



Asset Training & Consultancy Ltd 1st August 2015 – 31st July 2016

This Service Level Agreement is made between

Asset Training & Consultancy Ltd (Hereinafter referred to as Asset),
1st Floor St. Hugh's House
Stanley Precinct
Bootle
Liverpool
Merseyside
L20 3QQ

And

Asset Training & Consultancy Ltd Copy



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GENERAL TERMS AND CONDITIONS

This Service Level Agreement is in addition to the Contract documents issued by Asset and acknowledged by you on behalf of your organisation for 2015-16

APPROVED QUALIFICATIONS

The Subcontractor **must** check the qualification(s) they propose to deliver under the Asset contract are valid and fundable on the Learning Aims tab of the SFA Hub (<https://des.imservices.org.uk/Pages/default.aspx>) prior to offering the qualification. The qualification **must be** valid from the learners start date to the learners end date as funding will not be secured for the qualification after its end date which is published on the Learning Aims Tab, funding cannot be guaranteed where the awarding body extends the operational end date.

It is the Sub-contractors responsibility to regularly check the validity of the qualification start and end dates as published on the Learning Aims tab of the SFA Hub.

LEARNERS EMPLOYERS

The Sub-contractor must agree the following with the learner's employers, via the SLA.

- Employer contributions.
- The terms and conditions of the programme including on and off the job GLH within the normal working hours of the learner.
- Ensure the employer is provided with 'The Employer Charter'
- Ensure the Employer is aware of who is funding the learners programme and the funding allocated to the learners programme.
- The Employer is aware of the rights of Asset, the funding body and OFSTED to gain access to the employer's premises with minimum notice.
- To ensure the Employer completes all required feedback/surveys when requested.
- Ensure the Employer is aware of any loan that is accessed/granted via the SLC for any aim or qualification being undertaken by an employed learner.

INITIAL ASSESSMENT

All learners must comply with the eligibility requirements of Asset, and the Skills Funding Agency - Refer to SFA funding rules 2015-2016 <https://www.gov.uk/government/publications/sfa-funding-rules-2015-to-2016>

The Sub-contractor shall supply Asset with evidence of the following.

- The learner exists.
- The Learner is eligible for funding /24+Advanced Learning Loan
- The learner has a contract of employment, working a minimum of 30 hours per week. (not applicable for ALR provision) **See funding rules 15-16 version 2 pages 68-69, employment hours.**
- The learner is in receipt of at least the minimum wage for their age and status..
- The education and training being delivered is eligible for funding.
- The learner has agreed to share the information held in their PLR Personal Learning Record with Asset and states this on the application form and is given the facility to log onto their learning account and set the Ability to Share field for this purpose. This will allow us to ensure that duplication of learning aims does not occur.
- The learner has been given all the IAG required including Assets learning and funding information letter and fully understands the requirements for a 24+ Advanced Learning Loan, if applicable.

All learners shall complete the Asset application pack.

- Ensure all learners can undertake the qualification supporting the GLH on and off the job during their normal working hours.

Initial assessment and diagnostic is required for all learners. A learner skill scan will be used unless another form of evidence has been sanctioned by Asset. This will ensure all learners are on the correct qualification and level for their job role.

All learners whose programme includes Functional skills **must** complete an initial assessment for all functional skills they will be undertaking, the preferred method being BKSB Live, unless another form of diagnostic tool has been agreed with and sanctioned by Asset. Learners completing Functional skills must complete the diagnostic at the level of the qualification to be undertaken or higher.

If the learner has previously completed functional skills at the required level for the apprenticeship they must be offered the opportunity to work towards the level above.

If the learner has not previously achieved any functional skills they must be offered the opportunity to work towards level two functional skills or GCSE whether or not it is included in the framework. See funding rules page 73.

RECOGNISING PRIOR LEARNING

For recognition of prior learning purposes the Sub-contractor will follow awarding body requirements and liaise closely with Asset, The Sub-contractor shall take full account of the learners recognised prior learning as documented below, ensuring the learners Individual Learning Plan reflects this and adjust the funding claim accordingly **using the calculator provided by Asset to standardise this calculation across the whole provision.**

Not duplicate any learning aim or unit of a learning aim, the learner has already undertaken. The funding claim must be reduced accordingly to taken full account of any duplicity.

Where more than 50% of assessment for a learning aim is achieved through Recognition of Prior Learning, the Sub-contractor **must** discount the funding for the proportion of the qualification assessed as being delivered through Recognition of Prior Learning by 50%. Funding rules Pages 23-24.

