with the Department's published guidance at [DfE Financial Health Assessment GOV.UK](#) and [Financial Handbook for independent training providers: effective August 2025 GOV.UK](#); and/or
 - 15.3.4. if requested by the Department, provide additional financial information in a format specified by the Department which might include but is not limited to management accounts, statements of financial performance against delivery, financial forecasts and cash flows; and/or
 - 15.3.5. submit for auditing by an independent auditor chosen by the Department, any claim for payment and/or supporting management information; and/or
 - 15.3.6. provide any additional evidence to support payments of Funding made under this Agreement, as the Department shall reasonably require; and/or
 - 15.3.7. the Department's appointment of an independent accountant or auditor of its choice to obtain a report on:
 - 15.3.7.1. the financial systems and controls operated by the Training Provider or its Subcontractors;
 - 15.3.7.2. the accuracy and regularity of claims for Funding made or received under this Agreement;
 - 15.3.7.3. the evidence held by the Training Provider or its Subcontractors to support the use of the Funding for the delivery of the Training and, where relevant, the

Apprenticeship Assessment/Learner Assessment in accordance with the terms of this Agreement.

15.4. In relation to a requirement by the Department to obtain a report by an independent accountant or auditor in accordance with Clause 15.3.7, the Department will agree with the Training Provider and the independent accountant or auditor the scope of the work in advance of it commencing and this will include the Department discussing the terms of reference directly with the independent accountant or auditor. The report and the work required in order to produce the report shall be carried out to the satisfaction of the Department, and the Department must be able to place reliance on it. Under the terms of the engagement with the independent accountant or auditor, the draft and/or final report will be provided to both the Training Provider and to the Department as soon as they are available. The audit fees shall be payable by Training Provider in accordance with Clause 15.2.

15.5. If the Department (acting reasonably) considers:

- 15.5.1. that the Training Provider's ability to comply with its obligations under this Agreement is or may be declining and/or has become or may become inadequate; and/or
- 15.5.2. that the outcome of any financial health and/or control assessment in relation to the Training Provider indicates that the Training Provider's financial health is or may be declining and/or is or may be inadequate,

then the Department may, in its absolute discretion, take one or more of the following actions:

- 15.5.3. undertake or procure an audit of the Training Provider's financial health and control at the Training Provider's cost; and/or
- 15.5.4. require the Training Provider to comply with additional conditions before being paid further Funding; and/or
- 15.5.5. suspend the payment of Funding for current Apprenticeships or Apprenticeship Units for a specified period; and/or
- 15.5.6. not consider any applications or pay any Funding for new Apprenticeships or Apprenticeship Units for a specified period; and/or
- 15.5.7. engage directly with Apprentices, Learners and/or Employers to ascertain the Training Provider's performance of its obligations under this Agreement; and/or
- 15.5.8. serve notice to the Training Provider that the Department is transferring all or some of the Training and/or, where applicable, Apprenticeship Assessments/Learner Assessments provided by the Training Provider to another training provider nominated by the

Department, and require the Training Provider to comply with its obligations set out in Clauses 25.2 (Transfer of Apprentice files) and 26 (Transfer of Responsibilities on Notice, Exit or Termination); and/or

15.5.9. terminate this Agreement in accordance with Clause 24.1 (Termination) if:

- 15.5.9.1. the Training Provider fails to comply with requirements imposed under Clauses 15.5.3, 15.5.4, 15.5.8; and/or
- 15.5.9.2. the Training Provider fails to respond to any of the Department's communications regarding the Training Provider's financial health; and/or
- 15.5.9.3. the Training Provider fails to cooperate with the Department with regard to any of the matters contained in this Clause 15 (Monitoring and Financial Health); and/or

15.5.10. terminate this Agreement in accordance with Clause 24.1 (Termination).

OFSTED Inspections relating to the provision of Training

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

OFSTED-Related Interventions

15.7. Clause 15.9 below sets out the circumstances in which various rights and actions are available to the Department following an OFSTED inspection. This Clause 15.7 sets out those rights and actions which comprise of the Department's rights to:

- 15.7.1. terminate this Agreement in accordance with Clause 24.1 (Termination); and/or
- 15.7.2. remove the Training Provider from the Apprenticeship Provider and Assessment Register; and/or

- 15.7.3. suspend the payment of Funding to the Training Provider for a specified period; and/or
- 15.7.4. not consider any applications or pay any Funding for new Apprenticeships or Apprenticeship Units; and/or
- 15.7.5. reduce and/or recover from the Training Provider Funding paid by the Department; and/or
- 15.7.6. require the Training Provider to accept and comply with additional contractual obligations relating to the improvement of the Training; and/or
- 15.7.7. give consideration to the OFSTED Evaluation Areas which have been assessed as Urgent Improvement or Not Met when considering access to Funding in relation to any subsequent agreements and/or contracts between the Parties; and/or
- 15.7.8. require the Training Provider to inform all of its existing Employers, Subcontractors and Employer-Providers, as applicable, about the outcome of the OFSTED visit and OFSTED assessment; and/or
- 15.7.9. require the Training Provider to enter into a Subcontracting arrangement with another training provider or Employer-Provider in order to ensure that there is minimal disruption to the Training delivered to the Training Provider's current Apprentices/Learners.

Exercising the OFSTED-Related Interventions

- 15.8. Where the Department has the right to exercise any one or more of the OFSTED-Related Interventions, the Department shall take into account the factors set out in Clause 15.9. For the purposes of Apprenticeships and Training delivered pursuant this Agreement, the Department shall not take into account any assessment by OFSTED in relation to the OFSTED Evaluation Area that is concerned with 'Contribution to meeting skills needs'.
- 15.9. In the event of any of the following, the Department may, in its absolute discretion, exercise any one or more of the OFSTED-Related Interventions:

	Right to exercise OFSTED-Related Intervention	Relevant Factors
15.9.1	Where OFSTED has published its assessment and concluded that, at provider or apprenticeship provision level, the OFSTED Evaluation Area of 'Safeguarding' is assessed as Not Met	In these circumstances the Department's default intervention will typically be to terminate this Agreement in

		accordance with Clause 24.1.12.
15.9.2	Where OFSTED has published its assessment and concluded that, at provider or apprenticeship provision level, any of the OFSTED Evaluation Areas are assessed as Urgent Improvement.	In these circumstances the Department's default intervention will typically be to terminate this Agreement in accordance with Clause 24.1.12.
15.9.3	Where OFSTED has published its assessment and concluded that, at provider or apprenticeship provision level, any OFSTED Evaluation Areas are assessed as Needs Attention.	In these circumstances the Department may require the Training Provider to take remedial action. The nature and extent of such action will depend on the number and significance of the Evaluation Areas assessed as "Needs Attention" and may include, but are not limited to, those set out in Clause 15.7.6, 15.7.8 and 15.7.9.
15.9.4	Where OFSTED has published its assessment and concluded that, at provider or apprenticeship provision level, any three or more of the OFSTED Evaluation Areas (other than 'Safeguarding') are assessed as Needs Attention over two consecutive OFSTED Inspections.	<p>The Needs Attention assessment does not need to relate to the same three OFSTED Evaluation Areas in both OFSTED Inspections.</p> <p>The Department will consider whether there is evidence of clear and sustained improvement between the two OFSTED Inspections / Monitoring Visits in determining the exercise of the OFSTED-Related Interventions.</p>

