



## 5 Funding Summary

Total Training Costs inc VAT if non recoverable	Skills Enhancement Fund Contribution inc VAT if non recoverable	Client Contribution inc VAT if non recoverable
£00.00	£00.00	£00.00

## 6 Activity Specification

- 6.1 The activities to be supported by the Skills Enhancement Fund are described in the Training Plan detailed below at Section 7. The Skills Enhancement Fund will provide general advice and support for the administration of the activity.
- 6.2 This Agreement can only support the activity detailed in the Training Plan at Section 7. Any proposed changes to the Training Plan must be put in writing to the SBA Manager for consideration. There is no guarantee that changes requested by the Client will be approved and supported by the Skills Enhancement Fund.
- 6.3 The Skills Enhancement Fund is subject to change due to policy changes and the Contractor reserves the right to vary this Agreement where necessary in light of any policy changes.
- 6.4 The application form for Skills Enhancement Funding support through the Single Business Application route submitted by the Client and approved on [approval date] forms part of this Agreement.
- 6.5 The Skills Enhancement Fund will **not** support the following activity:
- ❖ Statutory training (but preparing for changes in legislation is eligible)
  - ❖ Training to support or assist activities which are political or of an exclusive religious nature
  - ❖ Any training which the learner is eligible to access via Train to Gain
  - ❖ Training that is already publicly funded/supported
  - ❖ Training that has commenced prior to application and approval of funding
  - ❖ Training that cannot demonstrate achievement by 30<sup>th</sup> June 2012
  - ❖ Training which is sub contracted beyond one level
  - ❖ Training that supports more than one company

## 7 Training Plan

Title of Qualification / Training Course	Name of Delivery Organisation	Level	Start Date	Completion Date	No. of employees on Qualification / Course	Employer cash Contribution Required / Course
		Including LARA code				

## 8 Timescales

- 8.1 This Agreement must be signed within **two weeks** from the date of the Agreement otherwise the funding will be withdrawn.
- 8.2 Training must have commenced within 1 month of the approval date of application otherwise funding will be withdrawn.
- 8.3 Training must have completed in accordance with the Training Plan at Section 7 unless a variation to contract has been agreed by the Skills Enhancement Fund in writing.
- 8.4 All the required evidence claim documentation must be submitted by the contract termination date at 2.1 unless a contract variation has been agreed by the Skills Enhancement Fund in writing.
- 8.5 The Agreement will only come into effect once it has been signed on behalf of all parties by a party authorised to do so.

**9 Required Documentation**

- 9.1 EF04 - Short Record ILR Form
- 9.2 EF05 - Short Record Part B
- 9.3 EF06 - Attendance Register or Awarding Body registration/enrolment list
- 9.4 EF07 - Employment Declaration (Paid Employees)
- 9.5 EF08 - Self Declaration (Voluntary Employees)
- 9.6 EF09 - BACS Details
- 9.7 Invoice from training provider
- 9.8 Bank statement/ evidence of payment made in full
- 9.9 EF10 - SBA Evidence Checklist
- 9.10 In house or Awarding Body certificates certified as a true copy

**10 Eligibility Criteria**

- 10.1 The Client must meet the Single Business Application eligibility criteria
- 10.2 The Client must have company premises which are located in Yorkshire & Humber and the participants (individual employees) be based at, and work from, those company premises. Clients are required to provide either a copy of the company registration with Companies House and/or a utility bill to confirm eligibility. Contracts of employment may be requested for clarification purposes to ensure that participant (individual employee) eligibility is met.
- 10.3 All participants (individual employees) must be aged 16+ on the first day of training and must be employed by the Client
- 10.4 If training is required for an unpaid member of staff, the participant is eligible for support providing the Client also employs other paid staff.
- 10.5 The Client must be supported by a Training Provider

**11 Declaration**

- 11.1 The Client agrees to the content of this Agreement, the Standard Terms and Conditions of Calderdale College and any other guidance issued by the Contractor.
- 11.2 The Client agrees to pay upfront 100% of the total costs direct to the training provider and shall be reimbursed up to 60% of the total costs through the Skills Enhancement Fund on the basis of satisfactory achievement of the outputs detailed in this Agreement and submission of evidence to support this.
- 11.3 The Client confirms that no other funding has been received for the training detailed in this Agreement.

