



Department
for Education

Summary of changes 2026 to 2027

**DfE education and skills agreements and
accountability agreements**

April 2026

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Contract for services (independent training providers)

Section	Change	Clause Reference
Pages 1 and 2	Pages 1 and 2 of the Contract have been replaced with a revised cover page.	Cover Page
PART 1: TERMS AND CONDITIONS	“PART 1: TERMS AND CONDITIONS” has been renamed “PART 1: DEFINITIONS AND INTERPRETATION ”	PART 1: DEFINITIONS AND INTERPRETATION
Clause 1.1	<p>Clause 1.1 has been added:</p> <p>1.1. These Terms and Conditions, together with a Funding Offer Letter, govern the Funding paid to a Contractor for its performance of the Services.</p>	PART 1: DEFINITIONS AND INTERPRETATION
Clause 1.4	<p>Clause 1.4, together with all Sub-Clauses, has been amended and renumbered to reflect the new clause structure:</p> <p>1.5. Precedence of Documentation</p> <p>1.5.1. In the event of any inconsistency between the provisions of the Funding Offer Letter, Clauses 1 to 56 and the Schedules, or between any of the Schedules, the conflict will be resolved according to the following descending order of priority:</p> <ul style="list-style-type: none"> (a) Funding Offer Letter; (b) Clauses 1 to 56; (c) Schedule 1 (Definitions); (d) Schedule 2 (Specification & Monitoring); (e) Schedule 3 (Payment); (f) the remaining Schedules. <p>1.5.2. For the avoidance of doubt, in the event of any inconsistency between this Contract and the Funding Rules, this Contract will take precedence.</p>	PART 1: DEFINITIONS AND INTERPRETATION

Section	Change	Clause Reference
Clause 2.1	<p>Clause 2.1 has been amended, and Sub-Clauses 2.1.1 and 2.1.2 have been deleted:</p> <p>2.1. The Contract will commence on the Agreement Date and expire on the Expiry Date, unless terminated earlier in accordance with these Terms and Conditions.</p>	2 COMMENCEMENT AND DURATION
Clauses 3.1 and 3.2	<p>Clauses 3.1 and 3.2 have been amended:</p> <p>3.1. The Services to be delivered under this Contract are those as set out in the Funding Offer Letter. The detailed requirements in respect of the Services are also set out in the Funding Rules as amended from time to time by the Department and which form part of these Terms and Conditions.</p> <p>3.2. The Services are to be delivered in accordance with Schedule 2 (Specification & Monitoring), specific requirements of the Department, and all other Schedules, which all form part of these Terms and Conditions.</p>	3 SERVICE DELIVERY
Clause 12.2.7	<p>Clause 12.2.7 has been amended:</p> <p>12.2.7. serve notice to the Contractor that the Department is transferring all or some of the learning and/or, where applicable, apprenticeship assessments provided by the Contractor to another contractor nominated by the Department, and require the Contractor to comply with its obligations set out in Clause 41.2 (Exit Arrangements) to effect an orderly transition of the Services from the Contractor to the Department and/or any Successor Contractor; and/or</p>	12 FINANCIAL HEALTH

Section	Change	Clause Reference
Clause 12.7	<p>Clause 12.7 has been amended:</p> <p>12.7. The Department can at any time require the Contractor at its own cost to provide a copy of the Contractor’s latest accounts, any historic accounts as requested, and submit further copies of the accounts as soon 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 - GOV.UK, and to provide, upon request:</p>	12 FINANCIAL HEALTH
Clause 13.4.6	<p>Clause 13.4.6 has been amended to update the final paragraph in the “Relevant Factors” column:</p> <p>“The nature and extent of such action will depend on the number and significance of the Evaluation Areas assessed as Insufficient Progress.”</p>	13 INSPECTIONS
Clauses 13.6 and 13.7	<p>Clauses 13.6 and 13.7 have been amended:</p> <p>13.6. The failure of the Contractor, as assessed by the Department, to comply with Clause 13.2.5 (requirement to accept and comply with additional Contract obligations relating to the improvement of the Services) 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 the Contract pursuant to Clause 39.3.6 (Termination).</p> <p>13.8. The failure of the Contractor, as assessed by the Department, to comply with any requirements of Clause 13.2.4 (requirement to suspend the recruitment of Learners to, and/or cap any growth in, the Services) 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 Contract pursuant to Clause 39.3.7 (Termination).</p>	13 INSPECTIONS

Section	Change	Clause Reference
Clause 15.3.4	<p>Clause 15.3.4 has been amended:</p> <p>15.3.4. Where the Contractor fails to comply with the contractual obligations imposed under Clause 15.3.3, within such time as the Department deems reasonable, the Department may take such actions as it deems appropriate which may include, but is not limited to, action under Clause 38 (Withholding, Suspension and Repayment of Funding) and/or termination pursuant to Clause 39.3.8 (Termination).</p>	15 RELATIONSHIPS
Clause 22.2.2	<p>Clause 22.2.2 has been amended:</p> <p>22.2.2. The Contractor must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Contractor must report all changes by the final collection of the Funding Year. Failure to report withdrawals by this time will result in the recovery of the Funding. Continuing failure to comply with this Clause 22.2.2 may result in the withholding of Funding or the suspension of or termination of this Contract in accordance with Clause 38 (Withholding, Suspension and Repayment of Funding) or pursuant to Clause 39.3.18 (Termination).</p>	22 SUBMISSION OF LEARNER DATA

Section	Change	Clause Reference
Clause 22.2.5	<p>Clause 22.2.5 has been amended:</p> <p>22.2.5. Where required, the Contractor must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding claim must be submitted as detailed in the guidance at Individualised Learner Record (ILR) technical documents, guidance and requirements. The Contractor must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. Where the Contractor identifies errors in the EAS (other than as a result of an audit in accordance with Clauses 29.1.8 and 29.1.9), the EAS should be used to repay Funding claimed in error by the Contractor. The Contractor must claim or repay funding via the EAS as set out in the EAS guidance: Earnings adjustment statement (EAS) - GOV.UK as updated and amended from time to time. Any claim or repayment of Funding should take place in the relevant Funding Year and, in any event, no later than 3 months from the end of the relevant Funding Year.</p>	22 SUBMISSION OF LEARNER DATA
Clause 24.2.8	<p>Clause 24.2.8 has been amended:</p> <p>24.2.8. The Department reserves the right to publish details of this Contract and the payments made under it to comply with the Government’s transparency requirements. The Department will publish the outcomes of investigations where fraud, irregularity or error has been identified, in line with the DfE investigation publishing policy - GOV.UK.</p>	24 FREEDOM OF INFORMATION AND CONFIDENTIALITY
Clause 29.1.1	<p>Clause 29.1.1 has been amended:</p> <p>29.1.1. In consideration of the Services to be provided by the Contractor, the Department agrees to pay the Contractor the amounts set out in the Funding Offer Letter on condition that the Contractor delivers the Services in accordance with these Terms and Conditions.</p>	29 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clause 29.1.4	<p>Clause 29.1.4 has been amended:</p> <p>29.1.4. The Contractor shall comply with the requirements of, and have regard to the guidance in, the latest version of the Financial handbook for independent training providers - GOV.UK (the 'Financial Handbook') unless the Contractor is a provider which is outside the scope of the Financial Handbook as set out in Annex A of the Financial Handbook.</p>	29 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
<p>Clauses 29.1.8 and 29.1.9</p>	<p>Clauses 29.1.8 and 29.1.9 have been amended:</p> <p>29.1.8. Where the Department identifies errors in the data that the Contractor is required to provide under this Contract to support the payment of Funding, the Department reserves the right at its absolute discretion to require the Contractor at the Contractor's cost to procure an independent audit or assurance review of all or part of the Services as required and by a deadline specified by the Department and/or to require the Contractor to repay Funding equivalent to the full amount of the Funding that has been wrongly claimed or paid. If only a sample of the Services has been audited, the Department reserves the right to calculate an error rate based on the said sample and claim repayment from the Contractor of an extrapolated amount based on the error rate identified and the total value of the Funding paid to the Contractor under this Contract. The independent auditor will be specified by the Department.</p> <p>29.1.9. Without prejudice to any other provisions in this Contract, at the Department's discretion, such amounts as are identified as being recoverable under Clause 29.1.8, may be recovered by the Contractor making corrective adjustments to its ILR data, or, where this is not possible, by the Department making deductions from future payments due to the Contractor. Where data adjustments or set off against future payments is not possible, the Department may submit an invoice to the Contractor for payment of the amounts identified for repayment under Clause 29.1.8. Failure to settle such amounts by the Contractor will constitute a breach of contract. The decision of the Department as to the amount of recovery under this Clause 29.1 (Payment, Funding and Audit provisions) is final.</p>	<p>29 PAYMENT, FUNDING AND AUDIT</p>
<p>Clause 29.1.11</p>	<p>Clause 29.1.11 has been amended:</p> <p>29.1.11. All payments of Funding by the Department will be made via BACS.</p>	<p>29 PAYMENT, FUNDING AND AUDIT</p>

Section	Change	Clause Reference
Clause 36.2	<p>Clause 36.2 has been amended:</p> <p>36.2. The Contractor 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 would put the Contractor in breach of the Law. If that is the case the Contractor will inform the Department of the change in its registered name within 10 Working Days of it becoming lawful to do so.</p>	36 CHANGE OF CONTROL AND CHANGE IN NAME
Clauses 37.1 to 37.4	<p>Clauses 37.1 and 37.2 have been deleted and replaced with new Clauses 37.1 and 37.2. Clause 37.3 has been added. Clause 37.4 has been amended:</p> <p>37.1. The Contractor shall not, and shall ensure that its employees and any Contractor Related Party shall not, commit any Prohibited Act.</p> <p>37.2. Any Prohibited Act committed by the Contractor, its employees or by any Contractor Related Party shall entitle the Department to terminate this Contract pursuant to Clause 39.3.16 (Termination) and to recover from the Contractor the amount of any loss resulting from such termination.</p> <p>37.3. The Contractor shall not enter into any agreement with any political or religious organisation using any Funding under this Contract if any one of the objectives of that agreement is to promote a particular political or religious point of view.</p> <p>37.4. The Contractor must not use any Funding provided by the Department under this Contract for any of the purposes set out in paragraph 22 of 6: Grant Agreements (HTML) - GOV.UK regardless of whether the Funding consists of a general grant or any other type of grant. For the avoidance of doubt, the Contractor's costs of memberships for their Associations are deemed eligible under the terms of the Contract.</p>	37 PROHIBITED ACTS
Clause 39	Clause 39 has been reordered and redrafted for clarity. The termination provisions remain unchanged.	39 TERMINATION