		Where there is no clear and sustained improvement, the Department is likely to terminate this Agreement in accordance with Clause 24.1.12.
15.9.5	Where OFSTED has published its assessment and concluded that, at provider or apprenticeship provision level, any three or more of the OFSTED Evaluation Areas (other than 'Safeguarding) are assessed as Needs Attention following an earlier (pre-10 November 2025) OFSTED Inspection which assessed the Training Provider as Requires Improvement (either in part or overall).	<p>This right to exercise a OFSTED-Related Intervention arises where a pre-November 2025 assessment of Requires Improvement (in part or overall) is followed by a post-November 2025 assessment of Needs Attention in three or more OFSTED Evaluation Areas.</p> <p>The Department will consider whether there is evidence of clear and sustained improvement between the two OFSTED Monitoring Visits/Inspections in determining the exercise of the OFSTED-Related Interventions.</p> <p>Where there is no clear and sustained improvement, the Department is likely to terminate this Agreement in accordance with Clause 24.1.12.</p>
15.9.6	Where OFSTED has published its assessment and concluded that, at provider or apprenticeship provision level, the Training Provider is	This relates to new Training Providers only.

	<p>making 'Insufficient Progress' on any of the OFSTED or Evaluation Areas.</p>	<p>In these circumstances it is likely that the Department will require the Training Provider to take some remedial action including but not limited to complying with additional obligations and not accepting any new Apprentices/Learners.</p> <p>The nature and extent of such action will depend on the number and significance of the Evaluation Areas assessed as Needs Attention.</p>
15.9.7	<p>Where, in relation to an OFSTED Inspection which took place before 10 November 2025, OFSTED has published its assessment and concluded that, the Training Provider is assessed as:</p> <ul style="list-style-type: none"> (i) Inadequate in Part; or (ii) Inadequate Overall; or (iii) that the Training Provider has failed to ensure that the curriculum for a teaching Apprenticeship meets the principles and requirements of an Apprenticeship. 	<p>In these circumstances the Department's default intervention will typically be to terminate this Agreement in accordance with Clause 24.1.12</p>
15.9.8	<p>Where, in relation to an OFSTED Inspection which took place before 10 November 2025, OFSTED has published its assessment and concluded that, for two consecutive assessments the Training Provider is assessed as:</p> <ul style="list-style-type: none"> (i) Requires Improvement in Part; or (ii) Requires Improvement Overall; or 	<p>In these circumstances the Department's default intervention will typically be to terminate this Agreement in accordance with Clause 24.1.12</p>

	(iii) that the Training Provider has failed to ensure that the curriculum for a teaching Apprenticeship meets the principles and requirements of an Apprenticeship.	
15.9.9	Where OFSTED has published its assessment and concluded that the Training Provider has failed to ensure that the curriculum for a teaching Apprenticeship meets the principles and requirements of an Apprenticeship.	In these circumstances the Department's default intervention will typically be to terminate this Agreement in accordance with Clause 24.1.12.

15.10. Where the Department is made aware that OFSTED has assessed a Subcontractor to the Training Provider as having made "insufficient progress" during an OFSTED Monitoring Inspection, the Training Provider shall suspend the delivery of Training under the Subcontract and shall not Subcontract any further Training to the Subcontractor until permitted to do so by the Department.

15.11. The failure of the Training Provider, as assessed by the Department, to comply with any decision of the Department to exercise its rights under Clause 15.7.6 (requirement to accept and comply with additional conditions relating to the improvement of Training) within such time as the Department may deem reasonable may lead to the Department taking such actions as it deems appropriate which may include, but is not limited to, terminating this Agreement in accordance with Clause 24.1 (Termination).

15.12. The Department will take action based on OFSTED's published outcomes as set out in Clause 15.9. Where the Department is made aware that the Training Provider has made a complaint about the outcome of the OFSTED assessment, the Department will continue to consider what action it needs to take under this Agreement but will be mindful of the implications arising from the outcome of a complaint. The Department will review any decisions made at such time when the outcome of any complaint is made known.

16. Liability to Settle Demands for Repayment of Funding

16.1. The Training Provider shall make any payments due to the Department without any deduction or set-off.

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.

- 16.3. Where the Department has notified the Training Provider that it is going to reclaim an amount of Funding, it may recover the amount concerned by withholding or setting off the amount from any sum due from the Department to the Training Provider under this Agreement or under any contract or agreement that the Training Provider has with the Department.
- 16.4. The Department may require interest to be paid on any amount of Funding repayable by the Training Provider at 2% above the Bank of England base interest rate that applies at the time.

17. Prohibited Activities

- 17.1. The Training Provider shall ensure that its employees and any Training Provider Related Party shall not, commit any Prohibited Act.
- 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.
- 17.3. The Training Provider shall not enter into any agreement with any political or religious organisation using any Funding under this Agreement if any one of the objectives of that agreement is to promote a particular political or religious point of view.
- 17.4. The Training Provider shall not hold itself out as acting on behalf of the Department.

18. Data Protection, Protection of Personal Data and Cyber Essentials

- 18.1. The Parties will comply with all applicable requirements of the Data Protection Legislation and Schedule 1 (Data Protection).
- 18.2. In the collection and processing of the data set out in Schedule 1a (Processing, Personal Data and Data Subjects), the requirements of Cabinet Office [PPN 014: Cyber essentials scheme - GOV.UK](#) dated February 2025, or any subsequent updated document, are mandated, and the Training Provider will work towards meeting the requirements of Cyber Essentials during the 2025/26 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.
- 18.3. The Training Provider must be certified that it meets the relevant requirements as set out in Clause 18.2 on an annual basis. The scope of the certification must be relevant to the Training funded under this Agreement and the relevant certificate should be made available to the Department on request.

19. Intellectual Property Rights

- 19.1. The Department and the Training Provider agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Department or the Training Provider before the Agreement Date or developed by either Party during the Term of this Agreement, shall remain the property of that Party.
- 19.2. Subject to Clause 19.3 below, the Training Provider may not use any Intellectual Property Rights belonging to the Department or the Crown without prior written consent from the Department.
- 19.3. The Training Provider may use the Apprenticeships Logo for the purposes of advertising and marketing its Apprenticeships without obtaining prior consent from the Department.
- 19.4. Where the Department has allowed the Training Provider to use any of its Intellectual Property Rights in connection with this Agreement, the Training Provider shall immediately cease to use such Intellectual Property Rights upon request or upon expiry or termination of this Agreement.
- 19.5. In the event of Clause 19.4 applying, the Training Provider must at the election of the Department either return or destroy such Intellectual Property Rights as requested by the Department and, where relevant, shall put arrangements in place to ensure that any Subcontractors also comply with the provisions of this Clause 19.

20. Submission of Apprentice/Learner Data through the ILR

- 20.1. The Training Provider must submit promptly to the Department an accurate ILR in relation to each individual Apprentice/Learner in accordance with this Agreement and the Individualised Learning Record (ILR) technical documents, guidance and requirements as amended and updated from time to time.
- 20.2. The Training Provider can view the Individualised Learning Record (ILR) technical documents, guidance and requirements by visiting the website [Individualised Learner Record \(ILR\) technical documents, guidance and requirements \(submit-learner-data.service.gov.uk\)](https://submit-learner-data.service.gov.uk).
- 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.

