

1) Definitions and Interpretation

a) The following terms shall have the meanings set out below throughout this agreement and any Apprentice Programme Confirmation Contract:

Term	Definition
"Additional Payment"	means a payment from the ESFA towards the additional cost associated with training if, at the start of the apprenticeship, the Apprentice is: <ul style="list-style-type: none"> aged between 16 and 18 years old (or 15 years of age if the Apprentice's 16th birthday is between the last Friday of June and 31 August), or aged between 19 and 24 years old and has either an EHC plan provided by their local authority or has been in the care of their local authority.
"Additional Payment Claim Form"	means the form provided by the Company which the Employer must complete in order to claim Additional Payments where applicable.
"Agreement"	means this framework agreement including its schedules.
"ASCL Act 2009"	Apprenticeships, Skills, Children and Learning Act 2009.
"Apprentice"	means any employee of the Employer who meets the Funding Agency eligibility criteria and who the Company has agreed to register (or has registered).
"Apprenticeship Completion Certificate"	means the completion certificate issued in accordance with the Funding Agency guidelines.
"Apprenticeship Framework"	means the government- approved document specifying the list of qualifications and other educational outcomes required to award the Apprenticeship Completion Certificate.
"Apprenticeship Programme"	is a generic term meaning a programme of on and off-the-job training and Assessments provided by the Company for a given Apprentice consisting of a suite of units and qualifications leading to achieving either an Apprenticeship Framework or an Apprenticeship Standard.
"Apprenticeship Service"	means the digital interface to services designed to support the uptake of apprenticeships.
"Apprenticeship Standards"	means the government approved definition of competence for a particular apprentice occupation. These standards are developed by employers and include a requirement for external End Point Assessment. The full up-to-date list of Apprenticeship Standards is published at: https://www.gov.uk/government/collections/apprenticeship-standards
"Assessments"	means any of tests, assessments, Vendor Certifications and examinations.
"Background IPR"	means all Intellectual Property Rights or other proprietary rights owned by the Company, its subcontractors or any third party, the use of which is necessary for or incidental to the provision of the Services.
"Apprentice Programme Confirmation Contract"	means a contract between the Employer and the Company formed under this framework agreement setting out the details and prices of services to be performed by the Company for the Employer.
"Co-investment"	where apprenticeship training in England is not funded from an Employer's Digital Account, either because the Employer is either non-Levy Paying or the Levy Paying Employer has insufficient funds in their Digital Account, the Employer must pay 10% of the training cost. This is known as the Co-investment.
"Commitment Statement"	means a non-binding statement of intent between an Apprentice, the Company and the Employer, which sets out how the Apprentice will be supported to successful achievement of the apprenticeship.
"Confidential Information"	means all information disclosed pursuant to this Agreement or a Contract by one Party ("Discloser") to the other ("Recipient") without regard to the form or medium in which such information is held, stored, used or transmitted, and which: <ul style="list-style-type: none"> if disclosed in writing, bears a legend indicating its confidential nature, or should reasonably be regarded as confidential by the nature of the information, or the circumstances of its disclosure. Information shall be deemed NOT to be Confidential Information and shall not be subject to clause 15 where it: <ul style="list-style-type: none"> was already in the lawful possession of the Recipient prior to disclosure by the Discloser; was or becomes publicly known other than by breach of this Agreement or any Apprentice Programme Confirmation Contract or other duty of confidentiality; is lawfully received by Recipient from a third party not known to be under a duty of confidentiality in respect of the information disclosed; was authorised for public release by written consent of the Discloser; was independently developed by Recipient without reliance upon the Discloser's information as evidenced by Recipient's written records.
"Data Protection Legislation"	means the Data Protection Act 1998 as amended and all supplementary legislation.
"Digital Account"	means the area of the Apprenticeship Service where Employers can manage their funding and Apprentices, view their account balance and plan their spending.
"Employer Additional Payment Eligibility Declaration"	means the form, provided by the Company, by which the Employer confirms the eligibility of their Apprentice and their organisation for the Additional Payments where applicable.
"End Point Assessment"	means the assessment activities carried out by a third party provider to assess the Apprentice's final competence and grade, as defined by the Apprenticeship Standard.
"Fees"	means all fees referenced in this document to include "Co-investment", "Top-Up Fees", "Service Fees" and "Other Fees".
"Foreground IPR"	means all Intellectual Property Rights arising, or which subsist in materials created, in relation to the delivery of services under this Agreement and any Apprentice Programme Confirmation Contract.
"Formal Progress Reviews"	a review meeting with a representative of the Company, the Employer and Apprentice in order to agree and formally record progress and the future steps required in order to ensure the Apprentice successfully completes the Apprenticeship Programme. This Formal Progress Review must take place at least every 12 weeks.

