



## COMMITMENT STATEMENT

**210 Church Road  
Gateway Business Centre  
Suite 1-4  
London  
E10 7JQ**

**Tel: 0203 643 5295  
Fax: 0203 322 6464**

VHL has adopted ESFA Commitment Statement Template available via [Apprenticeship commitment statement template - GOV.UK \(www.gov.uk\)](#) in addition to summary information below:

You must complete and return a signed copy of this form to [info@verityhealthcare.co.uk](mailto:info@verityhealthcare.co.uk) prior to the first day of starting the apprenticeship.

Apprentice Job Title:		Apprenticeship Standard:	
Start Date:		Proposed Completion Date:	
Employer Supervisor:	[insert name]	Contact Details for the Employer:	[insert address and contact details]
VHL Supervisor:	[insert name]	Contact Details for the Centre:	[insert address and contact details]
Apprentice:	[insert name]	Contact Details for the Apprentice:	[insert address and contact details]
Apprentice Unique Learner Number (ULN): <sup>1</sup>		Employer Identification Number	

This Commitment Statement is made on the date when the last party to sign has signed below and is subject to the details set out below and, in the Annexes, attached.

The Employer shall enter into an apprenticeship agreement with each Apprentice in the prescribed form (“Apprenticeship Agreement”). **Signature of this agreement by the Employer will be taken as a declaration that such Apprenticeship Agreement is in place.**

The selection of the Apprentice is subject to agreement between both the VHL and the Employer and evidence of prior achievement (to meet the entry requirements) will need to be provided.

The Employer, Apprentice and the VHL agree to comply with the Best Practice in Apprenticeship guidelines at Annex 1 to this Commitment Statement. Key details of the Apprenticeship are set out at Annex 2.

References to “training” within this Commitment Statement are to the training and education to be provided by the Centre.

#### THE EMPLOYER AGREES TO:

- Pay the Apprentice at least the appropriate rate of the national minimum wage and the Apprentice’s basic salary will be [£insert amount] per year payable monthly in arrears.
- Release the Apprentice from their duties to attend such training and undertake the examinations and assessment as is reasonably required to complete the Apprenticeship and attain [relevant level of qualification] (including, without limitation, for the training outlined under the responsibilities of the Apprentice below).
- Provide meaningful opportunities for the Apprentice to use and further develop their skills within a specified timeframe to meet the learning outcomes specified in the Apprenticeship Standard.
- Review progress of the Apprentice and provide regular support and feedback to both the Apprentice and the VHL.

<sup>1</sup> Learners retain the same number for accessing their personal learning record (PLR) throughout their lives whatever level of learning they attain and wherever they choose to undertake education, training and learning. Each unique learner number (ULN) is issued and held by the Learning Records Service (LRS) Organisation Portal who use the numbers to index learner identity details as well as education and training qualifications. The ULN can be found on award

certificates or results slips.

- Ensure the Apprentice receives an appropriate induction including all necessary health and safety and other appropriate training and information to enable them to carry out their role within the organisation in accordance with central policies for new staff.
- Support the Apprentice in articulating the skills gained/demonstrated and the projects and tasks accomplished and provide the Apprentice with constructive feedback on their performance.
- Notify the VHL Supervisor immediately of any change of circumstances in relation to the Apprenticeship.
- Notify the VHL Personal Tutor of the successful completion of the learning outcomes or any changes to the employment situation or status of the Apprentice during the Apprenticeship.
- Provide evaluation feedback reports as requested to the VHL Supervisor and the Apprentice.
- Allow the Apprentice time to attend the agreed campus training dates at the VHL.
- Provide such information and records as may be requested by the Centre in relation to the Apprentice's attendance at the Employer for work and immediately inform the Centre of any Apprentice absences.
- Collaborate and co-operate with the other parties to support the successful completion of the Apprenticeship.