20.6. ILR data collected by the Training Provider must be transmitted to the Department through the Department's Submit Learner Data service [Submit learner data \(submit-learner-data.service.gov.uk\)](https://submit-learner-data.service.gov.uk).

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/documents/guidance-and-requirements). 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/government/publications/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.

20.8. The Department will publish monitoring reports via [View your education data](https://www.gov.uk/government/publications/view-your-education-data). The Training Provider must access the monitoring reports every month and amend any errors for the next submission of the ILR by taking the actions specified in the report user guide. Failure to amend the data as required will constitute a breach of this Agreement and in addition the provisions of Clause 6.11 (Funding and Payment) will apply.

20.9. Where the Department has grounds to be concerned about the data submitted by the Training Provider on an ILR, including but not limited to the completeness or accuracy of the data provided by the Training Provider under this Agreement

or any other agreement between the Training Provider and the Department, the Department may take one or more of the following actions:

- 20.9.1. require the Training Provider, at its own cost, to carry out such work as the Department deems necessary to improve the quality of data;
- 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);
- 20.9.3. where data submitted by the Training Provider on an ILR is missing, incomplete or incorrect in the final ILR submission of the Academic Year, the Department will recover the Funding that corresponds with the incorrect data;
- 20.9.4. require the Training Provider to supply data at such intervals and for such a period as is specified by the Department;
- 20.9.5. suspend the payment of Funding for a specified period in accordance with Clause 23.1.6 (Withholding, Suspension and Repayment of Funding);
- 20.9.6. terminate the Agreement in accordance with Clause 24.1 (Termination); and/or
- 20.9.7. take action under the Apprenticeship Accountability Framework.

- 20.10. If served with notice of a breach of the submission requirements as referred to in this Clause 20, the Training Provider must correct the data or supply the Department with evidence in support of its ILR submission within the period specified in the notice. This evidence can include digital copies of documents such as Apprentice/Learner files, commitment statements or employer declarations. The Training Provider should note that annotated spreadsheets or notes are not acceptable to the Department as evidence.
- 20.11. Where the Training Provider is delivering Training to one or more Apprentices/Learners claiming state benefits, it must provide data to the Secretary of State with responsibility for unemployment or their nominated representative in accordance with the requirements notified to the Training Provider.
- 20.12. The Training Provider must update the course information with details of all of the Apprenticeships and Apprenticeship Units it offers which are funded by the Department within the Training Provider's [Apprenticeship Service Training Provider Account](#) unless the Training Provider is an Employer-Provider. The Training Provider must regularly review this information and keep it updated. For the avoidance of doubt an Employer-Provider is not required to update or review the course information.

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

21. Fraud and Irregularity

21.1. The Training Provider must immediately notify the Department in writing where the Training Provider becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Training, and/or the arrangement of Apprenticeship Assessments/Learner Assessments and/or, where applicable, the delivery of Apprenticeship Assessments/Learner Assessments including, but not limited to, cases of:

- 21.1.1. the submission to the Department of inaccurate, incomplete, misleading or falsified information for the purpose of a claim for Funding;
- 21.1.2. fraud involving Employers and/or Subcontractors;
- 21.1.3. fraud involving Apprenticeship Assessment Organisations;
- 21.1.4. fraud involving Awarding Organisations;
- 21.1.5. computer fraud;
- 21.1.6. collusion with members of staff of an Apprenticeship Assessment Organisation and/or Employer;
- 21.1.7. collusion with employees of the Department; and
- 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,

provided that nothing in this Clause 21 shall require the Training Provider to do anything, which may cause it to infringe any Law.

21.2. Where the Department has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of Training and/or one or more Apprenticeship Assessments/Learner Assessments for which the Funding is provided under this Agreement and/or the payment of Funding made under this Agreement or any other agreement with the Department:

- 21.2.1. the Department shall have the right of access to the Training Provider's Premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records including electronic records and to interview the Training Provider and/or one or more Training Provider Related Party; and/or

- 21.2.2. may require the Training Provider at its own cost to take any of the actions set out in Clause 15 (Monitoring and Financial Health); and/or
- 21.2.3. may take any of the actions set out in Clause 15 (Monitoring and Financial Health) and the Training Provider shall reimburse the Department for its reasonable costs in doing so.

22. Additional Conditions

- 22.1. The Department reserves the right to require the Training Provider to agree to additional terms and conditions in relation to this Agreement where it considers it is necessary to do so to secure the use of the Funding for the delivery of Training and/or Apprenticeship Assessments/Learner Assessments by the Training Provider to the required standard and/or to ensure that the Funding provided by the Department is being used effectively and efficiently and/or to ensure that the Training Provider complies with requests made by the Department under the Apprenticeship Accountability Framework.

23. Withholding, Suspension and Repayment of Funding

- 23.1. Without prejudice to the Department's other rights and remedies, under this Agreement or otherwise, the Department may at its discretion withhold or suspend payment of Funding if one or more of the following applies:
 - 23.1.1. the Training Provider materially breaches any of the terms or conditions of this Agreement. For the avoidance of the doubt this includes but is not limited to the requirements set out in Clause 5 (Requirements);
 - 23.1.2. the Department, acting reasonably, has concerns about the standard of Training that the Training Provider and/or a Subcontractor is delivering or has delivered including in respect of one or more standard or framework;
 - 23.1.3. the Department, acting reasonably, has concerns that the standard of Training and/or care that the Training Provider and/or a Subcontractor is delivering to Apprentices/Learners is such that one or more Apprentice/Learner may be at risk on safeguarding grounds;
 - 23.1.4. an Awarding Organisation or an External Quality Assurance Organisation is taking remedial and/or enforcement action against the Training Provider and/or a Subcontractor;
 - 23.1.5. the Department has reasonable grounds to suspect fraud, financial irregularity, dishonesty, negligence or malpractice by any of the Training Provider and/or one or more Training Provider Related Party;

- 23.1.6. the Department has concerns about the completeness, accuracy or promptness of the data submitted by the Training Provider on the ILR in relation to this Agreement or, subject to Clause 23.5, any other agreement;
- 23.1.7. any employee of the Training Provider or any other Training Provider Related Party has acted or failed to act in a way which, as a result, in the reasonable opinion of the Department, brings or is likely to bring the Department's name, brand or reputation or the Apprenticeships brand into disrepute;
- 23.1.8. the Training Provider was not entitled to Funding under the Funding Rules in relation to one or more Apprenticeships or Apprenticeship Units;
- 23.1.9. there occurs, in respect of the Training Provider, any Insolvency Event or Change of Control which, in the reasonable opinion of the Department, may affect the Training Provider's ability to comply with its obligations under this Agreement; and/or
- 23.1.10. the Training Provider fails to comply with any of the provisions set out in this Agreement (including the provisions in the Funding Rules and/or any requirements under the Apprenticeship Accountability Framework) and fails to rectify any such failure within 30 days of receiving written notice from the Department (or such other timescale specified in the notice) detailing the failure and requiring it to rectify the failure.