Authorised Signatory for and on behalf of **Company name (The Client)**

Signed: \_\_\_\_\_  
Name (please print): \_\_\_\_\_  
Position in Company: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorised Signatory for and on behalf of **Calderdale College (The Contractor)**

Signed: \_\_\_\_\_  
Name (please print): \_\_\_\_\_  
Position in Company: \_\_\_\_\_  
Date: \_\_\_\_\_

# Standard Terms and Conditions of Calderdale College

## 1 Data Protection

1.1 The Client shall ensure that it has made such notification to the Information Commissioner pursuant to the Data Protection Act 1998 which is required for the performance of this project and shall comply with all relevant requirements of the said Act and shall be liable for and shall indemnify the Contractor against any expense, liability, loss, claims or proceedings arising as a result of or in connection with any breach of this Clause.

1.2 The Client further undertakes to use any information or other materials disclosed to it in connection with the project solely for the purposes for which such information of other material was disclosed to it.

## 2 Warranty and Indemnity

2.1 The Client warrants to the Contractor that the obligations of the Client under this Agreement shall be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standard of quality as it is reasonable for the Contractor to expect in all the circumstances. The Client acknowledges that Client's skill, expertise and experience in the performance of the Agreement and also upon the accuracy of all representations or statements made and the advice given by the Client in connection with the performance of the Agreement and the accuracy of any documents conceived, originated, made or developed by the Client as part of this Agreement.

2.2 The Contractor shall not be liable to the Client for any advice given. In addition the Contractor gives no assurance as to the suitability or viability of the project or the application and no endorsement of the same.

2.3 Without prejudice to any other remedy, if any part of the project is not performed in accordance with this Agreement then the Contractor shall be entitled, where appropriate to:

- require the Client promptly to re-perform or replace the relevant part of the project without additional cost to the Contractor; or
- assess the cost of remedying the failure and to deduct such costs, from any sums due to the Client.

2.4 The Client shall be liable for and shall indemnify the Contractor in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to, or death of any person whomsoever or loss of or damage to property whether belonging to the Contractor or otherwise arising out of any act, omission, neglect, default, breach of contract or otherwise by the Client its employees, servants, agents, sub-contractors or other persons acting on its behalf relating to or in the course of the project and/or this Agreement and/or obligations and/or arising liabilities of the Sub-Contractor and/or any of such persons arising under law.

2.5 The Client shall be liable for and shall indemnify the Contractor against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Agreement

or otherwise through the default of the Client.

2.6 The Client shall ensure that it has in force, at all material times adequate and suitable insurance to cover all statutory obligations and to cover claims referred to in clause 9.4 and 9.5 above.

2.7 The Client, when requested, shall produce to the Contractor evidence showing the actual coverage in force at the time of the request and shall give the Contractor written notice before any such insurance is altered or cancelled.

## 3 Disseminating Information about the Activity Funded under this Agreement

3.1 The Contractor may require the Client to make available to the Contractor details of best-practice, good news stories and case-studies in respect of the activity delivered under this Agreement.

## 4 Marketing and Publicity

4.1 The Contractor will require the Client to undertake approved marketing and publicity of the activity funded under this Agreement.

4.2 The Client must ensure that all participants are aware of the support of the European Social Fund in respect of the activity being delivered under this Agreement.

4.3 The Client will comply with requests by the Contractor to display the 2007/13 European Social Fund, Yorkshire Forward, Regional Brand logo for "Yorkshire Alive with Opportunity" and the Learning and Skills Council logos and emblems on any materials relating to funding by the programme. The Contractor will make available to the Client all relevant logos and emblems.

4.4 The Client must ensure that where the use of logos in a document or other form of communication for promotional purposes is not practicable, the following wording is included: "This programme is part funded by the European Union through the European Social Fund and is co-financed by the Learning and Skills Council and Yorkshire Forward".

4.5 The Client must ensure that all participants are aware of the support of the Contractor in respect of the activity being delivered under this Agreement.

4.6 All publicity must be approved by the Contractor before printing and circulating. Final copies of marketing / publicity material must be forwarded to the contractor.

