

## Eastleigh College

### Apprenticeship Written Agreement Terms and Conditions

#### Disputes and Issue Resolution

Eastleigh College is responsible for resolving issues and disputes between The Employer. All communications in the first instance should be forwarded to Eastleigh College at [experts@eastleigh.ac.uk](mailto:experts@eastleigh.ac.uk) for the attention of the Head of Apprenticeship Services or telephone 02380 911036. Issues can be further escalated to the Education and Skills Funding Agency (ESFA).

The Employer and their apprentices can at any time contact the apprenticeship helpline regarding apprenticeship concerns, complains and enquiries: [nationalhelpdesk@apprenticeships.gov.uk](mailto:nationalhelpdesk@apprenticeships.gov.uk) or telephone 0800 015 0400.

Further details of the College's Complaints Process can be found at the following link:

<https://www.eastleigh.ac.uk/about/welcome/policies-and-procedures/>.

#### **1.0 Employer Key Responsibilities**

##### **1.1 The Employer shall:**

- 1.1.1** use all best endeavours to co-operate in all matters relating to this agreement.
- 1.1.2** allow members of the College staff, Education Skills Funding Agency, awarding and regulatory bodies and inspectorates access to relevant premises, data and other facilities at no charge for the purposes of carrying out inspections and checks as required by Apprenticeship funding and to ensure Apprentices' health and safety.
- 1.1.3** inform the College of all health & safety and security requirements that apply at the Employer's premises or otherwise for the purposes of this agreement.
- 1.1.4** treat Apprentices, as far as reasonable, in the same manner as other members of staff.
- 1.1.5** pay Apprentices at least the minimum wage required by law.
- 1.1.6** allow time for an Apprentice to gather evidence and complete work for the Apprenticeship qualification.
- 1.1.7** allow the Apprentice to attend selected training sessions, visits and assessment meetings with the College.
- 1.1.8** mentor and support the Apprentice through their coursework and their day-to-day role within the Employers organisation.
- 1.1.9** provide witness testimonies and assist the Apprentice with their development to record the work place evidence as required by the College to meet the 20% off the job requirement to attain the Apprenticeship.
- 1.1.10** compensate the College for all costs and expenses reasonably incurred:
  - (a) if it is prevented by the Employer from attending and inspecting the Employer's premises; or
  - (b) if the Apprentice fails to keep an appointment owing to any act or omission of the Employer.
- 1.1.11** participate in tri-partite reviews of progress of the Apprentice for the duration of the Apprenticeship Programme.
- 1.1.12** identify and communicate to the College any issues which may directly affect completion of any training and/or coursework by the Apprentice.
- 1.1.13** inform the College of any verbal or written warning or proposed disciplinary action (including dismissal) against or grievance by the Apprentice and to keep the College informed of progress in any such disciplinary or grievance meetings hearings or the like.
- 1.1.14** adhere to all Safeguarding and Prevent obligations required by current legislation.

