



Commitment Terms

Apprenticeship Units

Version 1.0

Learner Commitments

The Learner confirms they understand:

- That the learning programme is funded in whole or part by the Department for Education (DfE).
- That their personal information is passed to the Department for Education (DfE).
- That information supplied is used by the Learning Records Service (LRS). The LRS issues Unique Learner Numbers (ULN) and creates Personal Learning records across England, Wales and Northern Ireland, and is operated by the Department for Education (DfE). For more information about how your information is processed, and to access your Personal Learning Record, please refer to: <https://www.gov.uk/government/publications/lrs-privacy-notice>.
- That the information provided may be shared with other organisations for education, training, employment and wellbeing related purposes, including for research.
- That if due to circumstances they are unable to attend the planned training and cannot complete the apprenticeship unit within eight weeks from the original planned end date they will be withdrawn from the programme.

The Learner confirms:

- The information provided to the provider during the initial assessment (onboarding phase) to assess their eligibility for funding is accurate and there have been no changes.
- They will spend at least 50% of their working hours in England over the duration of the apprenticeship unit (also applies to remote and hybrid workers).
- They have an identifiable line manager who will undertake the role of 'employer'.
- They have been given the opportunity to contribute to the training plan and they agree to programme timeframe, delivery model, volume of delivery hours and the delivery schedule as detailed in the training plan.
- They have not been asked to financially contribute towards the eligible costs of the apprenticeship unit and understand that they must not be asked, where the unit has either been completed successfully or they have withdrawn.
- They are not enrolled on another programme such as undertaking an apprenticeship, another apprenticeship unit or training funded through the Adult Skills Fund (ASF).
- They are not in receipt of any other direct/indirect Department for Education funding, which includes further or higher programmes, included those funded by the Office for Students or a student loan and they are not using a student loan to pay for this apprenticeship unit.
- They are not currently on a sandwich placement as part of a degree.
- They are not self-employed, a sole trader or working under IR35.
- They will notify the training provider if there are changes to their employment during the duration of the learning programme.
- That they have been made aware of QA's relevant key policies and will comply with these.
- They will plan to attend 100% of the required delivery hours (or notify the provider/employer, in advance where possible, of non-attendance).
- They will bring any issues to the attention of the employer/provider, including any learning support/health issues that might affect the plan of training.
- They will collect evidence of delivery hours, by uploading a 'Confirmation of Learning Record' after each session.
- They will complete any coursework and tests required to achieve the apprenticeship unit and upload a copy of their skills test results to Bud.

Employer Commitments

The Employer confirms:

- The learner has the right to work in the UK.
- The learner will be paid a lawful wage and that they have not used the apprentice rate of the National Minimum Wage.
- The learner is included in the PAYE scheme declared in the Apprenticeship Service account which will be used to fund this apprenticeship unit.
- The learner has a separate, identifiable line manager, who will undertake the role of 'employer'.
- The learner has a contract of employment with the employer which is long enough to complete the apprenticeship unit (including the skills test).
- The learner will spend at least 50% of their working hours in England over the duration of the apprenticeship unit (also applies to remote and hybrid workers).
- The learner has not and will not be asked to contribute financially to the eligible costs of training. This includes both where the individual has completed the programme successfully or has left the programme early (including where they have left the employer). Costs include: any co-investment or additional training above the funding band, that the employer has paid directly to the provider where this is part of the agreed programme.
- They have been given the opportunity to contribute to the training plan, and they agree to the programme timeframe, delivery model, volume of delivery hours and the delivery schedule as detailed in the training plan.
- They agree with the assessment approach as detailed within the training plan.

The Employer confirms they will:

- Allow reasonable access for the provider to carry out training, assessment and monitoring of the learners' progress at times agreed with the Employer.
- Inform the provider if the learners' employment changes or they leave their employment or if there are any issues relating to performance/conduct or safeguarding including timely reporting should they have an accident.
- Seek to resolve any complaints with the training provider brought by the learner or employer in the first instance.
- Support the training provider in ensuring the Apprenticeship Service (TAS) cohort is approved in a timely manner when issued for the employer approval in their Apprenticeship Service.
- Allow the provider reasonable access to the learner, if required, to support with funding organisations and/or inspectorates for the purpose of quality assuring the Provider.
- Where training takes place outside of the learners normal working hours the learner will be compensated for this arrangement, e.g. time off in lieu or an additional payment.