Section	Change	Clause Reference
Clause 40.3	<p>Clause 40.3 has been amended:</p> <p>40.3. The Department reserves the right to retain Funding that would otherwise be paid to the Contractor prior to the Expiry Date or Termination Date and/or to demand repayment of Funding, as relevant, in order to reconcile what has already been paid to the Contractor under the Funding Offer Letter with the amount the Contractor is entitled to under this Contract (including the Funding Rules).</p>	40 CONSEQUENCES OF TERMINATION AND EXPIRY
“16 to 19 Education”	<p>Definition has been added:</p> <p>means 16 to 19 further and higher education pursuant to s14 Education Act 2002 and s100(1B) of the Apprenticeships, Skills Children and Learning Act 2009;</p>	SCHEDULE 1: DEFINITIONS
“Adult Skills”	<p>Definition has been added:</p> <p>means adult skills (pursuant to s100(1) Apprenticeships, Skills, Children, and Learning Act 2009);</p>	SCHEDULE 1: DEFINITIONS
“Advanced Learner Loans”	<p>Definition has been added:</p> <p>means advanced learner loans pursuant to the Teaching & Higher Education Act 1998 and the Further Education Loans Regulations 2012;</p>	SCHEDULE 1: DEFINITIONS
“Agreement Date”	<p>Definition has been amended:</p> <p>the date of the Funding Offer Letter;</p>	SCHEDULE 1: DEFINITIONS
“Apprenticeship”	<p>Definition has been amended:</p> <p>means the training and (where applicable) apprenticeship assessment for an employee as part of a job with an accompanying skills development programme;</p>	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
<p>“Apprenticeship Provider and Assessment Register”</p> <p>“APAR”</p>	<p>Definition has been amended to remove the reference to “and/or can undertake end-point assessments”:</p> <p>means the Apprenticeship Provider and Assessment Register (APAR) which is a record of organisations that are eligible to receive government funding to train apprentices or any register which replaces the APAR;</p>	<p>SCHEDULE 1: DEFINITIONS</p>
<p>“Contract”</p>	<p>Definition has been amended:</p> <p>means the contract between the Department and the Contractor governing the Funding paid to a Contractor for its performance of the Services, comprising of the Funding Offer Letter, these Terms and Conditions, any other documents (or parts thereof) specified in the Terms and Conditions, and any variations to the Contract agreed in writing and signed by both Parties;</p>	<p>SCHEDULE 1: DEFINITIONS</p>
<p>“Expiry Date”</p>	<p>Definition has been amended:</p> <p>means 31 October 2027;</p>	<p>SCHEDULE 1: DEFINITIONS</p>
<p>“Funding Agreement”</p>	<p>Definition has been amended:</p> <p>means a Funding Stream;</p>	<p>SCHEDULE 1: DEFINITIONS</p>
<p>“Funding Offer Letter”</p>	<p>Definition has been added:</p> <p>the signed and dated letter from the Department to the Contractor confirming the award of the Funding;</p>	<p>SCHEDULE 1: DEFINITIONS</p>
<p>“Funding Period”</p>	<p>Definition has been amended in full:</p> <p>has the meaning given to it in the Funding Offer Letter;</p>	<p>SCHEDULE 1: DEFINITIONS</p>

Section	Change	Clause Reference
"Funding Stream"	Definition has been amended: means the stream of Funding for an element of the Services , as set out in Annex A (Summary of Funding and Funding Agreement(s)) of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
"Procurement Law"	Definition has been amended to remove the reference to "the Public Contract Regulations 2015": means the Procurement Act 2023;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Prohibited Acts"	<p>Definition has been amended in full: means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:</p> <ul style="list-style-type: none"> i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Crown; or ii. showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown; <p>(b) entering into this Contract or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Department;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> i. under the Bribery Act; ii. under the Economic Crime and Corporate Transparency Act 2023; iii. under legislation creating offences in respect of fraudulent acts; or iv. at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Crown; or v. defrauding or attempting to defraud or conspiring to defraud the Crown. 	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Services"	<p>Definition has been amended: means the services to be provided by a Contractor which may compromise of:</p> <ul style="list-style-type: none"> (i) 16 to 19 Education; and/or (ii) Advanced Learner Loans; and/or (iii) Adult Skills; and/or (iv) Apprenticeships; and/or (v) Additional Services, <p>as determined in a Contractor's Funding Offer Letter.</p>	SCHEDULE 1: DEFINITIONS
"Terms and Conditions"	<p>Definition has been added: means Clauses 1 to 56 and Schedule 1 (Definitions), Schedule 2 (Specification & Monitoring), Schedule 3 (Payment), Schedule 4 (Change Control Procedure), Schedule 5 (Contractor's Response/Proposals), Schedule 6 (TUPE), Schedule 7 (UK GDPR/Data Protection), Schedule 8 (Security & Department Policies), Schedule 9 (Exit Arrangements), Schedule 10 (Subcontracting);</p>	SCHEDULE 1: DEFINITIONS
Paragraph 1.28	<p>Paragraph 1.28 has been amended: 1.28. If the aggregate total of all Subcontractors delivering the Services that are funded on the Contractor's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Contractor must meet the requirements detailed in DfE subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DWP Adult Skills Fund and 16 to 19 provision subcontracted by the Contractor.</p>	SCHEDULE 10: SUBCONTRACTING

Conditions of funding (grant) (higher education institutions)

Section	Change	Clause Reference
Pages 1 and 2	Pages 1 and 2 of the Agreement have been replaced with a revised cover page.	Cover Page
PART 1: TERMS AND CONDITIONS	“PART 1: TERMS AND CONDITIONS” has been renamed “PART 1: DEFINITIONS AND INTERPRETATION ”	PART 1: DEFINITIONS AND INTERPRETATION
Clause 1.1	Clause 1.1 has been added: 1.1. These Terms and Conditions, together with a Funding Offer Letter, govern the Funding paid to a Provider for its performance of the Services.	PART 1: DEFINITIONS AND INTERPRETATION
Clause 1.4	Clause 1.4, together with all Sub-Clauses, has been amended and renumbered to reflect the new clause structure: 1.5. Precedence of Documentation 1.5.1. In the event of any inconsistency between the provisions of the Funding Offer Letter, Clauses 1 to 49 and the Schedules, or between any of the Schedules, the conflict will be resolved according to the following descending order of priority: (a) Funding Offer Letter; (b) Clauses 1 to 49; (c) Schedule 1 (Definitions); (d) Schedule 2 (Specification & Monitoring); (e) Schedule 3 (Payment); (f) the remaining Schedules. 1.5.2. For the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules and/or any policy that is referred to in this Agreement, this Agreement will take precedence.	PART 1: DEFINITIONS AND INTERPRETATION

Section	Change	Clause Reference
Clause 2.1	<p>Clause 2.1 has been amended, and Sub-Clauses 2.1.1 and 2.1.2 have been deleted:</p> <p>2.1. The Agreement will commence on the Agreement Date and expire on the Expiry Date, unless terminated earlier in accordance with these Terms and Conditions.</p>	2 COMMENCEMENT AND DURATION
Clauses 3.1 and 3.2	<p>Clauses 3.1 and 3.2 have been amended:</p> <p>3.1. The Services to be delivered under this Agreement are those as set out in the Funding Offer Letter. The detailed requirements in respect of the Services are also set out in the Funding Rules as amended from time to time by the Department and which form part of these Terms and Conditions.</p> <p>3.2. The Provider must deliver the Services in accordance with this Agreement including Schedule 2 (Specification & Monitoring), the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of these Terms and Conditions as if they were set out within it.</p>	3 SERVICE DELIVERY
Clause 4.1.1	<p>Clause 4.1.1 has been amended:</p> <p>4.1.1. Subject to these Terms and Conditions, the Department agrees to pay the Provider the amounts of Funding set out in the Funding Offer Letter.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clauses 4.1.5 and 4.1.6	<p>Clauses 4.1.5 and 4.1.6 have been amended:</p> <p>4.1.5. Where the Department identifies errors in the data that the 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 Provider at the Provider's cost to procure an independent audit or assurance review of all or part of the Services as required and by a deadline specified by the Department and/or to require the Provider to repay Funding equivalent to the full amount of the Funding that has been wrongly claimed or paid. If only a sample of the Services has been audited, the Department reserves the right to calculate an error rate based on the said sample and claim repayment from the Provider of an extrapolated amount based on the error rate identified and the total value of the Funding paid to the Provider under this Agreement. The independent auditor will be specified by the Department.</p> <p>4.1.6. Without prejudice to any other provisions in this Agreement, at the Department's discretion, such amounts as are identified as being recoverable under Clause 4.1.5, may be recovered by the 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 Provider. Where data adjustments or set off against future payments is not possible, the Department may submit an invoice to the Provider for payment of the amounts identified for repayment under Clause 4.1.5. Failure to settle such amounts by the Provider will constitute a breach of agreement. The decision of the Department as to the amount of recovery under this Clause 4.1 (Payment, Funding and Audit provisions) is final.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clause 4.1.11	<p>Clause 4.1.11 has been amended:</p> <p>4.1.11. The Department will consider any representations made by the Provider in accordance with Clause 4.1.10 and issue the Provider with written notification of its final decision including the amount of overpayment of Funding to be repaid, the date when the Department will recover the Funding and the method of recovery. The Department will also set out the basis on which it has made its decision and shall include an amended Funding Offer Letter setting out the corrected Funding allocation.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 4.1.13	<p>Clause 4.1.13 has been amended:</p> <p>4.1.13. All payments of Funding by the Department will be made via BACS.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 5.2.2	<p>Clause 5.2.2 has been amended:</p> <p>5.2.2. The Provider must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Provider must report all changes by the final collection of the Funding Year. Failure to report withdrawals by this time will result in the recovery of Funding. Continuing failure to comply with this Clause 5.2.2 may result in the withholding of Funding or the suspension of or termination of this Agreement in accordance with Clause 32 (Withholding, Suspension and Repayment of Funding) or Clause 33.3.17 (Termination).</p>	5 SUBMISSION OF LEARNER DATA