- 1.1.15** ensure the timely completion of any surveys issued by the College to the Apprentice.
- 1.1.16** promptly provide accurate and up to date information to the reasonable satisfaction of the College.
- 1.1.17** provide the College with all reasonable support and information it requires in relation to the Apprentice and the Apprenticeship.
- 1.1.18** immediately notify the College of any changes to the Apprentice's employment status.
- 1.1.19** promptly provide the College with such information as it may reasonably require for it to obtain funds from the government-Employer co-investment, including but not limited to evidence:
  - (a) of the Apprentice's eligibility to receive funding at the start of the Apprenticeship programme;
  - (b) of the Apprentice's employment by either the Employer or a connected company as defined by HM Revenue and Customs;
  - (c) that the Apprentice is spending at least 20% of their time on off-the-job training directly relevant to the Apprenticeship Standard;
  - (d) of the Apprentice's average weekly hours;
  - (e) that the job allows the Apprentice to gain wider employment experience;
  - (f) that the total amount of time spend on an Apprenticeship meets the ESFA's minimum duration funding rule if an Apprentice is changing their Apprenticeship, transfers between providers, or takes a break in learning.
- 1.1.20** involve the Apprentice in active learning or monitored workplace practice throughout the Apprenticeship programme to the reasonable satisfaction of the College.
- 1.1.21** ensure that the Apprentice works an adequate number of hours per week to be able to undertake sufficient, regular training and on the job activity as the College may reasonably require.
- 1.1.22** permit the Apprentice to complete the Apprenticeship within their working hours (including for English and maths) and provide such evidence of doing so or having done so as the College may reasonably require.
- 1.1.23** ensure that each Apprentice is eligible to work in England.
- 1.1.24** promptly pay all sums owed to the College in relation to the Apprenticeship for any mandatory co-investment.
- 1.1.25** warrants to the College that each Apprenticeship under this Agreement is a genuine Apprenticeship, undertaking learning of new skills, knowledge and behaviours within the meaning of the ESFA Rules.
- 1.1.26** (in accordance with the ESFA rules) it shall not Require an Apprentice (including former Apprentices) to make financial contributions towards the cost of the Apprenticeship programme (including their former Apprenticeship programme);
- 1.1.27** (in accordance with the ESFA Rules) not require an Apprentice (including former Apprentices) to make financial contributions towards the cost of the Apprenticeship programme (including their former Apprenticeship programme);
- 1.1.28** ensure that all the Employer's equipment is in good working order and suitable for the purposes for which it is used.
- 1.1.29** take all necessary steps to comply with all current and future health and safety legislation, and to securing the health and safety and welfare of the Apprentice in the same manner and to the same extent as an Employer is required to do in relation to any employees by or

under the relevant legislation for the time being in force.

- 1.1.30** ensure proper and adequate supervision of Apprentices in the workplace.
- 1.1.31** ensuring workplace performance issues are dealt with and ensuring an Employer's representative is available to resolve a service issue or request.
- 1.1.32** manage working time directives and adhere to the maximum working week which should not exceed 48 hours.

## **2.0 Termination of Agreement**

- 2.1** The Employer may terminate this agreement in the event of the Apprentice leaving their employment or being dismissed from their employment by giving written notification to the College.
- 2.1.1** In the event of redundancy a copy of the redundancy note must be passed to the College.
- 2.2** Where the Employer terminates the agreement the date of termination shall be the date of receipt of the written notification or later if requested by the Employer. Termination of the agreement cannot be back-dated.

- 2.3** The College may terminate this Agreement in the event that:

- I. there is a repudiatory breach (that is not capable of remedy) by the Employer of the terms of this agreement including breach of the applicable funding rules; and/or;
- II. the ESFA withdraws co-funding or reduces co-funding resulting in it being uneconomic for the College to continue to deliver the services stated in this document.

The following appendix covers all other terms, conditions and obligations of this agreement. Please ensure you read this

carefully and fully comply with its content.

Further additions or amendments to this agreement may be issued as addendums during the period in which this agreement is valid.

## **3.0 Main Provider (Eastleigh College) Responsibilities**

- 3.1** The College will;
  - 3.1.1** have overall responsibility for the provision of, coordination of and quality of the training and assessment provided in relation to this agreement, including compliance with the Funding Body funding rules.
  - 3.1.2** provide the Agreed Services in all material respects in accordance with this written agreement where applicable should additional support learning be required for the Apprentice named in clause 1.0 of the main agreement.
  - 3.1.3** ensure that all parties involved in the delivery of this Apprenticeship will observe all health and safety and security requirements that apply at any of the Employer's premises.
  - 3.1.4** be responsible for creating and/or authorising the Apprentice evidence pack and for claiming funding via their monthly Individualised Apprentice Record (ILR) return to the ESFA.
  - 3.1.5** collect and report cash contributions from non-levy paying Employers on the ILR, collect and validate incentive forms and transfer incentive payments from the ESFA to the Employer. The value of each cash payment will be recorded in the ILR.
  - 3.1.6** will manage Employer declarations and incentive claim forms received from Employers for audit purposes as part of the Apprenticeship evidence pack;
  - 3.1.7** have the right to recover sums from the Employer in the event that the Employer is in breach of the applicable funding rules.
  - 3.1.8** have responsibility for registering the Apprentice with the End Point Assessment Organisation and for booking the Apprentices end point assessment.

