



Department
for Education

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

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

BETWEEN: -

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

RECITALS: -

- (A) The Department and the Training Provider entered into an Apprenticeship Agreement for the provision of Apprenticeship Training with the Department’s reference number of «MasterContractRef» (“**Original Agreement**”).
- (B) The Department and the Training Provider have agreed to vary the terms of the Original Agreement as set out in this Variation.
- (C) The Department’s reference for this Variation is July 2026, Version 4.6.

IT IS AGREED as follows: -

1. **CONSIDERATION**

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

2. **VARIATION OF THE ORIGINAL AGREEMENT**

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

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

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

3. **SEVERABILITY**

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

4. **AUTHORITY AND COSTS**

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

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

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

6. **GOVERNING LAW AND JURISDICTION**

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

7. **ACCEPTANCE BY THE TRAINING PROVIDER**

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

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

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

by Andrew Thomas, Director of Funding and Financial Oversight

Andrew Thomas

ANNEX 1

VARIATIONS TO ORIGINAL AGREEMENT

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

A summary of the main changes is detailed below.

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

Amended wording appears in **bold** below.

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

A copy of the revised Department for Education Apprenticeships-Provider Agreement, July 2026, Version 4.6, which incorporates the amendments detailed below, is attached to this Variation.

1. Definitions

Amend the definition of "Expiry Date" as follows:

"Expiry Date"	means 31 July 2028 or such later date as is notified in writing by the Department and agreed by the Training Provider in accordance with Clause 3 (Commencement and Duration).
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Amend the definition of "Financial Handbook for Independent Training Providers" or "Financial Handbook" as follows:

"Financial Handbook for Independent Training Providers" or "Financial Handbook"	means the Financial handbook for independent training providers found at <u>Financial handbook for independent training providers - GOV.UK</u> as published on GOV.UK by DfE and/or DWP and as updated and amended from time to time.
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Add the definition of "Ofsted-Related Interventions" as follows:

"Ofsted-Related Interventions"	has the meaning given in Clause 15.7 (Ofsted-Related Interventions);
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4. Provision of Training, Apprenticeship Assessments and Learner Assessments

Add Clause 4.1.6, together with all sub-clauses, as follows:

- 4.1.6. the requirement, in accordance with Clause 5.1.1 to comply at all times with the Funding Rules, which involves but is not limited to:
 - 4.1.6.1. the Training Provider verifying that the Training received by the Apprentice is for the purpose of achieving the knowledge, skills and behaviours of the Apprenticeship they are undertaking;
 - 4.1.6.2. the Training Provider ensuring that the training delivers new skills directly relevant to the Apprenticeship Standard;
 - 4.1.6.3. the Training Provider being at risk of being required to repay the Funding if the off-the-job training minimum requirement is not met and / or if the off-the-job training policy is not met;
 - 4.1.6.4. the Training Provider ensuring that the learning end date must only be recorded when the last piece of Training relevant to the Apprenticeship Standard has been delivered;
 - 4.1.6.5. the Training Provider being responsible for retaining evidence to support both their own delivery and that of any Subcontractors and/or Employers;
 - 4.1.6.6. the Department not funding training that is not directly relevant to the Apprenticeship Standard; and
 - 4.1.6.7. nothing in this Clause 4.1.6 will affect or undermine the Training Provider's obligations under the Funding Rules.

Add Clauses 4.2 to 4.4, together with all sub-clauses, as follows:

- 4.2. The Training Provider must ensure that, for each Apprentice and/or Learner:
 - 4.2.1. the employment and job role is appropriate to and materially aligned with, the relevant Apprenticeship Standard; and
 - 4.2.2. the Apprentice's or Learner's primary job role provides sufficient opportunity for the achievement of occupational competence in that Apprenticeship Standard, including the development and application of the knowledge, skills and behaviours required under that Apprenticeship Standard,
 - 4.2.3. in each case in accordance with the Funding Rules (as amended from time to time).
- 4.3. For the avoidance of doubt, the Training Provider must ensure that all Training delivered is eligible for Funding under the Funding Rules. Where the Department reasonably determines that Clause 4.2 has not been met, and/or the Funding Rules have not been complied with, the Department may treat the relevant Training as ineligible for Funding and may take action under this Agreement, including (without limitation) requiring repayment of Funding,

imposing conditions or restrictions on delivery, or exercising its rights of suspension or termination.

- 4.4. The Training Provider must retain sufficient evidence to demonstrate compliance with Clause 4.2 and 4.3 and must provide such evidence to the Department promptly on request.

5. Requirements

Add Clause 5.1.10 as follows:

- 5.1.10. demonstrate, to the reasonable satisfaction of the Department, and in accordance with Clause 7 (Funding Limits, Funding Conditions and Growth Controls) including but not limited to Funding Limits and/or Funding Conditions set out thereunder, that it is aligned with and making a sufficient and sustained delivery contribution to published UK Government published guidance, strategic and policy priorities for Apprenticeships.

6. Funding and Payment

Amend Clause 6.9 as follows:

- 6.9. The Training Provider 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 Training Provider is a provider which is outside the scope of the Financial Handbook as set out in Annex A of the Financial Handbook.

