Employer and Provider

Apprenticeship Training

Agreement

2026-27

DATED: _____

(1) UNIVERSITY CENTRE QUAYSIDE
(UCQ)

and

(2)
(THE EMPLOYER)

SERVICES AGREEMENT
relating to Apprenticeship Training

Version 15

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PARTIES, COMMENCEMENT AND DURATION

1 Date

The date of this Agreement is DATE

2 Parties

This Agreement is made between:

UNIVERSITY CENTRE QUAYSIDE LTD incorporated and registered in England and Wales with company number 03413741 whose registered office is at QUAYSIDE I-4, ALBION ROW, NEWCASTLE UPON TYNE, TYNE AND WEAR, NE6 1LL ('**UCQ'**); and

FULL COMPANY NAME incorporated and registered in England and Wales with company number NUMBER whose registered office is at REGISTERED OFFICE ADDRESS (**'Employer'**).

each **'a Party'** and together **'the Parties'.**

3 Commencement and Duration

3.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated either:

3.1.1 by one Party serving on the other not less than 30 days' notice to terminate this Agreement, such notice to expire no earlier than the first anniversary of the commencement of this Agreement; or

3.1.2 pursuant to Schedule 2.

DEFINITIONS AND INTERPRETATIONS

4 Interpretation

The definitions and rules of interpretation set out in Schedule 1 shall apply in this Agreement, including Schedules 1 through 9 inclusive which are integral parts of this Agreement and are hereby merged together with it.

ORDERING INVOICING AND PAYMENT

5 Ordering Services

5.1 The Employer may order any of the Training Services by making a request (**'Request for Services'**) to UCQ pursuant to this clause 5 in the form attached at Schedule 7.

5.2 UCQ and the Employer shall negotiate in good faith each Request for Services and

5.2.1 the Employer shall provide UCQ with such information as it may reasonably require to enable it to assess the prior learning of any Apprentice or prospective Apprentice; and

5.2.2 without any obligation on either Party to agree, both Parties shall sign and date the draft Request for Services once it is agreed.

5.3 When a Request for Services has been agreed and signed in accordance with clause 5.2, the services specified in that Request for Services shall be Agreed Services.

5.4 UCQ shall provide the Agreed Services from the date specified in the Request for Services that relates to those services.

5.5 Each Request for Services shall form part of this Agreement and shall not form a separate contract.

6 Changes to Services

6.1 If the Employer or UCQ wishes to change this Agreement or the Agreed Services, it may at any time request such change in accordance with the Change Procedure set out in Schedule 3.

6.2 Notwithstanding any other provisions of this Agreement, where UCQ reasonably considers that a change to the Agreed Services is required in order to comply with any requirement of the DFE, including any modification of the DFE Rules, UCQ shall be entitled by notice in writing to the Employer ('**a Mandatory Change Notice**') to make such changes as it may reasonably decide are necessary to comply as specified in such Mandatory Change Notice with effect from a time specified in that notice and the Employer shall pay UCQ such amount as UCQ may reasonably determine to be the additional cost (if any) of providing the Agreed Services as so varied, which for the avoidance of doubt shall be included in the Charges. Before coming into force, a Mandatory Change Notice, including the additional cost (if any) of providing the Agreed Services, will be agreed between UCQ and the Employer.

7 Charges, invoicing and payment

7.1 Insofar as it relates to something caused by the Employer, or in the event that an Apprentice is required to resit their End-Point Assessment, the Employer shall pay the Charges to UCQ to the extent that the Charges have not been recovered by UCQ from the DFE.

7.2 UCQ shall be entitled to invoice monthly the Employer for the Unfunded Charges and the Employer shall pay such invoices within 30 days of receipt of such invoice.

7.3 Subject to the Employer providing the bank account details of the company or other legal person that employs the relevant Apprentice, UCQ shall pay to the Employer any Incentive Payments received from the DFE on behalf of the Employer within 30 days of receipt or such other timescale as may be specified in the DFE Rules.

7.4 Where for any reason the DFE requires UCQ to return any Incentive Payments or any other payment, the Employer shall pay to UCQ an amount equal to the sum required to be returned within 30 days of notification by UCQ of the requirement to return payments to the DFE.

7.5 The Charges are stated exclusive of applicable VAT.

7.6 UCQ shall promptly on request provide a VAT invoice to the Employer in respect of such of the Charges for the Agreed Services as are subject to VAT. UCQ shall allow for a 14-day cancellation period from date of offer letter before any financial penalties apply.

7.7 Without prejudice to the obligation on the Employer to pay the Charges, the Employer shall provide such assistance to UCQ as UCQ may reasonably require to obtain any payment to which it may be entitled in respect of the Agreed Services or otherwise pursuant to this Agreement under the DFE Rules.

7.8 Without prejudice to any other rights of UCQ any invoice that is not paid when due shall bear interest at the rate of 3 per cent above the base rate for the time being of Barclays Bank plc.

7.9 Any End-Point Assessment costs quoted at the start of the Apprenticeship could be subject to change and both parties are responsible for identifying an End-Point Assessment Organisation, as soon as reasonably practicable, and reviewing cost through the duration of the Apprenticeship.

TRAINING PROVIDER RESPONSIBILITIES

8 Training Provider Responsibilities

8.1 UCQ shall provide the Agreed Services to the Employer:

8.1.1 in accordance with and for the duration of the relevant Request for Services;

8.1.2 using reasonable skill and care;

8.1.3 in compliance with the DFE/DWP Rules; and

8.1.4 in compliance with the law and associated codes and guidance in force from time to time.