- 3.1.9 support the Employer and Training Provider in identifying when a Apprentice has reached gateway.
- 3.1.10 contract with an Apprentice Assessment Organisation of the Employer's choosing, and agree with it the arrangements for end-point assessments, re-takes and payments and for this purpose the Employer shall choose an Apprentice Assessment Organisation reasonably acceptable. If the Employer fails to do so the College is hereby authorised in the name and on behalf of the Employer to choose such Apprentice Assessment Organisation.
- 3.1.11 make payment to the Apprentice Assessment Organisation for conducting the end-point assessment and keep records of all such payments.
- 3.1.12 collect Employer co-investments and report the value received on the ILR .
- 3.2 The College will not;
  - 3.2.1 commence an Apprentice's programme if there is no prospect of the Apprentice completing the programme within the amount of time available.
  - 3.2.2 enrol an Apprentice on an Apprenticeship if they are already enrolled on another Apprenticeship or DfE funded FE/HE programme in line with the ESFA Funding rules.
  - 3.2.3 enrol an Apprentice without ensuring they meet the eligibility requirements or have permission to work in England.
  - 3.2.4 claim funding for individuals who do not meet the eligibility requirements set out in the ESFA Rules.
  - 3.2.5 claim funding from the Employer Digital Account other than for training or assessment in accordance with the ESFA Rules.
  - 3.2.6 request any Employer contribution to the cost of an Apprenticeship up to the maximum value of the funding band if the Employer
    - employing fewer than 50 people recruits an eligible Apprentice;
    - a) aged between 16 and 18 years old (or 15 years old if the Apprentice's 16th birthday is between the last Friday of June and 31 August)
    - b) aged between 19 and 24 years old and either has: an EHC plan provide by their local authority; or has been in the care of their local authority as defined in the funding rules.
  - 3.2.7 provide end-point assessment to any Apprentices it has trained.

#### **Mutual ESFA Responsibilities**

#### **4.0 Positive Obligations**

- 4.1 If the Agreed Services are Levy Funded all parties are in agreement that it shall, in accordance with the ESFA rules;
  - 4.1.1 enter into an Apprenticeship Agreement and Commitment Statement in relation to each Apprentice at the start of and for the entire duration of the Apprenticeship;
  - 4.1.2 agree when the Apprentice has obtained sufficient skills, knowledge and behaviours to sit their end point assessment.
  - 4.1.3 take the costs of the end-point assessment and any re-takes into account when agreeing the Total Negotiated Cost.

#### **5.0 Negative Obligations**

- 5.1 In accordance with the ESFA funding rules, the College and Employer shall not use funds in the Employers Apprenticeship Service Account or funding claimed through the Government Co-Investment scheme for any of the following;

- 5.1.1 enrolment, induction, prior assessment, initial diagnostic testing or similar activity.
- 5.1.2 the Apprentice's wages, travel costs or personal protective clothing and safety equipment required by the Apprentice to carry out their day-to-day work;
- 5.1.3 off-the-job training delivered only by distance learning, not including online and other blended learning activities; any training or optional modules in excess of those required, educational trips or trips to professional events not specified in the Apprenticeship Standard.
- 5.1.4 registration and examination (including certification) costs associated with a licence to practise; registration and examination (including certification) costs for non-mandatory qualifications (qualifications that are not specifically listed in the Apprenticeship Standard).
- 5.1.5 end-point assessment costs incurred by the College but not included in the price agreed between the Employer and any Apprentice Assessment Organisation.
- 5.1.6 repeating the same regulated qualification where the Apprentice has previously achieved it unless it is a requirement of the Apprenticeship or for any GCSE; re-sits for mandatory qualifications or the end-point assessment needed for the Apprenticeship where no additional learning is required.
- 5.1.7 accommodation costs (including residential costs associated with non-mandatory qualifications) where the Apprentice is resident away from their home base, because of the requirements of their day-to-day work or because this is convenient for the Employer or Training Provider.
- 5.1.8 capital purchases (and the maintenance of capital purchases), including lease agreements, which would have a lifespan beyond the Apprenticeship being funded.
- 5.1.9 time spent by employees/managers supporting Apprentices, mentoring or time arranging training support except where this is directly linked to the training assessment, including end-point assessment; or specific services not related to the delivery and administration of the Apprenticeship.