#### **THE APPRENTICE AGREES TO:**

- Attend the Employer for work between [time] and [time] [Mondays] to [Fridays] inclusive with a lunch break of one hour (as more particularly described in the separate Apprenticeship Agreement between the Employer and Apprentice).
- Attend a training course at the Centre. It is envisaged that this external training will be [37.5] hours OR on [day(s)] each week.
- Behave in a professional manner at all times, with an awareness of the importance of their role as an ambassador for both the VHL and the Employer.
- Be flexible and adaptable, fulfilling the duties of the role as required by the Employer to the best of their ability and to seek help if needed.
- Attend work at the Employer as required; notifying their Employer Supervisor as soon as possible if they are unable to do so.
- Abide by all organisational rules relating to hours of work, health & safety regulations, confidentiality and other department practices and procedures.
- Keep a placement diary, write a reflective report on their personal development during the Apprenticeship, identifying enhanced skills and competencies.
- Submit evaluation feedback to the VHL as requested.
- To attend campus training days as requested or inform their Centre Personal Tutor as soon as possible if they are unable to do so.
- Undertake the End Point Assessment and all required preparatory work to ensure successful completion of the Apprenticeship.

## THE VHL AGREES TO:

- Provide the Apprentice with support and guidance in connection with the academic and educational aspects of the Apprenticeship as will be set out in separate agreements between the Centre and the Apprentice. For the purposes of this paragraph, the support and guidance provided by the Centre may include the following services: advice and support including counselling services and career guidance as would normally be provided to registered students of the Centre. The Centre may in certain circumstances be able to claim for additional financial support for the Centre and/or the Employer to support the Apprentice's individual needs. More details of the circumstances and criteria can be found in the Funding Rules <https://www.gov.uk/government/publications/apprenticeship-funding-and-performance-management-rules-2017-to-2018>. To discuss your needs further with the Centre so that the Centre can make an application for additional support funding to assist you (if appropriate) please contact [apprenticeships@uos.ac.uk](mailto:apprenticeships@uos.ac.uk).
- Contact the Apprentice and Employer Supervisor for regular evaluation feedback throughout the Apprenticeship.
- Take reasonable steps to act on feedback received where relevant to enable continual improvement and development.
- Collaborate and co-operate with the other parties to support the successful completion of the Apprenticeship.

## COMPLAINTS

- If the Apprentice wishes to query a recommendation or decision on his or her academic assessment, progression or award (an “**academic appeal**”) or otherwise has a complaint which could reasonably be expected to have a material effect on the Apprentice's academic performance, the matter will (unless the Centre decides otherwise) be referred in the first instance to the Office for Student Appeals, Complaints and Conduct (OSACC) at the Centre (“**First Contact**”) for consideration by the Centre in accordance with the Centre's policies, a copy of which is available from <https://www.uos.ac.uk/content/office-student-appeals-complaints-and-conduct-osacc> .
- If the Apprentice has a complaint of a non-academic nature relating to their Apprenticeship, such complaint shall be referred to the Employer, save and except where such complaint relates to Centre training, services or facilities provided to the Apprentice by the Centre where such complaint should be referred to the First Contact at the Centre. Any such complaint will be dealt with by the Employer or the Centre (as applicable) in accordance with the applicable policies, regulations and procedures, copies of which are available from **[insert]**.
- The Centre and Employer agree to cooperate with each other to provide materials, responses and such other support as may be reasonably required in connection with any complaint or appeal.

