



Invitation to Tender

**For the delivery of education and training qualifications eligible
for funding under the LEICESTER COLLEGE contract**

Contract dates 18th February 2019 to 30th November 2020

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Instructions to Tenderers and Conditions of Tender Submission

1. These Instructions and Conditions apply to the tendering process for this Higher Education Winter Starts Contract to ensure that all tenderers are treated equally and fairly and to provide for compliance with other relevant legal requirements. Failure to comply with these Instructions and Conditions may invalidate your tender.
2. References to “the College” mean Leicester College.
3. The agreement and subsequent contract will be subject to The College general conditions of contract and also to any special conditions of contract which may be included within the tender document. Where the standard conditions are inconsistent with the special conditions, the special conditions will prevail.
4. The agreement together with any other documents expressed to be incorporated therein, constitutes the entire understanding between the college and the tenderer relating to the subject matter of this tender and supersedes all prior writings, negotiations or understandings with respect thereto.
5. The Higher Education Winter Starts Contract will commence on 18th February, this will be the commencement date referred to in the contract conditions and will expire on 30th November 2020, unless terminated or extended in accordance with the contract conditions.
6. A submitted tender is an irrevocable offer by the tenderer and the tenderer separately undertakes with the College that the tender will remain open for acceptance by the College for a period of 3 calendar months calculated from the day following the closing date for receipt of tenders.
7. The College does not bind itself to accept the lowest or any offer, and reserves the right to accept tenders in whole or in part.
8. The College reserves the right to cancel the entire or parts of the tender, without such an action conferring any right to compensation on the Tenderers.
9. Only the information contained within this Invitation To Tender document, or otherwise communicated in writing to tenderers with direct reference to this tender should be considered by tenderers when making their offer.
10. Where estimated volumes are stated they are for guidance purposes only and do not form a contractual commitment. A framework agreement does not obligate the College to purchase any services.
11. The submission of false or incorrect information or declaration(s) will invalidate your tender and, if not identified by the College until after the award of the contract, will be considered a fundamental breach of the contract.
12. Tenderers are advised that where there is any discrepancy between the hard copy tenders and any electronic copies submitted, the contents of the hard copy will take precedence over the electronic copy and will prevail in the event of any dispute

13. Tenders must be submitted with the official Form of Tender provided with the tender documents. The Form of Tender must be completed in all material respects. Tenders not complying with these requirements may be rejected.
14. Tenders shall only be submitted on the basis that they are bona fide competitive tenders. It is therefore agreed that the College shall have the power to cancel the contract and to recover from the Tenderer the amount of any loss arising from the cancellation if either the Tenderer:
- a. shall have offered or given or agreed to give any officer or member of the College staff any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure. The word 'Tenderer' for these purposes shall be deemed to include any and all persons employed by the Tenderer, or who are purporting to act on the Tenderers behalf whether the Tenderer is aware of their acts or not, or
 - b. shall have communicated to any other person than the College the amount or approximate amount of the proposed tender other than in confidence in order to obtain quotations for the preparation of the Tenderer, or for insurance purpose, or
 - c. shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that person shall refrain from tendering.
15. In case a tender appears to be abnormally low in relation to the services to be provided, the College will request a clarification in writing and/or explanation concerning its elements. The College reserves the right to exclude a tender, if after a verification process based on the explanations and evidence received it comes to the conclusion that the tender is abnormally low.
16. To enable us to assess your organisation's suitability, we require you to provide all of the information requested. Failure to complete the tender documentation in full or to provide any of the documents requested may result in your application being rejected. Rather than leaving answer spaces blank, if the question does not apply to you please write 'Not applicable' or 'N/A'. If you do not have / know the answer please write 'Not known' or 'N/K'.
17. You may enlarge the answer boxes to ensure you have sufficient space to respond. **However, you must not alter or amend the questionnaire in any other way and under no circumstances should the questions be altered in any way as doing so will result in your application being rejected.**
18. Where supporting documents are requested, these should be clearly cross referenced to the appropriate section of the ITT. Except where specifically requested, **NO ADDITIONAL SUPPORTING DOCUMENTS ARE REQUIRED.** The College does however reserve the right to call for further evidence or copies of such documents at any stage during the procurement process.
19. Tenderers are requested to specify with reasons if any information contained in its tender submission is confidential. The College will use reasonable endeavours to keep such information confidential but does not guarantee to do so if it is obliged to

disclose such information pursuant to its duties under the Freedom of Information Act 2000.