8.2 UCQ shall enter into written agreements with all relevant:

8.2.1 Subcontractors; and

8.2.2 Apprentice End-Point Assessment Organisations,

as specified in the Agreed Services.

8.3 UCQ shall monitor the quality of training delivered by a Subcontractor through such means as it considers appropriate, including:

8.3.1 regular meetings;

8.3.2 audits; and

8.3.3 observations of teaching, learning and assessment.

8.4 Subject to the Employer fulfilling the obligations set out in this Agreement, UCQ shall use its reasonable endeavours to recover sums in respect of the Charges from the DFE.

8.5 UCQ shall support the Employer with the option to use the free Recruit An Apprentice tool available on GOV.UK should this be required for the recruitment of new apprentices.

EMPLOYER RESPONSIBILITIES

9 Employer General Responsibilities

9.1 Insofar as it relates to the Agreed Services, the Employer shall:

9.1.1 co-operate with UCQ in all matters relating to the Agreed Services;

9.1.2 co-operate with UCQ to arrange for any necessary End-Point Assessment and allow the Apprentice time to attend the same;

9.1.3 provide payment for resits of any End-Point Assessment;

9.1.4 promptly do all acts and not omit to do anything reasonably requested of the Employer by UCQ for the purposes of UCQ's compliance with the DFE Rules;

9.1.5 confirm promptly on request by providing signed declarations to UCQ of:

(a) each Apprentice's eligibility for apprenticeship funding;

(b) any eligibility for 16-18 year old incentive payments (if applicable);

(c) the average number of employees employed by the Employer in the three years immediately preceding the first day of an Apprenticeship and (if applicable) the Employer's eligibility for small employer incentive payment; and

(d) any other matters for which UCQ requires written evidence that is in possession of the Employer;

9.1.6 specify in the Request for Services a manager (**'Apprenticeship Manager'**) to act on behalf of the Employer in all matters relating to the Agreed Services;

9.1.7 provide UCQ, its staff, auditors, contractors or agents, at no charge with such access to the Apprentice, the Employer's premises, data and other facilities in relation to the Apprenticeship as UCQ may reasonably require;

9.1.8 provide UCQ, in a timely manner and within no later than 5 Business Days, with all such documents, information and materials in relation to the Apprenticeship, in any form as UCQ may reasonably require;

9.1.9 inform UCQ of all health and safety and security requirements and policies that apply at the Employer's premises or otherwise for the purposes of this Agreement, such requirements and policies are as set out in Schedule 6;

9.1.10 ensure that all the Employer's Equipment is in good working order and suitable for the purposes for which it is used;

9.1.11 obtain and maintain all necessary licences and consents and comply with all applicable laws as may be required to enable UCQ to provide the Agreed Services, the installation of Training Provider's Equipment, the use of all Employer Materials and the use of the Employer's Equipment, in all cases before the date on which the Agreed Services are to start;

9.1.12 keep, maintain and insure Training Provider's Equipment in accordance with UCQ's instructions from time to time and not dispose of or use Training Provider's Equipment other than in accordance with UCQ's written instructions or authorisation;

9.1.13 make any complaint to UCQ only in accordance with UCQ's Complaints Policy as set out in Schedule 4.

9.1.14 maintain mandatory policies as set out in Schedule 6.

9.1.15 act in compliance with the law, including but not limited to relevant employment law, Health and Safety Act, Data Protection Act, Equality Act and Modern Slavery Act.

10 Employer Apprenticeship Responsibilities

10.1 The Employer shall enter into and procure that the Apprentice enters into:

10.1.1 an Apprenticeship Agreement with each Apprentice for:

(a) a fixed term of at least 372 days of at least 30 hours per week; or

(b) fewer than 30 hours per week (or an unspecified number of hours) but for an extended duration in accordance with the DFE/DWP Rules.

10.1.2 work with UCQ and each Apprentice to agree an Apprenticeship Standard or Apprenticeship Framework, Individual Training Plan for each Apprentice;

10.1.3 employ and pay the Apprentice in accordance with the law;

10.1.4 ensure the Apprentice is safeguarded in accordance with UCQ's safeguarding policy;

10.1.5 ensure, and on request confirm, that:

(a) the Apprentice is employed for a minimum of 30 hours per week (unless clause 10.1.1(b) applies) and that training both on and off the job is included in those hours of employment; and

(b) time is made available for the Apprentice to be able to complete the Apprenticeship, including:

(i) permitting at least 6 hours per week for off-the-job training during normal working hours; and

(ii) releasing the Apprentice to UCQ for undertaking such training and courses with UCQ as set out in the Agreed Services;

10.1.6 assist the Apprentice with their development as much as possible to the reasonable satisfaction of UCQ;

10.1.7 permit UCQ to apply for Additional Funding for the benefit of Apprentices; and

10.1.8 compensate UCQ for all costs and expenses reasonably incurred by UCQ:

if it is prevented by the Employer from attending and inspecting the Employer's premises; or

(a) if the Apprentice fails to keep an appointment with UCQ owing to any act or omission of the Employer.