- The parties acknowledge and agree that the appeal discipline and complaint procedures in this paragraph (Complaints) of this Commitment Statement may fall under the jurisdiction of the Office of the Independent Adjudicator (or any successor body) (“**OIA**”) and the Employer agrees it shall abide by the procedures implemented by the Centre, as amended from time to time, to participate in the OIA’s scheme.
- If the Employer has a complaint in connection with any Centre training, services or facilities provided by the Centre or its subcontractors in connection with the Apprenticeship the Employer should refer such complaint to the First Contact at the Centre. Any such complaint will be dealt with by the Centre in accordance with the Centre’s applicable policies, regulations and procedures, a copy of which has been provided to the Employer [*Please note that the Centre must provide the Employer with a copy of its written complaints and dispute resolution procedure, policy and process.*]

## **INTELLECTUAL PROPERTY**

Use either

### **Option A**

- [The Centre, Employer and Apprentice agree that any intellectual property rights created by the Apprentice:
  - during the hours the Apprentice is contracted to work for the Employer; and/or
  - [*in connection with any project specified in Annex 2*] [*Please refer to the comments in the Written Agreement at clause 7.2.2 (option A) (Schedule 2)*],
 (the “**Apprenticeship IPR**”) shall belong to the Employer.
- The Centre, Employer and Apprentice agree that save for the Apprenticeship IPR, ownership of any intellectual property rights created by the Apprentice shall be governed by the Centre’s standard policies in relation to the ownership and protection of intellectual property rights created by students.]

**OR**

### **Option B**

[The Centre, Employer and Apprentice agree that the ownership of any intellectual property rights created by the Apprentice during the Apprenticeship (the “Apprenticeship IPR”) will depend on whether any existing Centre and/or Employer intellectual property rights are used or relied on to create the Apprenticeship IPR.

Where:

- only Centre intellectual property rights (and not any Employer intellectual property rights) are used or relied on to create the Apprenticeship IPR;

- the Apprenticeship IPR is created outside of the hours the Apprentice is contracted to work for the Employer; and/or
- Annex 2 does not specify that the Apprenticeship IPR created for a particular project will belong the Employer,

the Centre, Employer and Apprentice agree ownership of the Apprenticeship IPR shall be governed by the Centre's standard policies in relation to the ownership and protection of intellectual property rights created by students.

The Centre, Employer and Apprentice agree that other than in the circumstances set out above, the Apprenticeship IPR shall belong to the Employer.]

## **DATA PROTECTION**

- The Apprentice acknowledges that the Centre and the Employer are individually registered as data controllers under the Data Protection Legislation. Each entity is separately responsible for processing the Apprentice's Personal Data (as defined in the Data Protection Legislation).
- The Apprentice consents to each of the Centre and the Employer processing Personal Data (as defined in the Data Protection Legislation) relating to the Apprentice for their respective legal, personnel, administrative and management purposes, and transferring such Personal Data, to the other for the purposes of management and administration of the Apprenticeship.
- The Apprentice accepts that the Centre and the Employer may share the Apprentice's Personal Data with professional bodies if the Apprenticeship involves professional accreditation, but only to the extent necessary for such professional accreditation.
- The Centre and the Employer will not share the Apprentice's Personal Data with any other third party unless they have the Apprentice's express consent, are under a statutory obligation to do so or are otherwise permitted to do so under the Data Protection Legislation.
- For the purposes of this paragraph (Data Protection), "**Data Protection Legislation**" means the Data Protection Act 1998, or from the date it comes into force in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable).

## **APPRENTICESHIP HELPLINE**

- Any party may at any time contact the Apprenticeship Helpline regarding apprenticeship concerns, complaints and enquiries:

Telephone: 0800 015 0400

[nationalhelpdesk@apprenticeships.go](mailto:nationalhelpdesk@apprenticeships.go)

[v.uk](#)

<https://www.gov.uk/apprenticeships-guide/overview>



## **GENERAL**

- This Commitment Statement is intended to be a short summary of the planned content and schedule for eligible training and end-point assessment of the Apprenticeship and what is expected and offered by the Employer, Centre (and any delivery subcontractors) and the Apprentice to achieve the Apprenticeship. It is intended to be legally binding unless otherwise stated.
- The Employer and the Apprentice agree and accept that the employment relationship is strictly between the Apprentice and the Employer and nothing in this Commitment Statement or any other agreement between the parties shall render the Apprentice an employee, worker, agent or partner of the Centre and the Apprentice shall not hold himself out as such. The parties accept that the Centre has no legal or other responsibility and/or liability in any capacity to either of the Employer or Apprentice in respect of the employment relationship between the Apprentice and the Employer.
- Nothing in this Commitment Statement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- No one other than a party to this Commitment Statement shall have any right to enforce any of its terms.
- This Commitment Statement shall be governed by and construed in accordance with English law and, without affecting the complaints procedure set out above, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **SUPERVISION, MENTORING AND OTHER SUPPORT ACTIVITY**