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"Funding Agency"	shall mean both the Education and Skills Funding Agency (ESFA) and/or National Apprenticeship Service (NAS) in England and Skills Development Scotland (SDS) in Scotland.
"Individual Learning Plan" or "ILP"	shall mean an individual learning plan that is jointly agreed by the Employer, Apprentice and the Company at the commencement of the Apprenticeship Programme.
"Intellectual Property Rights"	means all patents, petty patents, utility models, trademarks, design rights, applications for any of the foregoing, copyright, moral rights, database rights, trade or business names, domain names, website addresses whether registerable or otherwise (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term together with any renewals or extensions.
"Joining Instructions"	means such joining instructions as are provided to the Apprentice in relation to the Services.
"Levy"	means the Apprenticeship Levy which is the levy on UK employers to fund new apprenticeships. The levy is charged at a rate of 0.5% of an employer's pay bill and each employer will receive an allowance of £15,000 to offset against their levy payment.
"Levy-Paying Employer"	means an employer with an annual pay bill of over £3 million.
"Non Levy-Paying Employer"	means an employer who is not a Levy-Paying Employer
"Safeguarding Legislation"	means the Safeguarding Vulnerable Groups Act 2006, the Children's Act 1989, Protection of Children Act 1999, the Education Act 2002 and all other legislation on the protection of children or vulnerable adults.
"Services"	means training and support to be provided by the Company to the Employer's Apprentice(s) as specified in a Apprentice Programme Confirmation Contract and detailed in the accompanying ILP/Commitment Statement, which may include, training and Workplace Assessment Visits, public scheduled courses; onsite training courses; conduct of examinations; and/or courseware. This could also include services provided by the Company to the Employer, which may include consultancy services; training development; project management and administration; provision of equipment or systems; venue hire or such other services as may be agreed in writing by the parties.
"Step off Point"	means the point at which one Apprenticeship Framework or Apprenticeship Standard has been completed and the next Apprenticeship Framework or Apprenticeship Standard has not yet begun (where an Apprenticeship Programme contains more than one Apprenticeship Framework or Apprenticeship Standard) and the Employer decides not to progress the learner onto the next Apprenticeship Framework or Apprenticeship Standard.
"Terms"	means these general terms and conditions of business.
"Training Materials"	the learning materials provided by the Company to support the Apprenticeship Programme as set out in the ILP/Commitment Statement, including printed manuals, books, electronic media and online tuition.
"Workplace Assessment Visit"	a visit by an assessor or technical skills coach of the Company to the Employer's premises to monitor the on the job skills development and any training being provided by the Employer to the Apprentice. Such visits to be conducted as agreed between the Parties.
"Working Day"	means a day other than Saturday, Sunday, and statutory holidays in the location where the Services are to be provided.
"VAT"	means UK value added tax, or any similar sales tax in any relevant jurisdiction.
"Vendor Certification"	Certification provided by software vendors (such as Microsoft) on completion of examinations and tests.

- a) Use of words 'includes', 'including', or similar expression will be construed as illustrative and without limitation to the generality of related words.
- b) No provision of an Agreement shall be construed adversely to a party solely on ground that such party was responsible for preparation of that Agreement.
- c) Headings are for convenience only and shall be ignored in interpreting this agreement.
- d) Any reference to the singular includes the plural and vice versa; and reference to any gender includes all genders
- e) Reference to any legislation, including English law statutes or statutory instruments shall be a reference to that legislation as amended or re-enacted.

2) Composition of Agreement

Upon execution by the parties, each Agreement shall include and also incorporate:

- a) an Apprentice Programme Confirmation Contract, to be signed by a representative of the Company and an authorised signatory of the Employer;
- b) the terms of this Framework Agreement; and
- c) any Joining Instructions provided by the Company.
- d) If there is any inconsistency between this Framework Agreement, and the Apprentice Programme Confirmation Contract, the terms of the Apprentice Programme Confirmation Contract will govern and take precedence over those lower in the list, but only to the extent of the conflict.

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- e) Unless referred to in Clause 2d, no other document relating to the Services shall be deemed incorporated into the relevant Agreement or Contract except where such incorporation is unambiguously confirmed in writing by each party.
- f) Notwithstanding that the Company may have given a detailed quotation for Services, no request for Services shall be binding unless and until the parties have executed an Apprentice Programme Confirmation Contract.
- g) Each Agreement constitutes the entire agreement and understanding between the parties relating to the Services as detailed within the relevant Apprentice Programme Confirmation Contract, and supersedes and extinguishes any other agreement or understanding (written or oral) between the parties or any of them relating to the same.
- h) The Company's catalogues, brochures, leaflets, correspondence and information published on the Company's website are not binding and shall not form part of an Agreement. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by the other party or any other person except as expressly set out in an Agreement.

3) Services

- a) In consideration for the payment of the fees by the Employer and / or sufficient information being provided by the Employer and Apprentice to enable the Company to claim funding from the Funding Agency, the Company shall provide the Services.