## **6.0 Funding**

- 6.1 All payments will be made in line with the Education & Skills Funding Agency (ESFA) funding requirements. For the avoidance of doubt the ESFA may at their discretion alter any funding levels at any time. The College is not and shall not be liable for any loss or damage arising out of any alteration to funding rates, or be liable to make any payments in relation to funded provision unless such funding payments have first been made to the College by the ESFA.

- 6.2 Funding shall only be used in relation to individuals who reside in England and whose main employment or normal place of work is in England. The Employer must inform the College immediately if at any stage of this agreement they

identify that the status of the Apprentice is as follows:

- a) The Apprentice is in England illegally.
- b) The Apprentice has overstayed their immigration or visitor visa.
- c) The Apprentice has immigration status that restricts access to government funding.

In the event of any of the above, funding will stop from the date that the status occurred. Any funding already claimed will be reclaimed and repaid to the Funding Body.

## **7.0 Safeguarding and Prevent**

- 7.1 The Employer and its staff shall, with all best endeavours, champion safeguarding, anti-radicalisation and British Values. The Employer shall encourage all employees engaged in the performance of this agreement to have successfully completed Safeguarding and Prevent training courses and

understand British Values.

**Sources:**

**Safeguarding:** <https://www.foundationonline.org.uk/enrol/index.php?id=2>.

**Prevent** (either the 'Employer' specific course or as appropriate to the individuals role):  
<https://www.foundationonline.org.uk/course/index.php?categoryid=14>

**8.0 Amendments and Variations**

- 8.1 This agreement constitutes the entire contract between the parties and shall not be amended or varied except by an instrument in writing signed by the parties. The College reserves the right to issue a new agreement where amendment or variation of this agreement is not considered appropriate.
- 8.2 This agreement is non-transferable and should the Employer's business change ownership then the College may at its discretion terminate this agreement with a notice period of up to 60 days. The College may only transfer this agreement to another College or sub-contractor with the prior consent of the Employer.

**9.0 Quality Assurance (QA) & Compliance**

- 9.1 The College will ensure that:
- a) the learning is of the highest quality, demonstrating value for money and a positive impact on Apprentice lives.
  - b) Apprentices and Employers are supported in the promotion of Equality and Diversity, Safeguarding and Anti-Radicalisation.
  - c) supply chain management activities comply with the principles of best practice in the skills sector.
  - d) it will at all times undertake fair and transparent procurement activities, conducting robust due diligence procedures on potential sub-contractors to ensure compliance with the Common Accord.

**10.0 Charges, Invoicing and Payment**

For Non Levy funded Only

- 10.1 The Employer is responsible for management of the Apprenticeship Service and will take all best endeavours to ensure that payments are timely and accurate.
- 10.2 Without prejudice, the Employer is obligated to pay the charges outlined in this agreement.
- 10.3 Failure to make payment within 60 days of the issue date of any invoice raised by the College may result in the Apprentice being withdrawn from their Apprenticeship as this is a fundamental breach of ESFA funding requirements for the application and distribution of non-levy funding.
- 10.4 Should the Apprentice be withdrawn from their Apprenticeship due to the Employer failing to meet their obligation of the 5% contribution within any time frames agreed then the Employer will be liable for any costs incurred by the College in the execution of the enrolment and engagement of this Apprentice.
- 10.5 Payments between the Employer and the College shall be visible in both the Employer's and the College's financial system.

**11.0 Refunds**

- 11.1 If the Employer exercises their right to cancel an agreement with the College then the Employer is to be liable to pay the College reasonable costs in accordance with this

agreement, before any consideration is given for the termination of the Employer agreement the respective Employer must inform the College of their decision to withdraw by means of any clear statement setting out the decision.