Section	Change	Clause Reference
Clause 5.2.5	<p>Clause 5.2.5 has been amended:</p> <p>5.2.5. Where required, the Provider must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements. The Provider must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. Where the Provider identifies errors in the EAS (other than as a result of an audit in accordance with Clauses 4.1.5 and 4.1.6), the EAS should be used to repay Funding claimed in error by the Provider. The Provider must claim or repay funding via the EAS as set out in the EAS guidance: Earnings adjustment statement (EAS) - GOV.UK as updated and amended from time to time. Any claim or repayment of Funding should take place in the relevant Funding Year and, in any event, no later than 3 months from the end of the relevant Funding Year.</p>	5 SUBMISSION OF LEARNER DATA
Clause 18.4.6	<p>Clause 18.4.6 has been amended to update the final paragraph in the “Relevant Factors” column:</p> <p>“The nature and extent of such action will depend on the number and significance of the Evaluation Areas assessed as Insufficient Progress.”</p>	18 INSPECTIONS

Section	Change	Clause Reference
Clauses 18.6 and 18.7	<p>Clauses 18.6 and 18.7 have been amended:</p> <p>18.6. The failure of the Provider, as assessed by the Department, to comply with Clause 18.2.6 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) 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 the Agreement pursuant to Clause 33.3.9 (Termination).</p> <p>18.7. The failure of the Provider, as assessed by the Department, to comply with Clause 18.2.5 (requirement to suspend the recruitment of Learners to, and/or cap any growth in, the Services) 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 the Agreement pursuant to Clause 33.3.10 (Termination).</p>	18 INSPECTIONS
Clause 26.2.8	<p>Clause 26.2.8 has been amended:</p> <p>26.2.8. 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. The Department will publish the outcomes of investigations where fraud, irregularity or error has been identified, in line with the DfE investigation publishing policy - GOV.UK.</p>	26 FREEDOM OF INFORMATION AND CONFIDENTIALITY

Section	Change	Clause Reference
Clauses 31.1 to 31.4	<p>Clauses 31.1 and 31.2 have been deleted and replaced with new Clauses 31.1 and 31.2. Clause 31.3 has been added. Clause 31.4 has been amended:</p> <p>31.1. The Provider shall not, and shall ensure that its employees and any Provider Related Party shall not, commit any Prohibited Act.</p> <p>31.2. Any Prohibited Act committed by the Provider, its employees or by any Provider Related Party shall entitle the Department to terminate this Agreement pursuant to Clause 33.3.15 (Termination) and to recover from the Provider the amount of any loss resulting from such termination.</p> <p>31.3. The 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.</p> <p>31.4. The Provider must not use any Funding provided by the Department under this Agreement for any of the purposes set out in paragraph 22 of 6: Grant Agreements (HTML) - GOV.UK regardless of whether the Funding consists of a general grant or any other type of grant. For the avoidance of doubt, the Provider’s costs of memberships for their Associations are deemed eligible under the terms of the Agreement.</p>	31 PROHIBITED ACTS
Clause 33	Clause 33 has been reordered and redrafted for clarity. The termination provisions remain unchanged.	33 TERMINATION

Section	Change	Clause Reference
Clause 34.3	<p>Clause 34.3 has been amended:</p> <p>34.3. The Department reserves the right to retain Funding that would otherwise be paid to the Provider prior to the Expiry Date or Termination Date and/or to demand repayment of Funding, as relevant, in order to reconcile what has already been paid to the Provider under the Funding Offer Letter with the amount the Provider is entitled to under this Agreement (including the Funding Rules).</p>	34 CONSEQUENCES OF TERMINATION AND EXPIRY
"16 to 19 Education"	<p>Definition has been added:</p> <p>means 16 to 19 further and higher education pursuant to s14 Education Act 2002 and s100(1B) of the Apprenticeships, Skills Children and Learning Act 2009;</p>	SCHEDULE 1: DEFINITIONS
"Adult Skills"	<p>Definition has been added:</p> <p>means adult skills (pursuant to s100(1) Apprenticeships, Skills, Children, and Learning Act 2009);</p>	SCHEDULE 1: DEFINITIONS
"Advanced Learner Loans"	<p>Definition has been added:</p> <p>means advanced learner loans pursuant to the Teaching & Higher Education Act 1998 and the Further Education Loans Regulations 2012;</p>	SCHEDULE 1: DEFINITIONS
"Agreement"	<p>Definition has been amended:</p> <p>means the agreement between the Department and the Provider governing the Funding paid to a Provider for its performance of the Services, comprising of the Funding Offer Letter, these Terms and Conditions, any other documents (or parts thereof) specified in the Terms and Conditions, and any variations to the Agreement agreed in writing and signed by both Parties;</p>	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
“Agreement Date”	Definition has been amended: the date of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
“Apprenticeship”	Definition has been amended: means the training and (where applicable) apprenticeship assessment for an employee as part of a job with an accompanying skills development programme;	SCHEDULE 1: DEFINITIONS
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended to remove the reference to “and/or can undertake end-point assessments”: 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 ;	SCHEDULE 1: DEFINITIONS
“Expiry Date”	Definition has been amended: means 31 October 2027 ;	SCHEDULE 1: DEFINITIONS
“Funding Agreement”	Definition has been amended: means a Funding Stream ;	SCHEDULE 1: DEFINITIONS
“Funding Offer Letter”	Definition has been added: the signed and dated letter from the Department to the Provider confirming the award of the Funding;	SCHEDULE 1: DEFINITIONS
“Funding Period”	Definition has been amended in full: has the meaning given to it in the Funding Offer Letter;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Funding Stream"	Definition has been amended: means the stream of Funding for an element of the Services , as set out in Annex A (Summary of Funding and Funding Agreement(s)) of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
"Procurement Law"	Definition has been amended to remove the reference to "the Public Contract Regulations 2015": means the Procurement Act 2023;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Prohibited Acts"	<p>Definition has been amended in full: means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:</p> <ul style="list-style-type: none"> 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 ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown; <p>(b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Provider or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Department;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> i. under the Bribery Act; ii. under the Economic Crime and Corporate Transparency Act 2023; iii. under legislation creating offences in respect of fraudulent acts; or iv. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or v. defrauding or attempting to defraud or conspiring to defraud the Crown. 	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
“Protective Measures”	<p>Definition has been amended:</p> <p>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 outlined in these Terms and Conditions;</p>	SCHEDULE 1: DEFINITIONS
“Services”	<p>Definition has been amended:</p> <p>means the services to be provided by a Provider which may comprise of:</p> <ul style="list-style-type: none"> (i) 16 to 19 Education; and/or (ii) Advanced Learner Loans; and/or (iii) Adult Skills; and/or (iv) Apprenticeships; and/or (v) Additional Services, <p>as determined in a Provider's Funding Offer Letter.</p>	SCHEDULE 1: DEFINITIONS
“Terms and Conditions”	<p>Definition has been added:</p> <p>means Clauses 1 to 49 and Schedule 1 (Definitions), Schedule 2 (Specification & Monitoring), Schedule 3 (Payment), Schedule 4 (UK GDPR/Data Protection), Schedule 5 (Security & Department Policies), Schedule 6 (Exit Arrangements), Schedule 7 (Subcontracting);</p>	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
Paragraph 1.29	<p>Paragraph 1.29 has been amended:</p> <p>1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in DfE subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DWP Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	SCHEDULE 7: SUBCONTRACTING

Conditions of funding (grant) (local authorities)

Section	Change	Clause Reference
Pages 1 and 2	Pages 1 and 2 of the Agreement have been replaced with a revised cover page.	Cover Page
PART 1: TERMS AND CONDITIONS	“PART 1: TERMS AND CONDITIONS” has been renamed “PART 1: DEFINITIONS AND INTERPRETATION ”	PART 1: DEFINITIONS AND INTERPRETATION
Clause 1.1	<p>Clause 1.1 has been added:</p> <p>1.1. These Terms and Conditions, together with a Funding Offer Letter, govern the Funding paid to a Provider for its performance of the Services.</p>	PART 1: DEFINITIONS AND INTERPRETATION
Clause 1.4	<p>Clause 1.4, together with all Sub-Clauses, has been amended and renumbered to reflect the new clause structure:</p> <p>1.5. Precedence of Documentation</p> <p>1.5.1. In the event of any inconsistency between the provisions of the Funding Offer Letter, Clauses 1 to 49 and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following descending order of priority:</p> <ul style="list-style-type: none"> (a) Funding Offer Letter; (b) Clauses 1 to 49; (c) Schedule 1 (Definitions); (d) Schedule 2 (Specification & Monitoring); (e) Schedule 3 (Payment); (f) the remaining Schedules. <p>1.5.2. For the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules and/or any policy that is referred to in this Agreement, this Agreement will take precedence.</p>	PART 1: DEFINITIONS AND INTERPRETATION