4) The Company's Obligations

The Company shall:

- a) identify suitable Apprentice candidate(s) for the Employer if required to do so by the Apprentice Programme Confirmation Contract;
- b) administer the Apprenticeship Provider funding and running of the Apprenticeship Programme for each apprentice;
- c) oversee the on-the-job skills development as detailed within the ILP/Commitment Statement;
- d) provide (or procure the provision of) off-the-job training as detailed within the ILP/Commitment Statement;
- e) provide the Training Materials to the Apprentice(s);
- f) provide additional learning support to any Apprentice with learning difficulties or disabilities, in accordance with Funding Agency funding rules;
- g) make or arrange for all relevant Assessments required by the Apprenticeship Programme;
- h) provide relevant feedback to the Apprentice based on the assessments undertaken;
- i) if required, to update the ILP/Commitment Statement in consultation with the Employer and Apprentice;
- j) provide, on successful completion of the Apprenticeship Programme, an Apprenticeship Completion Certificate or such other certificates and evidence of academic attainment to which the Apprentice is entitled as set out by the Apprentice Programme Confirmation Contract;
- k) use reasonable endeavors to ensure that any software introduced onto the Employer's machines is free of computer viruses and has undergone virus checking procedures in line with the Company's current practice;
- l) attend a Formal Progress Review for each Apprentice at least every 12 weeks;
- m) make no guarantee that the Apprentice will successfully complete the Apprenticeship Programme or that Vendor Certification will be achieved during the course of the Apprenticeship Programme; and
- n) carry out its responsibilities under all relevant legislation, regulations and formal guidance for the protection of children and vulnerable adults.

5) Employer's Obligations

The Employer shall:

- a) provide a genuine job in either a new job role or an existing job role where the individual needs significant new knowledge and skills;
- b) commit to employ each Apprentice for the duration of the Apprenticeship Programme (a minimum of 372 days) under either;
 - a. an Apprenticeship Agreement between the Employer and the Apprentice, as defined by the Employment Rights Act 1996 and the ASCL Act 2009, or
 - b. a document in writing in the form of a contract of employment / a letter of engagement where the Employer's duty under the Employment Rights Act 1996 are fulfilled.

Which, in each case must include a statement (which may be an annex) explicitly stating the skill, trade or occupation for which the Apprentice is being trained corresponding to a relevant recognised English or Scottish apprenticeship, issued by the appropriate Issuing Authority. A copy of the relevant document must be provided to both the Apprentice and the Company. The Contract of Employment must be long enough for the Apprentice to complete their apprenticeship successfully;

- c) enter into an ILP/Commitment Statement with each Apprentice and the Company, and perform the Employer's obligations set out therein;
- d) procure that the Apprentice enters into an ILP/Commitment Statement for their Apprenticeship Programme, and facilitate the Apprentice to perform the Apprentice's obligations set out therein including: (i) their attendance at Workplace Assessment Visits, Formal Progress Reviews, Assessments and training sessions, and (ii) their performance of any self-study elements of the Apprenticeship Programme;
- e) deliver any on-the-job skills development as detailed within any ILP/Commitment Statement;
- f) provide a mentor for the Apprentice and a key contact point for the Company and the Apprentice;

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- g) pay the Apprentice during the Apprenticeship Programme in accordance with the Apprentice Minimum Wage, (<https://www.gov.uk/national-minimum-wage>), and provide sufficient expenses to each Apprentice to allow them to attend any training set out in the ILP/Commitment Statement. The Employer acknowledges that if the Apprentice is employed after completion of the Apprenticeship Programme, the Apprentice must be paid at least the National Minimum Wage;
- h) obtain the Apprentice's express written consent that data relating to them (held by the Employer) may be transferred to the Company for the purposes of registration and in connection with the Apprenticeship Programme and such consent to include the right for the Company to transfer data and information (held by the Company) relating to the Apprentice or the Employer to third parties as required to fulfil its obligations under the Apprentice Programme Confirmation Contract;
- i) provide a job role that provides the opportunity for the Apprentice to gain the knowledge, skills and behaviors needed to achieve their apprenticeship including role-related training, mentoring and support;
- j) in England, provide the Apprentice with 20% off the job training time and provide evidence of such to the Company;
- k) enable the Apprentice to complete the apprenticeship within their working hours including attend planned off-the-job training, education and Assessments (including English and maths) agreed during Workplace Assessment Visits or Formal Progress Reviews;
- l) attend and contribute to the Apprentice's Formal Progress Reviews and to provide the Employer's views on progress and performance in order to ensure that the targets and objectives agreed accurately reflect the Apprentice and Employer needs;
- m) use reasonable efforts to provide at least 10 Working Days' notice to the Company of any cancellation or postponement of; Workplace Assessment Visits, Formal Progress Reviews or training sessions;
- n) provide such information in relation to each Apprentice as the Company may reasonably request and to fully support the completion of all registration documentation required by the Funding Agency to register the Apprentice on the Apprenticeship Programme;
- o) throughout the Apprenticeship Programme fully co-operate with the Company's staff in the completion of all documentation necessary to provide ongoing evidence of progression and completion as required by the Funding Agency;
- p) provide feedback to the Company on the Apprentice's experience, including surveys provided by the Company for the purposes of the Company's quality control and service evaluation;
- q) allow the Company to perform a health and safety assessment of the Employer's premises in line with the Management of Health and Safety at Work Regulations 1999 and implement any changes necessary to ensure compliance with applicable laws regarding the health and safety of Apprentice(s) or reasonably requested by the Company in order to ensure the safeguarding of Apprentice(s);
- r) ensure that any Apprentices, especially below the age of 18, are protected at work from any risks to their health and safety and a risk assessment has been carried out in line with the Management of Health and Safety at Work Regulations 1999;
- s) maintain employers' liability insurance as required by law;
- t) where applicable provide the Company with at least 1 (one) month notice of the Employer's intention to exercise their right to the step-off point of the Apprenticeship Programme;
- u) intend for the Apprentice to remain with the Employer once they have achieved where a job opportunity continues to exist and where the Apprentice wishes to remain. Where this is not possible the Employer and the Company will support the Apprentice to seek alternative opportunities;and
- v) not use the Company, or any of the Services covered by this Agreement, as a recruitment agency or service during the term of this Agreement. Should the Employer offer any Apprentice or candidate (introduced by the Company) employment otherwise than as envisaged by this Agreement then the Employer will be liable to pay to the Company liquidated damages of £1,500 (one thousand five hundred pounds). Both Parties acknowledge that this figure is a genuine pre-estimate of the losses incurred by the Company on a time and effort basis and is not a penalty of any kind.