## 5 Reputation

5.1 The Parties mutually undertake to each other than in performing their obligations under this Agreement they shall pay the utmost regard to the standing and reputation of the other and shall not do or fail to do anything which may bring the standing or reputation of the other into disrepute or attract adverse publicity to the other.

## 6 Confidentiality

6.1 All documents and information relating to participants or other persons received by the parties during or in connection with the performance of this Agreement shall be held by the Parties in the strictest confidence. Such confidential information shall not be used by the Parties except for the purpose for which it was made available, unless the informed consent and permission from any individual or beneficiary has been secured. The

Contractor will maintain information within the provision of the Data Protection Act 1998. Any identifiable information, electronic or written, will be kept duly safe.

6.2 All documents and information provided by either Party to the other during or in connection with the performance of this Agreement shall be treated as confidential. Such documents and information shall not be used by the receiving party except for the purposes for which they were made available and such documents and information shall not be disclosed by the receiving party to any other person without the prior written consent of the issuing party. The Parties shall use all reasonable endeavours to ensure that its employees are under a similar obligation of confidentiality in respect of the relevant documents and information. The above restriction shall not apply to information which:

- is already in the public domain; or
- is disclosed to the Client without any obligation of confidence by a third party who has not derived it directly or indirectly from the Contractor; or
- is trivial or cannot reasonably be considered to be confidential; or
- relates to the performance of the Client in relation to delivery of the Project.

6.3 The Parties will ensure that information deemed confidential is only released to a third party with the prior written authority of the Party providing that information.

## 7 Intellectual Property Rights

7.1 Except where expressly agreed otherwise in writing, the Client agrees with the Contractor to grant the Contractor an irrevocable royalty-free, non-exclusive, transferable, world-wide right and licence (with freedom to sub-licence) the Project Intellectual Property to the extent necessary for the performance of the Project and any purpose related to the Project and to enjoy the benefits of that right and licences.

## 8 Cancellation of Contract in the Event of Corrupt Practice

8.1 The Contractor shall be entitled to cancel this Agreement and to recover from the Client the amount of any loss resulting from such cancellation:

8.2 If the Client has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement or any other Agreement with the Contractor, or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement with the Contractor or if the like acts shall have been done by any person employed by the Client or acting on behalf of the Client (whether with or without the knowledge of the Contractor); or

8.3 If, in relation to any Agreement with the Contractor, the Client or any person employed by the Client or acting on behalf of the Client shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under section 117(2) and (3) of the Local Government Act 1972, or any

# Standard Terms and Conditions of Calderdale College

statutory modification, extension or re-enactment thereof.

## 9 Learners Health, Safety and Welfare

- 9.1 The Client is reminded that it must comply with all relevant health and safety legislation, and shall take all reasonable steps to ensure that learning takes place in safe, healthy and supportive learning environments, which meet the needs of learners.
- 9.2 The Client is also expected to provide reasonable information to the Contractor, if requested, to give assurance that adequate arrangements exist for learner health and safety.
- 9.3 In particular, learners should receive effective and timely, information, instruction and training (including through induction) with special emphasis on arrangements for supervision. In the case of children below the minimum school leaving age, young persons (under 18) or learners with special needs, learning environments should be such that risks have been reduced to the lowest level practicable.
- 9.4 In working with other partners, arrangements shall be made to co-ordinate and co-operate effectively for reasons of learner health, safety and welfare. In particular, respective responsibilities shall be clearly identified and documented as appropriate, to ensure understanding.

## 10 Specific Accident Reporting Requirements for Beneficiary Accidents

- 10.1 Definition – learner accidents means accidents to non-employed and employed status learners whilst participating in LSC funded programmes and/or within programme time.
- 10.2 The Client shall inform the Contractor of injuries and diseases to learners within the scope of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 and fatal road traffic accidents.