7. Funding Limits and Growth Controls

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

Amend Clause 7.1 and **Add** Sub-Clause 7.1.5, together with all sub-clauses, as follows:

- 7.1. The Department reserves the right to impose **any** cap or limit on the total value of Funding payable to the Training Provider (a "**Funding Limit**") **and/or impose any scope, limitation or requirement on the use of or eligibility to receive the Funding by the Training Provider (a "Funding Condition")**, where it considers such action **reasonable and proportionate** to:
- 7.1.1. Manage systemic or operational risk;
 - 7.1.2. Ensure market stability;
 - 7.1.3. Safeguard the quality of Training provision;
 - 7.1.4. Reflect the UK Government's skills priorities; **or**
 - 7.1.5. **Manage the distribution, prioritisation and affordability of Funding including across:**

7.1.5.1. Training Providers

7.1.5.2. Sectors;

7.1.5.3. Apprenticeship Standards;

7.1.5.4. Learner cohorts; and/or

7.1.5.5. Geographical areas,

to control growth, demand and the overall profile of the Funding, and to address any such other considerations regarding the proper management of the Funding as the Department may reasonably determine.

Amend Clause 7.3 and split out part of its provisions into a new Clause 7.4, together with Sub-Clauses 7.4.1 and 7.4.2, as follows:

7.3. **For the avoidance of doubt, the provisions set out in this Clause 7** may be enacted even in the absence of a formal breach of this Agreement, **including (but without limitation) where there is, or the Department reasonably anticipates there may be a systemic or operational risk in relation to the UK Government's skills priorities, the delivery or quality of Training provision, market stability, the proper use of public money and/or [the apprenticeship funds] and/or the interests of Apprentices, Learners and/or Employers.** If the Department imposes a Funding Limit **and/or any Funding Condition**, it shall notify the Training Provider in writing, setting out the reasons for its decision.

7.4. From the date of such notification,

7.4.1. **regarding a Funding Limit**, the Training Provider must not accept any new Apprentices or Learners **to the extent that this results in the Training Provider exceeding the Funding Limit** until the Department confirms in writing **the extent to which** the Funding Limit has been **increased, decreased or removed; and/or**

7.4.2. **regarding a Funding Condition**, the Training Provider must fully **comply with the Funding Condition (as amended from time to time) until the Department confirms in writing that the Funding Condition has been removed.**

Amend Clause 7.4 and renumber as Clause 7.5, and **Amend** Sub-Clause 7.4.4 and renumber as 7.5.4 as follows:

7.5. The Department may introduce growth controls where it considers a Training Provider's scale, growth rate, or market share or mix of provision presents a potential risk to quality, Apprentice/Learner experience, system resilience or the Department's ability to deliver the Government skills priorities. These controls may include **but are not limited to:**

7.5.1. A cap on the monthly or annual value of earnings;

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

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

Add Clause 9.4 as follows:

- 9.4. For avoidance of doubt, this Agreement does not require a Training Provider to seek approval from the Department for any Change of Control. However, following receipt of a notification under Clause 9.3 the Department may, acting reasonably and on the basis of relevant information as may be requested from the Training Provider (and which the Training Provider shall provide to the Department as soon as reasonably practicable to enable it to carry out its assessment pursuant to Clause 9.5), exercise any of its rights under this Agreement it considers necessary.

10. Freedom of Information and Confidentiality

Add Clause 10.10 as follows:

- 10.10. The Department may, at its absolute discretion (acting reasonably), publish information in relation to the outcomes of any investigation into fraud, irregularity or error, in accordance with the [DfE investigation publishing policy - GOV.UK](#) (as amended from time to time).

15. Monitoring, Audit and Financial Health

Amend the final paragraph in the “Relevant Factors” column of Clause 15.9.6 as follows:

“The nature and extent of such action will depend on the number and significance of the Evaluation Areas assessed as ‘**Insufficient Progress**’.”

Schedule 2 – Apprenticeship Accountability Framework for Training Providers

3. Contextual Factors

Add Paragraph 3.1.8 as follows:

- 3.1.8. The extent to which the Training Provider’s delivery aligns with, contributes to; and/or supports the UK Government’s skills priorities; and

5. Interventions

Add Paragraph 5.3.13 as follows:

- 5.3.13. Require the Training Provider to demonstrate to the reasonable satisfaction of the Department a sufficient and sustained delivery contribution to published UK Government guidance, strategic and policy priorities for Apprenticeships, including but not limited to, in accordance with Clause 7 (Funding Limits, Funding Conditions and Growth Controls).

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

Add Paragraph 6.2.7 as follows:

- 6.2.7. The Training Provider's ability to demonstrate to the reasonable satisfaction of the Department a sufficient and sustained delivery contribution to published UK Government guidance, strategic and policy priorities for Apprenticeships, including but not limited to, in accordance with Clause 7 (Funding Limits, Funding Conditions and Growth Controls).

Schedule 3 – Subcontracting

Financial Thresholds

Amend Paragraph 1.27 as follows:

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