11 Employer DFE/DWP Responsibilities

11.1 The Employer undertakes that in accordance with the DFE/DWP Rules it shall:

11.1.1 promptly provide accurate and up to date information to the reasonable satisfaction of UCQ;

11.1.2 provide UCQ with all reasonable support and information it requires in relation to the Apprentice and the Apprenticeship;

11.1.3 at all times provide UCQ with up to date information on the Apprentice's employment status or breaks in learning;

11.1.4 immediately notify UCQ of any changes to the Apprentice's employment status;

11.1.5 promptly provide UCQ with such information as it may reasonably require for it to obtain Funding, including but not limited to evidence:

(a) of the Apprentice's eligibility to receive Funding at the start of the Apprenticeship programme;

(b) of the Apprentice's employment (and on the PAYE scheme) of the Employed named on the Apprenticeship Service;

(c) that the Apprentice is spending at least the minimum off the job hours of their normal working week on off-the-job training directly relevant to the Apprenticeship Framework or Apprenticeship Standard;

(d) of the Apprentice's average weekly hours;

(e) that the job allows the Apprentice to gain wider employment experience; and

(f) that the total amount of time spent on an Apprenticeship meets the minimum duration funding rule if an Apprentice is changing their Apprenticeship Framework or Apprenticeship Standard, transfers between providers, or takes a break in learning

11.1.6 involve the Apprentice in active learning or monitored workplace practice throughout the Apprenticeship programme to the reasonable satisfaction of UCQ;

11.1.7 allow UCQ, its staff, auditors, contractors or agents access to the workplace to monitor the Apprentice and their workplace practices;

11.1.8 subject to the Apprenticeship Agreement ensure that the Apprentice works a minimum of 30 hours a week (unless clause 10.1.1(b) applies), including any off-the-job training;

11.1.9 ensure that the Apprentice works such number of hours per week to undertake sufficient, regular training and on the job activity as UCQ may reasonably require;

11.1.10 permit the Apprentice to complete the Apprenticeship within their working hours (including for English and maths) and provide such evidence of doing so or having done so as UCQ may reasonably require;

11.1.11 extend the working hours of the Apprentice or the duration of the Apprenticeship in accordance with the DFE/DWP Rules as UCQ may reasonably require if UCQ determines that the Apprentice has worked below the minimum number of hours required to complete the Apprenticeship or where a part-time working pattern is needed and in that case provide UCQ with such evidence as it may reasonably require to show why this working pattern is needed;

11.1.12 disclose any reason why the Apprentice may not have enough time to complete the Apprenticeship;

11.1.13 ensure that the Apprentice will spend at least 50% of their working hours in England over the duration of the Apprenticeship;

11.1.14 provide the Apprentice with any personal protective clothing and safety equipment required by the Apprentice to carry out their day-to-day work;

11.1.15 ensure that the Apprentice is not already enrolled on any other Apprenticeship programme;

11.1.16 ensure that each Apprentice is eligible to work in England;

11.1.17 promptly provide UCQ with any information it may reasonably require in relation to previous Apprenticeship training or qualifications that any Apprentice may have received;

11.1.18 promptly provide UCQ with all information it may reasonably require in relation to Apprenticeship Grant for Employers (AGE) claims;

11.1.19 promptly pay all sums owed to UCQ in relation to the Apprenticeship including the full difference between band maximums and agreed prices, or for any mandatory co-investment;

11.1.20 select an Apprentice End-Point Assessment Organisation to deliver End-Point Assessment from the Register of End Point Assessment Organisations; and

11.1.21 promptly confirm with the DFE the spending of funds from the Digital Account.

11.2 Unless otherwise agreed the Employer hereby appoints UCQ to record the required details of the Apprenticeship with the DFE.

11.3 Where UCQ is appointed to record the required details of the Apprenticeship with the DFE, provide UCQ all necessary log-in information to enable UCQ to access the Employer's Digital Account for the purposes of:

(a) confirming the Funding available in respect of an Apprentice; and

(b) uploading, on behalf of the Employer, information required pursuant to the DFE/DWP Rules relating to the Apprentice, the Apprenticeship programme and any other relevant matters.

11.4 Where the Employer will record the required details of the Apprenticeship with the DFE, it shall do so promptly through the Digital Account.

11.5 The Employer warrants to UCQ that each Apprenticeship under this Agreement is a genuine apprenticeship within the meaning of the DFE/DWP Rules.

12 Employer additional Apprentice Responsibilities

12.1 The Employer undertakes that in accordance with the DFE/DWP Rules, it shall not:

12.1.1 require Apprentice (including former Apprentices) to make financial contributions towards the cost of the Apprenticeship programme (including their former Apprenticeship programme);

12.1.2 require UCQ to seek Additional Funding in relation to Learning Support if in UCQ’s reasonable opinion the Additional Funding is being used to support the Apprentice with everyday difficulties not directly related to the Apprenticeship; and

12.1.3 withdraw Apprentices and re-start Apprenticeships that originally commenced before 1 May 2017 when the DFE/DWP Rules came into force.

13 Employer Training Provider Responsibilities

13.1 The Employer shall observe and perform any DFE Apprenticeship Agreement for Employers entered into between the Employer and the DFE that applies to any Apprenticeship under this Agreement.

13.2 Without prejudice to clause 13.1 the Employer shall:

13.2.1 promptly and whenever reasonably required by UCQ provide such information as the DFE may require to pay the Charges; and

13.2.2 authorise and direct the DFE to make payments to UCQ for the Agreed Services and the assessment by the Apprentice Assessment Organisation;

in each case to the extent permissible under the DFE/DWP Rules.