23.2. The Department is entitled to withhold or suspend payment of Funding under any other provisions in this Agreement.

23.3. Without prejudice to or limiting the provisions of Clause 23.1.1, where more than one breach (which are not material breaches) have occurred, those breaches (taken together) may be regarded as a material breach.

23.4. Rights to withhold, suspend and/or require repayment of the Funding are set out in other provisions in this Agreement and in the Funding Rules (as amended from time to time).

23.5. If under Clause 23.1.6 some or all of the Department's concerns about the completeness, accuracy or promptness of data relate to data submitted under an agreement other than this Agreement, then such concerns are relevant to the extent that they undermine the Department's confidence in the Training Provider's ability to comply with its obligations to submit complete or accurate or prompt data in relation to this Agreement.

23.6. The right to suspend Funding in accordance with Clause 23.1 includes the right to:

- 23.6.1. suspend the payment of Funding to the Training Provider in part and/or for a specified period in relation to current Apprenticeships and Apprenticeship Units; and/or
- 23.6.2. not consider any applications or pay any Funding for new Apprenticeships, or Apprenticeship Units for a specified period.

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

23.8. The Department reserves the right to recover from the Training Provider any Funding paid to a Training Provider where the payment of Funding or any arrangement between the Employer and the Training Provider breaches the Funding Rules or the entitlement to Funding was based on wrong, inaccurate or misleading information.

24. Termination

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

- 24.1.1. the Training Provider fails to comply with the requirements imposed under Clause 5.1 (Requirements);
- 24.1.2. the occurrence of an Insolvency Event of the Training Provider;
- 24.1.3. the Training Provider fails to comply with any of the requirements imposed under Clause 15 (Monitoring and Financial Health);
- 24.1.4. where an audit and/or investigation undertaken by or on behalf of the Department in accordance with Clauses 15.2, 15.3.7 and/or 15.5.3 (rights to audit and investigate - Monitoring and Financial Health) identifies a material failure or failures on the part of the Training Provider to comply with the provisions of this Agreement or the Funding Rules;
- 24.1.5. where it is entitled to exercise the right to terminate this Agreement as set out in Clause 15.5 (Monitoring, Audit and Financial Health);
- 24.1.6. if any of the circumstances set out in Clause 23.1 (Withholding, Suspension and Repayment of Funding) occur which amount to a material breach of this Agreement;

- 24.1.7. where the Training Provider is an individual, and they die or are adjudged incapable of managing their affairs within the meaning of Part VII of the Mental Health Act 1983;
- 24.1.8. where the Training Provider and/or a Training Provider Related Party ceases to be on the Apprenticeship Provider and Assessment Register or the UK Register of Learning Providers;
- 24.1.9. the Training Provider or any of its employees or any other Training Provider Related Party has committed a Prohibited Act;
- 24.1.10. in accordance with section 78 and/or section 79 (where applicable) of the Procurement Act 2023 notwithstanding that this Agreement is not a public services contract as defined in the Procurement Law;
- 24.1.11. the Department has terminated one or more other agreement with the Training Provider on grounds which have significantly undermined its confidence in the Training Provider's capability to deliver Training to the required standard, and/or to safeguard the health, safety and welfare of Apprentices/Learners and/or the Training Provider's use of and/or management of the Funding to such an extent that the Training Provider is deemed to have committed a repudiatory breach of this Agreement;
- 24.1.12. where it is entitled to exercise the right to terminate this Agreement in accordance with Clause 15.9 (OFSTED-Related Interventions);
- 24.1.13. where it is entitled to exercise the right to terminate this Agreement as set out in Clause 15.11 (failure to comply with additional conditions relating to the improvement of the Training);
- 24.1.14. where it is entitled to exercise the right to terminate this Agreement as set out in Clause 20.9.6 (concerns with data submitted by the Training Provider on an ILR);
- 24.1.15. the Department assesses that the Training is, in whole or part, below any performance expectations set out in the Apprenticeship Accountability Framework;
- 24.1.16. where it is entitled to exercise the right to terminate this Agreement as set out in Paragraph 5.3.12 of Schedule 2 (Apprenticeship Accountability Framework);
- 24.1.17. the Training Provider commits a material breach of Data Protection Legislation and/or of Schedule 1 (Data Protection) of this Agreement;
- 24.1.18. the Training Provider commits material breach of any of its obligations under this Agreement which is incapable of remedy; and/or

24.1.19. the Training Provider commits material breach of any of its obligations under this Agreement which is capable of remedy and fails to remedy it or persists in such breach after 10 Working Days of having been required in writing to remedy or desist.

24.2. If the Department considers in its absolute discretion that on receipt of a notice pursuant to Clause 9 (Prohibition on disposing of the Agreement, Change in Name and Change of Control) that the proposed change in name and/or proposed or actual Change of Control would prejudice the Training Provider's ability to deliver the Training, the Department shall be entitled to terminate this Agreement in accordance with Clause 24.4.

24.3. Without prejudice to the other rights of termination as set out under this Agreement, the Parties shall be entitled to terminate this Agreement in full or part by giving to the other Party not less than 30 days' written notice to that effect.

24.4. Where the Department terminates the Agreement under any of Clauses 24.1 to 24.3 it shall do so by serving a written notice on the Training Provider specifying the Termination Date.

24.5. Termination under this Clause 24 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Agreement.

25. Effect of Termination

25.1. Where the Training Provider goes into administration or liquidation, the Department must be deemed to be a creditor of the Training Provider. The Training Provider must take steps to ensure that the Department is provided with details of the administrator or liquidator and receives notification of any creditors' meetings. The Department will confirm whether in fact it is a creditor within 8 weeks of being notified that the Training Provider is in administration or liquidation.

25.2. The Training Provider must upon notice (including notice of termination of the Agreement) make available to the Department all Apprentice/Learner files (including but not limited to e-portfolios), correspondence, documents, specification papers and other property belonging to the Department, which may be in its possession or under its control.

25.3. Termination of this Agreement under Clause 24 (Termination) shall result in the Training Provider being removed from the Apprenticeship Provider and Assessment Register maintained by the Department.

25.4. The Department will not provide Funding to the Training Provider for any new Apprentices/Learners (including any Apprentices/Learners that have transferred to the Training Provider from another provider) or for

Apprenticeships or Apprenticeship Units that are started on or after the date the notice of termination is served in accordance with Clause 36 (Notice). The Department will not be liable to provide Funding in respect of any Apprentices/Learners or Apprenticeships or Apprenticeship Units started by the Training Provider or a Subcontractor in breach of this provision.

26. Transfer of Responsibility on Notice, Expiry or Termination

- 26.1. On (i) the Department giving notice under Clause 15.5.8 (notice to transfer Training or Apprenticeship Assessments/Learner Assessments); or (ii) either Party giving notice of termination for any reason; or (iii) 30 days before the Expiry Date, the Training Provider will use all reasonable endeavours to do its utmost to minimise disruption caused to Apprentices/Learners including liaising proactively with those Employers with which the Training Provider has a contract of services as well as with the Department.
- 26.2. The Training Provider shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of any Apprenticeships or Apprenticeship Units upon receipt of notice or the expiry or other termination of this Agreement. The Training Provider shall use all reasonable endeavours to ensure that its employees and its Subcontractors are under a similar obligation. The Department shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Agreement.
- 26.3. Such assistance may include, (without limitation) delivery of documents and data in the possession or control of the Training Provider or its Subcontractors, which relate to performance, monitoring, management and reporting of Apprenticeships or Apprenticeship Units, including the documents and data referred to in the Evidence Pack.
- 26.4. The Training Provider undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department and/or an Employer to ensure an orderly transfer of responsibility of the delivery of the Training, performance of its role in relation to Apprenticeship Assessments/Learner Assessments and/or, where applicable, the delivery of Apprenticeship Assessments/Learner Assessments.

