Amendments to the Template Apprentice Agreements for 2022/23

**The following amendments have resulted from the updated Funding Rules 22/23**

The Template Apprenticeship Services Agreement

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| **Clause** | **Amendment** | **Reason for Amendment** |
| 1.1 | Break in Learning definition has been amended | To make it clear that a Break in Learning means a break from any active learning (including English and maths) and that is can take place without a break in employment. |
| 1.1 | End Point Assessment Organisation definition has been updated | To make it clear that it is not just Integrated Degree Apprenticeships where the EPAO may be the Training Provider, it can be any apprenticeship involving an integrated approach. |
| 1.1 | Training Plan definition to replace the Commitment Statement | The rules now refer to a Training Plan in place of the previous Commitment Statement. All references to the Commitment Statement have been updated to Training Plan to reflect this. |
| 3.1.4 | New clause introduced requiring compliance by the Training Provider with the ESFA contract | This clause has been introduced to make it clear that the Training Provider will deliver the Services in accordance with its contract with ESFA. A corresponding definition of the ESFA contract has also been introduced. |
| 3.3 | New clause introduced requiring the Training Provider to retain evidence | The rules require the Training Provider to retain evidence to support their own delivery and that of others. It is also a requirement that this evidence is quantifiable and meets the definition of off-the-job training. |
| 3.6 | New clause to confirm the Training Provider’s offer of ‘Recruit an apprentice’ | The rules require that the Training Provider offers ‘Recruit an apprentice’ and the Employer is to give a reason if they do not wish to use it. The Training Provider must keep a record of that reason in its evidence pack. The Contract Particulars have also been updated to include a tick box to specify whether Recruit an apprentice is being used or not. |
| 4.1.1 | Amended to include reference to the PAYE scheme | The rules require that the Apprentice must be on a PAYE scheme that is declared in the apprenticeship service account and it must be linked to the NI number declared by the Training Provider. |
| 4.1.3 | Amended to be clear that documents must be in place prior to the start of the Apprenticeship Programme | The rules have clarified that the Training Plan, in particular, must be in place prior to the start of the Apprenticeship Programme. |
| 4.1.7 | Amended to cover ongoing eligibility, other eligibility requirements, concurrent hobs, minimum requirements for training and frequency of active learning | To make it clear that the onus is on the Employer to ensure that the Apprentice remains eligible for Apprenticeship funding and to also capture that there may be other PSRB and Training Provider eligibility requirements for the Apprenticeship Programme.  The rules confirm that there must be only one employer for the purposes of the Apprenticeship if the Apprentice has more than one concurrent job. The amendment to this clause ensures that the Employer entering into the agreement is that employer.  The rules now set out different mechanisms to calculate the minimum training requirements depending on whether the Apprentice is full-time or part-time (note separate clauses can be inserted if the Apprentice is term-time only).  The rules now require that there must be active learning (off-the-job learning or English and maths training) at least every 4 weeks and if not, the Apprentice should be placed on a Break in Learning. |
| 4.1.12 | New clause to cover responsibilities of line manager | To make it clear that the line manager of an Apprentice must be aware of its responsibilities under the agreement and ensure if the line manager changes then a sufficient handover is carried out. |
| 4.1.13 | New clause to cover evidence held by the Employer | To make it clear that the Employer should make available evidence to the Training Provider should it require it for claims and compliance purposes. |
| 4.1.14 | New clause in relation to progress reviews | The rules require regular progress reviews to be carried out and this clause sets out what the Employer’s obligations are in relation to those reviews. |
| 4.1.15 | New clause to ensure the Training Plan is kept up-to-date | To make clear that the training plan must be kept updated and to reflect that the rules state that funds may be at risk if an up-to-date training plan and sufficient progress towards the plan cannot be shown upon request. |
| 4.1.20 | New clause in relation to withdrawing apprentice | The rules make it clear that where an Apprentice withdraws they should be made national minimum wage (not at the apprenticeship rate) |
| 4.2.8 | Amended in relation to funding the End Point Assessment | The rules have clarified that where an Apprentice is made redundant and meets the requirements to be funded to completion, such funding includes the End Point Assessment costs. |
| 5 | New clause in relation to initial assessments | To fully set out all of the requirements from the rules in relation to what initial assessments should cover. |
| 6 | New clause in relation to recognition of prior learning | To fully set out all of the requirements from the rules in relation to what needs to be agreed in relation to recognition of prior learning. |
| 8.3 | Amended to cover where the Training Provider is unable to return payments to the Employer | The rules now require that where a Training Provider has not been able to pay Additional Payments to the Employer (because sufficient details haven’t been provided), it must be returned to ESFA. The clause reflects that the Training Provider will attempt to contact the Employer in accordance with its own policy on making payments and if it is unable to do so then it will be obliged to return the payment to ESFA. |

The Template Subcontract for Apprenticeship Provision

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| **Clause** | **Amendment** | **Reason for Amendment** |
| 1.1 | Break in Learning definition has been amended | To make it clear that a Break in Learning means a break from any active learning (including English and maths) and that is can take place without a break in employment |
| 3.1.4, 4.1.4 and 4.2.1(b) | New clauses in relation to compliance with the ESFA contract | New clauses have been introduced to make it clear that the Training Provider will deliver the Services in accordance with its contract with ESFA and that subcontractors should ensure that they don’t put the Training Provider in breach of that contract too. |
| 4.2.4 | New clause introduced requiring the Subcontractor to retain evidence | The rules require the Training Provider to retain evidence to support their own delivery and that of others. It is also a requirement that this evidence is quantifiable and meets the definition of off-the-job training. This new clause ensures that the Subcontractor retains that evidence on behalf of the Training Provider. |

The Template Contract for End Point Assessment Organisations

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| **Clause** | **Amendment** | **Reason for Amendment** |
| 3.1.3 and 4.1.4 | New clauses in relation to compliance with the ESFA contract | New clauses have been introduced to make it clear that the Training Provider will deliver the Services in accordance with its contract with ESFA and that the End Point Assessment Organisations should ensure that they don’t put the Training Provider in breach of that contract too. |