13.3 Whenever the Apprentice has the status "Live" in the Employer's Digital Account, the Employer shall not be entitled to stop or suspend payments by the DFE to UCQ unless one of the Termination Conditions applies.

13.4 Insofar as it relates to the Agreed Services, the Employer shall indemnify UCQ against all loss damages costs claims and expenses suffered or incurred by UCQ as a result of:

13.4.1 the Employer failing to disclose any information to UCQ that was reasonably required in relation to the Apprentice and the Apprenticeship by UCQ, including but not limited to:

(a) where the Training Provider is unable to claim Additional Funding due to the Employer's failure to provide sufficient information within a reasonable period of time;

(b) any change of circumstance relating to the Employer or the Apprentice;

13.4.2 any action which the DFE may take if the Employer's recruitment practice is detrimental either to the Apprentice or the apprenticeship brand; or

13.4.3 as a result of the DFE taking action to recover funding from UCQ owing to any breach of the DFE/DWP Rules by the Employer or any breach of this Agreement by the Employer which results in a breach of or failure to comply with the DFE/DWP Rules.

MUTUAL DFE RESPONSIBILITIES

14 Positive obligations

14.1 If the Agreed Services are DFE funded, each of UCQ and the Employer undertakes with the other that it shall in accordance with the DFE/DWP Rules:

14.1.1 enter into a written Apprenticeship Agreement and Training Plan in relation to each Apprentice at the start of and for the entire length of the Apprenticeship;

14.1.2 in relation to the Apprenticeship Grant for Employers, complete and sign the required declaration before the 13 week period is reached;

14.1.3 agree when the Apprentice has obtained sufficient skills, knowledge and behaviours to sit their End-Point Assessment and for this purpose the Employer shall agree a time proposed by UCQ within 14 days of UCQ requiring it to do so and if the Employer shall fail to do so UCQ is hereby authorised in the name and on behalf of the Employer and UCQ to decide that time as UCQ thinks fit;

14.1.4 take the costs of the End-Point Assessment and any re-takes into account when agreeing the Charges;

14.1.5 include the contact details and website for UCQ in the Apprenticeship Agreement and on the training plan; and

14.1.6 cooperate with each other to support the Apprentice and seek alternative opportunities if the Apprenticeship is successfully completed and the Apprentice does not stay with the Employer.

15 Negative obligations

15.1 If the Agreed Services are DFE funded each of UCQ and the Employer undertakes to the other that in accordance with the DFE/DWP Rules it shall not use any Funding for any of the following:

15.1.1 Specific services not related to the delivery and administration of the apprenticeship (provider costs) including

- Lead generation and pre-screening activities
- Recruitment (including DBS checks) and continuing professional development of provider staff
- Development of original teaching materials related to delivery of a new apprenticeship offer
- Provider induction activities
- Student support services, graduation ceremonies and celebration events
- Provider business costs including the cost of non-apprenticeship personnel where these costs are not directly attributable to the apprenticeship;
- Wider business costs, including insurance, rent / rates, utilities, building maintenance, phone systems and library service.
- The cost of non-apprenticeship personnel, where these costs are not directly attributable to an apprenticeship.

15.1.2 Specific services not related to the delivery and administration of the apprenticeship (employer costs) including

- Apprentice wages / benefits (including wages / costs of backfill arrangements)
- Apprentice travel and subsistence costs (including travel to off-the-job training)
- All accommodation costs associated with off-the-job training
- Personal protective equipment / uniforms and safety equipment required for the apprentice's day-to-day work
- Recruitment (including DBS checks) and continuing professional development of employer staff
- Employer induction activities for the apprentice
- Flexi-job apprenticeship agency fees
- Student membership fees that are required by professional bodies, even where linked to a mandatory qualification
- Any fees to awarding bodies for non-mandatory qualifications
- Additional learning required to re-sit an exam linked to a non-mandatory qualification
- Re-sit costs for a mandatory qualification, beyond the first re-sit (which is eligible)
- Any training, optional modules, educational trips or trips to professional events, including travel and/or accommodation costs for UCQ induction and learning fairs where applicable, in excess of those required to pass the end-point assessment and achieve the apprenticeship
- Time spent by employees / managers supporting or mentoring apprentices, where this is not delivering training required as part of the apprenticeship
- Creation of line manager resources;

15.1.3 End-point assessment costs incurred by the main provider including invigilation;

15.1.4 English and maths up to Level 2 (note where this is required it is funded separately by the DFE);

15.1.5 Learning support – costs associated with any detailed assessment for learning support and learning support payments;

15.1.6 repeating the same regulated qualification where the Apprentice has previously achieved it unless it is a requirement of the Apprenticeship or for any GCSE where the apprentice has not achieved grade C or 4 or higher;

15.1.7 Examinations and other testing, such as on-programme assessments (linked to a qualification) and mock testing (relating to end-point assessment);

15.1.8 Costs of assessing overseas qualifications (e.g. UK ENIC)

15.1.9 Capital purchases (and the maintenance of capital purchases and depreciation), including lease agreements, which would have a lifespan beyond the Apprenticeship being funded;

15.1.10 Financial inducements.

The general terms and conditions set out in Schedule 2 shall apply.

This Agreement has been entered into and delivered on the date stated at the beginning of it.