Section	Change	Clause Reference
Clause 2.1	<p>Clause 2.1 has been amended, and Sub-Clauses 2.1.1 and 2.1.2 have been deleted:</p> <p>2.1. The Agreement will commence on the Agreement Date and expire on the Expiry Date, unless terminated earlier in accordance with these Terms and Conditions.</p>	2 COMMENCEMENT AND DURATION
Clauses 3.1 and 3.2	<p>Clauses 3.1 and 3.2 have been amended:</p> <p>3.1. The Services to be delivered under this Agreement are those as set out in the Funding Offer Letter. The detailed requirements in respect of the Services are also set out in the Funding Rules as amended from time to time by the Department and which form part of these Terms and Conditions.</p> <p>3.2. The Provider must deliver the Services in accordance with this Agreement including Schedule 2 (Specification & Monitoring), the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of these Terms and Conditions as if they were set out within it.</p>	3 SERVICE DELIVERY
Clause 4.1.1	<p>Clause 4.1.1 has been amended:</p> <p>4.1.1. Subject to these Terms and Conditions, the Department agrees to pay the Provider the amounts of Funding set out in the Funding Offer Letter.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clauses 4.1.5 and 4.1.6	<p>Clauses 4.1.5 and 4.1.6 have been amended:</p> <p>4.1.5. Where the Department identifies errors in the data that the 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 Provider at the Provider’s cost to procure an independent audit or assurance review of all or part of the Services as required and by a deadline specified by the Department and/or to require the Provider to repay Funding equivalent to the full amount of the Funding that has been wrongly claimed or paid. If only a sample of the Services has been audited, the Department reserves the right to calculate an error rate based on the said sample and claim repayment from the Provider of an extrapolated amount based on the error rate identified and the total value of the Funding paid to the Provider under this Agreement. The independent auditor will be specified by the Department.</p> <p>4.1.6. Without prejudice to any other provisions in this Agreement, at the Department’s discretion, such amounts as are identified as being recoverable under Clause 4.1.5, may be recovered by the 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 Provider. Where data adjustments or set off against future payments is not possible, the Department may submit an invoice to the Provider for payment of the amounts identified for repayment under Clause 4.1.5. Failure to settle such amounts by the Provider will constitute a breach of agreement. The decision of the Department as to the amount of recovery under this Clause 4.1 (Payment, Funding and Audit provisions) is final.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clause 4.1.11	<p>Clause 4.1.11 has been amended:</p> <p>4.1.11. The Department will consider any representations made by the Provider in accordance with Clause 4.1.10 and issue the Provider with written notification of its final decision including the amount of overpayment of Funding to be repaid, the date when the Department will recover the Funding and the method of recovery. The Department will also set out the basis on which it has made its decision and shall include an amended Funding Offer Letter setting out the corrected Funding allocation.</p>	4 PAYMENT, FUNDING AND AUDIT
Clauses 4.1.13	<p>Clause 4.1.13 has been amended:</p> <p>4.1.13. All payments of Funding by the Department will be made via BACS.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 5.3.2	<p>Clause 5.3.2 has been amended:</p> <p>5.3.2. The Provider must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Provider must report all changes by the final collection of the Funding Year. Failure to report withdrawals by this time will result in the recovery of Funding. Continuing failure to comply with this Clause 5.3.2 may result in the withholding of Funding or the suspension of or termination of this Agreement in accordance with Clause 32 (Withholding, Suspension and Repayment of Funding) or Clause 33.3.16 (Termination).</p>	5 SUBMISSION OF LEARNER DATA

Section	Change	Clause Reference
Clause 5.3.5	<p>Clause 5.3.5 has been amended:</p> <p>5.3.5. Where required, the Provider must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements. The Provider must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. Where the Provider identifies errors in the EAS (other than as a result of an audit in accordance with Clauses 4.1.5 and 4.1.6), the EAS should be used to repay Funding claimed in error by the Agreement. The Provider must claim or repay funding via the EAS as set out in the EAS guidance: Earnings adjustment statement (EAS) - GOV.UK as updated and amended from time to time. Any claim or repayment of Funding should take place in the relevant Funding Year and, in any event, no later than 3 months from the end of the relevant Funding Year.</p>	5 SUBMISSION OF LEARNER DATA
Clause 18.5.6	<p>Clause 18.5.6 has been amended to update the final paragraph in the “Relevant Factors” column:</p> <p>“The nature and extent of such action will depend on the number and significance of the Evaluation Areas assessed as Insufficient Progress.”</p>	18 INSPECTIONS

Section	Change	Clause Reference
Clauses 18.7 and 18.8	<p>Clauses 18.7 and 18.8. have been amended:</p> <p>18.7. The failure of the Provider, as assessed by the Department, to comply with Clause 18.3.6 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) 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 the Agreement pursuant to Clause 33.3.9 (Termination).</p> <p>18.8. The failure of the Provider, as assessed by the Department, to comply with Clause 18.3.5 (requirement to suspend the recruitment of Learners to, and/or cap any growth in, the Services) 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 the Agreement pursuant to Clause 33.3.10 (Termination).</p>	18 INSPECTIONS
Clause 26.2.8	<p>Clause 26.2.8 has been amended:</p> <p>26.2.8. 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. The Department will publish the outcomes of investigations where fraud, irregularity or error has been identified, in line with the DfE investigation publishing policy - GOV.UK.</p>	26 FREEDOM OF INFORMATION AND CONFIDENTIALITY

Section	Change	Clause Reference
Clauses 31.1 to 31.4	<p>Clauses 31.1 and 31.2 have been deleted and replaced with new Clauses 31.1 and 31.2. Clause 31.3 has been added. Clause 31.4 has been amended:</p> <p>31.1. The Provider shall not, and shall ensure that its employees and any Provider Related Party shall not, commit any Prohibited Act.</p> <p>31.2. Any Prohibited Act committed by the Provider, its employees or by any Provider Related Party shall entitle the Department to terminate this Agreement pursuant to Clause 33.3.14 (Termination) and to recover from the Provider the amount of any loss resulting from such termination.</p> <p>31.3. The 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.</p> <p>31.3. The Provider must not use any Funding provided by the Department under this Agreement for any of the purposes set out in paragraph 22 of 6: Grant Agreements (HTML) - GOV.UK <u>regardless of whether the Funding consists of a general grant or any other type of grant</u>. For the avoidance of doubt, the Provider's costs of memberships for their Associations are deemed eligible under the terms of the Agreement.</p>	31 PROHIBITED ACTS
Clause 33	Clause 33 has been reordered and redrafted for clarity. The termination provisions remain unchanged.	33 TERMINATION

Section	Change	Clause Reference
Clause 34.3	<p>Clause 34.3 has been amended:</p> <p>34.3. The Department reserves the right to retain Funding that would otherwise be paid to the Provider prior to the Expiry Date or Termination Date and/or to demand repayment of Funding, as relevant, in order to reconcile what has already been paid to the Provider under the Funding Offer Letter with the amount the Provider is entitled to under this Agreement (including the Funding Rules).</p>	34 CONSEQUENCES OF TERMINATION AND EXPIRY
"16 to 19 Education"	<p>Definition has been added:</p> <p>means 16 to 19 further and higher education pursuant to s14 Education Act 2002 and s100(1B) of the Apprenticeships, Skills Children and Learning Act 2009;</p>	SCHEDULE 1: DEFINITIONS
"Adult Skills"	<p>Definition has been added:</p> <p>means adult skills (pursuant to s100(1) Apprenticeships, Skills, Children, and Learning Act 2009);</p>	SCHEDULE 1: DEFINITIONS
"Advanced Learner Loans"	<p>Definition has been added:</p> <p>means advanced learner loans pursuant to the Teaching & Higher Education Act 1998 and the Further Education Loans Regulations 2012;</p>	SCHEDULE 1: DEFINITIONS
"Agreement"	<p>Definition has been amended:</p> <p>means the agreement between the Department and the Provider governing the Funding paid to a Provider for its performance of the Services, comprising of the Funding Offer Letter, these Terms and Conditions, any other documents (or parts thereof) specified in the Terms and Conditions, and any variations to the Agreement agreed in writing and signed by both Parties;</p>	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
“Agreement Date”	Definition has been amended: the date of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
“Apprenticeship”	Definition has been amended: means the training and (where applicable) apprenticeship assessment for an employee as part of a job with an accompanying skills development programme;	SCHEDULE 1: DEFINITIONS
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended to remove the reference to “and/or can undertake end-point assessments”: 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 APAR;	SCHEDULE 1: DEFINITIONS
“Expiry Date”	Definition has been amended: means 31 October 2027 ;	SCHEDULE 1: DEFINITIONS
“Funding Agreement”	Definition has been amended: means a Funding Stream ;	SCHEDULE 1: DEFINITIONS
“Funding Offer Letter”	Definition has been added: the signed and dated letter from the Department to the Provider confirming the award of the Funding;	SCHEDULE 1: DEFINITIONS
“Funding Period”	Definition has been amended in full: has the meaning given to it in the Funding Offer Letter;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Funding Stream"	Definition has been amended: means the stream of Funding for an element of the Services , as set out in Annex A (Summary of Funding and Funding Agreements(s)) of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
"Procurement Law"	Definition has been amended to remove the reference to "the Public Contract Regulations 2015": means the Procurement Act 2023;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Prohibited Acts"	<p>Definition has been amended in full: means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:</p> <ul style="list-style-type: none"> 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 ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown; <p>(b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Provider or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Department;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> i. under the Bribery Act; ii. under the Economic Crime and Corporate Transparency Act 2023; iii. under legislation creating offences in respect of fraudulent acts; or iv. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or v. defrauding or attempting to defraud or conspiring to defraud the Crown; 	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
“Protective Measures”	Definition has been amended: 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 outlined in these Terms and Conditions ;	SCHEDULE 1: DEFINITIONS
“Services”	Definition has been amended: means the services to be provided by a Provider which may compromise of: (i) 16 to 19 Education; and/or (ii) Advanced Learner Loans; and/or (iii) Adult Skills; and/or (iv) Apprenticeships; and/or (v) Additional Services, as determined in a Provider's Funding Offer Letter;	SCHEDULE 1: DEFINITIONS
“Terms and Conditions”	Definition has been added: means Clauses 1 to 49 and Schedule 1 (Definitions), Schedule 2 (Specification & Monitoring), Schedule 3 (Payment), Schedule 4 (UK GDPR/Data Protection), Schedule 5 (Security & Department Policies), Schedule 6 (Exit Arrangements), Schedule 7 (Subcontracting);	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
Paragraph 1.29	<p>Paragraph 1.29 has been amended:</p> <p>1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in DfE subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DWP Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	<p>SCHEDULE 7: SUBCONTRACTING</p>