## 11 Equal Opportunities

- 11.1 The Client must possess and have put into practice an equal opportunities policy statement.
- 11.2 The Client shall take into account the duties placed upon it by the Race Relations (Amendment) Act 2000, the Disability Discrimination Act 1995 or any statutory re-enactment thereof and other legislation relating to discrimination in employment or the provision of goods and services.
- 11.3 The Client will need to ensure that equality of opportunity is built into all aspects of provision:
  - Publicity and marketing;
  - Recruitment and induction;
  - Delivery and support;
  - Achievement and progression.
- 11.4 The Client is expected to review its enrolment patterns against other data to inform future planning so that action can be taken to improve the representation of underrepresented groups.
- 11.5 The Client shall review, on an annual basis, and with a view to producing a statement,

the support and facilities available for learners with disabilities.

## 12 Feedback and Complaints

- 12.1 The primary responsibility for receiving feedback and investigating complaints promptly and thoroughly in respect of the services shall rest with the Client. The Client shall have procedures in place, which are acceptable to the Contractor, to gather and act upon feedback and complaints from participants and/or their representatives and the wider community.
- 12.2 The Client will provide feedback (including complaints) from the participants, with regards the delivery of activity under this Agreement.
- 12.3 The Client shall be responsible for resolving complaints in accordance with its own procedures. The Client shall notify the Contractor of all cases that cannot be so resolved.
- 12.4 The Contractor will review the actions taken, and may require further action of the Client. The Contractor reserves the right to carry out any other enquiries it deems necessary in order to effect a satisfactory conclusion of the complaint.

## 13 Fraud

- 13.1 The Parties shall use all reasonable endeavours to safeguard the Contractor's funding of the provision against fraud, generally and, in particular, fraud on the part of the Client's Directors or employees.
- 13.2 The Parties shall pay the utmost regard to safeguarding public funds against misleading invoices for payment. The Client shall notify the Contractor immediately if it has reason to suspect that any fraud or financial irregularity in the delivery of this Agreement has occurred or is occurring.

## 14 Termination

- 14.1 Either party may terminate this Agreement by written notice to the other party if:
  - a there is a material breach by the other party of the terms of this Agreement which breach is not capable of remedy; or
  - b there is a material breach by the other party of the terms of this Agreement which breach is capable of remedy but which is not remedied to the reasonable satisfaction of the party not in breach within 28 days after written notice of the breach has been given requiring it to be remedied; or
  - c either party becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) when they fall due.
- 14.2 The Contractor may terminate this Agreement, at its absolute discretion, should any report referred to in Schedule 3 prove to be unsatisfactory.
- 14.3 The Contractor may terminate this Agreement forthwith should ESF and/or Learning Skills Council funding be withdrawn for any reason.
- 14.4 This Agreement may be terminated by either of the parties giving to the other at any time three calendar months notice in writing.

## 15 Consequences of Termination

- 15.1 In the event of termination of this Agreement, during or at the end of Period, each party shall forthwith, at its own expense, return to the other party all documents, papers, records, information, material, equipment and any other items supplied or belonging to the other party.
- 15.2 Any termination of this Agreement shall be without prejudice to any right of either party against the other in respect of antecedent breach of this Agreement.
- 15.3 On termination of the Agreement the Client shall invoice only for the activity delivered up to and including the termination date.

## 16 Notices

- 16.1 Any notices to be served under this Agreement shall be in writing to the other Party's Project Manager, at the address of the other party as stated in this Agreement.
- 16.2 Any such notice shall be deemed to be served, if delivered personally, at the time of delivery or, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

## 17 Appeals Process

- 17.1 Both parties will raise issues with each other as they arise. Both parties will endeavour to settle disagreements with each other at the appropriate authority level.
- 17.2 If items remain unresolved, the Client should raise the matter in the first instance with Joanne Patrickson (Head of External Funding), secondly with Denise Cheng Carter (Vice Principal for Finance & Resources).

## 18 Force Majeure

- 18.1 Neither party shall be liable to the other if it is unable to perform any of its obligations, in whole or in part, due to causes beyond its reasonable control. If such force majeure occurs, the party affected shall notify the other party in writing as soon as is practicable. The party so affected shall, subject to the force majeure, provide such assistance as it is able to, to facilitate the implementation of such contingency plans which may be proposed to ensure the continuity of the project.

## 19 Severability

- 19.1 If any provision of this Agreement shall be prohibited or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

## 20 Waiver

- 20.1 No delay by or omission of either party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.