27. Force Majeure

- 27.1. Neither Party shall be liable for any delay or failure to meet its obligations under this Agreement due to any cause outside its reasonable control, including (without limitation), inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure or fire. If performance of the service is substantially prevented for

a continuous period of 6 months by virtue of any of the aforesaid events, then either Party may terminate this Agreement by written notice to the other.

28. Public Reputations of the Parties / Press Releases

- 28.1. Both Parties recognise their respective public reputations and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.
- 28.2. The text of any press release or other communication to be published by or in the media by the Training Provider concerning this Agreement shall require the prior approval (not to be unreasonably withheld or delayed) of the Department.
- 28.3. In addition to any other rights or obligations in this Agreement, the Department may request information (and specify the format) from the Training Provider in order to exercise its responsibilities and/or to fulfil requirements to provide information to the Secretary of State, to account to Parliament and to meet European funding requirements (where applicable). On occasion, the Department will require the Training Provider to provide information urgently.

29. Retention of Documents

- 29.1. The Training Provider and its Subcontractors shall retain for 6 years from the end of the financial year in which the last payment of Funding is made the documents that comprise the Evidence Pack including but not limited to the original invoices, management information returns and all other documents necessary to verify the Training and where relevant, Apprenticeship Assessment/Learner Assessment, for which the Funding has been provided under this Agreement.
- 29.2. Where any payments of Funding made under this Agreement have been used as match-funding as notified in writing by the Department for a European Social Fund project the Training Provider will be required to retain all documents necessary to verify the Training delivered by itself or by its Subcontractors. Documents to support claims must be retained for a minimum of ten years after the European Commission has made its final payment.
- 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.
- 29.4. The provisions of this Clause 29 shall apply during the continuance of this Agreement and after its termination howsoever arising.

30. Variation

- 30.1. This Agreement shall not be varied or amended unless such variation or amendment has been issued in writing and signed by the Parties.

31. No Partnership or Agency

- 31.1. This Agreement shall not create any partnership or joint venture between the Department and the Training Provider, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

32. Joint and Several Liability and Tax Status of the Training Provider

- 32.1. Where the Training Provider is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Training Provider shall be jointly and severally liable for the Training Provider's obligations and liabilities arising under this Agreement.
- 32.2. The Training Provider (if an individual) represents that it is regarded by both HMRC and the Department for Work and Pensions as self-employed and accordingly shall indemnify the Department against tax, national insurance contributions or similar contributions for which the Department may be liable in respect of the Training Provider by reason of this Agreement.

33. VAT Act 1994

- 33.1. Under the provision of Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by the Department and the supply by the person providing that education or vocational training such as the Training Provider, of any goods or services essential to that provision, is considered to be an exempt supply for VAT purposes.

34. Waiver

- 34.1. No failure or delay on the part of any Party to this Agreement to exercise any right or remedy under this Agreement shall operate or be construed as a waiver of that right or remedy.
- 34.2. No single or partial exercise of any right or remedy under this Agreement shall operate or be construed as a waiver of the full right or remedy.
- 34.3. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by Law.

35. Third Party Rights

- 35.1. No contractual provision in this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

36. Notice

- 36.1. Any notice or other document to be given under this Agreement shall be in writing and personally delivered, e-mailed, sent through the Department's electronic portal or sent by first class post to the address of the relevant party, as referred to above or in the case of an email address or correspondence address, as notified by the relevant party in writing from time to time. The notice or communication will be considered delivered as follows:
 - 36.1.1. if personally delivered, when handed over to the addressee;
 - 36.1.2. if sent by email or through the Department's electronic portal, on the day the email is sent if sent on a Working Day and before 5.00 pm, otherwise the email will be considered delivered at 9.00 am on the next Working Day;
 - 36.1.3. if sent by first class post, on the second Working Day after the day on which it is posted.

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

- 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.

38. Governing / Jurisdiction

- 38.1. This Agreement shall be governed by and construed in accordance with English Law.

39. Complaints in Relation to this Agreement

- 39.1. Any complaint arising in relation to this Agreement shall be resolved in accordance with Department's official complaints procedure which can be accessed at [Complaints procedure - Department for Education - GOV.UK](#) or [Complaints procedure - Department for Work and Pensions - GOV.UK](#).

40. The Training Provider's Feedback and Complaints Procedure

- 40.1. The Training Provider shall have a policy and process in place, which is acceptable to the Department and available to the Department on request to gather and act upon Apprentice/Learner feedback, including feedback from Apprentices/Learners who did not complete their programme, to improve the experience of Apprentices/Learners in general while they are on the Training Provider's programmes, and to support more general improvements. The Training Provider must ensure that Apprentices/Learners are aware of the process and the Training Provider shall use Apprentice/Learner feedback to ensure training programmes meet the needs of Apprentices/Learners. The Training Provider must arrange for and operate a plan to deliver continuous improvement in relation to the Training and should include aggregated Apprentice/Learner feedback to inform that plan.
- 40.2. The Training Provider shall have procedures in place, which are acceptable to the Department, to act upon complaints from Apprentices/Learners and/or their representatives and Employers and the wider community. The Training Provider must ensure that Apprentices/Learners and Employers are made aware of its procedure for dealing with complaints and that the procedure is clear and accessible to Employers and/or Apprentices/Learners who wish to complain.
- 40.3. The Training Provider shall be responsible for resolving complaints in accordance with its own procedures and any guidance issued by the Department.
- 40.4. Where a complaint has not been resolved to the satisfaction of the complainant the Training Provider must advise the complainant of their right to complain to the Department and co-operate with any investigation carried out by the Department and act on any recommendations made by the Department following the investigation.
- 40.5. The Training Provider will ensure that it has in place and complies with an effective whistleblowing procedure, approved by the body responsible for the management of the Training Provider, whereby staff may raise in confidence concerns about possible malpractice without fear of victimisation, subsequent discrimination or disadvantage. The procedure must be published on the Training Provider's public-facing website. The Training Provider will regularly review the procedure, including securing approval from the body responsible for the management of the Training Provider of any amended procedure.

41. Subsidy Control

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

41.2. Where the rules on Subsidy Control apply, the Training Provider must:

- 41.2.1. comply with the relevant notification requirements; and
- 41.2.2. collect and retain appropriate records and will supply those records to the Department on its request.

41.3. The Department reserves the right to require the Training Provider to obtain a contribution towards the cost of the Training delivered under this Agreement from the Employer of any Apprentice/Learner. Where a contribution is required, the Department will confirm to the Training Provider in writing the exact percentage of the contribution.

41.4. Where the Department requires the Training Provider to obtain a contribution towards the cost of the Training under Clause 41.3 above, the Training Provider must provide evidence that the contribution has been received.