1. The Employer to provide appropriate supervision to support, encourage and monitor the Apprentice in the workplace:
  - Nominate a mentor and deputy to ensure continuity of supervision of the Apprentice
  - Fulfil responsibilities for the Safeguarding of the Apprentice in accordance with relevant legislation
2. To provide opportunities for the Apprentice to apply new skills in the workplace:
  - To support the Apprentice by providing time to complete the necessary assignments/assessments/projects
3. The Main Provider will monitor the Quality Assurance of the delivery by the Delivery Sub-Contractor (if applicable) through regular meetings, audits and observations of teaching, learning and assessment

All parties to contribute to, and participate in, Apprentice review meetings at maximum 8 weekly intervals

## THE INITIAL ASSESSMENT OF THE CANDIDATE

- The initial assessment a candidates is essential to help consider whether the individual already possesses any of the training content e.g. the knowledge, skills and behaviours required by the apprenticeship. It is important to know the apprentice's starting point so that the training plan does not duplicate prior learning and so that progress, which is the distance travelled once in training or the value added by the programme, can be measured.
- The requirements of relevant apprenticeship framework or standard will be used as the basis for initial assessment.
- The initial assessment process will explore a number of questions What is the goal / What is the apprentice trying to achieve?
  - a) Where are they currently against this goal?
  - b) How much of the content in the apprenticeship programme is new to them?
  - c) Do they require significant new learning?
  - d) Do they meet the eligibility criteria?

## RECOGNITION OF PRIOR LEARNING

The apprenticeship funding rules state:

*“Funds must not be used to pay for training for skills, knowledge and behaviours already attained by the apprentice. We may take action to recover apprenticeship funding where this happens.*

*“You must account for prior learning and experience when negotiating a price with an employer. You must reduce the content, duration and price, where the individual has prior learning necessary to achieve occupational competence.*

*“Where you account for prior learning and the reduction of content would mean the apprenticeship would take less than the minimum training duration to complete, or fail to meet the requirement for the apprentice to spend 20% of their time in off-the-job training, the apprenticeship is ineligible for funding.”*

Recognising prior learning is very important for a number of reasons:

- If apprenticeship funding is used to pay for, or to certify, existing knowledge, skills and behaviours then this represents poor value for money. The funding band of the

apprenticeship is based on an apprentice requiring the full content i.e. all of the listed knowledge, skills and behaviours. It is important to recognise prior learning so that this can be factored into the price that is negotiated between the training provider and the employer.

- Apprentices should not be spending non-productive time in the workplace doing training that they do not need. This provides poor value for the employer and the apprentice will have a poor experience if they are repeating training.
- Ofsted inspections consider the 'distance travelled' by the apprentice in determining the value added by the training programme. Without knowing the starting point of an apprentice, inspectors cannot correctly assess the distance travelled and the quality of the apprenticeship training that has been delivered. Training providers must evidence a robust initial assessment that takes into account the recognition of prior learning, clear milestones and progress against these.

In recognising prior learning, the following should be considered against the knowledge, skills and behaviours of the apprenticeship standard, or the qualifications within an apprenticeship framework:

- Work experience (this is particularly important where the apprentice is an existing employee);
- Prior education, training or associated qualifications in a related sector subject area (this should not be limited to English and maths); and
- Any previous apprenticeship undertaken.

The ESFA currently monitors duplicate learning aims as part of the funding rules monitoring plan. This is where an apprentice is identified as repeating a qualification they have done before.