Conditions of funding (grant) (trusts)

Section	Change	Clause Reference
Pages 1 and 2	Pages 1 and 2 of the Agreement have been replaced with a revised cover page.	Cover Page
PART 1: TERMS AND CONDITIONS	“PART 1: TERMS AND CONDITIONS” has been renamed “PART 1: DEFINITIONS AND INTERPRETATION ”	PART 1: DEFINITIONS AND INTERPRETATION
Clause 1.1	<p>Clause 1.1 has been added:</p> <p>1.1. These Terms and Conditions, together with a Funding Offer Letter, govern the Funding paid to a Provider for its performance of the Services.</p>	PART 1: DEFINITIONS AND INTERPRETATION
Clause 1.4	<p>Clause 1.4, together with all Sub-Clauses, has been amended and renumbered to reflect the new clause structure:</p> <p>1.5. Precedence of Documentation</p> <p>1.5.1. In the event of any inconsistency between the provisions of the Funding Offer Letter, Clauses 1 to 49 and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following descending order of priority:</p> <ul style="list-style-type: none"> (a) Funding Offer Letter; (b) Clauses 1 to 49; (c) Schedule 1 (Definitions); (d) Schedule 2 (Specification & Monitoring); (e) Schedule 3 (Payment); (f) the remaining Schedules. <p>1.5.2. For the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules and/or any policy that is referred to in this Agreement, this Agreement will take precedence.</p>	PART 1: DEFINITIONS AND INTERPRETATION

Section	Change	Clause Reference
Clause 2.1	<p>Clause 2.1 has been amended and Clauses 2.1.1 and 2.1.2 have been deleted:</p> <p>2.1. The Agreement will commence on the Agreement Date and expire on the Expiry Date, unless terminated earlier in accordance with these Terms and Conditions.</p>	2 COMMENCEMENT AND DURATION
Clauses 3.1 and 3.2	<p>Clauses 3.1 and 3.2 have been amended:</p> <p>3.1. The Services to be delivered under this Agreement are those as set out in the Funding Offer Letter. The detailed requirements in respect of the Services are also set out in the Funding Rules as amended from time to time by the Department and which form part of these Terms and Conditions.</p> <p>3.2. The Provider must deliver the Services in accordance with this Agreement including Schedule 2 (Specification & Monitoring), the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of these Terms and Conditions as if they were set out within it.</p>	3 SERVICE DELIVERY
Clause 4.1.1	<p>Clause 4.1.1 has been amended:</p> <p>4.1.1. Subject to these Terms and Conditions, the Department agrees to pay the Provider the amounts of Funding set out in the Funding Offer Letter.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clauses 4.1.5 and 4.1.6	<p>Clause 4.1.5 and 4.1.6 have been amended:</p> <p>4.1.5. Where the Department identifies errors in the data that the 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 Provider at the Provider's cost to procure an independent audit or assurance review of all or part of the Services as required and by a deadline specified by the Department and/or to require the Provider to repay Funding equivalent to the full amount of the Funding that has been wrongly claimed or paid. If only a sample of the Services has been audited, the Department reserves the right to calculate an error rate based on the said sample and claim repayment from the Provider of an extrapolated amount based on the error rate identified and the total value of the Funding paid to the Provider under this Agreement. The independent auditor will be specified by the Department.</p> <p>4.1.6. Without prejudice to any other provisions in this Agreement, at the Department's discretion, such amounts as are identified as being recoverable under Clause 4.1.5, may be recovered by the 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 Provider. Where data adjustments or set off against future payments is not possible, the Department may submit an invoice to the Provider for payment of the amounts identified for repayment under Clause 4.1.5. Failure to settle such amounts by the Provider will constitute a breach of agreement. The decision of the Department as to the amount of recovery under this Clause 4.1 (Payment, Funding and Audit provisions) is final.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clause 4.1.11	<p>Clause 4.1.11 has been amended:</p> <p>4.1.11. The Department will consider any representations made by the Provider in accordance with Clause 4.1.10 and issue the Provider with written notification of its final decision including the amount of overpayment of Funding to be repaid, the date when the Department will recover the Funding and the method of recovery. The Department will also set out the basis on which it has made its decision and shall include an amended Funding Offer Letter setting out the corrected Funding allocation.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 4.1.13	<p>Clause 4.1.13 has been amended:</p> <p>4.1.13. All payments of Funding by the Department will be made via BACS.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 5.2.2	<p>Clause 5.2.2 has been amended:</p> <p>5.2.2. The Provider must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Provider must report all changes by the final collection of the Funding Year. Failure to report withdrawals by this time will result in the recovery of Funding. Continuing failure to comply with this Clause 5.2.2 may result in the withholding of Funding or the suspension of or termination of this Agreement in accordance with Clause 32 (Withholding, Suspension and Repayment of Funding) or Clause 33.3.16 (Termination).</p>	5 SUBMISSION OF LEARNER DATA

Section	Change	Clause Reference
Clause 5.2.5	<p>Clause 5.2.5 has been amended:</p> <p>5.2.5. Where required, the Provider must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements. The Provider must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. Where the Provider identifies errors in the EAS (other than as a result of an audit in accordance with Clauses 4.1.5 and 4.1.6), the EAS should be used to repay Funding claimed in error by the Provider. The Provider must claim or repay funding via the EAS as set out in the EAS guidance: Earnings adjustment statement (EAS) - GOV.UK as updated and amended from time to time. Any claim or repayment of Funding should take place in the relevant Funding Year and, in any event, no later than 3 months from the end of the relevant Funding Year.</p>	5 SUBMISSION OF LEARNER DATA
Clause 18.4.6	<p>Clause 18.4.6 has been amended to update the final paragraph in the “Relevant Factors” column:</p> <p>“The nature and extent of such action will depend on the number and significance of the Evaluation Areas assessed as Insufficient Progress.”</p>	18 INSPECTIONS

Section	Change	Clause Reference
Clauses 18.6 and 18.7	<p>Clauses 18.6 and 18.7 have been amended:</p> <p>18.6. The failure of the Provider, as assessed by the Department, to comply with Clause 18.2.5 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) 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 the Agreement pursuant to Clause 33.3.9 (Termination).</p> <p>18.7. The failure of the Provider, as assessed by the Department, to comply with Clause 18.2.4 (requirement to suspend the recruitment of Learners to, and/or cap any growth in, the Services) 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 the Agreement pursuant to Clause 33.3.10 (Termination).</p>	18 INSPECTIONS
Clause 26.2.8	<p>Clause 26.2.8 has been amended:</p> <p>26.2.8. 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. The Department will publish the outcomes of investigations where fraud, irregularity or error has been identified, in line with the DfE investigation publishing policy - GOV.UK.</p>	26 FREEDOM OF INFORMATION AND CONFIDENTIALITY

Section	Change	Clause Reference
Clauses 31.1 to 31.4	<p>Clauses 31.1 and 31.2 have been deleted and replaced with new Clauses 31.1 and 31.2. Clause 31.3 has been added. Clause 31.4 has been amended:</p> <p>31.1. The Provider shall not, and shall ensure that its employees and any Provider Related Party shall not, commit any Prohibited Act.</p> <p>31.2. Any Prohibited Act committed by the Provider, its employees or by any Provider Related Party shall entitle the Department to terminate this Agreement pursuant to Clause 33.3.14 (Termination) and to recover from the Provider the amount of any loss resulting from such termination.</p> <p>31.3. The 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.</p> <p>31.4. The Provider must not use any Funding provided by the Department under this Agreement for any of the purposes set out in paragraph 22 of the Cabinet Office: Guidance for General Grants 6: Grant Agreements (HTML) - GOV.UK regardless of whether the Funding consists of a general grant or any other type of grant. For the avoidance of doubt, the Provider's costs of memberships for their Associations are deemed eligible under the terms of the Agreement.</p>	31 PROHIBITED ACTS
Clause 33	Clause 33 has been reordered and redrafted for clarity. The termination provisions remain unchanged.	33 TERMINATION
Clause 34.3	<p>Clause 34.3 has been amended:</p> <p>34.3. The Department reserves the right to retain Funding that would otherwise be paid to the Provider prior to the Expiry Date or Termination Date and/or to demand repayment of Funding, as relevant, in order to reconcile what has already been paid to the Provider under the Funding Offer Letter with the amount the Provider is entitled to under this Agreement (including the Funding Rules).</p>	34 CONSEQUENCES OF TERMINATION AND EXPIRY