RECOGNISING EXPERIENCE

The Sub-contractor **must** follow the Skills Funding Agency requirements, ensuring that the learners experience is taken full account of **using the calculator provided by Asset to standardise this calculation across the whole provision** and the appropriate reduction in funding is applied on the application form, liaising closely with Asset, where this cannot be accounted for within the qualification, due to the requirements of the awarding body, a rational detailing this **must** be included with the learner application form.

SUPPORT FOR LEARNERS WITH SPECIAL NEEDS

If Asset identifies that a learner requires additional support, this will be detailed in the Individual Learning Plan. If the Sub-contractor identifies the need for additional support, a written request must be made to Asset. When agreement has been reached on the level of support the Individual Learning Plan will be updated accordingly. The Sub-contractor shall review the support arrangements consistently and ensure the effectiveness of the support arrangements and progress made by the learner is clearly documented and evidenced on the learners consistent and regular review, identifying any changes made to the support arrangements.

INDUCTION

The Sub-contractor shall provide induction for each learner on entry. The induction programme should include the following areas:

- Ensure that all learners are fully aware of the arrangement between both parties and the role of the agency.
- Explanation and IAG of the course including all aspects of the qualification the learner will be undertaken including methods of assessment and verification.
- Ensure that all learners are fully aware of the required number of GLH both on and off the job, of all aims being progress and how they will be documented, reviewed and collated throughout the learners programme.
- Ensure that all learners are fully aware of PLTS, how they will be meeting the standards and where it fits in to the qualification.
- Provide the learner with a detailed ILP containing all the learning aims being undertaken, method of delivery and target dates for the completion of the individual aspects of each aim the requirements of Asset and the SFA.
- Sub-contractors must fully engage with the learner's employer (if employed) and ensure they are given all the IAG and are fully aware of all the aims, requirements and arrangements for the programme including any GLH on and off the job, training and test requirements.
- The Sub-contractor **must** ensure that they have an Asset Service Level Agreement with all employers.
- Each learner undertaking an Apprenticeship with Asset will be reviewed every 12 weeks. The documentation must record the progress of the learner for each learning aim being undertaken. Any targets requiring adjustment will be discussed and recorded accordingly. The review process where possible will include the employer and their comments recorded; this will enable employer engagement throughout the programme.

- Learners on other SFA funded programmes will require a review of their progress throughout the length of their individual programme.
- Ensure the learner is fully aware of the Sub-contractors policy on fees and charging.
- Method and frequency of learner contact and reviews undertaken by the Sub-contractor to comply with Asset requirements a minimum of one visit per month for apprenticeship provision.
- Examination arrangements and dates (including re-sit dates if applicable).
- Issue of any essential course materials/documentation including the **Asset Learner Handbook** which includes the 'Learners Charter'.
- Introduction to the Sub-contractors facilities including welfare facilities.
- Health and safety awareness including first aid, accident reporting and fire/evacuation procedures.
- Child Protection and Vulnerable Adults awareness including who their nominated person is, who must be qualified to L2, all other staff who are likely to be in contact with Asset learners will hold a recognised level 1 qualification.
- Explanation of the Sub-contractors disciplinary, grievance and appeals procedure and the Sub-contractor charter.
- Learners to be informed of their rights and responsibilities relating to equal opportunities arrangements.
- Learners fully understand and participate ongoing in the development of Equality of Opportunity.
- Attendance and timetable arrangements (if applicable) which must be given to Asset.
- Procedure for reporting absence.
- Arrangements for obtaining learner satisfaction feedback and explanation of the Sub-contractors arrangements for the evaluation of training, which must comply with Asset requirements.
- Provide Asset with an **original document** (unless otherwise agreed with Asset) which is signed by the learner showing proof of induction and all aspects covered.
- Provide Asset with Start ILE, evidence of the learner having taking part in one or more **learning activities, on or before** the date documented in the ILR as the start date for that aim. This activity must generate evidence that progresses the aims the learner has started and is working towards, which are recorded in the ILR. The learner must document the activity they have taken part in, what they have learnt and how it maps into their qualification, which must be signed by the learner.

NB

Start ILE will only be accepted if the activity covers the aims funding is being claimed for on the ILR which does not include induction, PLTS or ERR as these are not aims funding on the ILR.

- Provide Asset on-going each month with evidence of the learner having taken part in one or more learning activities that cover live aims documented on their ILR.