20. The College reserves the right to seek clarification, after tenders have been received, from any tenderer, on any aspect of their tender.
21. Written acceptance by the College of this tender, (or part of this tender), shall create or constitute an agreement between the College and the tenderer, expressly incorporating the Form of Tender, the Conditions of Contract, any Special Conditions of Contract, the Specification, the Proposal (where applicable) and any Contract Drawings or similar. If the tender documents require the Contractor to enter into a formal written agreement with the College then unless and until that formal written contract is executed by the College and the tenderer, together these documents shall form the contract.
22. The College reserves the right to publish details of the successful contractor and the total contract value.
23. Should there be any doubt or confusion as to the meaning of any provision contained in the tender documentation or you have any queries or concerns with the tender documentation including the terms and conditions of contract, you should obtain clarification prior to the submission of your tender. All tenderers will be informed of any points of clarification and the College's response. The identity of the tenderer requesting clarification will not be disclosed.

All requests for clarification should be made **via e mail ONLY** to: -

partnerships@leicestercollege.ac.uk

Requests for clarification will be accepted until 28th January 2019, after this time no clarification requests will be responded to.

24. Where reference is made within this tender to any UK standard or legislation and you are not currently subject to UK standards or legislation, you are required to provide details of any equivalent standards or legislation that apply to your organisation. It is the tenderers responsibility to demonstrate that any alternative standards are equivalent to the standards specified
25. The College will not be liable for any costs or expenses incurred by applicants in completing and submitting their tender or re-tender whether or not it is successful.
26. The Tenderer agrees to notify the College and provide additional information if at any stage after submitting the tender any information contained in it becomes no longer true or accurate.
27. The College reserves the right to retain all and any of the information supplied to it by the Tenderer(s)
28. The College reserves the right to amend its tender documents in any respect at any time prior to the closing date and time for receipt of tenders. Any such amendment will be notified to all tenderers before the closing date and time. You must confirm in writing when you submit your tender that it provides for compliance with all amendments so notified.

29. The College may at its discretion extend the closing date and time for receipt of tenders by written notice to all tenderers.

30. Tender Timescales

Date	Action
9 th January 2019	Advertise Tender and publish ITT documents for interested parties to download on Contracts Finder
28 th January 2019	Deadline for requests for clarification
4 th February 2019	Deadline for receipt of tenders. Tenders to be submitted to: partnerships@leicestercollege.ac.uk Late responses will not be accepted.
11 th February 2019	Higher Education Winter Starts Contract Awarded - Standstill period begins
18 th February 2019	Higher Education Winter Starts Contract Start Date

31. When considering tenders the following criteria will be applied

Selection Stage; The Supplier Selection Questionnaire must be completed in full and with satisfactory answers to progress to the tender award stage.

Each section will be scored on a Pass / Fail basis. The table below provides guidance on the responses required to achieve a Pass mark.

Section	Pass Mark Criteria
1. General Information	All fields completed as required. A UKPRN supplied. Confirmation of registration on the ESFA Register of Training Organisations for FE delivery.
2. Professional Business Standing	Negative response to all questions or satisfactory explanation where requested
3. Health, Safety and the Environment	Positive response to all questions or satisfactory explanation where requested
4. Diversity and Equality	Positive response to all questions or satisfactory explanation where requested

5. Insurance	£2M Public Liability, £5M Employer's Liability and Professional Indemnity insurance held or willingness to purchase.
6. Finances	Copies of Financial Accounts submitted and complete financial scoring matrix. See financial scoring matrix for details of Pass Marks.
7. Capability and Experience	Demonstration of existing business activities and expertise relevant to the nature of this contract. Demonstration of at least 2 example contracts of a similar size and nature to the requirements of this contract.
8. References	Provision of 2 referees and satisfactorily completed reference forms. See the References section for more information.

Those Tenderers who fail the selection stage will not progress to the tender award stage and their Tender Application Form will not be evaluated.

Tender Award Stage

Those Tenderers who pass the selection stage will have their Tender Application Form evaluated against the criteria and weightings detailed below.

