



APPRENTICESHIPS

These Service Specific Terms will apply between L&D and the Client in connection with Apprenticeship Assessments.

For the purpose of these Service Specific Terms and the applicable Order Form, the following definitions will apply:

1 DEFINITIONS

“Approval and Accreditation Manual” means L&D’s document that outlines the rules and regulations to achieve and maintain approved status as an Approved Centre for Ofqual regulated apprenticeship assessment and BCS Qualifications.

“Approval Process” means the process carried out by L&D to determine whether the Centre meets all requirements, obligations and standards set out in the Approval and Accreditation Manual.

“Approval Audit” means the initial audit activity carried out in conjunction with the Approval Process to determine whether the Client meets all requirements, obligations and standards set out in the Approval and Accreditation Manual.

“Approved Centre” means an organisation which has been assessed by L&D, in accordance with Clause 2 of these Service Specific Terms, as meeting the requirements and obligations set out in the Approval and Accreditation Manual.

“Approved Centre Fee” means the fee due to L&D, from the Client, payable prior to L&D undertaking the initial assessment of suitability to be granted the status of an Approved Centre.

“Approved Centre Certificate” means the certificate issued by L&D to the Client which certifies that the Centre has achieved Approved Centre status and is authorised by L&D to exercise any of the rights related to such status which are granted under this Agreement.

“Approved Centre Renewal Fee” means the fee payable by the Client in respect of the renewal of Approved Centre Status by L&D.

“Approved Centre Annual Audit” means the audit activity carried out by L&D to assess whether the Client meets all requirements and obligations to renew this Agreement (for Ofqual regulated apprenticeship assessments and BCS Qualifications).

“Apprenticeship Assessment” means the assessment for an Apprenticeship Standard.

“Apprenticeship Standards” means the apprenticeship standards published by Skills England.

“Approved Apprenticeship Assessment Plan” means the apprenticeship assessment plans approved and published by Skills England, which set out the assessment requirements that must be adhered to by Awarding Organisations.

“Awarding Organisation” means an organisation approved by Ofqual to design, develop, deliver, and award regulated qualifications that reliably measure knowledge, skills, and understanding, ensuring they meet Ofqual’s standards for quality and public confidence.

“Awarding Organisation Led-Apprenticeship Assessment” means an independent assessment undertaken by an Awarding Organisation to determine that the necessary criteria have been met prior to awarding a qualification/apprenticeship.

“Authorised Body” includes but is not limited to Department for Education (DfE), Department for Work and Pensions (DWP), Ofqual, and Skills England.

“BCS Qualifications” means Ofqual regulated and non-regulated qualifications assessed and awarded by L&D.

“Centre-Led Assessment” means assessment undertaken by an Approved Centre which is moderated by the Awarding Organisation (see moderation below).

“Centre Manager” means the named main Client contact who acts as a critical link between a training provider and an Awarding Organisation, ensuring the Client meets all Awarding Organisation requirements and obligations.

“Government approved Registered Apprenticeship Training Provider/Registered Employer-Provider” means an organisation that is on the Apprenticeship Provider and Assessment Register (APAR) and/or holding a current funding agreement with the Department for Education (DfE) or contracted through a main provider.

“Individualised Learner Record” or “ILR” means the primary data collection requested from training providers for further education and work-based learning in England.

“Malpractice and Maladministration Policy and Procedure (including Sanctions)” means the document which sets out L&D’s policy and the procedure it uses to investigate allegations of malpractice and/or breach of the Operations Manual or the Approval and Accreditation Manual or in relation to Ofqual’s General Conditions of Recognition that BCS’s qualification and assessment delivery must adhere to.

“Moderation” means the process through which the Awarding Organisation validates the marking of Centre-Led Assessments, undertaken by the Approved Centre, which can result in adjustments to results.

“Operations Manual” means L&D’s apprenticeship assessment operations manual which sets out the guidelines to which the Centre must comply with during the Term.

“Investigation Audit” means the investigation of any allegation malpractice or maladministration of which it becomes aware of which relate to any BCS Qualification in accordance with the Malpractice and Maladministration Policy and Procedure.