Training Provider Commitments

The training provider confirms they have:

- Provided Careers, Education, Information, Advice and Guidance (CEIAG) to the learner in relation to the programme of learning and that where specific CEIAG cannot be provided, the main provider will signpost the learner to other sources and organisations.
- Conducted an initial assessment to ensure that both the learner and the programme are eligible for funding, including that that:
 - The learner is aged 19 or older when they start their apprenticeship unit.
 - The learner meets the residency eligibility criteria (at the time of starting) and where applicable has a visa that covers the full duration of the apprenticeship unit and have seen the learner identity documents or immigration permission to verify residency.
 - The learner is employed and has a contract of employment with the employer which is long enough to complete the apprenticeship unit (including the skills test).
 - The learner spends at least 50% of their working time in England for learners accessing DfE funding (also applies to remote and hybrid workers).
 - The learner does not have prior learning which amounts to 50% or more of the planned delivery hours.
 - The learner is not undertaking any other training that benefits from DfE funding during their apprenticeship unit (including student loans).
- Devised a plan of training, for agreement by all three parties, taking account of the following:
 - The minimum delivery hours training requirement.
 - Any learning support needs.

The training provider confirms they will:

- Manage/provide the delivery hours (the learning) as detailed in this training plan.
- Provide appropriate learning materials to the learner.
- Monitor attendance and report any learner non-attendance to the learning sessions to the employer.
- Track the recording/documenting of attended delivery hours by the learner.
- Quality assure the teaching, learning and assessment delivered to the learner.
- Provide any certification as agreed and/or as required by the apprenticeship unit.
- Report learner non-attendance to scheduled training sessions to the employer.
- Update the training plan in consultation with the employer and learner as and when required.

DfE ILR Privacy Notice

As a training provider we need to ensure you are aware of this privacy notice:

This privacy notice is issued on behalf of the Secretary of State for the Department of Education (DfE) to inform learners about the Individualised Learner Record (ILR) and how their personal information is used in the ILR. Your personal information is used by the DfE to exercise our functions under article 6(1)(e) of the UK GDPR and to meet our statutory responsibilities, including under the Apprenticeships, Skills, Children and Learning Act 2009. Our lawful basis for using your special category personal data is covered under Substantial Public Interest based in law (Article 9(2)(g)) of UK GDPR legislation. This processing is under Section 54 of the Further and Higher Education Act (1992).

The ILR collects data about learners and learning undertaken. Publicly funded colleges, training organisations, local authorities, and employers (FE providers) must collect and return the data each year under the terms of a funding agreement, contract or grant agreement. It helps ensure that public money is being spent in line with government targets. It is also used for education, training, employment, and well-being purposes, including research.

We retain your ILR learner data for 20 years for operational purposes (e.g. to fund your learning and to publish official statistics). Your personal data is then retained in our research databases until you are aged 80 years so that it can be used for long-term research purposes. For more information about the ILR and the data collected, please see the ILR specification at <https://www.gov.uk/government/collections/individualised-learner-record-ilr>

ILR data is shared with third parties where it complies with DfE data sharing procedures and where the law allows it. The DfE and the English European Social Fund (ESF) Managing Authority (or agents acting on their behalf) may contact learners to carry out research and evaluation to inform the effectiveness of training.

For more information about how your personal data is used and your individual rights, please see the DfE Personal Information Charter (<https://www.gov.uk/government/organisations/department-for-education/about/personal-information-charter>) and the DfE Privacy Notice (<https://www.gov.uk/government/publications/privacy-notice-for-key-stage-5-and-adult-education>).

If you would like to get in touch with us or request a copy of the personal information DfE holds about you, you can contact the DfE in the following ways:

Using our online contact form https://form.education.gov.uk/service/Contact_the_Department_for_Education

By telephoning the DfE Helpline on 0370 000 2288.

Or in writing to: Data Protection Officer, Department for Education (B2.28), 7 & 8 Wellington Place, Wellington Street, Leeds, LS1 4AW.

If you are unhappy with how we have used your personal data, you can complain to the Information Commissioner's Office (ICO) at: Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. You can also call their helpline on 0303 123 1113 or visit <https://www.ico.org.uk>

Queries and Complaints

If at any time throughout this programme of learning, you have any queries, you can contact the Delivery Team through the live chat when logged into Bud.

For complaints where you wish to contact QA Ltd in the first instance, you have the ability to do so by email on QAacomplaints@QA.com for more information.

If you are still unhappy you can contact the Apprenticeship Service Support helpline via email helpdesk@manage-apprenticeships.service.gov.uk or by telephone on 0800 0150 600 between the hours of 9am and 6pm Monday to Friday.