6) Safety and safeguarding

Each party shall:

- a) carry out its responsibilities under all relevant legislation, regulations and formal guidance for the protection of children and vulnerable adults including the Safeguarding Legislation;
- b) acknowledge that it has a duty of care to ensure that there are adequate safeguarding processes and checks in place, particularly for those Apprentices aged 18 and under; and
- c) make every effort to assure and promote the safeguarding of Apprentices during their employment and to comply with the Company's Safeguarding Policy Statement. A copy of the full policy can be downloaded from our website: <http://apprenticeships.qa.com/apprentices/learner-services/safeguarding>

7) Fees

- a) A detailed breakdown of Fees shall be included in each Apprentice Programme Confirmation Contract.
- b) The Company will meet the cost of the first exam attempt and one resit of each exam per Apprentice (where applicable). The cost of any additional resits must be met by the Employer and paid prior to the Apprentice sitting the exam.

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- c) All Fees are exclusive of VAT unless otherwise stated the Employer will pay the Company any VAT properly chargeable on the Services, provided the Company has delivered a correct VAT invoice as required by statute.
- d) Where the Employer's accounting practices require the use of a purchase order number, the Employer shall provide a valid purchase order number to the Company immediately upon signing each Apprentice Programme Confirmation Contract. Where applicable the Employer should also provide a copy of their internal purchase order document to the Company.

8) Terms of Payment

- a) For Levy-Paying Employers, payment shall be taken automatically through the Digital Account to the extent that the customer has sufficient funds in their Digital Account to meet their fee obligations.
- b) For Non Levy-Paying Employers, or for Levy-Paying Employers with insufficient funds in their digital account to meet their fee obligations, Co-investment fees shall be due monthly throughout the programme, unless specified separately in an Apprentice Programme Confirmation Contract, and shall be invoiced when they fall due.
- c) Except where otherwise specified in an Agreement, the Fees for Services shall be due and payable by the Employer within thirty (30) days of the date of the Company's invoice.
- d) Where applicable the Apprentice will not be permitted to attend off-the-job training provided by the Company if payment terms are not met for that Apprentice.
- e) The Employer shall not be entitled to exercise any set-off, lien or any similar claim in relation to fees due to the Company.
- f) Without prejudice to any other rights, the Company shall be entitled to charge interest on overdue payments at the statutory rate, such interest to run from the relevant invoice date until receipt of all outstanding payments in full in cleared funds. The Parties acknowledge that this amounts to a substantial remedy for late payment.

9) Cancellations

- a) The Company reserves the right, at its discretion, to change course schedules, change course content, discontinue courses, limit class size and cancel training courses or events, in which case it shall use reasonable endeavors to notify the Employer at the earliest possible opportunity and ensure that it does not negatively affect the Apprentice's ability to complete their Apprenticeship Programme. In the event of cancellation of an element of the Apprenticeship Programme, the Company will use reasonable endeavours to reschedule the course at the first available opportunity, where possible, but shall have no further liability to the Employer whatsoever.