“Rules” means the rules regarding apprenticeships and assessments, for example government published funding rules and Ofqual regulatory framework updated from time to time.

“Standardisation” means the process the Awarding Organisation uses to ensure consistency across assessment undertaken by Approved Centres.

2 APPROVAL

- 2.1 L&D will promptly after the Effective Date of the applicable Order Form (and subsequently on an annual basis) undertake the Approval Process in order to assess whether the Client meets the requirements and obligations for Approved Centre status.
- 2.2 The Client will pay the Approved Centre Fee and the Approved Centre Renewal Fee (if applicable). The Approved Centre Fee will be payable and non-refundable, regardless of whether the Client becomes an Approved Centre.

- 2.3 If the Client has demonstrated compliance with the requirements and obligations set out in the Approval and Accreditation Manual, L&D will grant the Client the status of an Approved Centre and will issue an Approved Centre Certificate.
- 2.4 The Client will only be approved to undertake Centre-Led Assessment for the Apprenticeship Standards outlined in the Order Form or any subsequent written agreement between the parties provided that any Special Terms contained in a signed Order Form will always take precedence.

3 OBLIGATIONS OF THE PARTIES

- 3.1 The Client will:
- (a) ensure that any sub-contracting and payments arrangements are in place in accordance with the Rules;
 - (b) keep up to date with processes and procedures which impact on the Client that L&D communicates to the Centre Manager and implements any reasonably requested changes in relation to this Agreement within the necessary timeframe;
 - (c) provide L&D, on written request, with any information required by an Authorised Body or in relation to learners undertaking Apprenticeship Assessments and BCS Qualifications;
 - (d) comply with any relevant regulations of an Authorised Body if introduced by L&D under Clause 3.2(n), by the dates required by the Authorised Body;
 - (e) permit L&D and associated persons to observe invigilation/assessment procedures, and moderate assessment outcomes undertaken by the Client so that L&D may be satisfied that the provisions of this Agreement are being complied with in full by the Client.
 - (f) inform L&D promptly if it becomes aware of any fact or circumstance which may affect its ability to comply with the Operations Manual or the Approval and Accreditation Manual or any other of its obligations under this Agreement;
 - (g) co-operate fully with L&D in cases where either the Client withdraws, or L&D decides to withdraw the Client, from its role when it has registered learners with L&D. This co-operation will be provided whether the withdrawal is voluntary or via the application of sanctions by L&D in accordance with the Malpractice and Maladministration Policy and Procedure. The Client will take all reasonable steps to protect the interests of all learners should the status of an Approved Centre be withdrawn from it by L&D for any reason;
 - (h) assist L&D and/or any Authorised Body in carrying out monitoring/moderation and auditing activities and in any investigations activities which relate to the Client, in relation to the delivery of Apprenticeship Assessments or BCS Qualifications;
 - (i) solely for those Clients which are delivering Apprenticeship Assessments and BCS Qualifications, provide the necessary system(s) to deliver training in line with the relevant syllabus provided in respect of Apprenticeship Assessments and BCS Qualifications;
 - (j) appoint L&D as an Awarding Assessment Organisation for the Term and in accordance with the Rules in relation to apprenticeships;
 - (k) register all apprentice details for which L&D is to deliver Apprenticeship Assessments and BCS Qualifications on the specified apprenticeship management platform as set out in the Operations Manual;
 - (l) be liable for payment to L&D for the fee in respect of an Apprenticeship Assessment for an apprentice.
 - (m) be liable for any costs which L&D has reasonably incurred in relation to an Apprenticeship Assessment for an apprentice who withdraws/is withdrawn, or is transferred to an alternative Awarding Organisation at any time during their Apprenticeship, up to the full price of the Apprenticeship Assessment where L&D has committed to or completed part of the Apprenticeship Assessment;
 - (n) follow L&D processes, as set out in the Operations Manual and associated BCS guidance, in preparation for apprentices to undertake Apprenticeship Assessment in line with the published assessment plans;
 - (o) ensure apprentices that are to undergo Apprenticeship Assessment with L&D have access to the necessary support material, environment, equipment and/or virtual platform according to the published assessment plan and L&D method of assessment delivery;