We recognise that assessing prior knowledge, skills and behaviours, that are not qualification based, is difficult. The ESFA does not mandate how a training provider assesses or determines prior learning, just that it must be done and the findings taken account of. The initial assessment, including the recognition of prior learning, must be documented in the evidence pack and summarised on the commitment statement. We have recently published additional [guidance](#) on the Recognition of Prior Learning.

## OFF-THE-JOB TRAINING (OJT)

OJT is training received by the apprentice, during the apprentice's paid hours, for the purpose of achieving their apprenticeship. It is not training delivered for the sole purpose of enabling the apprentice to perform the work for which they have been employed.

This can be practical shadowing, mentoring, industry visits, learning support and time spent writing assessments and assignments. **OJT is not training to acquire knowledge, skills and behaviours that are not required in the standard/ framework, progress reviews or on programme assessments (observations) training that takes place outside of the apprentices paid hours.**

20% OTJ is calculated as *Example 30hrs per week / 5 x 46.6 = 278.4 / 12 = 23.2*

Planned OTJ hours agreed with Employer per month 30 hrs = 23.2
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Hours spent on practical training delivered by UKG Lifestyle per month	<b>4x 2hr sessions = 8</b>
Hours per month for online learning	<b>4 hrs per week = 16</b>
Hours spent shadowing in the workplace	
Hours spent 121 mentoring in the workplace	<b>1hr per week = 4</b>
Hours spent on self-directed study	
Other, please specify	
<b>Total</b>	<b>28 hours</b>

Throughout the duration of the apprenticeship the employer and learner will need to agree and confirm the weekly average hours/ completed OTJ hours during the 8 weekly review. If planned OTJ is unable to take place as scheduled, this must be re-arranged so that the full complement of training is completed.

Planned OTJ hours agreed with Employer per month	
Hours spent on practical training delivered by UKG Lifestyle	
Hours per month for online learning	
Hours spent shadowing in the workplace	
Hours spent 121 mentoring in the workplace	
Hours spent on self-directed study	
Other, please specify	
<b>Total</b>	

## APPRENTICESHIP DELIVERY PLAN

Learner Name	
Standard/ Framework Title	

Assessment of the apprentices prior learning. Evidence must be provided to quantify the proportion of prior learning already attained by the apprentice – CV, qualifications, professional development courses etc.

Prior Attainment – Functional Skills		
Apprentices are expected to achieve an approved qualification in English and Maths where they do not hold a suitable equivalent qualification; GCSE A-C/9-4 or Functional skills at Level 2.		
BKSB	Initial Assessment	Diagnostic Assessment
English		
Maths		
ICT		

- If a learner has already achieved Level 2 in English or Maths (i.e. Level 2 Functional Skills, GCSE grade A\* - C or 4 - 9) that meets the minimum requirements of the apprenticeship framework before they start, then they are exempt from taking English or Maths.
- **If a learner has already achieved a Level 1 in either English or Maths** (i.e. Level 1 Functional Skills, GCSE grade D-E or 2 - 3) that meets the minimum requirements of the apprenticeship framework before they start, **they must start, continue to study and take the test for Level 2.**
- If a learner achieves Level 1 before the end of their apprenticeship they must start, continue to study and take the test for Level 2.

Please tick the appropriate option for the learner named below:	Maths	English
The learner has a Level 2 and is exempt from Functional Skills	<input type="checkbox"/>	<input type="checkbox"/>
The learner has a Level 1 and is continuing to Level 2	<input type="checkbox"/>	<input type="checkbox"/>
The learner does not have a Level 1 at the start of the apprenticeship and has therefore been enrolled on a Level 1 and will continue on to Level 2 when appropriate.	<input type="checkbox"/>	<input type="checkbox"/>

### Apprentice

Functional Skills will be delivered as part of your programme. You will be required to attend lessons, complete assessments and sit an exam if you do not have an exemption. If you have exemptions we will embed further skills to enhance your learning throughout the programme. Attendance at Functional Skills classes is a mandatory requirement of an apprenticeship if you are not exempt. You will be required to attend all Functional Skills classes and exams as required by the Work Based Learning office and as such, failure to comply with this regulation may result in you being withdrawn from the apprenticeship programme.