Section	Change	Clause Reference
"16 to 19 Education"	Definition has been added: means 16 to 19 further and higher education pursuant to s14 Education Act 2002 and s100(1B) of the Apprenticeships, Skills Children and Learning Act 2009;	SCHEDULE 1: DEFINITIONS
"Adult Skills"	Definition has been added: means adult skills (pursuant to s100(1) Apprenticeships, Skills, Children, and Learning Act 2009);	SCHEDULE 1: DEFINITIONS
"Advanced Learner Loans"	Definition has been added: means advanced learner loans pursuant to the Teaching & Higher Education Act 1998 and the Further Education Loans Regulations 2012;	SCHEDULE 1: DEFINITIONS
"Agreement"	Definition has been amended: means the agreement between the Department and the Provider governing the Funding paid to a Provider for its performance of the Services, comprising of the Funding Offer Letter, these Terms and Conditions, any other documents (or parts thereof) specified in the Terms and Conditions , and any variations to the Agreement agreed in writing and signed by both Parties;	SCHEDULE 1: DEFINITIONS
"Agreement Date"	Definition has been amended: the date of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
"Apprenticeship"	Definition has been amended: means the training and (where applicable) apprenticeship assessment for an employee as part of a job with an accompanying skills development programme;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended to remove the reference to “and/or can undertake end-point assessments”: 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 APAR;	SCHEDULE 1: DEFINITIONS
“Expiry Date”	Definition has been amended: means 31 October 2027 ;	SCHEDULE 1: DEFINITIONS
“Funding Agreement”	Definition has been amended: means a Funding Stream ;	SCHEDULE 1: DEFINITIONS
“Funding Offer Letter”	Definition has been added: the signed and dated letter from the Department to the Provider confirming the award of the Funding;	SCHEDULE 1: DEFINITIONS
“Funding Period”	Definition has been amended in full: has the meaning given to it in the Funding Offer Letter;	SCHEDULE 1: DEFINITIONS
“Funding Stream”	Definition has been amended: means the stream of Funding for an element of the Services, as set out in Annex A (Summary of Funding and Funding Agreement(s)) of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
“Procurement Law”	Definition has been amended to remove the reference to “the Public Contract Regulations 2015”: means the Procurement Act 2023;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Prohibited Acts"	<p>Definition has been amended in full:</p> <p>means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:</p> <ul style="list-style-type: none"> 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 ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown; <p>(b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Provider or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Department;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> i. under the Bribery Act; ii. under the Economic Crime and Corporate Transparency Act 2023; iii. under legislation creating offences in respect of fraudulent acts; or iv. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or v. defrauding or attempting to defraud or conspiring to defraud the Crown. 	<p>SCHEDULE 1: DEFINITIONS</p>

Section	Change	Clause Reference
“Protective Measures”	Definition has been amended: 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 outlined in these Terms and Conditions ;	SCHEDULE 1: DEFINITIONS
“Services”	Definition has been amended: means the services to be provided by a Provider which may comprise of: (i) 16 to 19 Education; and/or (ii) Advanced Learner Loans; and/or (iii) Adult Skills; and/or (iv) Apprenticeships; and/or (v) Additional Services, as determined in a Provider's Funding Offer Letter.	SCHEDULE 1: DEFINITIONS
“Terms and Conditions”	Definition has been added: means Clauses 1 to 49 and Schedule 1 (Definitions), Schedule 2 (Specification & Monitoring), Schedule 3 (Payment), Schedule 4 (UK GDPR/Data Protection), Schedule 5 (Security & Department Policies), Schedule 6 (Exit Arrangements), Schedule 7 (Subcontracting);	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
Paragraph 1.29	<p>Paragraph 1.29 has been amended:</p> <p>1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in DfE subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DWP Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	<p>SCHEDULE 7: SUBCONTRACTING</p>

Accountability agreement (colleges)

Section	Change	Clause Reference
Entire Agreement	All references to “Part 2” (Annual Accountability Statement) have been deleted.	Entire Agreement
Pages 1 and 2	Pages 1 and 2 of the Agreement have been replaced with a revised cover page.	Cover Page
SECTION 1: TERMS AND CONDITIONS	“SECTION 1: TERMS AND CONDITIONS” has been renamed “SECTION 1: DEFINITIONS AND INTERPRETATION ”	SECTION 1: DEFINITIONS AND INTERPRETATION
Clause 1.1	Clause 1.1 has been added: 1.1. These Terms and Conditions, together with a Funding Offer Letter, govern the Funding paid to a College for its performance of the Services.	SECTION 1: DEFINITIONS AND INTERPRETATION

Section	Change	Clause Reference
Clause 1.4	<p>Clause 1.4, together with all Sub-Clauses, has been amended and renumbered to reflect the new clause structure:</p> <p>1.5. Precedence of Documentation</p> <p>1.5.1. In the event of any inconsistency between the provisions of the Funding Offer Letter, Clauses 1 to 48 and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following descending order of priority:</p> <ul style="list-style-type: none"> (a) Funding Offer Letter; (b) Clauses 1 to 48; (c) Schedule 1 (Definitions); (d) Schedule 2 (Specification & Monitoring); (e) Schedule 3 (Payment); (f) the remaining Schedules. <p>1.5.2. For the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules and/or any policy that is referred to in this Agreement, this Agreement will take precedence.</p>	SECTION 1: DEFINITIONS AND INTERPRETATION
Clause 2.1	<p>Clause 2.1 has been amended, and Sub-Clauses 2.1.1 and 2.1.2 have been deleted:</p> <p>2.1. The Agreement will commence on the Agreement Date and expire on the Expiry Date, unless terminated earlier in accordance with these Terms and Conditions.</p>	2 COMMENCEMENT AND DURATION

Section	Change	Clause Reference
Clauses 3.1 and 3.2	<p>Clauses 3.1 and 3.2 have been amended:</p> <p>3.1. The Services to be delivered by the College under this Agreement are set out in the Funding Offer Letter. The detailed requirements in respect of the Services are also set out in the Funding Rules as amended from time to time by the Department and which form part of these Terms and Conditions.</p> <p>3.2. The College must deliver the Services in accordance with this Agreement including Schedule 2 (Specification & Monitoring), the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of these Terms and Conditions as if they were set out within it.</p>	3 SERVICE DELIVERY
Clauses 3.4	<p>Clause 3.4 has been amended to remove reference to “Part 2” of this Agreement:</p> <p>3.4. Without prejudice to Clause 3.2, the College will additionally deliver the Services to address local need in accordance with their Annual Accountability Statement and any specific requirements of the Department.</p>	3 SERVICE DELIVERY
Clause 4.1	<p>Clause 4.1 has been amended:</p> <p>4.1. Subject to these Terms and Conditions, the Department agrees to pay the College the amounts of Funding set out in the Funding Offer Letter.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clauses 4.1.6 and 4.1.7	<p>Clauses 4.1.6 and 4.1.7 have been amended:</p> <p>4.1.6. Where the Department identifies errors in the data that the College 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 College at the College’s cost to procure an independent audit or assurance review of all or part of the Services as required and by a deadline specified by the Department and/or to require the College to repay Funding equivalent to the full amount of the Funding that has been wrongly claimed or paid. If only a sample of the Services has been audited, the Department reserves the right to calculate an error rate based on the said sample and claim repayment from the College of an extrapolated amount based on the error rate identified and the total value of the Funding paid to the College under this Agreement. The independent auditor will be specified by the Department.</p> <p>4.1.7. Without prejudice to any other provisions in this Agreement, at the Department’s discretion, such amounts as are identified as being recoverable under Clause 4.1.6, may be recovered by the College making corrective adjustments to its ILR data, or, where this is not possible, by the Department making deductions from future payments due to the College. Where data adjustments or set off against future payments is not possible, the Department may submit an invoice to the College for payment of the amounts identified for repayment under Clause 4.1.6. Failure to settle such amounts by the College will constitute a breach of agreement. The decision of the Department as to the amount of recovery under this Clause 4.1 (Payment, Funding and Audit provisions) is final.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clause 4.1.12	<p>Clause 4.1.12 has been amended:</p> <p>4.1.12. The Department will consider any representations made by the College in accordance with Clause 4.1.11 and issue the College with written notification of its final decision including the amount of overpayment of Funding to be repaid, the date when the Department will recover the Funding and the method of recovery. The Department will also set out the basis on which it has made its decision and shall include an amended Funding Offer Letter setting out the corrected Funding allocation.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 4.1.14	<p>Clause 4.1.14 has been amended:</p> <p>4.1.14. All payments of Funding by the Department will be made via BACS.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 5.2.2	<p>Clause 5.2.2 has been amended:</p> <p>5.2.2. The College must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The College must report all changes by the final collection of the Funding Year. Failure to report withdrawals by this time will result in the recovery of Funding. Continuing failure to comply with this Clause 5.2.2 may result in the withholding of Funding or the suspension of or termination of this Agreement in accordance with Clause 31 (Withholding, Suspension and Repayment of Funding) or pursuant to Clause 32.3.16 (Termination).</p>	5 SUBMISSION OF LEARNER DATA

Section	Change	Clause Reference
Clause 5.2.5	<p>Clause 5.2.5 has been amended:</p> <p>5.2.5. Where required, the College must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements. The College must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. Where the College identifies errors in the EAS (other than as a result of an audit in accordance with Clauses 4.1.6 and 4.1.7), the EAS should be used to repay Funding claimed in error by the College. The College must claim or repay funding via the EAS as set out in the EAS guidance: Earnings adjustment statement (EAS) - GOV.UK as updated and amended from time to time. Any claim or repayment of Funding should take place in the relevant Funding Year and, in any event, no later than 3 months from the end of the relevant Funding Year.</p>	5 SUBMISSION OF LEARNER DATA
Clause 17.5.10	<p>Clause 17.5.10 has been amended:</p> <p>17.5.10. terminate this Agreement pursuant to Clause 32.3.9 (Termination).</p>	17 INTERVENTION AND IMPROVEMENT SUPPORT
Clauses 17.6	<p>Clause 17.6 has been amended:</p> <p>17.6. The failure of the College to comply with any action required of it by the Department under Clause 17.5 within such time as the Department has stipulated will be a breach of this Agreement and the Department may take such further action as it deems appropriate which may include, but is not limited to, terminating this Agreement pursuant to Clause 32.3.10 (Termination).</p>	17 INTERVENTION AND IMPROVEMENT SUPPORT

Section	Change	Clause Reference
Clause 25.2.8	<p>Clause 25.2.8 has been amended:</p> <p>25.2.8. 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. The Department will publish the outcomes of investigations where fraud, irregularity or error has been identified, in line with the DfE investigation publishing policy - GOV.UK.</p>	25 FREEDOM OF INFORMATION AND CONFIDENTIALITY
Clauses 30.1 to 30.4	<p>Clauses 30.1 and 30.2 have been deleted and replaced with new Clauses 30.1 and 30.2. Clause 30.3 has been added. Clause 30.4 has been amended:</p> <p>30.1. The College shall not, and shall ensure that its employees and any College Related Party shall not, commit any Prohibited Act.</p> <p>30.2. Any Prohibited Act committed by the College, its employees or by any College Related Party shall entitle the Department to terminate this Agreement pursuant to Clause 32.3.14 (Termination) and to recover from the College the amount of any loss resulting from such termination.</p> <p>30.3. The College 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.</p> <p>30.4. The College must not use any Funding provided by the Department under this Agreement for any of the purposes set out in paragraph 22 of 6: Grant Agreements (HTML) - GOV.UK regardless of whether the Funding consists of a general grant or any other type of grant. For the avoidance of doubt, the College’s costs of memberships for their Associations are deemed eligible under the terms of the Agreement.</p>	30 PROHIBITED ACTS
Clause 32	<p>Clause 32 has been reordered and redrafted for clarity. The termination provisions remain unchanged.</p>	32 TERMINATION

