**dated 20[ ]**

**[Apprentice]**

**and**

**[Employer]**

**and**

**[Training Provider]**

**Commitment Statement**

**Please read the note below before using this template documentation**

This template documentation has been produced by the Association of Colleges (AoC) and its legal advisors for the use of Further Education Institutions providing apprenticeship training to employers.

The template documentation has been published in good faith by AoC with the help of its legal advisors, NWL Legal, and neither AoC nor its advisors shall incur any liability for any action or omission arising out of any reliance being placed on the template documentation by any Further Education Institution, employer or organisation or other person. Any Further Education Institution, employer or organisation or other person in receipt of this template documentation should take their own legal, financial and other relevant professional advice when considering what action (if any) to take in respect of any initiative, proposal, or other involvement with any contractual arrangement, or before placing any reliance on anything contained herein.

**AMENDED: July 2019**

**Introduction/Guidance**

This template Commitment Statement is designed to meet all the ESFA requirements for a Commitment Statement. This template can be used solely as the Commitment Statement.

To comply with the ESFA requirement for a written agreement between a Main Provider and an Employer the AoC recommends using its separate Template Apprenticeship Services (Employer), particularly if there is subcontracting involved in the apprenticeship programme (where there is a funding requirement to have a written agreement in place that covers some information specific to the subcontracting arrangements in place as some elements are not included in this document).

**Please Note:**

**1** *The ESFA are responsible for the apprenticeship funding rules. They regularly review these rules and, where it is clear that a change is necessary, due to new policy or to aid understanding, amendments are made and a new version of the rules is issued. This document is based on the funding rules as at July 2019 (2019/20 apprenticeship funding rules for main providers – clarification version, dated July 2019). Readers of this guidance must check that they are complying with the most up-to-date version at all times. Changes to the funding rules might make all or part of the content incorrect. The continuous review planned for this publication should avoid that situation, but the* ***responsibility lies with the reader to ensure that they are working with the most up to date funding rules.***

**2** *Whilst this template is designed to provide a single source of evidence for a significant amount of the ESFA requirements, there are further requirements that are not fully covered by this document such as candidate and employer eligibility for funding evidence. The user needs to ensure full compliance with the ESFA Evidence requirements (P283 – P304* *Apprenticeship funding rules for main providers August 2019 to July 2020 - clarification version).*

**3** *Where subcontractors are used within the delivery of the apprenticeship programme, there are additional requirements within the written agreement that must be covered. These requirements can be added to the Commitment Statement as an appendix/schedule, but AoC recommend using the main college : employer template contract.*

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| **Office Use Only:** | | |
| Contract for Services reference number: | |  |
| Name of Apprentice: |  | |

The employer and main provider must make sure that there is a Commitment Statement (updated as needed) in place for the entire length of the apprenticeship and that it is signed by and distributed to; the main provider, the employer and the apprentice (*P63, P64)*

*All references to the funding rules in this Commitment Statement shall be to the Apprenticeship funding rules for main providers August 2019 to July 2020 - version 1)*

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| **Delivery Partner details** (P65.1, P65.2, P65.6, P65.7) | |
| **Delivery Partners** | Name |
| **Apprentice** | Name:  Job title:  Contracted hours:  Email:  Tel: |
| **Employer** | Name:  Employer Mentor:  Address:  Email:  Tel:: |
| **Main training provider** | Name:  UKPRN  On Programme Tutor:  Address:  Email:  Tel: |
| **Delivery Subcontractor 1** | Name:  UKPRN  On Programme Tutor:  Address:  Email:  Tel: |
| **Delivery Subcontractor 2** | Name:  UKPRN  On Programme Tutor:  Address:  Email:  Tel: |
| **End Point Assessment Organisation** | Name:  Address:  Email:  Tel: |

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| **Details of apprenticeship** (P65.3) | | | | |
| **Training to be delivered** | **Titles/Details** | **Start Date**  (must match the start date in the apprenticeship agreement and on the ILR) | **End date**  (apprenticeship and practical period of training) | **Delivery partner** |
| **Apprenticeship title and level** |  |  |  |  |
| **Maths level, FS/GCSE** |  |  |  |  |
| **English level, FS/GCSE** |  |  |  |  |
| **Mandatory Qualifications** |  |  |  |  |
| **Additional Qualifications** |  |  |  |  |
| **Other learning** |  |  |  |  |
| **End Point Assessment** |  |  |  |  |