- (p) provide L&D with a minimum of five Business Days' notice to cancel and/or reschedule any part of an Apprenticeship Assessment. Such notice must be provided by email to: epateam@bcs.uk. Any notice of cancellation or rescheduling requests not made within the time set out immediately above will be subject to the non-attendance fee communicated to the Client;
- (q) ensure that apprentices are present at the appointed time and date for Apprenticeship Assessment. If an apprentice fails to do this the Client will be liable to pay the non-attendance fee unless it provides evidence in writing that such non-attendance was due to circumstances beyond the reasonable control of the apprentice. Acceptance of such evidence will be at the sole discretion of L&D;
- (r) on receipt of the final grading decision record the apprentice achievement on the ILR (the apprenticeship certification body will not issue a certificate until the receipt by L&D of the final grading decision record the apprenticeship achievement on the ILR and in accordance with the requirements set out in the Operations Manual;
- (s) advise apprentices and their employer of L&D's reasonable adjustment policy and procedure and, where possible, ensure that any application under that policy is made no later than 10 working days prior to the date of the relevant apprentice's Apprenticeship Assessment;
- (t) contact apprentices which the Client has registered on the specified apprenticeship management platform on or around the time of such registration and again on completion of an Apprenticeship Assessment to notify them that L&D will contact them to award BCS membership and RITTech professional registration.

3.2 L&D will:

- (a) provide the Client with access to all relevant materials and platforms needed for apprentices to prepare for and complete Apprenticeship Assessments and BCS Qualifications;
- (b) provide training for staff nominated by the Client to ensure compliance with L&D procedures;
- (c) in cases where the Client operates a system of Centre-Led Assessment, provide the Client with the necessary training, guidance and support materials;
- (d) follow a robust process for the development and maintenance of qualifications and assessments in line with the published assessment plans and according to the requirements of any relevant Authorised Body;
- (e) conduct Apprenticeship Assessments with due skill and care in line with the published assessment plans and according to the requirements of any relevant Authorised Body;
- (f) manage all administrative processes including registration of apprentices, scheduling of Apprenticeship Assessment methods through to certification in a timely manner;
- (g) observe all health and safety rules and regulations and any other reasonable security or other premises-related requirements that apply at any of the Client's premises from time to time when L&D carries out an Approval Audit, Annual Audit or Investigation Audit or other activity under or in connection with the Approval and Accreditation Manual which involves access to a Client's premises.
- (h) advise the Client of the Apprenticeship Assessment outcome and issue the final grade no later than five Business Days following the apprentice's final assessment method;
- (i) work with the Client to help ensure that apprentices who need to resit or retake assessment methods can undertake them within the required guidelines or approved apprenticeship assessment plan.
- (j) undertake a structured process of internal (and in the case of Centre-Led Assessment, external) moderation and Standardisation to deliver and ensure consistency of assessment and grading decisions for Apprenticeship Assessments;
- (k) practice a robust recruitment, selection, training and onboarding of individuals it uses for assessing apprentices ensuring those appointed have relevant occupational competence for the apprenticeship standards they are assessing and maintain their continuous professional development;
- (l) co-operate fully with the Client on termination of this Agreement and/or where either the Client withdraws, or L&D decides to withdraw the status of an Approved Centre from the Centre. This co-operation will be provided whether the withdrawal is voluntary or is made under or the Malpractice and

Maladministration Policy and Procedure. L&D will take all reasonable steps to protect the interests of all apprentices should the status of an Approved Centre be withdrawn from the Client for any reason;

- (m) retain copies of relevant assessment records as required in accordance with the 'rules' of the 'Authorised Bodies' from the end of the year to which they relate;
- (n) have the right to amend this Agreement, the Operations Manual, the Approval and Accreditation Manual and/or a Apprenticeship Assessment on becoming aware of the introduction or amendment of any rule, regulation or process change made by an Authorised Body during the Term which reasonably relates to this Agreement. L&D will communicate any such amendment to the Client as soon as reasonably practicable;
- (o) provide apprentices with BCS associate membership, the management of which sits outside this Agreement and is not eligible for public funding; and
- (p) contact apprentices which the Client has registered on the specified apprenticeship management platform on or around the time of such registration and again on completion of an Apprenticeship Assessment to award BCS membership and RITTech professional registration.

