



UCQ
UNIVERSITY
CENTRE QUAYSIDE

Commitment Statement and Apprenticeship Agreement PART A (to accompany ILP)

2020/21

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PART A

Student Details

STUDENT DETAILS:	
Name:	
Job Title:	
Weekly Working Hours	
Contact details:	

Apprenticeship Standard			
Title:	Chartered Manager Degree Apprenticeship	Code:	STO272

Start Date:		Planned End Date (Gateway):	
		Planned End Date (EPA):	

Employer Details

EMPLOYER DETAILS		TRAINING PROVIDER DETAILS	
Name:		Name:	University Centre Quayside Ltd
Address & Postcode:		Address & Postcode:	Quayside i-4 Albion Row Newcastle upon Tyne NE6 1LL
Contact Name:		Academic Programme Lead:	Andy Price
Telephone:		Telephone:	0191 2755015
Email:		Email:	andy.price@ucq.ac.uk

Qualifications required as part of the standard

As part of the Chartered Management Degree Apprenticeship you will complete 16 modules as below:

Year One: Level 4 modules

- Module 1.1 Academic Skills
- Module 1.2 Leading People
- Module 1.3 Communication
- Module 1.4 Sales and Marketing
- Module 1.5 Decision Making
- Module 1.6 Professional Practice 1

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Year Two: Level 5 modules

- Module 2.1 Managing People
- Module 2.2 Business Finance
- Module 2.3 New Technologies
- Module 2.4 Digital Business
- Module 2.5 Developing Collaborative Relationships
- Module 2.6 Professional Practice 2

Year Three: Level 6 modules

- Module 3.1 Strategy and Change
- Module 3.2 Project Management
- Module 3.3 Professional Practice 3
- Module 3.4 Management Project

Functional Skills Progression

For the CMDA, it is expected students will have achieved English and maths to Level 2.

For other programmes, where a student has already achieved Level 1 English and/or maths that meets the minimum requirement of the apprenticeship Standard before they start their Apprenticeship, they must start, continue and sit the test for Level 2 English and/or maths before they complete their Apprenticeship.

All functional skills qualifications are fully-funded by the ESFA.

Assessment Arrangements

End-point assessment required: Yes No

End-point Assessment Provider Details:

Name of Provider	The Chartered Management Institute
EPA Code:	EPA0026
Address	77 Kingsway, London
Postcode	WC2B 6SR
Telephone	020 7497 0580

Planned Off the Job Training

Each module will take a specific number of hours, to be completed Off the Job during normal working hours.

Off the Job Training Entitlement			
Programme Duration (156 weeks)		If hours are different from 40 hours, enter hours	
Weekly Contracted Hours	40	Weekly Contracted Hours	
Weeks on Programme	156	Weeks on Programme	156
Less Annual Leave Entitlement (Wks)	16.8 ^	Less Annual Leave Entitlement (Wks)	16.8
Minimum 20% OTJ Entitlement	1114	Minimum 20% OTJ Entitlement	0

^ based on 5.6 weeks statutory holidays.

Off the Job Training Planned				
Modules		Methods	GLH Hours	OTJ Hours
Module 1.1	Academic Skills	2 x 6-hour lectures per Module, individual and group tutorial time and directed independent learning	65	65
Module 1.2	Leading People		65	65
Module 1.3	Communication		65	65
Module 1.4	Sales and Marketing		65	65
Module 1.5	Decision Making		65	65
Module 1.6	Professional Practice 1		65	65
Module 2.1	Managing People		65	65
Module 2.2	Business Finance		65	65
Module 2.3	New Technologies		65	65
Module 2.4	Digital Business		65	65
Module 2.5	Developing Collaborative Relationships		65	65
Module 2.6	Professional Practice 2		65	65
Module 3.1	Strategy and Change		65	65
Module 3.2	Project Management		65	65
Module 3.3	Professional Practice 3		65	65
Module 3.4	Management Project	3 x 6-hour lectures, individual and group tutorial time and directed independent learning	150	150
English Functional Skills Level 2*		Individual tutorial time and directed independent learning	25	0
Maths Functional Skills Level 2*			25	0
Total			1,175	1,125

* Not applicable where the student is already qualified to Level 2

Minimum contracted hours, including time spent on off the job training, is 30 hours.

Commitment Statement

1. General

- 1.1 UCQ has agreed with the Education Skills Funding Agency (ESFA) to provide training programmes in accordance with government requirements.
- 1.2 This agreement is made between UCQ, the named Employer and the named Apprentice.
- 1.3 This agreement shall take effect from the date of exchange of signed copies of the agreement.
- 1.4 A minimum of one weeks' notice by either party will terminate this agreement. Either party may terminate the contract forthwith in the event of any breach of its terms by the other party.