DOCUMENTATION REQUIREMENTS

The Sub-contractor shall use **only** Asset documentation to engage the learner, any other documentation used to document the learners progress and learning activities **must be** sanctioned by Asset and **must** include all the logo's as required by Asset which is lead by the Skills Funding Agency.

TRACKING OF LEARNER

The Sub-contractor shall record, document and carry out consistent and regular reviews (documented in the learners ILP) the GLH on and off the job in the agreed format, all aims being undertaken, progress made on targets to date, any actions, targets agreed, meeting and maintaining the requirements of SASE, the Awarding Body, Skills Funding Agency and Asset.

Note- The target date of each aim should vary to reflect the planned programme of delivery setting target dates which are realistic and achievable, any changes to planned target dates **must** be documented in the learners review and ILP.

Tracking matrices or ILP tracker shall clearly show **all aims**, any element/unit achievement of vocational qualification and any changes agreed to the learners programme. This will allow Asset to update and maintain the relevant information systems.

The Sub-contractor shall immediately notify Asset of any learner experiencing difficulties, which may hinder their progress or lead to the learner to leave the programme as an early leaver none achiever.

Early leavers.

If the learner leaves the programme early without achieving their learning aims on the ILR, the sub-contractor will complete a change of status form and inform Asset of this within a two month period or before. The last recorded date the learner attended or was seen by the assessor/tutor must be recorded on the change of status form as the leave date.

Break in Learning

If a learner requires a break in learning, as per the funding rules for 2015/16 page 62, the sub-contractor must either:

- a) Provide a written request from the learner stating that they wish a break in learning and providing the reason for the request and confirming their intention to return to learning. This written request must be signed and dated by the learner and submitted to Asset before this can be granted. It is not up to the Sub-contractor to approve this request.
- b) If the learner is not able to request a break in learning in writing due to illness the sub-contractor must inform Asset of the break in learning request at the earliest opportunity and a verbal conversation with the learner by a member of Asset Staff will be held and the conversation recorded. The learner must provide the reason for the request and state that they intend to return to learning.
- c) If the learner is unable, due to serious illness or injury confirm a request for a break in learning Asset must be informed and appropriate action by Asset will be taken after consultation with the Sub-contractor.

Any learner who has not confirmed that they intend to return to learning will not be approved and the learner will be reported to the SFA as a withdrawal.

If the break in learning is approved by Asset a change of status form will need to be submitted to Asset with the last recorded date the learner attended or was seen by the assessor/tutor recorded on the change of status form as the last day they were in learning and evidence signed by the learner to support this. Asset reserve the right not to grant a break in learning if it falls outside of the SFA Funding Rules V2 2015/16. See page 62.

Return from Break In Learning

When the learner returns from the break in learning, the sub-contractor **must** complete a change of status form and inform Asset of this at the earliest possible time, the date the learner attended or was seen by the assessor/tutor and took part **in a learning activity** (meeting the evidence requirements detailed above), must be recorded on the change of status form as the date they returned and evidence signed by the learner provided to support this.

The Sub-contractor shall ensure the learning aim the learner was undertaking prior to the break in learning is still valid and fundable on the Learning Aims tab of the SFA Hub, if it is not the learning aim will no longer be eligible for funding. However where possible the subcontractor should endeavour to complete all the learning aims.

Any learners who have confirmed their intention to return and have been reported as a break in learning to the SFA but do not return as intended will be subsequently reported to the SFA as a withdrawal.

HARDSHIP

The Sub-contractor shall agree all hardship requests with Asset prior to approval.

HEALTH AND SAFETY

Learners Protection, Health and Safety

- The Subcontractor will fully indemnify Asset in respect of any Liability that arises as a result of any act of omission on the part of the Subcontractor (including, without limitation, any non-compliance with health and safety legislation) except to the extent that such Liability is due to the negligent act or omission by Asset.
- The Subcontractor will maintain adequate liability throughout the duration of the Agreement.
- The Subcontractor will, provide Asset with a certified copy of its insurance policies and if requested provide satisfactory evidence that all premiums for such policies are paid to date.
- The Sub-contractor shall ensure that learning takes place in safe, healthy and supportive environments, which meet the needs of learners.
- The Sub-contractor will be proactive in the compliance with child protection, vulnerable adult and health and safety legislation.
- The Sub-contractor shall ensure it complies with its duty to have due regard to the need to prevent Learners from being drawn into terrorism in accordance with s26 of the Counter Terrorism and

Security Act 2015 and the guidance published by the Secretary of State as per clause 8.11 of the Asset Contract.