10) Intellectual Property Rights

- a) Use of either Party's name or logo by the other Party is prohibited except with the prior written consent of the other Party.
- b) Except where explicitly otherwise stated, nothing in this Framework Agreement nor in the Apprentice Programme Confirmation Contract shall act to transfer any intellectual property rights from one party to the other. As such the Company and its licensors shall retain all right, title and interest in and to all Background IPR. The Employer shall not acquire any rights to the Background IPR nor to any materials in which Background IPR subsists, including any documents, training guides, instruction manuals, drawings, diagrams, videos or any other materials provided by the Company in connection with Services.
- c) The Company hereby grants to the Employer a licence to use its Background IPR in those materials which the Company provides to the Apprentice solely to the extent necessary for the Apprentice to receive the Services. Except as permitted by law the Employer or the Apprentice shall not copy, reproduce, sell, license, distribute, publish or otherwise circulate any Background IPR without the Company's prior written consent.
- d) All Foreground IPR shall vest in the Company upon creation and the Employer hereby assigns with full title guarantee all Foreground IPR which relates to the Agreement. Such assignment shall take effect as a present assignment of future rights.
- e) The Company hereby grants to the Employer a worldwide, royalty-free, perpetual licence to use its Foreground IPR for the fulfilment of the Apprenticeship Programme only, and provided always that the Employer shall not commercialise Foreground IPR and in particular shall not sell, license, distribute, publish or otherwise circulate Foreground IPR to any third party except with the Company's prior written consent.
- f) The Employer shall promptly inform the Company in writing of any infringement or alleged infringement of Background IPR or Foreground IPR of which it becomes aware, and of any allegation coming to the Employer's attention that the Services or the Background IPR or Foreground IPR infringe any third party's intellectual property rights.
- g) Subject to the exclusions and limitations on liability under Clause 12, the Company shall indemnify the Employer from and against all losses or expenses (including reasonable legal expenses) suffered or incurred by the Employer as a result of a claim that:
 - a. Background IPR;
 - b. Foreground IPR created by the Company;
 - c. or the provision of the Services (except in the circumstances set out at Clause 10.h), infringes any third party's Intellectual Property Rights.
- h) Where the Employer requires Services to be provided by the Company to the Employer's specifications or requires the Company to incorporate the Employer's materials within the Services, the Employer shall fully indemnify the Company from and against all losses or expenses (including

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reasonable legal expenses) suffered or incurred by the Employer as a result of a claim that the provision of the Services and/or use of the Employer's materials infringes any third party's Intellectual Property Rights.

11) Term and termination

- a) This Agreement shall continue in force whilst the Employer continues to employ Apprentices undertaking an Apprenticeship Programme unless terminated earlier in accordance with this clause 11.
- b) Either party may, at its sole discretion, terminate or suspend this Agreement and/or any Apprentice Programme Confirmation Contract upon ten (10) days prior written notice to the other Party if that other Party:
 - a. ceases to do business or otherwise suspends business operations;
 - b. becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding;
 - c. undergoes a change of ownership or similar arrangement; or
 - d. fails to make timely payments as required under any Apprentice Programme Confirmation Contract.
- c) Either party may, in its sole discretion, immediately terminate or suspend this Agreement and/or any Apprentice Programme Confirmation Contract upon ten (10) days prior written notice to the other Party if that other Party:
 - a. commits a material breach of any Agreement and/or Apprentice Programme Confirmation Contract;
 - b. commits a series of breaches the combination of which constitutes a material breach of an Agreement and/or Apprentice Programme Confirmation Contract; or
 - c. willfully defaults on its obligations in any Agreement and/or Apprentice Programme Confirmation Contract and fails to remedy the breach or default within thirty (30) days after receipt of notice giving particulars thereof and requiring it to be remedied.
- d) The Company reserves the right to terminate this Agreement and/or relevant Apprentice Programme Confirmation Contract(s) immediately upon notice to the Employer if the relevant Funding Agency discontinues the funding or changes the eligibility criteria relating to the Apprentice Programme or makes any other change which means the Company cannot reasonably continue to provide the Apprenticeship Programme. Notwithstanding this right to terminate, the Company may at their sole discretion agree with the Employer alternative funding arrangements in order to continue the Apprenticeship Programme.
- e) Where an Apprentice Programme Confirmation Contract is terminated the parties agree that their obligations in any relevant Commitment Statement or ILP no longer apply.

12) Liability

- a) Notwithstanding any contrary provision in an Agreement, neither party limits or excludes its liability in respect of:
 - a. any death or personal injury caused by its negligence;
 - b. any fraud or fraudulent misrepresentation; or
 - c. any statutory or other liability which cannot be excluded under applicable law.
- b) Except in the case of claims arising under clauses 12.a), neither Party shall be liable to the other for any:
 - a. loss of profits;
 - b. loss of business;
 - c. loss of revenue;
 - d. loss of goodwill, actual or potential business, reputation or opportunity;
 - e. loss of savings (whether anticipated or otherwise);
 - f. loss caused by supply of inaccurate or incomplete information by the Employer; or
 - g. any loss of or corruption of data or software,
 in each case arising out of or in connection with an Agreement and/or Apprentice Programme Confirmation Contract or any breach or non-performance whether or not that party had been informed of or was aware that there was a possibility of such loss.
- c) Each Party's total aggregate liability arising under or in connection with an Agreement and/or Apprentice Programme Confirmation Contract or any breach or non-performance of it, where not subject to Clause 12.a) above, in contract, tort or otherwise shall be limited to an amount equal to the lower of £500,000 or the total fees paid by the Employer under that Apprentice Programme Confirmation Contract in the previous twelve (12) months.
- d) The parties agree that each of the sub-clauses of this clause are separate and independent terms.