SCHEDULE 1

Definitions and Interpretations

1.1 The definitions and rules of interpretation set out below shall apply in this Agreement.

Additional Funding	means either funding for Apprentices in need of Functional Skills or Learning Support;
Agreed Services	means the Training Services and any other services to be provided by UCQ pursuant to clause 5, including, unless the context otherwise requires, services which are incidental or ancillary to the Training Services and 'the Agreed Services' shall mean all Agreed Services agreed pursuant to every Request for Services under this Agreement as varied by any applicable Change Note or Mandatory Change Notice;
Apprentice	means an individual employed by the Employer under an Apprenticeship Agreement who is an Apprentice under the DFE Rules and in relation to whom UCQ is to provide any of the Agreed Services;
Apprentice End Point Assessment Organisation	means an approved organisation for the applicable Apprenticeship;
Apprenticeship	means the training and employment of an Apprentice in accordance with the DFE Rules;
Apprenticeship Agreement	means a written contract of employment between the Apprentice and the Employer including a statement on the skill, trade or occupation in which the Apprentice is being trained;
Apprenticeship Standard	means a standard approved by the DFE and published by the Secretary of State, and assessed through a standardised exam, more particularly described in the DFE Rules;
Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business during 9:00 a.m. through 5:00 p.m.;
Change Note	means a Mandatory Change Note pursuant to clause 6 and a 'Change Note' pursuant to Schedule 3;
Charges	means the charges specified in a Request for Services for the Agreed Services;
Commencement Date	means the date of this Agreement;
Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;
Confidential Information	means any information that a Party has or acquires before, on or after the date of this Agreement that is confidential in nature concerning the other Party including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy or that of any member of the group of companies to which the other Party belongs;
Data Controller	means the person or organisation who determines the purposes for which and the manner in which any Personal Data is processed;
Digital Account	means the Employer's digital account held under the DFE Rules;
Employer's Equipment	means any equipment, including tools, systems, cabling or facilities, provided by the Employer, its agents, subcontractors or consultants which is used directly or

	indirectly in the supply of the Agreed Services including any such items specified in a Request for Services;
Employer Materials	means all documents, information, items and materials in any form, whether owned by the Employer or a third party, which are provided by the Employer to UCQ in connection with the Agreed Services, including the items provided pursuant to clause 9;
End-Point Assessment	means the independent assessment of the Apprentice' s knowledge, skills and behaviours carried out by an Apprentice End Point Assessment Organisation at the end of the Apprenticeship to confirm that the Apprentice has met the requirements of any relevant Approved Apprenticeship Standard;
DFE	means the Department for Education;
DWP	means the Department for Work and Pensions;
DFE/DWP Rules	means the funding rules as contained in: *Apprenticeship funding rules August 2026 to July 2027,* as amended from time to time;
Force Majeure Event	any circumstance not within a Party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) terrorist attack, civil commotion or riots, war, threat of or preparation for war; (c) nuclear, chemical or biological contamination; (d) any law or any action taken by a government or public authority; (e) collapse of buildings, fire, explosion or accident; (f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party); (g) non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on this clause); and (h) interruption or failure of utility service;
Functional Skills	means Functional Skills for the purposes of the DFE Rules;
Funding	means funding provided by the DFE through either the Employer's Digital Account with Apprenticeship Service, the DFE or through Government-Employer co-investment;
Funded Charges	means Charges that are recovered from the DFE.
Incentive Payments	means an incentive payment made available to the Employer and paid to UCQ on the Employer's behalf by the DFE
Individual Training Plan	means in relation to each Apprentice a plan agreed between the Employer, UCQ and the Apprentice setting out how the Apprentice will develop the knowledge, skills & behaviours required under the Apprenticeship Standard or Apprenticeship Framework;
Intellectual Property Rights (IPRs)	means patents, rights to inventions, copyright and moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality

	of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Learning Support	means support available for Apprentices with learning difficulties or disabilities;
Mandatory Change Notice	shall have the meaning given in clause 6.2;
Mandatory Policies	means the Employer's business policies listed in Schedule 6, as amended by notice to UCQ from time to time;
Payment Schedule	means the schedule for payment agreed between the Parties;
Personal Data	means data relating to a living individual who can be identified from that data (or from that data and other information in the Data Controller's possession or likely to come into the Data Controller's possession);
Request for Services	means a request for services made in accordance with clause 5;
Subcontractors	means a person or organisation selected by the Employer and UCQ to deliver part of the Training on behalf of UCQ under this Agreement;
Termination Conditions	means the conditions specified in Schedule 2 paragraphs 6.1.1, 6.1.2 and 6.1.2;
Training Provider	means UCQ; the two terms are used interchangeably herein.
Training Provider's Equipment	means any equipment, including tools, systems, cabling or facilities, provided by UCQ to the Employer and used directly or indirectly in the supply of the Agreed Services, including any such items specified in a Request for Services but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Employer;
Training Materials	means all documents, information, items and materials in any form, whether owned by UCQ or a third party, which are used by UCQ in connection with the Agreed Services;
Training Services	means the services set out in Schedule 8;
Unfunded Charges	means such part of the Charges that have not been recovered from the DFE for any reason other than the default of UCQ; and
VAT	means value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to each other gender.

1.8 This Agreement shall be binding on, and ensure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.12 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.13 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 Words or phrases defined in the DFE/DWP Rules shall have the same meaning in this Agreement.