Asset recommends professional indemnity insurance is in place.

Asset will:

- Maintain adequate records in relation to learner health and safety arrangements provided by the Sub-contractor.
- Liaise with regard to child protection, vulnerable adult concerns or issues to provide guidance and support as required.

Sub-contractor:

- Complete a health and safety welfare checklist / Initial Assessment for each employer prior to commencement of the learner.
- Standard 10 (contained in the Asset Application Pack) of the Initial Health & Safety Welfare check completed for **each** learner prior to their commencement. Assess the risks to learners, including any particular individual risks, ensuring effective controls are in place to prevent risks or reduce them to the lowest practicable level
- Complete a young person's risk assessment in line with current legislation and Skills Funding Agency requirements for learners who are aged 16 to 18 years.
- Nominate a representative for child protection, vulnerable adult protection and health and safety, to liaise with Asset on child protection, vulnerable adults and health and safety issues.
- Be proactive in the management of child protection, matters concerning vulnerable adults and health and safety, complying with all relevant requirements contained within legislation.
- Provide learners with appropriate, effective and timely information, instruction, training and supervision for their protection and health and safety.
- Report accidents, incidents and cases of work-related ill health, investigate the cause and ensure actions are taken to prevent a recurrence.
- Report all accidents involving an Asset learner under RIDDOR 1995 immediately to Asset, together with notifying the HSE.
- Any other Health & Safety registrations as requested by Asset.

In the event of a reported incident which Asset deem to require investigation, Asset will, with input from the Sub-contractor, send a nominated representative to investigate and report on the incident, completing the appropriate funding agency forms.

SAFEGUARDING

All subcontractors will make sure that safeguarding arrangements to protect children, young people and learners meet all statutory and other government requirements, promote their welfare and prevent radicalisation and extremism.

Self Assessment Reports (SAR) for 2015-16 will include a judgement on the personal development, behaviour and welfare of children and learners by evaluating the extent to which the provision is successfully promoting and supporting children's and other learners':

- pride in achievement and commitment to learning, supported by a positive culture across the whole provider
- self-confidence, self-awareness and understanding of how to be a successful learner
- choices about the next stage of their education, employment, self-employment or training, where relevant, from impartial careers advice and guidance
- where relevant, employability skills so that they are well prepared for the next stage of their education, employment, self-employment or training
- prompt and regular attendance
- following of any guidelines for behaviour and conduct, including management of their own feelings and behaviour, and how they relate to others
- understanding of how to keep themselves safe from relevant risks such as abuse, sexual exploitation and extremism, including when using the internet and social media
- knowledge of how to keep themselves healthy, both emotionally and physically, including through exercising and healthy eating
- personal development, so that they are well prepared to respect others and contribute to wider society and life in Britain.

in line with the new OFSTED common inspection framework September 2015. You can find the new CIF at the following address: <https://www.gov.uk/government/publications/common-inspection-framework-education-skills-and-early-years-from-september-2015>

All subcontractor staff will have an up to date DBS (Data Barring Service) check and be included in the central register held at the subcontractors premises.

COURSE DELIVERY

The Sub-contractor shall maintain the course directory in a timely manner using the login provided as required by Asset, lead by The Skills Funding Agency paying attention to the following

- Maintain and update the Course directory with the details of the individual courses you deliver.
- Emails received regarding the Course Directory are acted on to ensure Asset meets its contractual obligation in maintaining and updating the information when any and all changes are made to the course delivery of those courses on the directory.
- Supply Asset with all apprenticeship vacancy details to place on the National apprenticeship vacancy service site as required by the National apprenticeship vacancy service, the Skills funding Agency and Asset.
- Sub-contractors must have in place a signed agreement with Asset before promoting Employer Age Grants to Employers.

EQUALITY OF OPPORTUNITY

The Sub-contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the following:

- Equality Act 2010 which includes and supersedes the below
 - The Race relations act 1976
 - The Sex discriminations act 1975
 - The Disability act 1995
 - The Employment equality regulations 2003 (religion or belief)
 - The Employment equality regulations 2003 (sexual orientation)
 - The Employment equality regulations 2006 (age)

The Sub-contractor shall take all reasonable steps to ensure they observe these provisions. Learners are inducted and informed of the above during induction and ongoing throughout the course.