13) Warranties and Representations

- a) Each party warrants and represents that, as at date of each Apprentice Programme Confirmation Contract, it has full capacity and authority to enter into that Apprentice Programme Confirmation Contract.
- b) If requested, the Company may help the Employer to choose training or other Services but the Company does not provide any warranties that such Services will be fit for the Employer's purpose and assessment and selection of Services remains the Employer's ultimate responsibility.

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- c) The Company warrants that it will provide the Services with reasonable skill and care and the Services will be performed by suitably qualified personnel to generally accepted industry standards and practices.
- d) All other warranties (express or implied) are hereby excluded to the maximum extent permitted by applicable law or as otherwise stated in the Agreement and/or Apprentice Programme Confirmation Contract.

14) Modifications and Third Party Terms

- a) The Company reserves the right to modify these Terms without prior notice to the extent that such changes are required due to changes in laws, rules or regulations that would apply to the Services covered in this Agreement.
- b) The Employer hereby acknowledges that the Apprentice and Employer are required to comply with any rules and regulations laid down by the Funding Agency in relation to the Apprenticeship Programme and its funding thereof. In particular the Employer agrees to comply with the Funding Agency guidelines as updated from time to time and detailed on the Funding Agency's website. The Employer agrees to recompense the Company if the Employer fails to comply with the funding rules which results in the recovery of funds by the Funding Agency for the training delivered.

15) Confidentiality

- a) Each Party undertakes to the other to keep confidential the terms of this Agreement
- b) Each Party will keep confidential all of the Confidential Information which is disclosed to it by the other Party.
- c) The Employer may share the Company's Confidential Information with only those of its employees who have a need to know the information and who are subject to legally binding obligations to keep such information confidential.
- d) Subject to Clause 15.h, the Employer may not disclose the Company's Confidential Information to any third party without the Company's prior written consent.
- e) Confidential information disclosed by the Employer to the Company in relation to this Agreement shall be clearly labelled and identified as confidential by the Employer at the time of disclosure ("Employer's Confidential Information"). When concurrent written identification of Employer's Confidential Information is not feasible at the time of such disclosure, the Employer shall provide such identification in writing promptly thereafter.
- f) Oral communications pertaining to the Services shall be presumed to be confidential unless otherwise indicated by the disclosing party.
- g) Subject to Clause 15.h, the Company shall not disclose the Employer's Confidential Information, to any person except to those individuals who need access to such confidential information to ensure proper performance of the Services.
- h) Neither party shall be liable for disclosure or use of confidential information which is:
 - a. generally available to the public without breach of this Agreement;
 - b. disclosed with the prior written approval of the disclosing party; or
 - c. required to be disclosed by applicable law or court order.
- i) If the Employer is required by a government body or court of law to disclose any of the Company's Confidential Information, the Employer shall give the Company reasonable advance notice so that the Company has an opportunity to contest disclosure (to the extent the Employer is not prohibited from doing so by law).
- j) Either Party shall be entitled to retain a copy of the other Party's Confidential Information for its internal records subject to on-going compliance with the restrictions set out in this Agreement.
- k) This Clause 15 shall survive termination or expiry of each Agreement.

16) Escalations, Notices and Contact Details

- a) In the event of a concern, complaint or an issue with the delivery of the Services the Employer should initially send an email to QAacomplaints@qa.com at which point the complaint or issue will be allocated a case number and assigned to a suitable member of the Company's team. Should further escalation be required, the Employer should contact the Funding Agency via the Apprenticeship Helpline (in England the Skills Funding Agency can be contacted by sending an email to complaintsteam@sfa.bis.gov.uk; in Scotland Skills Development Scotland can be contacted via an email to complaints@sds.co.uk)
- b) Notices must be given in writing. A notice shall be deemed effectively served:
 - a. if sent by email, on the date when receipt has been personally acknowledged by return email (electronically generated receipts shall not be valid);
 - b. if delivered personally, on the date when left at the Company's registered office or the Employer's address (as applicable) and signed for; or
 - c. if sent by recorded delivery post, on the date when the notice has been signed for at the Company's registered office or the Employer's address.
- c) For the Company, notices shall be sent to: The Company Secretary, 55-65 Uxbridge Road, Slough, Berkshire, SL1 1SG.

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- d) For the Employer, notices shall be sent to the attention of the person and address/email identified in the relevant Apprentice Programme Confirmation Contract.

17) Governing Law and Dispute Resolution

- a) This Agreement and each Apprentice Programme Confirmation Contract shall be governed by and construed in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising thereunder.