- 11.2 The College may need to obtain additional information from the Employer before a refund payment can be paid. When we agree the refund, we will write to the Employer with details of the refund payment.
- 11.3 The College shall indemnify and keep indemnified the College against all claims, liabilities, costs, expenses, damages and losses (including any and all interest, penalties and reasonable legal and other professional costs and expense) suffered or incurred by the College arising out of or in connection with any breach or alleged breach by the College of any terms in this clause.
- 11.4 Consideration of a full or pro-rata refund of the co-investment contribution will be given if the Employer has a credible claim, this can be but is not limited to;
  - a) the Apprentice has left their employment voluntarily.
  - b) the Apprentice has expressed a desire to leave the Apprenticeship program and all parties joined by the commitment statement are in agreement that this is the only action going forward.
  - c) if the College has breached the Employer Agreement which is incapable of remedy.
  - d) if the Apprentice has withdrawn from the programme within 42 days of their start date.
  - e) if the Apprentice withdrew from their Apprenticeship due to long-term illness or death.
- 11.5 The Employer will not qualify for a refund if;
  - a) the Apprentice has been made redundant; irrespective of if this is voluntary or a compulsory redundancy.
  - b) the Employer has breached the Employer Agreement, which is incapable of remedy.
  - c) the Employer has engaged with the services of an alternative Training Provider following a change of company ownership.
  - d) the Employer has breached their agreement with the ESFA which is incapable of remedy and has resulted in the disqualification or suspension of said Employer from the ESFA Apprenticeship Services digital voucher system. In this instance, the Employer would also be liable for all remaining teaching, learning and assessment costs to see the respective Apprentice through to completion, including any additional costs for end-point assessment if applicable.
  - e) If the Apprentice has been put on a break in learning.
  - f) If any Apprentice failed to re-start their Apprenticeship after a break in learning due to a change in their employment contract or status.

## **12.0**

### **End Point Assessments**

- 12.1 The requirement for end-point assessment are set out in the assessment plan for each specific standard.
- 12.2 Apprentices will not be able to achieve an Apprenticeship standard without satisfying all the requirements of the assessment plan, including the end-point assessment.
- 12.3 An Apprentice can only take the end-point assessment once they have;
  - 12.3.1 satisfied the gateway requirements set out in the assessment plan; and
  - 12.3.2 the Employer (in consultation with Eastleigh College) is content they have attained sufficient knowledge, skills and behaviours to successfully complete the Apprenticeship.
- 12.4 The Apprentice must be employed until the end-point assessment (where applicable) is completed. The only exception is where the Apprentice has been made redundant and we (Eastleigh College) are funding the Apprenticeship to completion subject to redundancy regulations.
- 12.5 At least 3 months before the Apprentice ends their Apprenticeship standard, the Employer must;
  - 12.5.1 select an organisation from the Register of End-Point Assessment Organisations (RoEPAO) to deliver the end-point assessment;

- 12.6 The College and the Employer will be involved in arrangements for end-point assessment(s); the assessment itself must be independent. Some assessment plans give the Employer and the Training Provider specific roles but, with the exception of integrated standards, Training Providers who have delivered the training cannot make an end-point assessment judgement for that same group of Apprentices.
- 12.7 The end-point assessment organisation for an integrated degree standard may also be the Training Provider, although the assessment must be conducted by someone who has not been involved in the delivery of the Apprenticeship.
- 12.8 The College must contract with the end-point assessment organisation that has been selected by the Employer and lead the relationship with them. This should also include arrangements for a change of circumstances, which may delay, or lead to the cancellation of, the end-point assessment.
- 12.9 The College must ensure that the price agreed with The Employer for the Apprenticeship includes the amount The Employer has negotiated with the end-point assessment organisation. This includes the cost of external quality assurance, which involves an external body (either the Institute for Apprenticeships or a body approved by it) to ensure the consistency of quality and approach to the end-point assessment against a particular standard, regardless of which end-point assessment organisation has carried it out. Costs for external quality assurance will depend on the body undertaking it. You must ensure that you engage actively with any request for information from the external body, where applicable.
- 12.10 Eligible costs for end-point assessment organisations are set out in the 'Conditions of Acceptance' document for organisations on the RoEPAO.
- 12.11 The cost of end-point assessment should not usually exceed 20% of the funding band maximum. This does not mean that end-point assessment must cost 20%; the cost that individual Employers will pay for assessment varies between standards the ESFA expect Employers to negotiate with assessment organisations to secure value for money. Where the total negotiated price is higher than the funding band maximum the difference must be paid by the Employer.
- 12.12 The end-point assessment can only be taken after the minimum duration has been completed. An Apprenticeship must provide for a practical period of training that lasts for a minimum duration of 12 months. The College and Employer must ensure that the entire duration of the Apprenticeship standard for both training and end-point assessment is recorded on the ILR as a minimum of 372 days to be eligible for funding.
- 12.13 The College will keep evidence of payments made to the end-point assessment organisation for conducting the end-point assessment.
- 12.14 The Employer must agree with the College when the Apprentice has reached Gateway. This must include agreeing;
- a) the Apprentice is competent in the role, has attained sufficient skills, knowledge and behaviours to complete the Apprenticeship and therefore ready to do the endpoint assessment;
  - b) the Apprentice has achieved mandatory on-programme qualifications (where applicable);
  - c) the Apprentice has achieved other specific requirements where these are listed in the assessment plan, such as completing a logbook or service record.
  - d) that the Apprentice is prepared and understands the EPA process.
- 12.15 The College shall undertake or ensure the uploading of evidence and/or support material to the end point assessment organisation, required for successful completion of the Apprenticeship standard, is completed accurately and in a timely manner.
- 12.16 It is the responsibility of the College to recover the cost of resits from the Employer.