CONTRACT MANAGEMENT/QUALITY ASSURANCE

The Sub-contractor will abide by the requirements of the lead provider Asset which support the agreement with the Skills Funding Agency.

The Sub-contractor shall ensure that they are aware ongoing, of all the information and updates provided by the following;

- The Data Services
- The Skills Funding Agency.

It is an expectation that all Sub-contractors who deliver via Asset, will apply for and be successful on 'The Register', regardless of the 100K threshold.

The Sub-contractor and Asset will meet via the Sub-contractors meeting on a monthly basis to track progress of learners, detail changes to programmes and frameworks. In addition future developments and requirements will be discussed.

All meetings will be formally minuted.

The Sub-contractor shall notify Asset before any changes to the programme delivery are agreed.

The Sub-contractor shall ensure that Asset is given appropriate access to the Sub-contractor to review all aspects of delivery by staff, learner progress and conduct learner evaluations as appropriate.

The Sub-contractor shall ensure that:

- Suitable premises with vocationally competent and qualified staff are used for the delivery of courses. This requirement also covers part time/ temporary/relief staff.
- A documented delivery process is in place, which includes a system for reviewing courses and ensuring continuous improvement.
- Have a documented Quality Improvement Plan in place which details steps taken to continuously improve the provision, which is reflected accurately in the SAR.
- Sufficient equipment/materials are available for the number of learners following the particular course.
- Relevant information relating to External Verification of the Sub-contractor shall be shared with Asset including any actions or sanctions placed upon the Sub-contractor. A copy of the External Verification Report is to be forwarded to Asset.

- Relevant information relating to the SAR of the Sub-contractor is made available to Asset where it is supporting the course being inspected.
- Appropriate staff and learners are available for any forthcoming OFSTED Inspections.
- Results of Sub-contractor evaluation exercises shall be made available to Asset upon request.
- To comply with funding arrangements the Sub-contractor shall provide Asset with all **original** documentation that appertains to each named learner.
- Ensure the learner takes part in planned learning activities for all aims that funding is being claimed for on the ILR throughout their programme, clearly documenting the learning activities for each aim.
- The programme is **not assessment only** as this will not be funded.

EXAMINATIONS/AWARDING BODY REGISTRATION (All aspects of the framework)

Asset as the lead Provider will take responsibility for any award delivered by the sub-contractor that Asset have direct claims for this will include registering, IV and claiming as required by the Skills Funding Agency.

The Sub-contractor must ensure that each learner is registered with the relevant Awarding Body. Copies of the registration documents shall be made available to Assets' representative as requested.

The Sub-contractor shall ensure that at induction notification will be given to the learner, the employer and Asset of planned examination dates. Similar requirements shall apply to any exam re-sits (if applicable).

CERTIFICATION

The Sub-contractor shall ensure that when any aim certificate is claimed they meet the requirements of SASE, the Awarding Body and Skills Funding Agency, on receipt of that learner's certificate, a copy will be taken, **authorised as a true and accurate copy** with an appropriate stamp, signed and dated, and forwarded to Assets **within 2 weeks of the date of receipt**. When requested, the Sub-contractor shall make available to Asset a copy of the application for certification either for the Awarding Body or ACE.

The below documents will be required with the claim form to generate the agreed final payment for the certificated aim.

- Complete a change of circumstances form for the aim completed, dated with the actual claim date of that aim.
- A stamped as a true and original copy signed and validated by the appropriate person of the certificate within 2 weeks of receipt.
- Ensure the framework certificate is claimed via ACE in a timely manner no later than the end date recorded on the ILR preferably prior to their ILR end date.
- The final percentage payment for the framework will only be paid to the sub-contractor on receipt of a validated copy of the Framework certificate within 8 weeks.

PORTFOLIO BUILDING AND DIVERSE ASSESSMENT

The Sub-contractor shall be responsible for providing on-going guidance and support in learner's portfolio building. Portfolios are the property of the learner and where ever possible should be kept in a secure place at all times. A system of logging the receipt and return of portfolios during verification shall be in place.

USE OF LEARNING TECHNOLOGY

OFSTED have introduced an additional question on Learner View so that learners can give their view on provider's provision for learning technology. The additional question will be: 'I am enabled and empowered to use technology and online resources to support my learning'

ASSESSMENT/ LEARNING

The Sub-contractor shall ensure that:

- Assessment/Learning procedures meet the requirements of the awarding body and are in line with the awarding body assessment code of practice..
- Meet the Skills Funding Agency requirements in respect of workbooks and distance learning.
- To provide electronic evidence to support in learning, this must be sanctioned by Asset to ensure the electronic platform used is safe and secure, meeting the requirements of Asset and the Skills Funding Agency.
- GLH are recorded on and off the job meeting the minimum requirements of SASE, the awarding body and comply with the Skills Funding Agency Funding rules 2015-16, detailing any reduction made to take account of recognised prior attainment.

