

STANDARD CONDITIONS FOR THE PROVISION OF A FUNDED LEARNING PROGRAMME

1. THE SERVICES

The PROVIDER shall:

- 1.1 provide the identified Learners with a programme of individual, on site assessments with a goal of the Learners achieving an NVQ and/or Modern Apprenticeship.
- 1.2 consider for inclusion on the Learning Programme any Learner nominated by the EMPLOYER subject to the EMPLOYER having properly completed the relevant documentation for enrolment onto the Learning Programme.
- 1.3 provide an Induction for all Learners describing the Learning Programme and including Health and Safety and Equal Opportunities responsibilities.
- 1.4 assist in undertaking an initial assessment and the development of an Individual Learning Plan for every Learner.
- 1.5 meet with the EMPLOYER on a quarterly basis or more frequently if required to review progress and achievement of the Learners and to collate all required Funding Body documentation.
- 1.6 ensure that the Assessors are appropriately qualified and experienced and have sufficient occupational competence.
- 1.7 ensure that the Assessors monitor and assess the Learners during the Learning Programme.
- 1.8 keep detailed, up to date and accurate records of the attendance of Learners on the Learning Programme and of the Assessments, training and coursework completed by the Learners and will submit such information to the EMPLOYER as and when requested.
- 1.9 apply to the Funding Body and retain all funds awarded for the delivery of the Learning Programme.
- 1.10 endeavour to provide evidence of Learner achievement within 12 weeks of the achievement date.

2. LEARNER INDUCTION, SELECTION AND ENROLMENT

The EMPLOYER shall:

- 2.1 put forward for inclusion on the funded Learning Programme only those Learners who are suitable and eligible for funding.
- 2.2 accept the PROVIDER's decision on suitability and eligibility of Learners.
- 2.3 provide a company induction for all new joiners and Learners, to include a clear statement and training relating to the Learners' health and safety and equal opportunities requirements and responsibilities.
- 2.4 supply to the PROVIDER full details and materials relating to the standard company induction and relevant training programmes.
- 2.5 provide information as reasonably requested by the PROVIDER and support the PROVIDER in the completion of an initial assessment and Individual Learner Record (ILR) and Individual Learning Plan (ILP) for every Learner in the form required by the PROVIDER and/or Funding Body.

3. FUNDING BODY REQUIREMENTS

The EMPLOYER shall:

- 3.1 apply its best efforts to meet all stated Funding Body requirements for eligibility and implementation of a funded Learning Programme.
- 3.2 inform the PROVIDER of any Leavers within one week of the leaving date.
- 3.3 provide, where appropriate, such relevant information that may be requested by the PROVIDER and/or Funding Body during the duration of the funded Learning Programme.
- 3.4 co-operate fully and allow appropriate access for auditing and inspection visits relating solely to the relevant learning programme as requested by the PROVIDER, Funding Body, Awarding Body and/or Adult Learning Inspectorate.
- 3.5 not apply to any Funding Body for funding in respect of any Learner on the Learning Programme, other than through the agency of the PROVIDER and use its best endeavours to ensure that no Learner is in receipt of any grant money or other funding.
- 3.6 inform the PROVIDER at the earliest practical opportunity of any intention or plan to terminate the employment of any Learner enrolled in or planning to enter the Learning Programme.

4. LEARNER SUPPORT

The EMPLOYER shall:

- 4.1 allow the PROVIDER reasonable access to its location and facilities for the successful delivery of the Learning Programme.
- 4.2 co-ordinate the scheduling of onsite Inductions, training and assessments and to inform Learners of arrangements.
- 4.3 allow the PROVIDER and its staff access to each Learner for the purposes of training, support and assessment at least once every four weeks for the duration of the learning programme.
- 4.4 actively encourage all Learners to attend all necessary workshops, training, assessment and review sessions and to successfully complete the Learning Programme.
- 4.5 fully support the Learners through provision of information, support, testimony, advice, guidance and personal performance reviews as required for successful completion of the Learning Programme.
- 4.6 ensure that the Learners' manager or team leader or mentor attends a Progress Review with each Learner and the PROVIDER at least once every twelve weeks.
- 4.7 in the event of a Learner terminating their employment with the EMPLOYER, provide where appropriate and at the discretion of the EMPLOYER, relevant information and documents relating to the Learner as reasonably requested by the PROVIDER.

5. MONITORING, REVIEW AND REPORTING

The EMPLOYER shall:

- 5.1 appoint a 'Contract Manager' with overall responsibility for the success of the Learning Programme.
- 5.2 appoint a 'Co-ordinator' to provide a single point of contact with the PROVIDER in respect of day-to-day arrangements, scheduling, problems and changes.
- 5.3 ensure that the Contract Manager and Co-ordinator meet with the PROVIDER every three months or more often if required.

- 5.4 complete and return in-learning lists and learner activity reports to the PROVIDER every month or more often if required.

6. SCHEDULING AND CANCELLATION

- 6.1 Onsite inductions, assessments, reviews and workshops will be agreed in advance on dates and times set by mutual agreement between the EMPLOYER and the PROVIDER and should be confirmed by both parties in writing or by email.
- 6.2 The PROVIDER reserves the right to charge the EMPLOYER the sum of £100.00 (plus VAT) for every individual induction, assessment or review missed, postponed or cancelled by the Learner or the EMPLOYER with seven or fewer days notice.
- 6.3 The PROVIDER reserves the right to charge the EMPLOYER the sum of £250.00 (plus VAT) for every group induction or workshop postponed or cancelled by the EMPLOYER with seven or fewer days notice.