## **Apprenticeship Commitment Statement Terms and Conditions**

### **1.0 Commitment of Parties**

- 1.1 To agree jointly with the Employer, The College and Apprentice:
  - a) Any changes to the Commitment Statement will be agreed at review stages. The contents of the Commitment Statement will fulfil the national and industry sector agreed criteria for Apprenticeship Standards.
  - b) If the Apprenticeship is terminated due to redundancy, to attempt, with the assistance of relevant organisations, to arrange new employment for the Apprentice, for the duration of the Apprenticeship, with another company.
  - c) To undertake legal and contractual responsibilities for the Health and Safety of the Apprentice.
  - d) To ensure conformity with the Employer's Equal Opportunities Policy.
  - e) Neither the Employer nor the College will act as the End Point Assessment Organisation, even where it takes place on College premises
- 1.2 In signing this document the Apprentice agrees and commits to:
  - a) Take appropriate responsibility for their own learning, development and progression.
  - b) In both working and training, to be diligent and punctual and to attend courses in person or via virtual platforms, keep records, take part in and contribute to the review process, undertake assessments in order to achieve Learning Agreement objectives and keep the Employer informed of progress towards those objectives.
  - c) Diligently undertake the on- and off-the-job learning required to achieve the qualifications set out in this document and track their Off The Job (OTJ) training hours
  - d) Participate in and contribute to reviews of their progress and achievement.
  - e) Work collaboratively with their Employer, and the College to enable their own learning, development and progression.
  - f) Promptly inform the Employer and/or the College if any matters or issues arise or could arise that will or may affect their learning, development and progression.
  - g) To work for the Employer to the best of their ability and in accordance with the Employer's policies and procedures.
  - h) At all times to behave in a safe and responsible manner and in accordance with the requirements of Health and Safety legislation relating to the individual's responsibilities and to promote and act in the Employer's best interests.
  - i) Comply with the policies, regulations and procedures of Eastleigh College acting as the Training Provider
  - j) I hereby agree to the Training Provider informing my Employer of my attendance & attitude during training &/ or assessment sessions either verbally or in the form of a written report or electronic notification.
- 1.3 In signing this document the Employer agrees and commits to:
  - a) The Employer will not ask the Apprentice to contribute to the cost of learning towards the Apprenticeship before, during or after.
  - b) Directly employ (PAYE) the Apprentice and issue a contract of employment/statement of written employment particulars. The employment must commence on or before the Apprenticeship start date detailed in this document.
  - c) Subject to the Apprentice meeting the requirements of their contract of employment/ statement of written employment particulars, employ the Apprentice for at least the duration required to complete the Apprenticeship detailed in this document.
  - d) Employ the Apprentice for an adequate number of hours per week to enable them to undertake sufficient, regular training and on the job activity as may reasonably be required. (Not contract 16-18 year olds to work more than 40 hours per week)