- Assessments/learning is carried out according to the Awarding Body requirements, by approved competent assessors, ensuring they are rigorous and fair.
- Assessments/learning shall make use of naturally occurring evidence from the learner's work place, for example, third party observations, work logs or diaries, witness testimonies etc.
- Records of assessment/learning shall be made available to Asset as required.
- Internal Quality Assurance will be planned and take place throughout the programme.

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PERFORMANCE MANAGEMENT and PAYMENT CONDITIONS

Appendix 1 of your contract – Details your individual allocation for the 2015/16 contract year

Asset shall implement the Skills Funding Agency performance management requirements at the quarterly performance management reconciliation.

Sub-contractor directors and senior managers **must** provide Asset with the following:

- The relevant information to carry out a financial Health check.

Asset shall **not** make any payments to fund value added tax incurred by the Sub-contractor in the provision of this programme.

Please note, as for last year's contract the same will apply to this year's contract namely that, the unit cost as outlined in Learning Aims on the SFA Hub will only apply to 2015/16 contract and any learners carried over into 2015/16 contract year will be subject to any funding changes as dictated by The Skills Funding Agency or replacement body.

The first payment will only be paid when the signed ILR, ILP and relevant evidence of the learner taking part in a learning activity on or before their individual start date, has been received by Asset.

There after payment for each individual learner will be payable to the sub-contractor 30 days after the close of the monthly period, so long as the required evidence as detailed on the in learning record is received by Asset on or before the 10th of each month, which allows Asset to ensure the evidence supplied meets the agreed criteria.

If in learning evidence is not received for a learner in a month the on programme payment will be deducted off the monthly PFR (Provider Financial Report) for that learner and will not be paid to the sub-contractor for that month.

If Asset do not receive in learning evidence for 2 consecutive monthly periods Asset will notify the subcontractor of the learners suspension from the programme followed by an internal investigation which may result in the learner being automatically withdrawn from the programme and your PFR reconciled to reflect the actual learner participation in the learning activities detailed in their ILP.

All other evidence required for payments must be with Asset's administration team by the 25th of the month. This allows a window to input all information prior to Batch, if this is missed payments will be delayed.

The agreed completion payment for each individual learner's learning aim will be payable to the sub-contractor once the following criterion has been met in full:

- Certified authorised as a true and accurate copy of the original certificate for the aim delivered. Valid supporting evidence is deemed to be, any named document that confirms that the named learner was in learning and **participated in a learning activity were learner development took place.**
Learning activities: see Funding Rules 2015 2016 page 16, from paragraph 129 as quoted below:

You must have evidence to show the learning is taking or has taken place. This will depend on the methods you use and could include registers, reviews, online software and so on. Attendance at a location, such as a classroom or training centre, is not sufficient on its own to evidence learning has taken place.

- Monthly In Learning Evidence (all SFA funded) should include learning from one or more of the funded aims over the duration of the apprenticeship.
- Every quarter (three months), reviews should discuss and show how the learner is progressing in all funded aims.
- START ILE: Induction, BKSB, and Onefile/Smart Assessor or anything from the start up process cannot be part of or classed as Start ILE. Start ILE should include learning from one or more of the funded aims.
- Registers for classroom learners (traineeships/ALR) are no longer sufficient to use alone.
- Registers must now be accompanied by In Learning Evidence.

Examples

All evidence must document any aim the learner is progressing from the date recorded in the ILR as the start date of that aim.

- Learning Aim Plan (LAP) completed at each visit with the learner, which is signed and dated by the learner and assessor or person completing the LAP detailing the **learning** that has taken place for all aims that are documented on the ILR from the start date recorded on the ILR.
- Consultation Sheet detailing the learning that has taken place recorded by the learner, signed and dated by the learner and/or assessor/tutor.
- Feedback sheet from a learner who attended a learning activity for a component part or aspect of the framework signed and dated by the learner.
- A test result or practice test result.
- Consistent and regular review/ LAP completed as per dates on the Individual Learning Plan for each individual Learner which must be completed in the month it is scheduled, detailing all the required information as laid down by Asset in their Learning Aim Plan/Review Procedure - J.
- Fully validated copies of certificates stamped as a true and original copy signed and validated by the appropriate person.