Tender Award Criteria	Weighting
Price – Funding available required for the delivery of the programme is £739,800, successful tenders will be awarded 85% of the funding £628,883.00. The maximum award is £554,850	0%
Achievement rate proposed for this contract is 85%	25%
Proposals to establish and deliver an effective service in accordance with the specification	25%
Assurance of continuity of delivery throughout the duration of the contact	10%
Approach to Quality of provision and continuous improvement	40%
TOTAL	100

Non Price Tender Award Criteria will be scored as follows.

Score Given	Description
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5	Significantly exceeds the minimum requirements
4	Meets the requirements
3	Meets the requirements except minor aspects
2	Does not meet requirements but may be adaptable
1	Major non-compliance with the requirements

Price will be scored as follows:

The value for Higher Education Winter Starts Contract is set at 85% to ensure the quality of delivery. No score will be given against the price.

The highest scoring Tender overall will be awarded the contract.

32. The College reserve the right to ask clarification questions of the suppliers at the tender award stage and/or the mini-competition stage in order to better understand the answers given and explore the validity of them. The answers to these questions will be used in assessing the bid in line with the scores and weightings listed above.

Specification

Context:

The main aim of the Higher Education Winter Starts Contract is to continue to broaden the participation with the College Higher Education provision, reaching more students, accessing further skills and creating opportunities to improve the business of education. This recruitment of partnership organisations will enable Leicester College to counteract any flux in participation and to continue to meet the rising demand for affordable, high quality Higher Education opportunities delivered in areas where affordable education will raise participation in marginalised or underrepresented groups. Building on the experience of students should enable the College to create further partnerships and collaborations with employers over a broader geographical area and develop new opportunities for students to progress into work and education.

The College wishes to establish a Higher Education Winter Starts Contract to deliver Higher National Diploma qualifications eligible for funding under the College Office for Students contract, on its behalf.

Please note only 1 level of sub-contracting is permitted so the qualification must be delivered in full by the contracted training provider “the Contractor”.

The prospective Contractor will be required to quote the percentage of gross funding it will require to deliver the qualifications. The College will require to retain a minimum of 85 %.

Services Required:

The only provision fundable under this agreement will be those qualifications eligible for funding under the College Higher Education Winter Starts Contract.

The Curriculum areas this framework will cover are

Curriculum Area	Topics of interest	Levels of interest
Reengagement	Business	HNC level 4 & HND level 5

The College will require from the Contractor:

- Advance information about the dates and venues of each course.
- Enrolment form/action plan/learning agreements for individual students
- Register of attendance for each course
- Copy of achievement certificate for individual students
- Invoice to claim fees, monthly.
- Completed pro forma showing examination entries, by group
- Completed pro forma showing examination results, by group.

All programmes:

- shall be education having the primary learning objective of the attainment of each listed course for those students who successfully complete the Programme.
- shall consist of the individual course syllabus and a minimum of the listed guided learning hours for the individual courses and modules inclusive.

- shall be delivered solely by an agreed list of assessors and trainers, agreed in writing with the college prior to the outset of the programme.
- shall be delivered solely on the premises agreed between the college and the collaborator, agreed in writing with the college prior to the outset of the programme.

All the programmes shall comply with the learning agreement.

Quality:

Quality of provision will be paramount as the College will retain responsibility to the Education and Skills Funding Agency/OfS and OFSTED/QAA for programme quality.

The College and/or OFSTED/QAA will audit the quality of delivery at any time of the Colleges choosing. The College and/or OFSTED/QAA will make judgement on the quality of teaching, learning and assessment using the OFSTED Common Inspection Framework for further education and skills.

This will involve an evaluation of the extent to which:

- learners benefit from high expectations, engagement, care, support and motivation from staff
- staff use their skills and expertise to plan and deliver teaching, learning and support to meet each learner's needs
- staff initially assess learners' starting points and monitor their progress, set challenging tasks, and build on and extend learning for all learners.
- learners understand how to improve as a result of frequent, detailed and accurate feedback from staff following assessment of their learning
- teaching and learning develop English, mathematics and functional skills, and support the achievement of learning goals and career aims
- appropriate and timely information, advice and guidance support learning effectively
- equality and diversity are promoted through teaching and learning.