SCHEDULE 2

General Terms and Conditions

1 **Intellectual Property Rights**

1.1 In this paragraph 1 ‘its 'Materials’ means in relation to UCQ the Training Materials and in relation to the Employer the Employer Materials.

1.2 Each Party (or its licensors, as applicable) shall retain ownership of all IPRs in its Materials.

1.3 Each Party hereby grants to the other a non-exclusive, non-transferable, royalty free licence for the duration of the Agreed Services to use its Materials to the extent reasonably necessary to provide the Agreed Services.

1.4 Each Party:

1.4.1 warrants that the receipt and use of its Materials in the performance of this Agreement by the other, its agents, subcontractors or consultants will not infringe the rights, including any Intellectual Property Rights, of any third party; and

1.4.2 shall keep the other indemnified against all damages, costs, claims and expenses suffered or incurred by it as a result of any actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of its Materials.

2 **Data Protection and Data Processing**

2.1 UCQ shall be the Data Controller of all Personal Data obtained by it from each Apprentice or the Employer for the purpose of the Agreed Services.

2.2 Each Party shall process Personal Data only in accordance with the General Data Protection Regulation (GDPR) and Data Protection Act 2018 and where necessary on the other Party’s instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised.

2.3 Each Party shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

2.4 Each Party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

2.5 Each Party warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

2.5.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

(a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(b) the nature of the data to be protected including, but not limited to, the security measures specified or referred to in the Schedule 6;

2.5.2 take reasonable steps to ensure compliance with those measures.

3 **Confidentiality**

3.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by paragraphs 3.2 and 3.3.

3.2 Each Party may disclose the other Party's Confidential Information:

3.2.1 to its employees, officers, contractors, agents, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement, provided that such Party shall procure that its employees, officers, contractors, agents, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this paragraph 3; and

3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3.3 Each Party may disclose the other Party's Confidential Information if, and to the extent to which, either Party can prove to the other's reasonable satisfaction that the Confidential Information:

3.3.1 is required to be disclosed under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, in which case paragraph 4 will apply;

3.3.2 is, or has become, generally available to the public other than as a direct or indirect result of the information being disclosed by a Party or its representatives in breach of this Agreement;

3.3.3 was available on a non-confidential basis to a Party prior to disclosure to it by the other Party;

3.3.4 is developed by or for a Party independently of the information disclosed by the other Party; or

3.3.5 the Parties agree in writing that the information is not confidential.

4 **Freedom of Information**

4.1 The Employer acknowledges that UCQ is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

4.2 The Employer shall offer such prompt and reasonable assistance to UCQ, as UCQ may request from time to time, to assist it in complying with its information disclosure obligations under the legislation set out in paragraph 4.1.

4.3 Where the Employer receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 relating to the operation of this Agreement, the Employer shall promptly pass the request to UCQ and shall not respond directly to any such request without UCQ's prior written consent.

5 **Limitation of Liability**

5.1 Nothing in this Agreement shall limit or exclude either Party's liability for:

5.1.1 death or personal injury caused by its negligence;

5.1.2 fraud or fraudulent misrepresentation; or

5.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

5.2 Subject to paragraph 5.1, UCQ shall not be liable to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

5.2.1 loss of profits; sales or business; anticipated savings; goodwill;

5.2.2 loss of use or corruption of software, data or information; or

5.2.3 any indirect or consequential loss.

5.3 Subject to paragraph 5.1, each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be limited to the total Charges paid during the 12 months immediately preceding the date on which the claim arose.

5.4 The terms implied by section 3, 4 and 13 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

6 Termination

6.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement in its entirety or only in relation to the Agreed Services agreed pursuant to any Request for Services with immediate effect by giving written notice to the other Party if:

6.1.1 the other Party commits a material breach of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

6.1.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

6.1.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

6.2 Without affecting any other right or remedy available to it, UCQ may terminate this Agreement with immediate effect by giving written notice to the Employer if:

6.2.1 the Employer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

6.2.2 there is a change of Control of the Employer;

6.2.3 There is a reasonable reputational risk to UCQ due to activities that are being undertaken by the Employer; or

6.2.4 the Training Provider has serious concerns around Safeguarding, the Prevent Duty, Equality and Diversity or Health and Safety.

7 Consequences of Termination

7.1 On termination or expiry of this Agreement:

7.1.1 unless expressly stated otherwise in the termination notice, this Agreement shall continue in relation to any uncompleted Agreed Services agreed pursuant to every Request for Services until those

services are completed, provided that UCQ shall be entitled to cease to perform these Agreed Services on notice in writing;

7.1.2 the Employer shall immediately pay to UCQ all Charges due in respect of the Agreed Services whether or not the Charges are Funded Charges or Unfunded Charges;

7.1.3 the Employer shall promptly return all of UCQ's Equipment and if the Employer fails to do so, UCQ will invoice for the value of UCQ's Equipment and the Employer will pay all Charges;

7.1.4 until UCQ's Equipment has been returned or reimbursed, the Employer shall be solely responsible for its safe keeping; and

7.1.5 UCQ shall on request return any of the Employer Materials not used up in the provision of the Agreed Services.

7.2 Other than as set out in this Agreement, neither Party shall have any further obligation to the other under this Agreement after its termination.

7.3 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, , and Schedule 2 paragraphs 1, 2, 3, 4, 5, 7, 11, 12, 13, 15, 18 and 19 shall remain in full force and effect.