4 AUDIT AND MONITORING

- 4.1 The Client will, during the Term, on reasonable notice allow L&D access to the Client's relevant records in connection with the procedures and documentation relating to the Apprenticeship Assessment activities under this Agreement (either an Approval Audit, Approved Centre Annual Audit or Investigation Audit).
- 4.2 The Client acknowledges and agrees that L&D may, on reasonable notice, make a telephone appointment with the Client's duly authorised lawful representative(s) to discuss relevant records in connection with an Approval Audit, Approved Centre Annual Audit or Investigation Audit.
- 4.3 For the purpose of Clause 4.1 and Clause 4.2 of these Service Specific Terms, a reasonable period of notice will depend on the circumstances including the reasons for the entry and inspection or telephone appointment. Notwithstanding this, in the event that L&D will be required by Ofqual (or other to conduct any short-notice visit to the Client, then the Client will promptly and as soon as reasonably practicable permit L&D to carry out such visit for the sole and exclusive purpose of carrying out its regulatory obligations in connection with this Agreement following prior written notice from L&D which outlines the reasons for the visit and evidences the request of Ofqual.
- 4.4 The Client will provide L&D with such co-operation and assistance as they may reasonably request to enable them to carry out an Approval Audit, Approved Centre Annual Audit or Investigation Audit.
- 4.5 The Client will during the Term allow L&D access to relevant records and its premises, in each case only if reasonably required, to enable it to carry out the Approved Centre Annual Auditor an Investigation Audit.
- 4.6 Without prejudice to its other rights and remedies under this Agreement, including the right to terminate for material breach, L&D may suspend the approval granted to the Client if either an Approved Centre Annual Audit or an Investigation Audit reveals that the Client is not in material compliance with its obligations under this Agreement, the suspension lasting until such time as any such issues identified by such audit or process are remedied to the satisfaction of L&D. L&D will give reasonable assistance and a minimum of 30 Business Days to the Client to remedy any such issues.

5 TERMINATION

- 5.1 L&D may terminate an Order Form for Apprenticeships, by giving written notice to the Client if:
 - (a) the Client fails to maintain the standards required to remain an Approved Centre;
 - (b) material changes to the Client or its Apprenticeship programme are not promptly notified to L&D;
 - (c) audit visits and/or checks requested by L&D or an Authorised Body are not reasonably facilitated or conditions arising from audit visits are not met within the specified time period;
 - (d) material requirements as set out in the Approval and Accreditation Manual are repeatedly breached in such a manner as to reasonably justify the opinion that the Client's conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (e) Misleading claims about the accreditation status of any course are made;

- (f) Clear evidence is received that accredited materials are in breach of copyright;
- (g) Accommodation requirements for examinations are not met;
- (h) No apprentices are entered for examination for any rolling 12 month period;
- (i) Apprentices from three consecutive courses have pass rates 10% below the average pass rate for the qualification; and
- (j) applicable the minimum exam numbers stated in the Order Form are not met.

5.2 Any Apprenticeship Assessments currently in process or scheduled at the point of termination will be performed and the parties will work together collaboratively to help ensure (to the greatest extent possible) continuity of service in Apprenticeship Assessments to apprentices.

- (a) In the event of termination or expiry, the Client will migrate apprentices to an alternative approved provider within 30 days from the date that re-accreditation is due or within 30 days after the Agreement is terminated (whichever is sooner), providing all supporting documentation to the new provider as appropriate so as to minimise the impact on the apprentice as far as possible. L&D should be notified of all details of transfer and tasks prior, during and after completion; and
- (b) provide supporting cover and documentation to L&D in the event of a termination to migrate apprentices to alternative providers.