2. The Apprentice's Responsibilities

- 2.1 To work for the Employer to the best of her/his ability and in accordance with the Employer's policies and procedures.
- 2.2 To observe the Employer's terms and conditions of employment and Apprenticeship Agreement.
- 2.3 In both working and training, to be diligent and punctual, keep records, take part in, and contribute to the review process, undertake assessments and training as agreed in order to achieve Apprenticeship Plan objectives and keep the Employer informed of progress towards those objectives.
- 2.4 To commit to attendance at their off-the-job training.
- 2.5 Be respectful of colleagues, employers, teaching staff in accordance with the Main Provider, the Delivery Sub-contractor (where applicable) and workplace policies.
- 2.6 Negotiate achievable learning targets and milestones in conjunction with Assessors, Tutors and Employer, and to undertake to achieve these objectives and outcomes within an agreed timescale.
- 2.7 Keep the Employer informed of progress towards these objectives.
- 2.8 Notify the Employer and the Provider as soon as possible of non-attendance at either scheduled training sessions, reviews or other planned meetings
- 2.9 Inform the Employer and the Provider of any health issues which may affect their learning.
- 2.10 Notify the Employer and the Provider of any change of circumstances.
- 2.11 Behave in a safe and responsible manner and in accordance with the requirements of Health and Safety legislation relating to the individual's responsibilities and to promote and act in the Employer's best interests at all times.

3. The Employer's Responsibilities

- 3.1 The plan of learning and assessment is contained within this document, of which you will be issued a copy, where applicable. The Employer is expected to facilitate the learning opportunities in line with the ILP and in agreement UCQ, and allow 20% of the Apprentices' working hours to be spent on off-the-job training and to agree with the Provider (and where appropriate provide evidence) the delivery of this 20%. Where an Apprentice may need more than 20% off-the-job training allow for this extra time.
- 3.2 This planned off-the-job training (day release, where applicable) plus on-the-job training (time at work) should be a minimum of 30 hours (to include time off the job). Apprentices will be paid for all hours worked, including hours off-the-job training at least the minimum Apprenticeship wage as determined by the government Department of Work and Pensions (DWP).
- 3.3 Confirm that the intention at the start of the Apprenticeship there is available time that you will allow the Apprentice to be able to complete the Apprenticeship within their working hours, including English and maths, if applicable.
- 3.4 You are expected to allocate an appropriate Supervisor/Mentor, to support, encourage and monitor the Apprentice in the workplace, who in the case of the above Student will be named on Part B: Individual Learning Plan.

- 3.5 The Supervisor/Mentor is required to participate in tripartite progress reviews to discuss progress to date against the Commitment Statement and the immediate next steps provided. These will be held every 15 weeks either face to face or remotely via an online meeting space.
- 3.6 Confirm that the Apprentices' job is genuine with an accompanying skills development programme to enable them to gain the technical knowledge, practical experience and wider skills they need for their immediate job and future career through a wide mix of learning in the workplace, formal off-the-job training and the opportunity to practice new skills in a real work environment.
- 3.7 Provide a job opportunity, where this continues to exist, if the Apprentice wishes to remain with the Employer after successful achievement of the Apprenticeship.
- 3.8 To provide the experience, facilities and training necessary to achieve the training objectives specified in the Apprentice's ILP without loss of wages. To treat the Apprentice fairly and reasonably as with the rest of the workforce and not discriminate or act unfairly against Apprentices.
- 3.9 Fund re-sits for mandatory qualifications or End Point Assessments needed for the Apprenticeship where no additional learning is required.
- 3.10 Fund training, optional modules, educational trips or trips to professional events not specified in the Apprenticeship Framework or to meet the knowledge, skills and behaviours of the Apprenticeship Standard.
- 3.11 Pay the difference in costs for the end-point assessment (EPA) for the Apprenticeship Standards, where these exceed the 20% of the funding band maximum.
- 3.12 Holiday entitlements should be a minimum of 20 days per year (but the Apprentice should comply with the Employer's terms and conditions), plus statutory holidays. Reasonable time off, at the discretion of the Employer should be allowed e.g. for compassionate reasons.
- 3.13 To undertake legal and contractual responsibilities for the health and safety of the Apprentice.
- 3.14 Equal opportunities – the Employer shall ensure that all Apprentices are treated in the same manner as any other employee by or under the Employment and health, Safety and Welfare Regulations set by the Government, which are subject to change at any time. These requirements are set out in the Employer handbook.
- 3.15 The Employer must issue their Apprentice with an Apprenticeship Agreement. This can be a written statement of particulars under the Employment Rights Act 1996, a contract of employment or a letter of engagement where the Employer's duty under the 1996 Act is treated as met. An Apprentice is deemed to be employed by the Employer for all purposes of employment law but will remain an Apprentice of UCQ's learning programme. If a wages council covers the employment, the Employer shall ensure that the Apprentice receives not less than the legal minimum wage and other terms and conditions laid down by the appropriate wages council apply. Where no wages council exists, the Employer is expected to pay the appropriate wage for that trade or profession in agreement with UCQ.
- 3.16 The Employer is responsible for paying the Apprentice allowance for holiday entitlement plus statutory holidays. If an Apprentice is off work due to sickness or has been given authorised absence, e.g. compassionate leave, it is recommended that the Employer continues to pay the Apprentice for the period of up to 3 consecutive weeks, or in accordance with the Apprentice's contract of employment.
- 3.17 It is the responsibility of the Employer to ensure that all persons participating in any form of learning at the discretion of the Employer are covered by policies of Employer and Public Liability Insurance. If so directed, the Employer shall include in their wages declaration to their insurers the total amount of allowance paid to Apprentices and the numbers in learning on their premises or on behalf of the Employer.
- 3.18 The Employer shall make available for monitoring by UCQ's policies of insurance relating to the operation of the elements of the learning programme provided by themselves, as directed by UCQ or the ESFA.