7.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

7.5 If the Apprenticeship Agreement is terminated by the Employer or Apprentice, within the first 42 days of the Apprenticeship, then any co-investment payments made by the Employer to the Training Provider will be fully refunded, by UCQ.

8 **Employer Delay and Force Majeure**

8.1 If a Party ('the Affected Party') is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. Without prejudice to paragraph 8.3, the time for performance of such obligations shall be extended while the effects of such Force Majeure Event prevails.

8.2 The corresponding obligations of the other Party shall be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

8.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 1 month written notice to the Affected Party and paragraph 7 shall apply.

8.4 Notwithstanding the other provisions of this paragraph 8.4, if either Party's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the other Party, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, that Party shall be allowed an extension of time to perform its obligations equal to the delay caused by the other Party or further if reasonably required.

9 **Assignment and Other Dealings**

9.1 Subject to paragraph 9.2, neither Party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the consent of the other Party.

9.2 UCQ may in accordance with the other provisions of this Agreement sub-contract performance of the Agreed Services to any sub-contractor with the consent of the Employer such consent not to be unreasonably withheld and provided for the avoidance of doubt that UCQ shall remain responsible for performance of the Agreed Services by that sub-contractor and for complying with its responsibilities under this Agreement.

9.3 If any subcontractor undergoes a change of circumstances that affects its ability to continue to deliver any of the Agreed Services, UCQ shall be entitled to make such alternative delivery arrangements for each affected Apprentice as it may reasonably decide.

10 **Variation**

Subject to clause 6, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

11 **Waiver**

11.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

11.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12 **Severance**

If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13 **Entire Agreement**

13.1 This Agreement (along with all other material information) constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or in law. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

14 **Partnership and Agency**

14.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between either of the Parties, constitute either Party the agent of the other, or save as otherwise expressly provided authorise either Party to make or enter into any commitments for or on behalf of the other.

14.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other Party.

14.3 For the purpose of obtaining any payment to which UCQ may be entitled in respect of the Agreed Services or otherwise pursuant to this Agreement under the DFE Rules and by way of security, the Employer hereby irrevocably appoints UCQ to be its attorney in its name and on its behalf to do anything necessary or desirable to obtain such payment.

15 **Third Party Rights**

No one other than a Party, its successors and permitted assignees, shall have any right to enforce any of the terms or conditions of this Agreement.

16 **Notices**

16.1 Any notice given to a Party under or in connection with this Agreement shall be in writing including by email;

16.2 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17 **Counterparts**

17.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute this singular Agreement.

17.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

18 **Disputes**

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, the Parties shall follow the procedure set out in Schedule 4.

19 **Governing Law and Jurisdiction**

19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

SCHEDULE 3

Change Procedure

1 Any discussions which may take place between the Employer and UCQ in connection with a possible change shall be without prejudice to the rights of either Party.

2 A request to amend this Agreement or the Agreed Services by either Party shall be made in writing to the other in the form of a note (a '**Proposed Change Note'**).

3 Each Proposed Change Note shall state:

3.1 the name of the Party requesting the change;

3.2 the date of the request;

3.3 the reason for the change;

3.4 full details of the change;

3.5 the price, if any, associated with the change;

3.6 the likely impact of the change on other aspects of this Agreement including:

3.6.1 the timetable for the provision of the Agreed Services;

3.6.2 the effect on the Charges;

3.6.3 the training to be provided;

3.6.4 the use of sub-contractors;

3.6.5 working arrangements;

3.6.6 other contractual issues; and

3.7 a timetable for implementation of the change.

4 UCQ and the Employer shall negotiate each Proposed Change Note in good faith and without any obligation on either Party to agree, both Parties shall sign the Proposed Change Note once it is agreed.

5 A Proposed Change Note when signed by the Employer and UCQ shall thereupon become a Change Note and shall constitute an amendment to this Agreement.

SCHEDULE 4

Dispute Resolution Procedure

1 Either Party may give to the other written notice ('a **Dispute Notice**'), setting out the nature and particulars of the disputed matter ('the **Dispute**') together with relevant supporting documents. Complaints can be emailed to the Complaints Officer: complaints@ucq.ac.uk

2 On service of a Dispute Notice, the Apprenticeship Manager and the Training Manager (together, the '**Managers**') shall attempt in good faith to resolve the dispute.

3 If the Managers are unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the chief executive officer of the Employer and chief executive officer of UCQ (together 'the chief executive officers') who shall attempt in good faith to resolve it.

4 If the chief executive officers are unable to resolve the Dispute within 30 days of it being referred to them, the Parties shall attempt to settle it by mediation.

5 Disputes can also be lodged with the Apprenticeship Service Support helpline:

helpdesk@manage-apprenticeships.service.gov.uk

Telephone: 08000 150 600

6 The Parties will agree a mediator, if other methods could not resolve the dispute:

6.1.1 to initiate the mediation, a Party shall serve notice in writing to the other Party to the Dispute, requesting a mediation;

6.1.2 the mediation will start not later than 30 days after the date of the written notice.

7 If the Dispute is not resolved within 90 days after service of the Dispute Notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of 90 days, or the mediation terminates before the expiration of the said period of 90 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 19 of Schedule 2.

8 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute at any time.