Section	Change	Clause Reference
Clause 33.3	<p>Clause 33.3 has been amended:</p> <p>33.3. The Department reserves the right to retain Funding that would otherwise be paid to the College prior to the Expiry Date or Termination Date and/or to demand repayment of Funding, as relevant, in order to reconcile what has already been paid to the College under the Funding Offer Letter with the amount the College is entitled to under this Agreement (including the Funding Rules).</p>	33 CONSEQUENCES OF TERMINATION AND EXPIRY
“16 to 19 Education”	<p>Definition has been added:</p> <p>means 16 to 19 further and higher education pursuant to s14 Education Act 2002 and s100(1B) of the Apprenticeships, Skills Children and Learning Act 2009;</p>	SCHEDULE 1: DEFINITIONS
“Adult Skills”	<p>Definition has been added:</p> <p>means adult skills (pursuant to s100(1) Apprenticeships, Skills, Children, and Learning Act 2009);</p>	SCHEDULE 1: DEFINITIONS
“Advanced Learner Loans”	<p>Definition has been added:</p> <p>means advanced learner loans pursuant to the Teaching & Higher Education Act 1998 and the Further Education Loans Regulations 2012;</p>	SCHEDULE 1: DEFINITIONS
“Agreement”	<p>Definition has been amended:</p> <p>means the agreement between the Department and the College governing the Funding paid to a College for its performance of the Services, comprising of the Funding Offer Letter, these Terms and Conditions, any other documents (or parts thereof) specified in the Terms and Conditions, and any variations to the Agreement agreed in writing and signed by both Parties;</p>	SCHEDULE 1: DEFINITIONS
“Agreement Date”	<p>Definition has been amended:</p> <p>the date of the Funding Offer Letter;</p>	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
“Annual Accountability Statement”	Definition has been added: means the annual College owned document setting out how the College will deliver provision in the year ahead in response to local, regional and national skills priorities and, where applicable, meet the requirements of the Local Needs Duty;	SCHEDULE 1: DEFINITIONS
“Apprenticeship”	Definition has been amended: means the training and (where applicable) apprenticeship assessment for an employee as part of a job with an accompanying skills development programme;	SCHEDULE 1: DEFINITIONS
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended to remove the reference to “and/or can undertake end-point assessments”: 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;	SCHEDULE 1: DEFINITIONS
“College”	Definition has been amended: means the college named as the recipient of the Funding in the Funding Offer Letter being: (1) the further education corporation (as established by s17 of the FHEA 1992), or the sixth-form college corporation (as established by s33A of the FHEA 1992), or the governing body of a designated institution (as established by s28 of the FHEA 1992); (2) in relation to a designated institution which is conducted by a company that company; and (3) the educational institution conducted by that corporation or the designated institution in receipt of the Funding.	SCHEDULE 1: DEFINITIONS
“Expiry Date”	Definition has been amended: means 31 October 2027 ;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
“FHEA 1992”	Definition has been added: means the Further and Higher Education Act 1992;	SCHEDULE 1: DEFINITIONS
“Funding Agreement”	Definition has been amended: means a Funding Stream ;	SCHEDULE 1: DEFINITIONS
“Funding Offer Letter”	Definition has been added: the signed and dated letter from the Department to the College confirming the award of the Funding;	SCHEDULE 1: DEFINITIONS
“Funding Period”	Definition has been amended in full: has the meaning given to it in the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
“Funding Stream”	Definition has been amended: means the stream of Funding for an element of the Services , as set out in Annex A (Summary of Funding and Funding Agreement(s)) of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
“Procurement Law”	Definition has been amended to remove the reference to “the Public Contract Regulations 2015”: means the Procurement Act 2023;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Prohibited Acts"	<p>Definition has been amended in full:</p> <p>means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:</p> <ul style="list-style-type: none"> 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 ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown; <p>(b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the College or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Department;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> i. under the Bribery Act; ii. under the Economic Crime and Corporate Transparency Act 2023; iii. under legislation creating offences in respect of fraudulent acts; or iv. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or v. defrauding or attempting to defraud or conspiring to defraud the Crown. 	<p>SCHEDULE 1: DEFINITIONS</p>

Section	Change	Clause Reference
"Services"	Definition has been amended: means the services to be provided by a College which may comprise of: (i) 16 to 19 Education; and/or (ii) Advanced Learner Loans; and/or (iii) Adult Skills; and/or (iv) Apprenticeships; and/or (v) Additional Services, as determined in a College's Funding Offer Letter.	SCHEDULE 1: DEFINITIONS
"Terms and Conditions"	Definition has been added: means Clauses 1 to 48 and Schedule 1 (Definitions), Schedule 2 (Specification & Monitoring), Schedule 3 (Payment), Schedule 4 (UK GDPR/Data Protection), Schedule 5 (Security & Department Policies), Schedule 6 (Exit Arrangements), Schedule 7 (College Governance), Schedule 8 (Subcontracting), Schedule 9 (National Skills Priorities);	SCHEDULE 1: DEFINITIONS
Paragraph 1.29	Paragraph 1.29 has been amended: 1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the College's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the College must meet the requirements detailed in DfE subcontracting standard - GOV.UK . The £100,000 threshold includes Apprenticeships, DWP Adult Skills Fund and 16 to 19 provision subcontracted by the College.	SCHEDULE 8: SUBCONTRACTING

Accountability agreement (local authorities)

Section	Change	Clause Reference
Entire Agreement	All references to “Part 2” (Annual Accountability Statement) have been deleted.	Entire Agreement
Pages 1 and 2	Pages 1 and 2 of the Agreement have been replaced with a revised cover page.	Cover Page
SECTION 1: TERMS AND CONDITIONS	“SECTION 1: TERMS AND CONDITIONS” has been renamed “SECTION 1: DEFINITIONS AND INTERPRETATION ”	SECTION 1: DEFINITIONS AND INTERPRETATION
Clause 1.1	Clause 1.1 has been added: 1.1. These Terms and Conditions, together with a Funding Offer Letter, govern the Funding paid to a Provider for its performance of the Services.	SECTION 1: DEFINITIONS AND INTERPRETATION

Section	Change	Clause Reference
Clause 1.4	<p>Clause 1.4, together with all Sub-Clauses, has been amended and renumbered to reflect the new clause structure:</p> <p>1.5. Precedence of Documentation</p> <p>1.5.1. In the event of any inconsistency between the provisions of the Funding Offer Letter, Clauses 1 to 49 and the Schedules, or between any of the Schedules, the conflict will be resolved according to the following descending order of priority:</p> <ul style="list-style-type: none"> (a) Funding Offer Letter; (b) Clauses 1 to 49; (c) Schedule 1 (Definitions); (d) Schedule 2 (Specification & Monitoring); (e) Schedule 3 (Payment); (f) the remaining Schedules. <p>1.5.2. For the avoidance of doubt, in the event of any inconsistency between this Agreement and the Funding Rules and/or any policy that is referred in this Agreement, this Agreement will take precedence.</p>	SECTION 1: DEFINITIONS AND INTERPRETATION
Clause 2.1	<p>Clause 2.1 has been amended, and Sub-Clauses 2.1.1 and 2.1.2 have been deleted:</p> <p>2.1. The Agreement will commence on the Agreement Date and expire on the Expiry Date, unless terminated earlier in accordance with these Terms and Conditions.</p>	2 COMMENCEMENT AND DURATION

Section	Change	Clause Reference
Clauses 3.1 and 3.2	<p>Clauses 3.1 and 3.2 have been amended:</p> <p>3.1. The Services to be delivered under this Agreement are those as set out in the Funding Offer Letter. The detailed requirements in respect of the Services are also set out in the Funding Rules as amended from time to time by the Department and which form part of these Terms and Conditions.</p> <p>3.2. The Provider must deliver the Services in accordance with this Agreement including Schedule 2 (Specification & Monitoring), the Funding Rules and Policies as amended from time to time by the Department. The Funding Rules and Policies are deemed to form part of these Terms and Conditions as if they were set out within it.</p>	3 SERVICE DELIVERY
Clause 4.1.1	<p>Clause 4.1.1 has been amended:</p> <p>4.1.1. Subject to these Terms and Conditions, the Department agrees to pay the Provider the amounts of Funding set out in the Funding Offer Letter.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clauses 4.1.5 and 4.1.6	<p>Clauses 4.1.5 and 4.1.6 have been amended:</p> <p>4.1.5. Where the Department identifies errors in the data that the 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 Provider at the Provider’s cost to procure an independent audit or assurance review of all or part of the Services as required and by a deadline specified by the Department and/or to require the Provider to repay Funding equivalent to the full amount of the Funding that has been wrongly claimed or paid. If only a sample of the Services has been audited, the Department reserves the right to calculate an error rate based on the said sample and claim repayment from the Provider of an extrapolated amount based on the error rate identified and the total value of the Funding paid to the Provider under this Agreement. The independent auditor will be specified by the Department.</p> <p>4.1.6. Without prejudice to any other provisions in this Agreement, at the Department’s discretion, such amounts as are identified as being recoverable under Clause 4.1.5, may be recovered by the 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 Provider. Where data adjustments or set off against future payments is not possible, the Department may submit an invoice to the Provider for payment of the amounts identified for repayment under Clause 4.1.5. Failure to settle such amounts by the Provider will constitute a breach of agreement. The decision of the Department as to the amount of recovery under this Clause 4.1 (Payment, Funding and Audit provisions) is final.</p>	4 PAYMENT, FUNDING AND AUDIT