- 3.19 The Employer is asked on a regular basis to complete an Employer Survey. This is so that UCQ can gauge the level of understanding of the programmes by the Employer and to gauge levels of satisfaction in the service provided.
- 3.20 Where an Apprentice suffers personal injury or develops a disease as a consequence of their normal working duties, the Employer should immediately notify UCQ.
- 3.21 In the event of an Apprentice being absent from work, it is recommended that the Employer should report it to UCQ on the first day of absence and again on the first day of return. All absences from UCQ courses will be reported to the Employer. Persistent absences may result in termination of the Apprentice's participation of their learning programme.
- 3.22 If the Apprenticeship is terminated due to redundancy, UCQ will attempt, with the assistance of the relevant organisations, to arrange employment for the Apprentice, for the duration of the Apprenticeship with another Employer.
- 3.23 Ensure that recruitment practice is not detrimental either to the Apprentice or the Apprenticeship brand.
- 3.24 Ensure that all current funding rules are not breached to avoid the recovery of all or part government funding.

4. The Training Provider's Responsibilities

- 4.1 Agree a plan of the Apprenticeship delivery including financial value that will (for Standards) include EPA costs that will also cover the external quality assurance to ensure consistency of quality.
- 4.2 Support Employers to negotiate with End Point Assessment Organisations to secure value for money, especially where the 20% expected maximum of the funding band by the ESFA is exceeded.
- 4.3 Provide training and support for the Employer that is value for money, to ensure the Apprenticeship programme can be achieved.
- 4.4 Ensure the checking of the eligibility of the Apprentice and provide evidence of their eligibility.
- 4.5 To check that the contents of the ILP fulfil the national and industry/sector agreed criteria for Apprenticeships and to arrange all aspects of the Apprentice's framework/standard are completed accordingly.
- 4.6 Create an individualised learning record (ILR) and record their learning start date and agreed price for training and assessment.
- 4.7 Carry out thorough assessments that meet the criteria for those Apprentices requiring learning support.
- 4.8 Ensure evidence is provided for Employers who are eligible for waived Employer contribution.
- 4.9 Ensure Employer Contribution payments are collected, evidenced and recorded on the Apprentice's ILR.
- 4.10 Ensure there are no delays with the processing of any incentive payments which the Employer is eligible to receive within 30 working days of receiving this funding from ESFA.
- 4.11 Monitor the Quality Assurance of the delivery by the Training Provider/delivery Sub-contractor through regular meetings, audits and observations of teaching, learning and assessment.
- 4.12 Be responsible for resolving any issues or disputes between the Employer, Main Provider, any Delivery Sub-contractors and Assessment Organisations.
- 4.13 Ensure that all current funding rules are not breached to ensure Employer's expectations and Apprentices' training represents value for money.
- 4.14 To maintain regular contact with the Apprentice and carry out regular reviews with the Apprentice and Employer as set out in the ILP.
- 4.15 To ensure that the training meets the requirements set out in the Contract between the Training Provider and the Skills Funding Agency in particular in relation to Quality Assurance processes including Health & Safety obligations.

4.16 If the Apprentice is unable to complete the Apprenticeship, then the Training Provider shall use its best endeavours to ensure that the Apprentice is offered the opportunity to transfer to another organisation that will be able to provide an Apprenticeship Plan substantially similar to the existing one.