All claims for payment must be made **no later than one accounting period** after the period in which the payment was due, preferable by the 10th of the following month.

The Sub-contractor must supply the necessary valid supporting evidence for each aim documented on the ILR, from the aim start date that is recorded in the ILR, within the above timescale in order for Asset to draw down funding from the Skills Funding Agency.

Failure to demonstrate the required agreed information will result in non payment.

Continual failure to demonstrate the required agreed information will result in the Sub-contractor being placed on the Risk Register and may affect future contractual arrangements.

The Final payment for the framework completion will only be paid on receipt of the following;

- If all required on programme evidence, including reviews have been submitted.
- Completed ILP – a stamped true and original copy signed and validated by the appropriate person, will be acceptable.
- Framework certificate.
- The sub-contractor has no automatic right to the completion payment, this completion payment will only be paid if Asset receives the framework certificate within 8 weeks of the learner completing the programme. This will be detailed on the Change of Status document you complete and send to Asset. This will be timely and completed in line with the ILR end date you planned for the learner and provided to Asset.

TIMELY ACHIEVEMENT EVIDENCE AND REQUIREMENTS

The Sub-contractor will meet the requirement of the Skills funding Agency and Asset, ensuring all data is processed in a timely manner which is defined as, learners starting the programme **must be** processed within 2 monthly periods of the date they started and all completions, frameworks must be claimed via ACE as soon as the final certificate is received as all framework certificates are dated with the day the claim for the Framework certificate was processed, this date must be within 8 weeks of the learner completing the programme.

The initial claim can be generated from the Learner Declaration if the learner has completed all learning aims. This will be amended at a later date on the ILR if necessary.

Failure to adhere to this deadline may affect the completion payment and future contractual arrangements. Inform Asset of any early completions **prior** to claiming completion certificates, this is essential to ensure funding allocated is managed effectively and efficiently.

EVIDENCE TO BE HELD AT THE SUB-CONTRACTOR PREMISES

It would be expected that the Sub-contractor retains ongoing all documentation which reflects the learners journey from initial engagement to exit. This evidence if appropriate to the award **MUST** accompany the final invoice.

Asset will expect evidence of ongoing internal quality assurance having taken place, throughout the qualification.

COURSE DIRECTORY

It is the responsibility of the Sub-contractor to maintain and update the course directory with all changes, providing the same correct information to Asset therefore Asset can ensure the integrity of the information held on the Course directory is maintained.

QUALITY PROCESS

If following internal audit processes an overpayment is identified in relation to this service, Asset reserves the right to adjust claims accordingly. Notice will be given to the Sub-contractor if this occurs.

Audit will take place on a regular basis and will be agreed with the Sub-Contractor

The Sub-contractor will submit annually a Self Assessment Report and Quality Improvement Plan submitted to Asset or an occupational area section and quality improvement plan as agreed with Asset and submitted as part of Assets Self Assessment Report.

QUALITY VISITS

Visits will take place initially to check processes and documentation. Decisions will be made by Asset as to the validity of what is being used by the Sub-contractor. If Asset feel it is necessary the QA team will suggest alternatives or amendments to ensure rigor.

All Sub-contractors will be required to have evidence of the following:

- Continuous Professional Development Plan for each individual member of staff.
- Observation of Teaching and Learning for all processes, review, induction, assessment, coaching and teaching and learning.
- Sign up to the OTLA Manager hosted by Asset once this has been rolled out. To be used solely for the Asset contract.
- Internal quality Assurance strategy, including a sampling plan and availability of external verifier reports.
- Provide evidence of a working Quality Improvement Plan including demonstrating its ongoing development and actions, which are reflected in the SAR.
- Providing Scheme of Work for all areas of teaching.
- All areas of the audit schedule for agreed audit process by Asset.

All Sub-contractor will be expected to have schemes of work and External Verifier reports available. Any of the above documents may be requested by the Asset team at any time.

The Sub-contractor shall permit access at any reasonable time to the Funding Body and any of its representatives in order to

- Examine or audit any documentation, processes or procedures required by them.
- Visit, view any delivery relating to the contract at any premises were any of these aspects are carried out.
- Conduct relevant interviews with learners during these visits.
- Carry out Observation of Teaching and Learning.