41.5. If a recovery order or any other enforcement measure is taken under the Subsidy Control Act 2022, the Training Provider will repay the relevant subsidy to the Department within 28 days or such other timescale that the Department agrees with the Training Provider.

42. Continuing Obligations

42.1. Save as otherwise expressly provided in this Agreement:

- 42.1.1. the termination or expiry of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement as at the Expiry Date or the Termination Date; and
- 42.1.2. the termination or expiry of this Agreement will not affect the continuing rights or obligations of the Department and the Training Provider under the Clauses in the table at Clause 42.3 and/or under any other provision of this Agreement which is expressed to survive expiry or termination or which is required to survive the Expiry Date or the Termination Date in order to give effect to such expiry or termination or the consequences of such expiry or termination.

42.2. The continuing rights of obligations as referred to in Clause 42.1.2 will continue for six (6) years after the Expiry Date or Termination Date.

42.3. The table referred to in Clause 42.1.2 is as follows:

Clause	Description
6	Funding and Payment
10	Freedom of Information and Confidentiality

Clause	Description
13	Liability
14	Insurance
15	Monitoring and Financial Health
16	Liability to Settle Demands for Repayment of Funding
18	Data Protection, Protection of Personal Data and Cyber Essentials
21	Fraud and Irregularity
24	Termination
25	Effect of Termination
26	Transfer of Responsibility on Notice, Expiry or Termination
28	Public Reputations of the Parties / Press Releases
39	Complaints in Relation to this Agreement

43. Entire Agreement

43.1. The Agreement shall comprise the following:

Clause 1 to this Clause 43

Funding Rules

Schedule 1 Data Protection

Schedule 2 Apprenticeship Accountability Framework for Training Providers

Schedule 3 Subcontracting

Schedule 1 – Data Protection

In this Schedule 1, the following words and expressions shall be defined as follows:

“Controller”, “Processor,” “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer”	take the meaning given in the UK GDPR
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
“DPA 2018”	Data Protection Act 2018
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Legislation”	<ul style="list-style-type: none"> (a) the UK GDPR as amended from time to time; (b) the Data Protection Act 2018 as amended from time to time; (c) Regulations made under the Data Protection Act 2018; and (d) all applicable Law about the Processing of Personal Data.
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing
“Processor Personnel”	employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.

“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those set out in the Agreement.
“Restricted Transfer”	a transfer of Personal Data which is undergoing processing or which is intended to be processed after transfer, to a country or territory to which such transfer is prohibited or subject to any requirement to take additional steps to adequately protect the Personal Data processed under this Agreement for the transfer to be lawful under the Data Protection Legislation;
“Sub-processor”	any third Party appointed to process Personal Data on behalf of the Processor related to this Agreement
“UK GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Department is the Controller and the Training Provider is the Processor only for the processing set out in Schedule 1a. Any other processing of Personal Data undertaken by the Training Provider will be as a data Controller and not on behalf of the Department. Paragraphs 2 to 14 below apply only in relation to the processing of Personal Data on behalf of the Department as set out in Schedule 1a, and the only processing that the Processor is authorised to do on behalf of the Department is listed in Schedule 1a by the Department and may not be determined by the Processor.
2. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - 3.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 3.2. an assessment of the necessity and proportionality of the processing operations in relation to the services;
 - 3.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
4. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 4.1. process that Personal Data only in accordance with Schedule 1a , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - 4.2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - 4.2.1. nature of the data to be protected;
 - 4.2.2. harm that might result from a Data Loss Event;
 - 4.2.3. state of technological development; and
 - 4.2.4. cost of implementing any measures;
 - 4.3. ensure that:
 - 4.3.1. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1a);
 - 4.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- 4.3.2.1. are aware of and comply with the Processor's duties under this paragraph;
- 4.3.2.2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
- 4.3.2.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
- 4.3.2.4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

4.4. not make a Restricted Transfer unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- 4.4.1. the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
- 4.4.2. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller;
- 4.4.3. the Data Subject has enforceable rights and effective legal remedies;
- 4.4.4. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- 4.4.5. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 4.4.6. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

5. Subject to Paragraph 6, the Processor shall notify the Controller immediately if it:

- 5.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
- 5.2. receives a request to rectify, block or erase any Personal Data;
- 5.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 5.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- 5.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 5.6. becomes aware of a Data Loss Event.

6. The Processor's obligation to notify under Paragraph 5 shall include the provision of further information to the Controller in phases, as details become available.
7. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - 7.1. the Controller with full details and copies of the complaint, communication or request;
 - 7.2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 7.3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 7.4. assistance as requested by the Controller following any Data Loss Event;
 - 7.5. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 8.1. the Controller determines that the processing is not occasional;

- 8.2. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
- 8.3. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - 11.1. notify the Controller in writing of the intended Sub-processor and processing;
 - 11.2. obtain the written consent of the Controller;
 - 11.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule 1 such that they apply to the Sub-processor; and
 - 11.4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
12. The Processor shall remain fully liable for all acts or omissions of any Sub-processor.
13. The Controller may, at any time on not less than 30 Working Days' notice, revise this Schedule 1 by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule 1a – Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	<p>The subject matter is the Personal Data of Apprentices/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 ILR privacy notice and documentation.</p> <p><u>Individualised Learner Record (ILR) technical documents, guidance and requirements</u></p>
Duration of the Processing	<p>The duration of the Processing covers the period from the Agreement Date to the Expiry Date.</p>
Nature and purposes of the Processing	<p>The Training Provider will be required to submit the data to the Department for the purposes as set out in Clause 20 (Submission of Apprentice/Learner Data through the ILR) of this Agreement.</p> <p>The processing of data in this Agreement refers to the submission of ILR data to the Department only and the processing of data that is inputted into the Apprenticeship Service. The processing does not include the processing of Personal Data collected from the Apprentices/Learners by the Training Provider for the purposes of enrolling Apprentices/Learners onto programmes or delivering education or Training, e.g. e-portfolios.</p>
Type of Personal Data	<p>The Personal Data to be processed is defined in the ILR specification.</p> <p><u>Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk)</u></p>
Categories of data subject	<p>The data subjects are Apprentices/Learners on education or training programmes administered by the Department that are subject to this Agreement.</p>

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

1. Introduction

- 1.1. The Department has published the Apprenticeship Accountability Framework at [Apprenticeship training provider accountability framework - GOV.UK](https://www.gov.uk/government/publications/apprenticeship-training-provider-accountability-framework)
- 1.2. The Apprenticeship Accountability Framework consists of Quality Indicators that the Department will use alongside contextual factors to inform the Department's assessment of the quality of provision delivered by the Training Provider.
- 1.3. During the initial implementation period, the Department will monitor early indicators of quality and performance at provider and programme level for both Foundation Apprenticeships and Apprenticeship Units as delivery models embed. For the 2025 to 2026 academic year, Foundation Apprenticeships will not be included in the Training Provider's QAR within the Apprenticeship Accountability Framework; however, achievement rates will still be published in the national achievement rate tables as part of the overall programme.
- 1.4. Until formal indicators and thresholds are confirmed, the Department reserves the right to take proportionate action in relation to both Foundation Apprenticeships and Apprenticeship Units where it believes there is a quality risk—whether due to performance in other Apprenticeship provision or clear evidence of issues that could compromise the integrity of the Apprenticeship system or Apprentice/Learner outcomes. Such action or intervention is as set out in the Apprenticeship Accountability Framework.