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| **20% Off the Job training calculation** (P65.4) | | | |
| **Contracted hours/week (a)** | **No. of weeks of work for full apprenticeship delivery (b)** | **Leave entitlement in hours (c) over the full period (b)** | **a x b – c /.2**  **Minimum apprenticeship off the job training in hrs** |
| e.g. 40 | 52 | 224 (5.6wks x 40) | 371.2 |
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| **Individual Learning Plan and 20% Off the Job Training** (P65.5*)* | | | | | |
| **Individual Learning Plan**  Activities shaded green contribute to 20% OTJ training | **Start date** | **End date** | **Delivery Mode** | **Duration in hours** | **Delivery Partner(s)** |
| e.g. Induction to work | Wk 1 | Wk 1 | Face to face (work) | 10 hrs | employer |
| e.g. Induction to training | Wk 1 | Wk 1 | Face to face (college) | 5 hrs | college |
| e.g. Mand qual Module 1 (hammer) | Wk 2 | W 5 | Supported on-line learning | 20 hrs | Training provider 2 |
| e.g. Mand qual Module 2 (chisel) | Wk 6 | Wk 7 | Classroom based (college) | 10 hrs | college |
| e.g. English GCSE - comprehension | Wk 1 | Wk 2 | Classroom based  (college) | 6 hrs | college |
| e.g. English GCSE – verbs, adverbs, etc | Wk 3 | Wk 4 | Classroom based (college) | 6 hrs | college |
| e.g. Employer mentoring (30 mins per week) | Wk 1 | Wk 52 | Face to face (work) | 49 hrs | employer |
| e.g. Progress review | Wk 6 | Wk 6 | Formal meeting | 1 hr | Employer, college, training provider 2 |
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| **Reduction to programme indicated by prior learning and experience initial assessment** | **Details:** | | | | |

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| **Expectations of Employer, Apprentice and Training provider(s)** (P65.7*)* | |
| **Roles and Responsibilities** | |
| **Apprentice** | To:   1. Observe the Employer’s terms and conditions of employment and Apprenticeship Agreement. 2. Be diligent and punctual at all times. 3. Be respectful of colleagues, Employers, teaching staff in accordance with the Main Provider, the Delivery sub-contractor [if applicable] and work-place policies. 4. Attend courses, keep records, undertake assessments and take part in and contribute to the review process. 5. Negotiate achievable learning targets and milestones in conjunction with Assessors, Tutors and Employer, and to undertake to achieve these objectives and outcomes within an agreed timescale 6. Keep the Employer informed of progress towards these objectives. 7. notify the Employer and the Provider as soon as possible, of non-attendance at either scheduled training sessions, reviews or other planned meetings 8. Inform the Employer and the Provider of any health issues which may affect learning 9. Notify the Employer and the Provider of any change of circumstances. 10. Behave in a safe and responsible manner, in accordance with the requirements of Health and Safety Legislation at all times. 11. Take responsibility for own learning with the support of the training provider and the employer, and do all within your control to successfully complete the apprenticeship within the time identified. 12. To ensure the main provider is informed of any change in circumstance in employment. |
| **Employer** | To:   1. Employ and pay the Apprentice in accordance with agreed employment terms and conditions and taking into account relevant legislation 2. Prepare and sign with the apprentice an Apprenticeship Agreement (*https://www.gov.uk/government/publications/apprenticeship-agreement-template)* which forms part of the individual employment arrangements between the Apprentice and the Employer 3. Confirm that the Apprentice is employed for a minimum of 30 hours per week and for a minimum of 365 days. If less than 30 hours then the employment length must extend sufficiently to allow for the completion of the apprenticeship within working hours 4. Provide the apprentice with appropriate support and supervision to carry out their job role. 5. Provide the apprentice with ample opportunity at work to practice and embed the KSB taught in off the job training and work closely with the main provider in this endeavour. 6. Allow for a minimum of 20% of the Apprentice’s work time to be spent on off-the-job training and to agree with Provider the delivery of this 20% and how it will be evidenced. Where an Apprentice may need more than 20% off-the-job training allow for this extra time. This would include, but not be restricted to the delivery of English and maths training required to achieve the apprenticeship 7. Fund re-sits for mandatory qualifications or EPA needed for the Apprenticeship where no other source of funding is available. 8. Fund training agreed within the delivery programme that does not contribute to the apprenticeship directly and therefore is not eligible for co-investment or levy transfer funding 9. Fund any amount agreed for the training where this is in excess of the maximum of the funding band 10. Pay the difference in costs for end-point assessment for Apprenticeship Standards, where these exceed the amount agreed with the main provider. 11. Provide appropriate supervision/mentoring to support, encourage and monitor the Apprentice in the workplace including a deputy to ensure continuity of supervision. 12. Ensure that apprentice recruitment practice is not detrimental either to the Apprentice or the Apprenticeship brand. 13. Ensure that all current funding rules are met, including the generation of appropriate evidence. 14. Allow the main provider access to all records to ascertain the eligibility of the apprentice and the employer to government funding (including co-investment waiver) and to accept the main provider’s view on the eligibility and suitability of an apprentice for funded apprenticeship training 15. To ensure the main provider is informed of any change in circumstance in employment of the apprentice 16. To work together to ensure any changes to this agreement are effectively captured |
| **Main Provider** | To:   1. Agree a plan for apprenticeship delivery including financial value that will include end point assessment for standards. 2. Support employers to negotiate with Assessment Organisations to secure value for money. 3. Carry out sensible due diligence on the employer to ensure the work on offer will provide a suitable experience for the achievement of the apprenticeship. 4. Carry out initial assessment of the apprentice to confirm their ability to achieve the apprenticeship. 5. Provide training and support for the employer and apprentice that is value for money, to ensure the Apprenticeship programme can be achieved within the agreed timeframe and budget. 6. Support employers in the development of skills within supervisory and mentoring staff to help them in turn support the apprentice in work. 7. Ensure, where sub-contractors are used to complement delivery, all ESFA rules are met 8. Ensure the checking of the eligibility of the Apprentice and provide evidence for their eligibility 9. Carry out thorough assessments that meet the criteria for those apprentices requiring learning support 10. Ensure evidence is provided for employers who are eligible for waivered employer contribution 11. Ensure that additional payments due to either the employer or the apprentice are paid within the time identified within the ESFA rules. 12. Be responsible for resolving any issues or disputes between the Employer, Main Provider, any Delivery Sub-Contractors and Assessment Organisations. 13. Ensure that all current funding rules are not breached to avoid recovery of all or part government funding. 14. To work together to ensure any changes to this agreement are effectively captured 15. To comply with all obligations under data protection legislation, including the duty to appoint a data protection officer. |
| **Delivery Sub-contractor** | To:   1. Provide an appropriate individual training plan, covering the areas agreed with the employer and the main provider, for the apprentice for the approval of the main provider. 2. Ensure that the training meets the requirements set out in the contract between the main provider and the Delivery sub-contractor and between the main provider and the Employer. 3. Use only suitably qualified assessors/teachers to undertake the agreed training. 4. Advise the Apprentice and Employer of contact details for nominated assessors, tutors and support staff responsible for the relevant training programme. 5. Take part in all relevant progression checks and meetings and provide evidence of activity/results/progress in a timely way. 6. At all times to comply with the ESFA funding rules and the requirements of the main provider as identified in the main provider/subcontractor contract. 7. To work together to ensure any changes to this agreement are effectively captured . |
| **Working together** | *The Employer and the Apprentice will work together with the Training Provider’s representatives to ensure that the Apprentice has the best chance to achieve. In so doing, each parties’ roles and responsibilities should be read carefully in this Commitment Statement with further recourse to the appropriate, Funding Rules in force at the time* |