18) Miscellaneous Provisions

- a) Force majeure: The Company shall not be liable for any delay or failure to deliver the Services, if it is prevented from or hindered in or delayed in the provision of Services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, or fire. The Company shall not be liable for any delayed or non-performance of its obligations caused by circumstances beyond its reasonable control.
- b) Relationship of parties: The parties are independent contractors. Nothing in this Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.
- c) Data protection: For the purposes of this Clause, "the Act" shall mean the UK Data Protection Act 1998 as amended from time to time and any orders and regulations made thereunder, and "personal data", "data subject", "data controller" and "processing" shall have the meanings set out in the Act. Subject to the remaining provisions of this clause 18.c. where personal data is processed by the Company, its agents, subcontractors or employees under or in connection with this agreement, the Company shall procure and shall procure its agents, subcontractors and employees to process the personal data only in accordance with the Act
 - a. Both parties hereby acknowledge and agree that when each Apprentice is registered with the Company the Apprentice will be required to provide personal information to be enrolled onto the Apprenticeship Programme and for the purposes of providing the Apprenticeship Programme services to the Apprentice, in addition the Apprentice may be required to provide additional information during the Apprenticeship Programme, all such information shall be freely used by the Company subject to its privacy policy and Data Protection policy.
 - b. Both parties hereby acknowledge and agree that if the Company requests personal data in relation to an Apprentice from the Employer for the purposes of fulfilling the Company's obligations in relation to the Apprenticeship Programme the Employer shall comply with such a request and shall ensure the Employer obtains the individual Apprentice's consent to such disclosure.
- d) Assignment: the Company may assign or sub-contract its obligations or rights under this Agreement or any Apprentice Programme Confirmation Contract to a competent third party in whole or in part, subject to the Employer's prior written consent. The Employer may not assign an Agreement in whole or in part except with the Company's prior written consent.
- e) Compliance with laws: The Employer acknowledges that Services provided under each Agreement may be subject to export control laws and regulations in the European Union. The Employer shall comply with all applicable laws, orders and regulations of any European authority in connection with receipt of Services and shall bind its employees or other users of Services accordingly. In particular the Employer shall comply with all UK; Diversity, Employment, Anti-Bribery, Safeguarding, Equality & Health & Safety laws.
- f) Waiver: The failure or neglect of a party to enforce any provision of an Agreement shall not be construed as a waiver of that party's rights, nor in any way affect the validity of the whole or any part of any Agreement.
- g) Severability: If any provision of this Agreement or any Apprentice Programme Confirmation Contract shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the affected Agreement or any Apprentice Programme Confirmation Contract otherwise remains in full force and effect.
- h) Third party rights: This Agreement is not intended to be for benefit of and shall not be enforceable by any person other than a party, in particular under the Contracts (Rights of Third Parties) Act 1999.
- i) Survival: Clauses 1 (Definitions and Interpretation), 2 (Composition of Agreement), 7 (Fees), 8 (Terms of Payment), 10 (Intellectual property rights), 12 (Liability), 14 (Modifications and Third Party Terms), 15 (Confidentiality), 17 (Governing law and Dispute Resolution), and 18 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement to the extent necessary to give effect to its terms.
- j) Non-solicitation: During term of the Agreement, and for a period of one (1) year following its termination or expiry, the Employer shall not directly or indirectly employ or solicit for employment any members of the Company's then current personnel. If the Employer breaches this Clause 18j, in addition to any other remedies available whether under an Agreement or at law, the Company shall be entitled to recover from the Employer liquidated damages of 35% of gross annual salary of the member of the Company's personnel employed or solicited for employment (as at the date their employment with the Company ended). The parties agree that such amount is a genuine pre-estimate of the Company's loss and not a penalty. This Clause 18j shall not restrict the Employer from employing any members of the Company's personnel who apply unsolicited in response to a general advertising or other general recruitment campaign.

Apprenticeship Framework Agreement

Signed for and on behalf of:

	QA Limited	Employer
Signature:		
Name:		
Job Title:		
Date:		

Apprenticeship Framework Agreement

Annex A – Levy Paying Employers in England

General

Apprentices in England can only be funded if they spend at least 50% of their working hours in England. By signing the Apprentice Programme Confirmation Contract the Employer confirms this to be the case.

Record keeping

- a. The Employer will record the details required by the ESFA in the Apprenticeship Service prior to the induction of the Apprentice onto the Apprenticeship Programme and confirm the spending of funds from their Digital Account within 10 working days of the learner starting their Apprenticeship Programme. The Company can assist with the entering of this information but the Employer must confirm the spending of funds from their Digital Account.
- b. For the avoidance of doubt if the Company are unable to drawdown funding from the Employer's Digital Account as a result of non-compliance with clause a, the Company reserves the right to cease provision of the services to the Apprentice and the Apprentice will not be permitted to attend off-the-job training provided by the Company. Notwithstanding this, the Company may at their sole discretion agree with the Employer alternative funding arrangements in order to continue the Apprenticeship Programme.
- c. Should there be any errors or inaccuracies in the Apprenticeship Service data submitted by the Employer, the Employer agrees to promptly correct such data when requested by the Company.