2. Quality Indicators

- 2.1. The Quality Indicators include those informed through OFSTED Inspections and the Department intervention regime as set out in Clause 15.12 of this Agreement and include (but are not limited to) the following for Apprenticeships:
 - 2.1.1. the Training Provider's own achievement rates and, where relevant, compared with other suppliers delivering similar standards or in similar sectors;
 - 2.1.2. the Training Provider's own retention rates and, where relevant, compared with other suppliers delivering similar standards or in similar sectors;
 - 2.1.3. withdrawal rates and/or volumes
 - 2.1.4. the number of Apprentices that are beyond the planned end date of their Apprenticeship and still in training.
 - 2.1.5. Employer ratings of the Training Provider; and

2.1.6. Apprentice/Learner ratings of the Training Provider.

3. Contextual Factors

3.1. The Department will also take into account, amongst others, the following contextual factors:

3.1.1. unusual changes in the Training Provider's delivery pattern of Apprenticeships or Apprenticeship Units;

3.1.2. The volume and duration of which breaks in learning occur in the Apprenticeships or Apprenticeship Units delivered by the Training Providers;

3.1.3. Provider information, including provider type, size, location, and whether standards are offered in priority growth areas or whether priority groups are supported;

3.1.4. Apprentice/Learner demographics, including disability, age, sex, ethnicity and disadvantaged area;

3.1.5. The rate of non-completers undertaking English and Maths qualifications;

3.1.6. The extent to which Off-the-Job Training (OTJT) hours are delivered in line with funding rules, and any systemic or exceptional challenges in meeting the required OTJT threshold;

3.1.7. Issues relating to Assessment Organisations (AOs), including delays in assessment availability, capacity constraints, or changes in AO status that may impact timely completion.

3.1.8. The performance of privately funded apprenticeships.

4. Apprentice Data Timeliness and Compliance

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

4.2. The Training Provider must ensure that any information entered into the Apprenticeship Service, including data entered on behalf of Employers, is accurate and complete (Clause 5.3.1).

4.3. The Training Provider must update and regularly review the course information for all Apprenticeships or Apprenticeship Units they offer that are funded by the Department within their Apprenticeship Service Training Provider Account (Clause 20.11).

5. Interventions

- 5.1. The Department will continually monitor performance against the Indicators set out in the Apprenticeship Accountability Framework and may contact the Training Provider at any point in the Academic Year to discuss these. Intervention can be taken at any point in the Academic Year following any such management conversation and/or correspondence.
- 5.2. The Provider may only extend delivery into additional occupational routes with prior written approval from their Department for Education (DfE) Account Manager.
- 5.3. For the avoidance of doubt, where the Department is of the view based on consideration of the Quality Indicators and contextual factors that the Training Provider is underperforming, the Department may take one or more of the following measures:
 - 5.3.1. Require the Training Provider to attend one or more meetings with the Department;
 - 5.3.2. Require the Training Provider to make use of the professional development support available through the government funded [Apprenticeship Workforce Development - The ETF \(etf-foundation.co.uk\)](https://www.etf-foundation.co.uk);
 - 5.3.3. Require the Training Provider to agree with the Department milestones and targets to be achieved within a fixed period in relation to specific quality and/or contextual factors.
 - 5.3.4. Serve on the Training Provider a notice that details one or more failures and requires the Training Provider to rectify the failure(s) specified within a given timeframe;
 - 5.3.5. Inform OFSTED of concerns that the Department has about the Training Provider;
 - 5.3.6. Require the Training Provider to cease to use a named Subcontractor by a specified date;
 - 5.3.7. Impose a cap on the volume of new Apprentices/Learners, on specific occupational standards or Apprenticeship Units, either for a fixed or indefinite period;
 - 5.3.8. Impose a cap on the Funding for delivery of new standards, either for a fixed or indefinite period;
 - 5.3.9. Suspend Funding for all new Apprentices/Learners on specific occupational standards, either for a fixed or indefinite period;
 - 5.3.10. Suspend Funding for all new Apprentices/Learners, either for a

fixed or indefinite period;

5.3.11. Withhold or suspend the payment of Funding where any of the grounds set out in Clauses 22 (Additional Conditions) and/or 23 (Withholding, Suspension and Repayment of Funding) apply;

5.3.12. Terminate the Agreement in accordance with Clause 24.1 (Termination) which may also lead to the removal of the Training Provider from Apprenticeship Provider and Assessment Register;

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

6.1. The Apprenticeship Accountability Framework as referred to at Paragraph 1.1 of this Schedule will set out the trigger points at which the Department may, at its discretion, choose to intervene.

6.2. In taking the decision as to what intervention, if any, to take, the Department shall act in accordance with the Apprenticeship Accountability Framework and take into account one or more of the following factors and/or any other factors that the Department considers to be relevant:

6.2.1. Which Quality Indicator(s) that the Training Provider has failed to meet; and/or

6.2.2. Whether the data for the relevant Quality Indicator or supporting contextual factors is in-year data or the final outturn for the relevant Academic Year. In determining this, consideration will also be given to the provider's track record in forecasting performance, as well as the accuracy and timeliness of previous data returns and/or

6.2.3. The performance of privately funded Apprenticeships and/or

6.2.4. In assessing the Quality Indicators and any associated contextual factors, the Department will consider whether there are specific circumstances relevant to the Training Provider's performance. This may include clear and robust evidence of factors beyond the Training Provider's control, such as Employer-related actions or other external influences; and/or

6.2.5. Previous performance and track record of the Training Provider including in relation to the prompt and accurate submission of Apprentice/Learner data as set out at Paragraph 4.1; and/or

6.2.6. Where the level of Departmental resource required to manage this Agreement is disproportionate to:

6.2.6.1. the total number of Apprentices or Learners supported in the current or previous Academic Year; and/or

- 6.2.6.2. the extent to which delivery aligns with government priorities the Department reserves the right to review the ongoing viability of this Agreement.
- 6.2.7. In conducting a review, the Department will also consider: the number of other providers operating within the relevant sector or geographic area; the quality of comparable provision; and the contribution of the provision to addressing identified government priorities.

Schedule 3 – Subcontracting

Subcontracting Principles

- 1.1. When Subcontracting, the Training Provider must comply with;
 - 1.1.1. the Funding Rules; and
 - 1.1.2. the Subcontractor Policies; and
 - 1.1.3. the Funding Higher Risk Organisations and Subcontractors Policy (hereafter referred to as the "**Funding Higher Risk Organisations Policy**").
- 1.2. The Training Provider must select its Subcontractors fairly and without discrimination and must comply with any Procurement Law that may apply when doing so, including where the Training Provider is a contracting authority under Procurement Law.
- 1.3. The Training Provider must ensure that proposed Subcontractors are of adequate financial standing and have sufficient capacity and capability to deliver the services that are to be subcontracted.
- 1.4. When appointing and working with Subcontractors the Training Provider must have regard to 'The written agreement between the main provider and each employer' of the latest Funding Rules, in relation to conflicts of interest.
- 1.5. The Training Provider must enter into a direct contractual relationship by way of a Subcontract with all of its Subcontractors before any Subcontractor commences the delivery of the subcontracted services, and such Subcontracts shall comply with the requirements set out in Paragraph 1.8 below.
- 1.6. The Training to be delivered with the Funding provided under this Agreement may only be subcontracted to one level. Accordingly, the Training Provider must ensure that its Subcontractors do not further Subcontract any of the Subcontractor's services to other suppliers.
- 1.7. The Training Provider must not enter into any agreement for Brokerage in relation to the Training provided under this Agreement.