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| **Tripartite Progress Reviews (p65.8)** | | | | |
| **Expected Date of Review** | **Learning Area** | | **Achieved? Y/N** | **Notes, further action required** |
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| **Resolving Problems (P65.9)** | | | | |
| **Resolving problems between the Employer and Main Provider (including Delivery sub-contractor if applicable)** | | The Complaints and Appeals procedure are attached in Appendix 1 for:   1. [Main Provider name] 2. [Main Provider name] and [Delivery sub-contractor {if applicable}] 3. [Main Provider name] and Assessment Organisations {including EPA Organisation {for Standards}]   For further concerns, complaints and enquiries, Apprentices and Employers can contact:  [nationalhelpdesk@apprenticeships.gov.uk](mailto:nationalhelpdesk@apprenticeships.gov.uk) Telephone: 0800 015 0400 | | |

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| **Signatures confirming agreement with the content of this commitment statement and further references to the appropriate ESFA Funding Rules in force at the time** | | | |
| **Apprentice** | Name: | Signature: | Date: |
| **Parent/Guardian (if applicable) –** | Name: | Signature: | Date: |
| **Employer** | Name: | Signature: | Date: |
| **Main provider** | Name: | Signature: | Date: |

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| **AMENDMENTS to the Commitment Statement** | | | |
| The Parties agree to the following amendments being incorporated into this Commitment Statement | | | |
| **Signatures confirming AMENDMENT of Commitment Statement (and further references to the appropriate ESFA Funding Rules in force at the time)** | | | |
| **Apprentice** | Name: | Signature: | Date: |
| **Parent/Guardian (if applicable) –** | Name: | Signature: | Date: |
| **Employer** | Name: | Signature: | Date: |
| **Main provider** | Name: | Signature: | Date: |