7. HEALTH AND SAFETY

The EMPLOYER shall:

- 7.1 comply with all relevant duties under the Health and Safety at Work Act (HASAWA) 1974 and all other statutory provisions.
- 7.2 provide a healthy and safe working environment, welfare facilities, equipment, safe systems of work, emergency fire and first aid arrangements for all Learners.
- 7.3 supply to the PROVIDER the written Health and Safety policy.
- 7.4 report at the earliest practical opportunity by telephone, fax or email to the PROVIDER and the Funding Body, any Learner fatality, lost time accident, work related ill health or other condition related to Learners and notify the appropriate Enforcing Authority of the same in compliance with the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995.

8. EQUAL OPPORTUNITIES

The EMPLOYER shall:

- 8.1 strive to deliver equality of opportunity for all Learners irrespective of their age, race, sex, religion, sexual orientation, whether or not they have a disability, learning difficulty or any other characteristic.
- 8.2 ensure compliance with all relevant Equal Opportunities legislation including but not limited to the Race Relations Act 1976 (amended 2000), Sex Discrimination Act 1975, Disability Discrimination Act 1995 (amended 2000), Human Rights Act 1998, Equal Pay Act 1970 and Equal Pay (amendment) Regulations 1983.
- 8.3 supply to the PROVIDER a written Equal Opportunities policy.
- 8.4 provide evidence as requested from time to time by the PROVIDER and/or Funding Body of effective implementation of its Equal Opportunities policy.

9. TARGETS AND FEES

The EMPLOYER shall:

- 9.1 use its best endeavours to meet any schedule for Starters and Completions as agreed with the PROVIDER.
- 9.2 inform the PROVIDER immediately upon becoming aware of any potential shortfall in meeting any agreed schedule for Starters and Completions.
- 9.3 pay to the PROVIDER an early leaver fee of £250.00 (plus VAT) for every Learner who withdraws from or fails to complete the Learning Programme for whatever reason.

10. NON SOLICITATION

- 10.1 The EMPLOYER shall not, during the duration of the Learning Programme, and for a period of six months thereafter directly or indirectly knowingly solicit or entice away from the employment of the PROVIDER any person who is or has been in the previous six months an employee of the PROVIDER and is or has been associated or connected with the provision of the Learning Programme.

11. GENERAL CONDITIONS

- 11.1 The PROVIDER will not be held responsible and will not be liable for any costs, expenses, losses, claims or damages arising directly or indirectly from the services provided or as a result of actions undertaken by or failures in the duty and responsibilities of the EMPLOYER, its officers, staff or subcontractors.
- 11.2 All copyright and design rights in any documents produced by the PROVIDER in the course of its provision of the Learning Programme shall belong to the PROVIDER.
- 11.3 The PROVIDER shall indemnify the EMPLOYER against claims made against the EMPLOYER in respect of any infringement of intellectual property rights resulting from the PROVIDER'S design, manufacture, use or supply of the documents or from the PROVIDER'S performance of the Services.

12. CONFIDENTIALITY

- 12.1 Each party undertakes to the other:
 - 12.1.1 to keep confidential all information (whether written or oral) concerning the services, fees, business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement ("the Information") and
 - 12.1.2 not without the other's prior written consent, to disclose the Information in whole or in part to any other person save its employees involved in the implementation of the Learning Programme, its professional advisers or the Funding Bodies who have a need to know the same.

13. TERMINATION

- 13.1 The PROVIDER and/or EMPLOYER may terminate the Learning Programme at any time without recourse or liability in the event that:
 - 13.1.1 funding is altered, is withdrawn or ceases to be available.
 - 13.1.2 the EMPLOYER and/or PROVIDER fails to meet its responsibilities and/or obligations under this agreement.
 - 13.1.3 the EMPLOYER and/or PROVIDER convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I of The Insolvency Act 1986.

13.1.4 a trustee, receiver, administrative receiver or similar officer is appointed in respect of the EMPLOYER and/or PROVIDER's business or assets or for the winding up or for the making of an administration order.

13.1.5.the EMPLOYER and/or PROVIDER terminates or suspends its regular course of business, becomes subject to any bankruptcy or insolvency proceedings or becomes insolvent.

14. FORCE MAJEURE

14.1 Neither party shall be liable to the other or deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform any of its obligations under this agreement if the delay or failure was beyond that party's reasonable control (including, without limitation, any strike, lock out or other industrial action, Act of God, war or threat of war, accidental or malicious damage, prohibition or restriction by governments or other legal authority).

15. ENTIRE AGREEMENT

15.1 This Agreement contains the entire agreement and understanding of the parties in connection with the subject matter hereof and supersedes and extinguishes all previous agreements between the parties relating to the subject matter hereof and all and any representations and warranties previously given and/or made other than those expressly set forth herein.

SIGNED by:

Position:

Company name:

Date:

For and on behalf of

THE EMPLOYER

SIGNED by:

Position:

Date:

For and on behalf of

THE PROVIDER - Best Practice Training & Development Ltd