

Policy for Sub-contracted Provision (Apprenticeships and associated training)

Purpose of Policy

1. This policy defines the University's approach to sub-contracting provision to other providers for full or part delivery of apprenticeship programmes and associated training.

Principles

2. Delivery will be funded via the ESFA and regulated by the Office for Student (OfS), the Quality Assurance Agency (QAA), and/or Ofsted.
3. The policy is underpinned by the following principles:
 - 3.1. That robust due diligence processes provide assurance to the University, as a lead provider, that the sub-contractor has been selected fairly, and demonstrates capacity, capability, quality and a good financial business standing;
 - 3.2. That there is transparency in supply chain fees and charges;
 - 3.3. That collaborative approaches are adopted to enhance the quality of teaching and learning practices and assure the overall quality and academic standards of the provision, wherever it is delivered.

Rationale

4. Sub-contracting arrangements will be considered where they support the aims of the University's Centre for Apprenticeships, Work-based Learning & Skills, specifically to:
 - 4.1. to enable an excellent learner experience which is industry relevant.
 - 4.2. to support learner success;
 - 4.3. respond to local, regional and national employer needs in fulfilling apprenticeship learning outcomes;
 - 4.4. to further develop strategic alliances and stable supply chains with delivery partners that strengthen the areas of academic expertise within the University;
 - 4.5. to achieve growth through efficient resource management;
 - 4.6. to diversify and develop the range of our offer to employers and learners; and
 - 4.7. to support the delivery of the University's Access and Participation Plan.
5. The specific reasons for sub-contracting elements of delivery include:

- 5.1. Provision of access to specialist staff and expertise or other resources that would otherwise not be available;
- 5.2. Meeting the requirements of a successful bid or tender for higher and degree apprenticeship delivery in which the University is the lead provider;
- 5.3. Meeting the particular short-term needs of the University, its employers and/or learners, in relation to scope, reach or quality of apprenticeship training provision.
- 5.4. Provision of additional qualifications which enable learners to succeed (as is the case with functional skills provision).

Procurement and selection

6. The appointment of sub-contractors will be in line with the University's Financial Regulations and Code of Tendering Practice, where this applies.
7. Where a tender process is used to identify suitable sub-contractors, no person with a personal or financial interest in any of the tenderers submitting proposals should take any part in the tender process.
8. Where it is considered that the academic collaboration is so specialist that insufficient providers are available to tender, then the Director of Finance will determine the selection process in conjunction with the Director of the Centre for Apprenticeships, Work-based Learning & Skills and/or the relevant Head of School.
9. The University will inform the Chief Executive of the ESFA in writing, about any circumstance which might lead to an actual or perceived conflict of interest.

Due Diligence

10. The University will not sub-contract with providers who are deemed to be inappropriate. To establish this the University will undertake a robust process of due diligence when selecting sub-contractors to ensure quality of learning delivery, value for money, positive learning experience for the apprentice, and a positive impact for employers. Due diligence will seek to confirm that the proposed sub-contractor:
 - 10.1. is on the published the Apprenticeship Provider and Assessment Register (APAR);
 - 10.2. has compatible and complementary aims, values and mission;
 - 10.3. is not an extremist organisation;
 - 10.4. has capacity and a track record of high-quality provision, including the ability to quality-assure and enhance relevant provision;
 - 10.5. is of appropriate legal and financial standing;
 - 10.6. has no conflicts of interest; and
 - 10.7. has put in place the appropriate internal policies to ensure compliance with legislative undertakings and general good practice and that these policies are regularly updated and effectively implemented.

11. Additionally, sub-contractors delivering components of a Higher Education qualification will be subject to the University's Collaborative Partnerships planning process, which will formally assess points 10.1 – 10.7.

Obligations

12. Sub-contractors delivering components of a Higher Education qualification will be asked to sign a Memorandum of Agreement with the University, or a version of this, and abide by the terms within this.

13. The University will not agree the use of a sub-contractor where this would entail sub-contracting provision to a second level, and the sub-contractor/s appointed must provide assurance that this will not occur. Second-level sub-contracting is restricted in order to ensure that:

13.1. The University retains clear and transparent accountability for the quality and training provision

13.2. Proper and appropriate controls are in place to manage the apprentice experience

13.3. Value for money is achieved by preventing the use of funding multiple tiers of sub-contractor management.

14. Sub-contractors appointed by the University will be obliged under the sub-contract to ensure compliance with the General Data Protection Regulation and the Data Protection Act 2018.