RAISING STANDARDS

The contractor and sub-contractor shall deliver its services to an acceptable standard of quality as defined by the Funding Body and shall take all reasonable steps to:

- Minimise dropout rates
- Ensure realistic target setting for all aims and awards delivered.
- Deliver all awards timely and to a minimum of 85% achievement rates.
- Appropriate progression routes are explored fully with the learner and documented.
- At least meet the minimum levels of performance that apply to the appropriate services purchased.
- Meet the requirements of inspection criteria, as assessed by OFSTED.
- Ensure competent and appropriately qualified staff deliver and assess learning.
- Offer equality of access to learning opportunities.
- All subcontractors will have the Matrix standard accreditation.
- Look to develop and implement an e-portfolio system within the contract period.
- Develop an ILT strategy and construct a development plan to support this, meeting the ongoing changes within the learning/training environment in accordance with legislative requirements, which will be supported by Asset.

The general terms and conditions should be adhered to at all times by both parties:

This Contract will remain in force whilst all criterions to be an approved sub-contractor of Asset are met and subject to continuing Agency funding to Asset.

Asset Training & Consultancy Ltd reserve the right under the agreement to suspend and ultimately terminate the Sub-contractors provision if, after reasonable consideration and discussion it deems that the Sub-contractor has failed to comply with, or is in breach of any agreed protocols or criteria contained within this agreement. Asset will give the Sub-contractor 30 days notice of intent to terminate. If after a full investigation and discussion the Sub-contractor fails to produce the required information/corrective action plan or solution which was agreed during the subsequent discussion following the investigation. Any notice advising of breach or intended termination shall be given in writing to the Sub-contractors address.

Termination

1. Asset may terminate this Agreement by written notice to the Subcontractor if:
 - a. There is a material adverse change in the amount or nature of the Agency's funding for Asset or Funding is no longer available for a Programme; or
 - b. There is a material breach by the Subcontractor of the terms of this Agreement which breach is not capable of remedy; or
 - c. There is a material breach by the Subcontractor of the terms of this Agreement which breach is capable of remedy but which is not remedied to Assets reasonable satisfaction within 14 days after Asset has given written notice of the breach to the Subcontractor requiring it to be remedied (provided that the notice terminating this Agreement is given by Asset within one month after the expiry of the period during which the breach should have been remedied); or
 - d. The Subcontractor proposes or enters into an arrangement or composition for the benefit of its creditors or is the subject of any distress execution sequestration or other process levied upon or enforced against any part of the Subcontractor's undertaking, property, assets or revenues; or
 - e. The Subcontractor (if an individual or in the case of a partnership any partner) is the subject of a bankruptcy petition or has a bankruptcy order made against it or is the subject of an application order or appointment under sections 253, 273 or 286 of the Insolvency Act 1986 or is unable to pay or has no reasonable prospect of being able to pay its debts within the meaning of sections 267 and 268 of the Insolvency Act 1986; or
 - f. The Subcontractor (if a company) is the subject of a petition presented, an order made, a resolution passed or analogous proceedings taken for appointment of an administrator of or the winding up of the company (other than for amalgamation or reconstruction of a solvent company) or stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 124 of the Insolvency Act 1986) when they fall due; or
 - g. The Subcontractor is a company and notice relating to the striking off of the company is published;
or
 - h. The Subcontractor is a company and an encumbrance takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed for the undertaking or assets or revenues of the Subcontractor; or
 - i. The Subcontractor enters into an agreement that Asset considers to be a conflict of interest or if it had not been disclosed to Asset as a conflicting agreement that already existed.

Such termination may take effect either immediately or at the end of such period as Asset in its discretion determines. In the latter case this Agreement will remain in effect until the end of the said period.

2. Any termination of this Agreement will be without prejudice to any right of either party against the other in respect of any antecedent breach of this Agreement.

The Sub-contractor will co-operate with Asset who will take the necessary steps to ensure continuity of the learning, if this Sub-contracting agreement is terminated for any reason.

Management fee applied to this agreement is detailed in Appendix 1

Please note

The declared 100% value of your allocation for 2015/16 to the Skill Funding

Agency is £ _____ *

Your maximum earnings (*) for the 2015/16 contract year minus management fee will

not exceed £ _____ *

(*) Unless by prior arrangement with Asset and the Skills Funding Agency.

On behalf of Asset Training & Consultancy Ltd:
Provider:

Signed: _____

Name: _____

Date: _____

On behalf of the Sub-contractor

Signed: _____

Name: _____

Date: _____