### Employer

You are required to release your Apprentice(s) from work in order to attend Functional Skills classes as required by the Work based Learning office. Failure to comply with this regulation may result in your Apprentice(s) being withdrawn from the programme.

*You must ensure that any level 2 training and assessments are taken at an early enough stage in the apprenticeship to allow time for the apprentice to take the level 1 assessment if they first do not*

*achieve the level 2. These requirements must be fulfilled before the apprentice takes the end-point assessment or achieves an apprenticeship framework.*

**SIGNED:**

**Signed by the duly authorised representative of the Employer:**

Signed: ..... Date: .....

Print Name: .....

Position: .....

**Signed by the duly authorised representative of the VHL:**

Signed: ..... Date: .....

Print Name: .....

Position: .....

On behalf of the VHL

**Signed by the Apprentice:**

Signed: ..... Date: .....

Print Name: .....

Position: .....

**Signed by the Apprentice's duly authorised representative (as applicable):**

Signed: ..... Date: .....

Print Name: .....

## Annex 1

**Best Practice in Apprenticeships – These are guidelines only and set out suggested actions to ensure as positive and supportive an apprenticeship experience as possible for all parties.**

### **The Employer**

- Clearly identifies an appropriate job role for the Apprentice to carry out in order to meet the learning outcomes of the Apprenticeship Standard in collaboration and agreement with the VHL Personal Tutor.
- Ensures that an Apprenticeship Agreement is in place for the Apprentice.
- Identifies a named member of staff to liaise with the VHL Supervisor concerning the Apprenticeship.
- Identifies a named member of staff to support and supervise the Apprentice and monitor progress in collaboration with the VHL.
- Encourages the Apprentice to monitor their own development and progress, identify any changing developmental needs.
- Adapts the Apprentice role or makes reasonable adjustments where possible to meet individual needs of the Apprentice, ensuring the work is not beyond their capability and provides support where needed.
- Encourages the Apprentice to make suggestions on possible developments within the business as appropriate.
- Offers the Apprentice opportunities to learn about the workplace, the structure and wider activities of the business and the sector in which it operates where possible.
- Seeks to resolve any difficulties that might arise as quickly as possible.

### **The Apprentice**

- Researches the business and sector before starting the Apprenticeship.
- Has undertaken a personal skills audit to identify areas for development and personal objectives from the Apprenticeship.
- Carries out the role as described by the Employer to the best of their ability.
- Maintains a smart and business-like appearance.
- Behaves in a professional manner.
- Abides by any and all policies and procedures that apply to permanent members of staff of the Employer.
- Represents the Employer to clients, if required, to best of their ability.
- Maintains confidentiality of the organisation and any client information.
- Attends for work at the Employer and campus days at the VHL as required, notifying the Employer or VHL (as appropriate) of any absences due to incapacity immediately.
- The Apprentice will be entitled to [**number**] days' paid holiday during each holiday year of the Employer. In addition the Apprentice will be entitled to take the usual public bank holidays in England and Wales [**or a day in lieu where the Employer requires the Apprentice to work on a public holiday**].

- Monitors their own progress and development, recording and reflecting on these as they progress.
- Meets required deadlines, standards and learning outcomes for the work carried out.
- Actively seeks out and identifies further opportunities for personal development, both within the



Apprenticeship and elsewhere.

- Seeks to resolve any difficulties that might arise as quickly as possible.
- Works in a diligent and trustworthy manner to complete all required assignments and assessments (including the end-point assessment).