Contracting

15. Successful sub-contractors will be issued with a contract eligible for the period from when the contract commences until the planned completion date of an apprenticeship/ programme. The requirements of this policy form part of that contractual agreement and will include:

15.1. Details of provision and assessment being delivered by the sub-contractor;

15.2. Funding payments to the sub-contractor for their contributions;

15.3. Funding retained by the University, together with reasons;

15.4. Any actual or perceived conflicts of interest between the University and the sub-contractor.

16. The contract will be signed by the sub-contractor and the University. Terms and conditions will be agreed and included in the contract.

17. The University will provide transparency with regard to the specific costs of managing the sub-contractor, quality monitoring, due diligence and support activities by itemising costs and describing how each cost contributes to the delivery of high quality provision, confirming that they are proportionate to the delivery of the sub-contracted apprenticeship training, and making them available to the sub-contractor and employer.

18. The University will make a maximum charge of 15% of the contract value for the management of sub-contractors.

Monitoring

19. The University will manage sub-contracted delivery by regularly monitoring its associated delivery and business practices throughout the length of the contract.

20. Regular monitoring reviews will be held with nominated representative/s from each sub-contractor. The frequency of reviews will be determined by the number of learners on programme in any 12 month period, as follows:

Number of Learners on Programme	Review meeting (minimum frequency)	Site visit (minimum frequency)
0-10	every 12 months	every 12 months
11-50	every 6 months	every 12 months
51-100	every 6 months	every 6 months
Over 101	every 3 months	every 6 months

21. Monitoring reviews will be documented using an agreed template. Where any sub-contractor monitoring review highlights an area of concern, an action plan will be drawn up by the sub-contractor to address these and agreed by the University. Additional meetings and monitoring reviews will be scheduled as required by the University until the issue have been resolved.

22. Any instances identified from the management and monitoring of the sub-contract that result in the sub-contractor's practices not being consistent with the ESFA funding rules, will result in the University reporting those instances to the ESFA.

23. The University will conduct further due diligence checks if there is any material change with regard to the sub-contracted provider, or the wider environment, that has the potential to impact on its ability to deliver sub-contracted services. These include but are not limited to:

- 23.1. merger with another provider;
- 23.2. change of ownership;
- 23.3. change of key personnel (e.g. teaching staff, directors, link person);
- 23.4. any issues that may raise concern about the sub-contractor's ability to deliver the programme (e.g. infrequent updates, poor student progress, student or employer complaints).

24. In the event of a sub-contractor undergoing a change of circumstances that affects its ability to continue to deliver under the sub-contracting agreement, the University will make appropriate alternative arrangements for the programme delivery to continue with the agreement of the apprentice's employer. Changes of circumstances include:

- 24.1. going into liquidation or administration;
- 24.2. key delivery staff leaving the organisation;
- 24.3. removal from the APAR

Payment

25. Payment to sub-contractors will be made subject to the delivery targets being met and the timely receipt of accurate documentation for input into the Individualised Learner Record (ILR).
26. The University will provide sub-contractors with full contractual terms to apply to all sub-contractor payments. Fees and charges will be in line with ESFA apprenticeship rules.
27. In line with the ESFA funding rules, the University will submit a sub-contractor declaration to the ESFA by the dates requested, summarising the value of sub-contracted provision.
28. Should the University's sub-contracting arrangements change during the year, the University will inform the ESFA by updating its declaration to them.
29. If the total of all sub-contracts exceed £100,000 in any ESFA financial year, the University will obtain an annual report from an external auditor to provide assurance that adequate arrangements are in place to manage and control sub-contracted delivery.
30. Employers must not profit from apprenticeship delivery to their own employees, and therefore if the sub-contractor is the learner's employer, the University will pay them only for the actual costs of the delivery.

Complaints

31. Complaints from sub-contractors, employers, and apprentices are managed through standard University Policy and Procedures, and are made available to sub-contractors delivering on University programmes via the sub-contract agreement, the training services contract issued to the employer, and apprenticeship commitment statement. The University's complaints policy and procedures can be found here:
<https://www.leadstrinity.ac.uk/about/public-information/complaints/>



Owner: Centre for Apprenticeships, Work-based Learning and Skills (CAWBLS)

Version: Sept 2024