Co-Investment

- a) Where apprenticeship training is not funded from the Employer's digital account (non-Levy paying Employers, and Levy paying Employers with insufficient funds), the Employer must co-invest 10% of the training cost up to the maximum value of the funding band and 100% where the training cost is above the funding band.
- a) In consideration of the Company providing the Services, the Employer will pay any applicable Co-investment fees or fees in excess of the maximum funding band for the apprenticeship. The fees shall be as set out in the Apprentice Programme Confirmation Contract or, if no fees are specified, the standard fees charged by the Company for such Services as at the date of provision will be payable.
- b) In the event that an Apprentice leaves the Apprenticeship Programme prior to achieving the apprenticeship the balancing payment of any Employer Co-investment will be calculated on the basis of what the Company has delivered or had scheduled to be delivered to the Apprentice up to and including the date of leaving the employment of the Employer, less a £25 administration fee, plus any charges arising from clause 5. v if applicable. In the event that the Company has under-invoiced the Employer the Company will invoice the additional delivery charges to the Employer and the Employer agrees to pay the invoice in line with the payment terms.

Additional Payments

- a) Where the Employer is eligible for Additional Payments from the SFA, the Employer will be responsible for completing the Employer Additional Payment Eligibility Declaration at the beginning of the Apprenticeship Programme and returning the correctly completed form to the Company. Details of the Additional Payments available to employers are located in the Funding Agency guidelines.
- b) When any Additional Payment is due, it is the Employer's responsibility to complete and return the Additional Payment Claim Form to the Company.
- c) Upon receipt of the Additional Payment Claim Form, the Company will (acting as the Employer's fiduciary agent) claim the Additional Payment from the Funding Agency and will pay the full amount of the Additional Payment to the Employer within 30 Working Days of its receipt.
- d) Should there be any errors or inaccuracies in the Employer Additional Payment Eligibility Declaration or the Additional Payment Claim Form as a result of the Employer's acts or omissions, the Company may be required by the Funding Agency to recover the Additional Payments previously paid to the Employer, in which event the Employer will reimburse such payments within 10 Working Days of receipt of the Company's request. The Employer shall indemnify the Company for any loss or expense suffered or incurred by the Company as a result of the Employer's acts or omissions in relation to such Additional Payments.

End Point Assessment Organisations

- a) The Employer must select an apprentice assessment organisation to deliver the end-point assessment from the Register of Apprentice Assessment Organisations. The Employer can either appoint their own apprentice assessment organisation and agree a price with this organisation for the end-point assessment or take advantage of the favourable rates negotiated by the Company with market leading assessment organisations.

Apprenticeship Framework Agreement

Annex B – Scotland Employers

Definitions

"Top-Up Fee"	means the fee for the provision of training and assessment not met by the Government for those learners not fully funded by Skills Development Scotland
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Payment

- a) In consideration of the Company providing the Services, the Employer will pay any applicable Top-up Fees. The fees shall be as set out in the Apprentice Programme Confirmation Contract or, if no fees are specified, the standard fees charged by the Company for such Services as at the date of provision.
- b) In the event that an Apprentice leaves the Apprenticeship Programme on or before six (6) weeks after being inducted onto the Apprenticeship Programme by the Company the Employer will receive a refund of the Top-Up Fee less a £25 administration fee plus any charges arising from clause 5. v if applicable. If the Apprentice leaves the Apprenticeship Programme after six (6) weeks of being inducted onto the Apprenticeship Programme by the Company the Employer will not receive a refund of any Top-Up Fee relating to the Apprentice.



Apprenticeship Framework Agreement

Annex C – Other Services

Definitions

"Other Fees"	means fees for services provided by the Company to the Employer not covered by any Employer Co-investment, Service Fees or Top-Up Fees and may include consultancy services; training development; project management and administration; provision of equipment or systems; venue hire or such other services as may be agreed in writing by the parties.
"Service Fees"	means fees for services provided by the Company to the Employer related to the sourcing and supply of apprentice candidate to the Employer.

Payment

- a) In consideration of the Company providing the Services, the Employer will pay any applicable Service Fees and/or Other Fees. The fees shall be as set out in the Apprentice Programme Confirmation Contract or, if no fees are specified, the standard fees charged by the Company for such Services as at the date of provision.
- b) The fees shall be exclusive of any amounts incurred in relation to travel, subsistence, or other expenses, where onsite training courses have been agreed as part of the Services. The Fees shall be payable by the Employer upon presentation of invoices by the Company. The Company's policy on expenses may be found on QA.com.
- c) Notwithstanding that any Apprentice leaves the Apprenticeship Programme at any point, no refund of any Service Fees will be made by the Company to the Employer.
- d) Where the Company places an Apprentice with the Employer who subsequently resigns from their employment or has their employment terminated for misconduct (provided the Employer has paid the invoice) the Company will make reasonable endeavors to find a replacement at no extra cost to Employer.