5. Delivery Sub-contractor

- 5.1 To provide an appropriate individual training plan for the Apprentice, with agreed criteria for the Apprenticeships and to meet the Employer's needs.
- 5.2 Ensure that the training meets the requirements set out in the Contract between the Main Provider, the Delivery Sub-contractor and the Employer.
- 5.3 To appoint suitably qualified assessors/teachers to undertake training of the Apprentice.
- 5.4 Advise the Apprentice and the Employer of contact details for nominated assessors, tutors and support staff responsible for the relevant training programme.
- 5.5 At all times to comply with funding rules and requirements provided by the Main Provider.
- 5.6 Ensure the Employer provides appropriate supervision to support, encourage and monitor the Apprentice in the workplace:
 - Nominates a mentor and deputy to ensure continuity of supervision of the Apprentice
 - Fulfils responsibilities for the Safeguarding of the Apprentice in accordance with relevant legislation
- 5.7 To provide opportunities for the Apprentice to apply new skills in the workplace and support the Apprentice by providing time to complete the necessary assignments/assessments/projects.
- 5.8 The Main Provider will monitor the Quality Assurance of the delivery by the Delivery Sub-contractor (if applicable) through regular meetings, audits and observations of teaching, learning and assessment.
- 5.9 All parties to contribute to, and participate in, Apprentice review meetings at maximum 12-week intervals.

6. Complaints Procedure

6.1 **Stage One:** In the event that you are unhappy with the Apprenticeship, you should raise your concern with your tutor in the first instance. If you are still not happy, please contact UCQ and ask to speak to an appropriate manager.

Stage Two: Where your complaint remains unresolved, formal complaints must be submitted in writing to the complaints officer (complaints@ucq.ac.uk) who will:

- Acknowledge receipt of the complaint within one working day
- Forward the complaint to the appropriate member of the Academic Council for investigation
- Monitor that the complaint has been responded to within the timeframes set in the UCQ Complaints Procedure

UCQ will strive to resolve 90% of complaints within 10 working days of receipt and 100% resolved within 20 working days of receipt, unless otherwise agreed with the complainant and contracting authorities.

Stage Three: Should the complainant consider that their formal complaint has not been properly investigated they may escalate to the Principal & CEO to review their complaint. The complainant must submit, in writing, the grounds on which the complaint should be reviewed and the resolution that the complainant seeks. For further information please access the full UCQ Complaints Procedure.

UCQ subscribes to the independent scheme for the review of higher education student complaints. Once you have exhausted UCQ’s internal procedures, if you are dissatisfied with the outcome you may be able to apply for a review of your appeal to the Office of the Independent Adjudicator for Higher Education (OIAHE) providing that the complaint that you take to the OIA is eligible under its Rules.

You also have the option to contact the Apprenticeship Helpline. See details below for contact details:

nationalhelpdesk@Apprenticeships.gov.uk

Telephone: 0800 0150400

Hours of business: 8am – 10pm, 7 days a week

Confirmation of Funding Sources

Component	Funding source
CMDA Apprenticeship Standard	Funded through the Employer’s apprenticeship levy or through co-investment with the Education & Skills Funding Agency as outlined in the ESFA funding guidelines.
Functional Skills (English and maths) *	Education and Skills Funding Agency

* only applies where Functional Skills are required, where the Apprentice does not have at least Level 2 English and Level 2 maths.

Signatures

Provider Name:	University Centre Quayside Ltd	Contact:	
Signature:		Date	

Student and Employer signatures are overleaf.

Apprenticeship Agreement

An apprenticeship agreement must be in place at the start of the apprenticeship. The purpose of the apprenticeship agreement is to identify:

- the skill, trade or occupation for which the apprentice is being trained;
- the apprenticeship standard or framework connected to the apprenticeship;
- the dates during which the apprenticeship is expected to take place; and
- the amount of off the job training that the apprentice is to receive.

Student name:	
Occupation for which the Degree Apprenticeship provides training (Job Title):	
Apprenticeship standard/framework and level:	Chartered Manager Degree Apprenticeship
Employer:	

Start date of apprenticeship and practical training period:		Estimated end date of practical training period ("Gateway"):	
End date of apprenticeship including EPA:		Duration of practical training period	156 weeks
20% Off-the-job training Entitlement (hours):			

Signatures

We hereby confirm that we have read, understood and agree with the contents of both the Commitment Statement and Apprenticeship Agreement. **As the employer I agree to allow the student time in their working hours for 20% off the job training.**

Student Name:			
Signature:		Date:	
Employer Name:		Contact:	
Signature:		Date	