- e) Pay the Apprentice at least in accordance with the National Minimum Wage and issue payslips.
- f) Provide the Apprentice with an appropriate workplace induction.
- g) Provide the Apprentice with the on-the-job learning, mentoring and support.
- h) Provide the Apprentice with any personal protective clothing and safety equipment required for the Apprentice to carry out their day-to-day work.
- i) To provide, as far as is reasonably practicable, the experience, facilities and training necessary to achieve the Apprenticeship Standard as specified in the Commitment Statement without loss of wages.
- j) To release the Apprentice from their normal workplace duties to enable the Apprentice to undertake off-the-job training and assessment. Release shall be for a minimum of 20% of the normal working hours per week.
- k) To release the Apprentice from their normal workplace duties to enable the Apprentice to undertake off-the-job training and assessment. Release shall be for a minimum of 20% of the normal working hours per week.
- l) Work collaboratively with the Apprentice, and the College, including coordination of on-and of-the job training and participation in and contribution to reviews of the Apprentice's progress and achievement.
- m) Promptly inform the College if any matters or issues arise or could arise that will or may affect the Apprentice's learning, development and progression.
- n) Allow College staff, OFSTED representative or Awarding Body Staff onto the Employer premises to carryout assessments and quality checks when required.
- o) Give notice and inform in writing to the Apprentice, if a variation to this agreement would mean it is no longer an Apprenticeship.
- p) Select the End Point Assessment Organisation and negotiate the price for delivery of the Apprenticeship.

1.4 In signing this document the College agrees and commits to:

- a) Deliver the off-the-job training and undertake and/or arrange the assessment required for the Apprentice to achieve the qualifications set out in this document.
- b) Ensure the provision of appropriate additional learning support and/or reasonable adjustments (where applicable).
- c) Ensure that the Apprenticeship is managed and delivered in an efficient, supportive and organised manner, including ensuring that the Apprentice receives an appropriate induction to the Apprenticeship content and requirements, has appropriate support and receives appropriate information advice and guidance both during and at the end of the Apprenticeship.
- d) Work collaboratively with the Apprentice and the Employer to ensure the Apprentice's learning, development and progression.
- e) Promptly inform the Employer, if any matters or issues arise or could arise that will or may affect the Apprentice's learning, development and progression.
- f) Quality assure the delivery of the off-the-job training and assessment [excluding end-point assessment] and the quality of the management of the Apprenticeship.
- g) Take overall responsibility for the investigation and resolution of issues raised by the Apprentice and/or the Employer in relation to the delivery of the Apprenticeship.
- h) The Training Provider, will undertake regular progress reviews with the support of the and Workplace Mentor, and keep the Employer informed of progress.

1.5 Safeguarding and Radicalisation - All Parties in this agreement:

- a) Are fully committed to safeguarding and promoting the welfare of the learner.
- b) Recognise that safeguarding against radicalisation and extremism is no different from safeguarding against any other vulnerability.
- c) Understand and will adopt and live out the Core Values of RRS (Rights Respecting), which complement the key “British Values” of respect and tolerance, rule of law, democracy and individual liberty.
- d) Understand the dangers of radicalisation and exposure to extremist views; building resilience against these and knowing what to do if they experience them.
- e) Are informed of the correct reporting procedures when making the authorities aware of any concerns with regards to Safeguarding and Extremism and understand this applies to everyone (themselves and others they think are vulnerable).
- f) Being radicalised, are concerned that a family member or colleague has already been radicalised or if you suspect terrorist activity, then report it in confidence to the Anti-Terrorist Hotline on 0800 789 321 or call the Police on 101 and ask to speak to your local PREVENT officer.

## 2.0 Complaints and Dispute Resolution

- a) The Lead Provider has overall responsibility for resolving any issues and disputes arising in relation to the delivery of the Apprenticeship.
- b) Where the Employer has an issue or dispute relating to the delivery of this Apprenticeship they should refer to the provisions of the Written Agreement (5.0) on Complaints and Dispute Resolution.
- c) Where the Apprentice has an issue or dispute relating to the provision of the delivery of services undertaken by the Training Provider, the Employer shall make the matter known to the Training Provider in writing by email and shall copy the communication to [experts@eastleigh.ac.uk](mailto:experts@eastleigh.ac.uk)
- d) You can also contact the National Apprenticeship Helpline regarding concerns, complaints and enquiries, either by email using [nationalhelpdesk@Apprenticeships.gov.uk](mailto:nationalhelpdesk@Apprenticeships.gov.uk) or call 0800 015 0400.