Section	Change	Clause Reference
Clause 4.1.11	<p>Clause 4.1.11 has been amended:</p> <p>4.1.11. The Department will consider any representations made by the Provider in accordance with Clause 4.1.10 and issue the Provider with written notification of its final decision including the amount of overpayment of Funding to be repaid, the date when the Department will recover the Funding and the method of recovery. The Department will also set out the basis on which it has made its decision and shall include an amended Funding Offer Letter setting out the corrected Funding allocation.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 4.1.13	<p>Clause 4.1.13 has been amended:</p> <p>4.1.13. All payments of Funding by the Department will be made via BACS.</p>	4 PAYMENT, FUNDING AND AUDIT
Clause 5.3.2	<p>Clauses 5.3.2 has been amended:</p> <p>5.3.2. The Provider must report new Learner starts within 2 months of the Learner starting, or within 3 months of the Learner finishing all withdrawals and achievements. The Provider must report all changes by the final collection of the Funding Year. Failure to report withdrawals by this time will result in the recovery of Funding. Continuing failure to comply with this Clause 5.3.2 may result in the withholding of Funding or the suspension of or termination of this Agreement in accordance with Clause 32 (Withholding, Suspension and Repayment of Funding) or pursuant to Clause 33.3.16 (Termination).</p>	5 SUBMISSION OF LEARNER DATA

Section	Change	Clause Reference
Clause 5.3.5	<p>Clauses 5.3.5 has been amended:</p> <p>5.3.5. Where required, the Provider must use the Earnings Adjustment Statement (“EAS”) to claim funding that cannot be recorded through the ILR. The funding claim must be submitted as detailed in the guidance Individualised Learner Record (ILR) technical documents, guidance and requirements. The Provider must check the accuracy of the submissions on the EAS via the Submit Learner Data service and any errors must be corrected immediately. All submissions must be supported by evidence. Where the Provider identifies errors in the EAS (other than as a result of an audit in accordance with Clauses 4.1.5 and 4.1.6), the EAS should be used to repay Funding claimed in error by the Provider. The Provider must claim or repay funding via the EAS as set out in the EAS guidance: Earnings adjustment statement (EAS) - GOV.UK as updated and amended from time to time. Any claim or repayment of Funding should take place in the relevant Funding Year and, in any event, no later than 3 months from the end of the relevant Funding Year.</p>	5 SUBMISSION OF LEARNER DATA
Clause 18.5.6	<p>Clause 18.5.6 has been amended to update the final paragraph in the “Relevant Factors” column:</p> <p>“The nature and extent of such action will depend on the number and significance of the Evaluation Areas assessed as Insufficient Progress.”</p>	13 INSPECTIONS

Section	Change	Clause Reference
Clauses 18.7 and 18.8	<p>Clauses 18.7 and 18.8 have been amended:</p> <p>18.7. The failure of the Provider, as assessed by the Department, to comply with Clause 18.3.6 (requirement to accept and comply with additional conditions of funding relating to the improvement of the Services) 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 the Agreement pursuant to Clause 33.3.9 (Termination).</p> <p>18.8. The failure of the Provider, as assessed by the Department, to comply with Clause 18.3.5 (requirement to suspend the recruitment of Learners to, and/or cap any growth in, the Services) 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 the Agreement pursuant to Clause 33.3.10 (Termination).</p>	13 INSPECTIONS
Clause 26.2.8	<p>Clause 26.2.8 has been amended:</p> <p>26.2.8. 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. The Department will publish the outcomes of investigations where fraud, irregularity or error has been identified, in line with the DfE investigation publishing policy - GOV.UK.</p>	26 FREEDOM OF INFORMATION AND CONFIDENTIALITY

Section	Change	Clause Reference
Clauses 31.1 to 31.4	<p>Clauses 31.1 and 31.3 have been deleted and replaced with new Clauses 31.1 and 31.2. Clause 31.3 has been added. Clause 31.4 has been amended:</p> <p>31.1. The Provider shall not, and shall ensure that its employees and any Provider Related Party shall not, commit any Prohibited Act.</p> <p>31.2. Any Prohibited Act committed by the Provider, its employees or by any Provider Related Party shall entitle the Department to terminate this Agreement pursuant to Clause 33.3.14 (Termination) and to recover from the Provider the amount of any loss resulting from such termination.</p> <p>31.3. The 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.</p> <p>31.4. The Provider must not use any Funding provided by the Department under this Agreement for any of the purposes set out in paragraph 22 of 6: Grant Agreements (HTML) - GOV.UK regardless of whether the Funding consists of a general grant or any other type of grant. For the avoidance of doubt, the Provider's costs of memberships for their Associations are deemed eligible under the terms of the Agreement.</p>	31 PROHIBITED ACTS
Clause 33	Clause 33 has been reordered and redrafted for clarity. The termination provisions remain unchanged.	33 TERMINATION
Clause 34.3	<p>Clause 34.3 has been amended:</p> <p>34.3. The Department reserves the right to retain Funding that would otherwise be paid to the Provider prior to the Expiry Date or Termination Date and/or to demand repayment of Funding, as relevant, in order to reconcile what has already been paid to the Provider under the Funding Offer Letter with the amount the Provider is entitled to under this Agreement (including the Funding Rules).</p>	34 CONSEQUENCES OF TERMINATION AND EXPIRY

Section	Change	Clause Reference
“16 to 19 Education”	Definition has been added: means 16 to 19 further and higher education pursuant to s14 Education Act 2002 and s100(1B) of the Apprenticeships, Skills Children and Learning Act 2009;	SCHEDULE 1: DEFINITIONS
“Adult Skills”	Definition has been added: means adult skills (pursuant to s100(1) Apprenticeships, Skills, Children, and Learning Act 2009);	SCHEDULE 1: DEFINITIONS
“Advanced Learner Loans”	Definition has been added: means advanced learner loans pursuant to the Teaching & Higher Education Act 1998 and the Further Education Loans Regulations 2012;	SCHEDULE 1: DEFINITIONS
“Agreement”	Definition has been amended: means the agreement between the Department and the Provider governing the Funding paid to a Provider for its performance of the Services, comprising of the Funding Offer Letter, these Terms and Conditions, any other documents (or parts thereof) specified in the Terms and Conditions , and any variations to the Agreement agreed in writing and signed by both Parties;	SCHEDULE 1: DEFINITIONS
“Agreement Date”	Definition has been amended: the date of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
“Annual Accountability Statement”	Definition has been added: means the annual Provider owned document setting out how the Provider will deliver provision in the year ahead in response to local, regional and national skills priorities and, where applicable, meet the requirements of the Local Needs Duty;	SCHEDULE 1: DEFINITIONS
“Apprenticeship”	Definition has been amended: means the training and (where applicable) apprenticeship assessment for an employee as part of a job with an accompanying skills development programme;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
“Apprenticeship Provider and Assessment Register” “APAR”	Definition has been amended to remove the reference to “and/or can undertake end-point assessments”: 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;	SCHEDULE 1: DEFINITIONS
“Expiry Date”	Definition has been amended: means 31 October 2027 ;	SCHEDULE 1: DEFINITIONS
“Funding Agreement”	Definition has been amended: means a Funding Stream ;	SCHEDULE 1: DEFINITIONS
“Funding Offer Letter”	Definition has been added: the signed and dated letter from the Department to the Provider confirming the award of the Funding;	SCHEDULE 1: DEFINITIONS
“Funding Period”	Definition has been amended in full: has the meaning given to it in the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
“Funding Stream”	Definition has been amended: means the stream of Funding for an element of the Services, as set out in Annex A (Summary of Funding and Funding Agreement(s)) of the Funding Offer Letter ;	SCHEDULE 1: DEFINITIONS
“Procurement Law”	Definition has been amended to remove the reference to “the Public Contract Regulations 2015”: means the Procurement Act 2023;	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
"Prohibited Acts"	<p>Definition has been amended in full:</p> <p>means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:</p> <ul style="list-style-type: none"> 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 ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown; <p>(b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Provider or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Department;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> i. under the Bribery Act; ii. under the Economic Crime and Corporate Transparency Act 2023; iii. under legislation creating offences in respect of fraudulent acts; or iv. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or v. defrauding or attempting to defraud or conspiring to defraud the Crown. 	<p>SCHEDULE 1: DEFINITIONS</p>

Section	Change	Clause Reference
“Protective Measures”	Definition has been amended: 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 outlined in these Terms and Conditions ;	SCHEDULE 1: DEFINITIONS
“Services”	Definition has been amended: means the services to be provided by a Provider which may comprise of: (i) 16 to 19 Education; and/or (ii) Advanced Learner Loans; and/or (iii) Adult Skills; and/or (iv) Apprenticeships; and/or (v) Additional Services, as determined in a Provider's Funding Offer Letter.	SCHEDULE 1: DEFINITIONS
“Terms and Conditions”	Definition has been added: means Clauses 1 to 49 and Schedule 1 (Definitions), Schedule 2 (Specification & Monitoring), Schedule 3 (Payment), Schedule 4 (UK GDPR/Data Protection), Schedule 5 (Security & Department Policies), Schedule 6 (Exit Arrangements), Schedule 7 (Subcontracting), Schedule 8 (National Skills Priorities);	SCHEDULE 1: DEFINITIONS

Section	Change	Clause Reference
Paragraph 1.29	<p>Paragraph 1.29 has been amended:</p> <p>1.29. If the aggregate total of all Subcontractors delivering the Services that are funded on the Provider's behalf exceeds or is anticipated to exceed £100,000 in any academic year, the Provider must meet the requirements detailed in DfE subcontracting standard - GOV.UK. The £100,000 threshold includes Apprenticeships, DWP Adult Skills Fund and 16 to 19 provision subcontracted by the Provider.</p>	SCHEDULE 7: SUBCONTRACTING