### **The VHL**

- Provides both Employers and Apprentices with information about the Apprenticeship scheme.
- Impartially presents appropriate candidates with documentation regarding how they meet the learning outcomes specified in the Standard.
- Identifies a named contact for both Employer and Apprentice before and during the Apprenticeship.
- Ensures that the Apprentice receives information about the learning outcome requirements and deadlines.
- Supports the Apprentice if requested to carry out an effective personal skills audit in preparation for the Apprenticeship at the cost of the Employer.
- Encourages each Apprentice to reflect on, and record, their progress.
- Evaluates the outcomes of the Apprenticeship.

### **During the Apprenticeship, the Apprentice should aim to:**

- Identify the skills and competencies they have that are relevant to the role they are performing.
- Record examples of situations in which they have demonstrated a particular skill or competency to meet the specified Learning Outcomes.
- Critically assess a business, identifying areas of best practice and those where change might be of benefit.
- Recognise different management and working styles and use these insights to work with others more effectively.
- Identify areas of personal skills, styles and competencies for development and plan how to achieve this.
- Develop awareness of personal impact e.g. appropriate behaviors, dress, body language etc.
- Identify the skills demonstrated in others' job roles.

## Annex 2 – Apprenticeship Key Details

Apprenticeship Content	Date(s)	Delivery Organisation	Funding	Mandatory for end-point assessment
<p>[Insert training or learning segment – including mandatory and other qualifications]</p> <p>[Any project for the purposes of the IP paragraph may also be inserted here]</p>	<p>[insert – it is important to include any key milestones for mandatory or other qualification achievements]</p>	<p>[insert Employer, VHL or third party details as appropriate - N.B. any subcontractors should be listed setting out each of their roles and responsibilities.]</p>	<p>[Insert one of the following:                      - eligible for funding from the Employer’s Digital Account or Government-Employer Co-Investment and necessary to meet any end-point assessment;                      - fully funded by the Employer (not eligible for co-investment);                      - fully funded by the ESFA (e.g. English and Maths)]</p>	<p>[Yes / No]</p>
<p>[English and Maths]</p>				
<p>End-point assessment</p>		<p>[N.B. organisation must be listed on the Register of Apprentice Assessment Organisations and the Centre must have a written agreement in place with any third party assessment organisation setting out the arrangements for end-point assessment, including any arrangements for any re-takes and payments]</p>		

Additional information: **[to be included or deleted as applicable]**

**[It is acknowledged that the Apprentice has previously completed a qualification at the same or a higher level than the Apprenticeship, but the parties agree that the Apprenticeship will allow the Apprentice to acquire substantive new skills and that the content of the training is materially different from any prior qualification or a previous apprenticeship. Evidence of this should be retained – see P207.26 of the Funding Rules].**

## Notes and references

### 1. The apprenticeship agreement

The apprenticeship agreement is a statutory requirement for the employment of an apprentice in connection with a recognised apprenticeship framework or approved apprenticeship standard. It forms part of the individual employment arrangements between the apprentice and the employer; it is a contract of service (i.e., a contract of employment) and not a contract of apprenticeship. If all the requirements of section 1 of the Employment Rights Act 1996 are complied with, the apprenticeship agreement can also serve as the written statement of particulars of employment. You are not required to use this template, but the requirements of the legislation as described below must be met when you form your apprenticeship agreement.

### 2. Why an apprenticeship agreement is required

The Apprenticeships, Skills, Children and Learning Act 2009 (ASCLA) introduced the requirement for an apprenticeship agreement to be in place when engaging an apprentice under a statutory apprenticeship. The requirements for an apprenticeship agreement in relation to a framework apprenticeship can be found in section 32 of ASCLA (as repealed and saved) and the Apprenticeships (Form of Apprenticeship Agreement) Regulations 2012. In relation to standards the requirements can be found in section A1 of ASCLA (as amended by the Enterprise Act 2016) and the Apprenticeships (Miscellaneous Provisions) Regulations 2017.