SCHEDULE 5

The Training Plan

1 The Training Plan shall include, in accordance with the DFE/DWP Rules:

1.1 The name of the apprentice, their job role and their normal working hours.

1.2 Details of all relevant parties (the employer, the main provider (and any subcontractors involved in the delivery of off-the-job training), and the end-point assessment organisation).

1.3 Summary of the initial assessment.

1.4 Details of the apprenticeship, including the name of the apprenticeship standard, the level, the start and end dates for both the apprenticeship and the practical period of training.

1.5 The total volume of off-the-job training hours that will be delivered; this must at least meet the minimum policy requirement.

1.6 A brief description of the delivery model (e.g. day release, block release, front-loaded)

1.7 Details of the occupational training to be delivered. For standards with a mandatory qualification(s) this must be, as a minimum, a list of the units, along with a description of all additional activities that the apprentice will undertake to develop occupational competency. For standards without a mandatory qualification this must be a description of the activities that the apprentice will undertake to develop occupational competency. It must be clear if the training has been included in the planning off-the-job training hours.

1.8 Details of any English and/or maths standalone qualifications to be delivered. It must be clear that English and/or maths standalone qualifications have not been included in the planned off-the-job training hours.

1.9 The training plan must not include any content that has been identified and agreed with the employer, as relevant prior learning

1.10 Details of when the content will be delivered.

1.11 Details of who is responsible for each component of the delivery. This may include the provider, a subcontractor or the employer – where this party is accessing apprenticeship funding for the delivery, they must be on the Apprenticeship Provider and Assessment Register (APAR) (unless an exemption applies)

1.12 Written confirmation from the employer that the apprentice will be allowed to undertake off-the-job training within their normal working hours, in addition to English and maths standalone qualifications if required.

1.13 Summary details of progress reviews, including the frequency and format.

1.14 The process for resolving any queries or complaints regarding the apprenticeship, including quality. This must include details of the escalation route within the main provider's own organisation and the escalation process to the DFE Apprenticeship Service Support on 08000 150 600 or mailto:helpdesk@manage-apprenticeships.service.gov.uk

SCHEDULE 6

Mandatory Policies

Employers are required to hold the following mandatory documentation (or their equivalents):

- Liability Insurance
- Health and Safety Policy
- Data Protection Policy
- Equality, Diversity and Inclusion Policy Statement

Complaints Procedure

- Employers will be informed of UCQ's complaints procedure.

SCHEDULE 7

Template Request for Services – Apprenticeship Provision

Employer Name		**ERN (if known)**		
Employer Contact		**Telephone**		
Email		**Mobile**		
Number of Employees		**Levy Player**	Yes ☐	No ☐

Apprenticeship Manager **Digital Apprenticeship Service contact**

Name		**Name**	
Title		**Title**	
Email:		**Email:**	
Telephone No:		**Telephone No:**	

Apprenticeship Standard/s	**Awarding Organisation/s**	**End-Point Assessment Organisation**
CMDA Level 6	CMI; Open University	CMI

Employer Materials/Resources to be used
Employer premises for delivery/assessment

List of Agreed Subcontractors	**Services to be provided**
None	NA

SCHEDULE 8

The Training Services and Total Negotiated Price

For the training of apprenticeships through Frameworks or Standards as agreed between the Training Provider and the Employer to the Apprentices agreed through completion of a Training Plan per Apprentice. A copy of the training schedule, including dates/hours, will also be attached to the contract as an appendix. This schedule outlines the full apprenticeship programme outlined in Schedule 7.

UCQ reserves the right not to enrol an Apprentice on an apprenticeship training programme where UCQ has determined that it would not be appropriate to enrol an Apprentice into a funded Apprenticeship programme: - for example, if the minimum duration or requirement for minimum off-the-job training cannot be met. In such circumstances, the Employer and UCQ may agree to provide training for a fee determined and mutually agreed between UCQ and Employer.

Total Negotiated Price and Confirmation of Funding Sources

Component	Funding source	Amount	Breakdown	
CMDA Apprenticeship Standard	Employer +	£21,560^	Off the job training including learning materials (non capital)	£14,004
			Registration & certification costs (mandatory qualification)	£216
			Peripheral costs including assessment	£4,340
			Programme management and administration	£1,900
			Total Training Costs**	**£20,460**
			Total End Point Assessment Costs	**£1,100**
Functional Skills (English and maths)	DFE	£471 per qualification*		

+ Funded through the apprenticeship levy or co-investment as outlined in the DFE/DWP funding guidelines as per Schedule 7 (Levy Payer or Non-Levy Payer). Co-investment is currently 25% of apprenticeship value for Levy payers and 5% of apprenticeship value for Non-Levy. The Government will fund all apprenticeship training and assessment costs for Non-Levy where the apprentice is aged 16-24 years old at the start of their apprenticeship training.

^ This Total Negotiated Price (TNP) is based on an existing Manager who requires full training and support with no RPL. Only eligible costs for funding are included in this TNP broken down above, this does not include any ineligible costs as laid out in clause 15.1 (page 11).

** If the initial assessment of the Apprentice determines that the Total Training Costs will reduce in line with an updated training plan to reflect prior learning and experience, an amended Schedule 8A will be provided.

* Only applies where Functional Skills are required

SIGNATURES

SIGNED BY:

Employer	
Signature:	
Name:	
Position:	
On behalf of Organisation:	
Date:	

SIGNED BY:

UCQ	
Signature:	
Name:	
Position:	
On behalf of Organisation:	
Date:	