Requirements for Subcontracts

- 1.8. The Subcontract must include:
 - 1.8.1. terms and conditions substantially the same as those set out in this Agreement, including but not limited to the right for the Training Provider to terminate the Subcontract if the Subcontractor does not pass the annual due diligence checks and such other matters as are set out in "The written agreement (the subcontract) between the

provider and the subcontractor" of the latest Funding Rules.

- 1.8.2. where applicable, terms that comply with the requirements of Clause 12.10.2 (Modern Slavery);
- 1.8.3. an obligation for the Subcontractor to comply with the Department Policies and Subcontractor Policies;
- 1.8.4. where a Training Provider is a contracting authority as determined by Procurement Law, provisions that comply with the requirements of such Procurement Law;
- 1.8.5. payment provisions such that the Training Provider must pay the Subcontractor within 30 days of receiving a valid invoice, unless compliance with Paragraph 1.8.4 will require otherwise;
- 1.8.6. an obligation on the Subcontractor to obtain express written permission from the Training Provider before enrolling any Apprentices/Learners;
- 1.8.7. a requirement for the Subcontractor to co-operate with the Training Provider if the Subcontract ends for any reason to make sure that there is continuity of Training;
- 1.8.8. an obligation on the Subcontractor to participate in any rectification plan as appropriate in the event that the Subcontractor has committed an act which would constitute a material breach of this Agreement (whether or not it is also a breach of the Subcontract); and
- 1.8.9. sanctions on the Subcontractor for material breach of the Subcontract substantially the same as those set out in this Agreement.

1.9. Subcontracts must be available at all times for the Department to inspect on request.

Training Provider Obligations

- 1.10. The Training Provider must make payment to any Subcontractor in accordance with the required provisions of the Subcontract set out at Paragraph 1.8.5 of this Schedule.
- 1.11. The Training Provider must make a Subcontractor Declaration by using the [Manage your education and skills funding](#) (MYESF) service twice during the Academic Year. The first declaration must be made by 31 October and the second declaration must be made by 30 June. If the Training 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 Training Provider enters into any Subcontract within the funding year, it must submit an updated Subcontractor Declaration to the Department. Further information can be found in the guidance: [How to declare subcontracting arrangements for post-16](#)

[education and training - GOV.UK \(www.gov.uk\)](https://www.gov.uk).

- 1.12. The Training Provider must carry out annual due diligence checks on its Subcontracting arrangements, including but not limited to reviewing its Subcontracts and the rationale for entering into each Subcontract, any fees and charges involved in the delivery of its subcontracted services and whether each cost is reasonable and proportionate in accordance with the due diligence requirements as set out in “Subcontracting” of the latest Funding Rules.
- 1.13. The Training Provider must publish a policy statement on its public facing website summarising the information in Paragraph 1.12 of this Schedule by 31 October in each funding year. The policy statement must accord with the provisions of “Requirement to provide a rationale for subcontracting” in the latest Funding Rules.
- 1.14. The Training Provider must have a contingency plan in place to ensure that there is continuity of services for existing Apprentices/Learners in the event of any circumstances that may arise that render a Subcontractor unable to deliver the subcontracted services including but not limited to the expiry or termination of the Subcontract.
- 1.15. If a Subcontractor does not pass the annual due diligence checks set out at Paragraph 1.12 of this Schedule, the Training Provider must take action in accordance with the latest Funding Rules.
- 1.16. The Training Provider must ensure that a Subcontractor that has committed an act which constitutes a material breach of this Agreement (whether or not it is also a breach of its Subcontract) participates in any rectification plan as appropriate.
- 1.17. The Training Provider must carry out an investigation at its own cost if there is any evidence of a Subcontractor having irregular financial or delivery activity and notify the Department of this and of the outcome of any such investigation.
- 1.18. The Training Provider must not enter new Subcontracting arrangements or increase the value of existing arrangements if any of the following circumstances apply:
 - 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.
 - 1.18.2. the outcome of the Training Provider's annual financial health assessment is inadequate, unless the Department has provided its written consent to the proposed Subcontracting arrangement in advance of a Subcontract being entered into;
 - 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

- 1.18.4. a Subcontractor is subject to ongoing intervention or investigation by the Department.

Subcontracting Thresholds

- 1.19. The Training Provider must continuously review the size of its Subcontracted services and ensure this does not exceed 25% of the Training provided by the Training Provider.
- 1.20. The Training Provider must promptly submit a request for an exemption if it anticipates that its Subcontracting will exceed 25% ("Exemption Case"). The Training Provider must submit such Exemption Case no less than twelve (12) weeks prior to exceeding the threshold. The Department may consider Exemption Cases that are submitted later if the Training Provider provides evidence of exceptional circumstances. The Department reserves the right to decline the Training Provider's Exemption Case.
- 1.21. If the Training Provider has previously submitted an Exemption Case, it should continue to seek permission to exceed the threshold set out in Paragraph 1.20 above and must submit an Exemption Case to the Department by no later than 11.59pm on 31 March in each funding year. The Department may consider Exemption Cases that are submitted later if the Training Provider provides evidence of exceptional circumstances. The Department reserves the right to decline the Training Provider's Exemption Case.
- 1.22. The Exemption Case and the Training Provider's submission of it must comply with "Subcontracting threshold and exemption cases" of the latest Funding Rules.
- 1.23. The Department will consider any submitted Exemption Case in accordance with the provisions of "Subcontracting threshold and exemption cases" of the latest Funding Rules and will notify the Training Provider as to whether or not the Exemption Case is accepted.
- 1.24. The Department expects that any fee retained by the Training Provider as a management fee for a Subcontract will not exceed 20% of the overall value of the Subcontract. In the event that the management fee is in excess of 20% of the overall value of the Subcontract the Department reserves the right to require the Training Provider to provide further information in relation to the rationale for the management fee and why it represents good value for money.
- 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.

Financial Thresholds

- 1.26. Where the annual value in any funding year of this Agreement exceeds £5 million and the Training Provider wants to Subcontract one or more of the services it must comply with the provisions set out in Funding Higher Risk Organisations and Subcontractors Policy, which can be found in the following link [Funding higher risk organisations and subcontractors policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/funding-higher-risk-organisations-and-subcontractors).
- 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](https://www.gov.uk/government/policies/dfe-subcontracting-standard). The £100,000 threshold includes Apprenticeships, DfE administered Adult Skills Fund and 16 to 19 provision subcontracted by the Training Provider.

Department Rights

- 1.28. In the event that the Training Provider fails to comply with any of the requirements set out in this Schedule the Department reserves the right to take such remedial action under this Agreement as it considers appropriate in the circumstances, which may include but is not limited to requiring the Training Provider to terminate an existing Subcontract and/or prohibiting the Training Provider from entering enter into any new Subcontract to deliver the Training under this Agreement.