### 3. When the apprenticeship agreement must be in place

An apprenticeship agreement must be in place when an individual starts a statutory apprenticeship programme and should remain in place throughout the apprenticeship. The end date, for standards, is when the end-point assessment has been completed. The end date, for frameworks, is when the final relevant qualification has been completed.

### 4. The 'practical period'

The practical period is the period for which an apprentice is expected to work and receive training under an approved English apprenticeship agreement. The practical period does not include the end-point assessment. For the purpose of meeting the Education and Skills Funding Agency funding requirements, the start date of the practical period must be the same as the start date on the commitment statement, the Individual Learner Record and the Apprenticeship Service account, if applicable.

### 5. In certain circumstances, an apprenticeship can be completed without an apprenticeship agreement being in place

To *commence* a statutory apprenticeship (when an individual starts their apprenticeship programme) it is a legal requirement that an apprenticeship agreement be in place. The two circumstances in which an apprentice can complete a statutory apprenticeship without an apprenticeship agreement are where (i) they are holding office as an apprentice police constable, or as an apprentice minister of a religious organisation; or (ii) where they have been made redundant with less than six months of their apprenticeship's practical period left to run.

### 6. Who needs to sign the apprenticeship agreement?

The employer and the apprentice need to sign the agreement – it is an agreement between these two parties only. Training providers sign a separate commitment statement which outlines the planned content and schedule for training, what is expected of and offered by the employer, provider and the apprentice, and how to resolve queries or complaints.

### 7. What you need to do with the signed agreement

You (the employer) must keep the agreement for the duration of the apprenticeship and give a copy to the apprentice and the training provider.

### 1. Information needed in an apprenticeship agreement

The apprenticeship agreement must comply with the requirements as provided in ASCLA. For frameworks, it must:

- be a written statement of particulars given to the employee in compliance with section 1 of the Employment Rights Act;
- be governed by the law of England and Wales; and
- specify that it is entered into in connection with a qualifying apprenticeship framework. For standards, it must:
  - provide for the apprentice to work for the employer for reward in an occupation for which a standard has been published by the Institute for Apprenticeships;
  - provide for the apprentice to receive training in order to assist the apprentice to achieve the standard in the work done under the agreement;
  - specify the apprenticeship's practical period; and
  - specify the amount of off-the-job training the apprentice is to receive.

### 2. Specifying the amount of off-the-job training

This is a requirement of the Apprenticeships (Miscellaneous Provisions) Regulations 2017. Off-the-job training is a critical requirement of apprenticeships and, in order to meet the Education and Skills Funding Agency's funding rules, this must be at least 20% of the apprentice's paid hours over the total duration of the apprenticeship (until gateway for standards). Off-the-job training can only be received by an apprentice during their normal working hours. Maths and English, up to and including level 2, does not count towards the minimum 20% off-the-job training requirement. The amount of off-the-job training should be agreed with the main provider. The provider must account for relevant prior learning the apprentice has received, and reduce the content and duration of off-the-job training as necessary to achieve occupational competence. All apprenticeships must be of minimum duration of 12 months and include at least 20% off-the-job training.

### 3. Off-the-job training definition

Off-the-job training is defined as training which is received by the apprentice, during the apprentice's normal working hours, for the purpose of achieving the standard or framework connected to the apprenticeship. It is not training received by the apprentice for the sole purpose of enabling the apprentice to perform the work to which the apprenticeship agreement relates. More information, including examples of off-the-job training, can be found on gov.uk<sup>1</sup>.

4. The apprenticeship agreement does not mean a change to existing contracts or terms and conditions Any apprenticeship entered into before 15 January 2018 (the date the Apprenticeships (Miscellaneous Provisions) Regulations 2017 came into force) will not be affected by the additional requirements that must be set out in an apprenticeship agreement. Any apprenticeship entered into after 15 January 2018 in connection with an apprenticeship standard must satisfy the requirements of the 2017 Regulations.