The College and/or OFSTED have the right to audit course record keeping, existence records, and all associated course and learner materials.

The Contractor will be required to enable the College and/or OFSTED Inspectors to evaluate the provision objectively against the standards/framework and provide evidence that will enable the College and/or the Inspector to report honestly, fairly and reliably about their provision.

Quantity:

Colleges anticipated volumes of delivery are to be sufficient to achieve a total funded value of £739,800 per academic year. This is the approximate value assigned to this Higher Education Winter Starts Contract Start. This will be awarded in lots, within the framework throughout the year. The framework does not guarantee a call off contract being awarded.

Delivery date or contract period required:

The Higher Education Winter Starts Contract Start will stand from 18th February 2019 to 30th November 2020. Contracts may be awarded at any point within this period.

Outcomes:

All courses must reach at least specified achievement rate of 85%

Where learner progress indicates that the required achievement rates will not be achieved, the College may terminate or reduce this contract.

Contractors Staff involved in the delivery of the Contract:

The supply of staff to deliver this Contract must be consistent. We work with hard to reach groups and have established over the years we have been in operation, that a constant change in delivery staff has a negative affect on students.

The Contractor must only use assessors who have been approved in writing by the College and who are vocationally experienced and occupationally qualified in the sector.

In respect of learning for young people and vulnerable adults the Contractor must provide confirmation that all staff involved in the delivery of this work are DBS approved. The Contractor must ensure that this information is kept up to date.

The Contractor must ensure that the caseload for assessors does not exceed 40 learners at any time.

Other Specification Criteria:

Regular team meetings will be held and attendance at these is compulsory for the training staff and desirable for a senior representative of the Contractor.

A willingness to engage in new programme developments which may necessitate working out of hours – such as evenings and weekends.

The training must be delivered in England.

The subcontractor will be responsible for all learner recruitment.

Supplier Selection Questionnaire

Please answer all questions using the space provided. If the question does not apply to you please write 'Not applicable' or 'N/A'. If you do not have / know the answer please write 'Not known' or 'N/K'. If there is insufficient space to complete your answers please submit them on separate sheets clearly cross referencing to the appropriate section of the ITT. If completing the document electronically you may enlarge the answer boxes to ensure you have sufficient space to respond.

1	General Information		
1.1	Name of the organisation in whose name the tender would be submitted		
1.1	Address for all correspondence		
1.2	Contact name for enquiries about this bid		
1.3	Contact position (Job Title)		
1.4	Telephone number		
1.5	E-mail address		
1.6	Website address		
1.7	Registered address if different from 1.2		
1.8	Registration number		
1.9	Date of Registration		
1.10	VAT Number		
1.11	Is your organisation, a public limited company, a limited company, a partnership, a sole trader, other (please specify)		
1.12	Name, address and registration number of the ultimate/parent company if different from above.	Name	
		Address	
		Registration Number	
1.13	UK Provider Reference Number from the UK Register of Learning Providers (UKRLP). This is an eight digit number. If the number you provide is not your correct registration		

	<p>number then your application will not be processed further</p> <p>A UKPRN number is a mandatory requirement. If your organisation is not registered with UKRLP then you will need to do so before proceeding further with this application.</p> <p>Registration with UKRLP is through their website at www.ukrlp.co.uk</p>	
1.14	<p>Is your organisation registered on the Education and Skills Funding Agency Register of Training Organisations</p> <p>Registration on the Education and Skills Funding Agency Register of Training Organisation is a mandatory requirement. If your organisation has not submitted to and been approved by this Register then you will need to do so before proceeding through this application.</p>	

2	Professional Business Standing Please confirm whether your Company, or its Directors, or any other person who has powers of representation, decision or control of your Company, has been convicted of any of the following offences:	
2.1	Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977(a) or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983(b) where that conspiracy relates to participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA(c).	Yes / No
2.2	Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889(d) or section 1 of the Prevention of Corruption Act 1906(e), where the offence relates to active corruption.	Yes / No
2.3	The offence of Bribery, where the offence relates to active corruption.	Yes / No
2.4	Bribery within the meaning of section 1 or 6 of the Bribery Act 2010(f).	Yes / No
2.5	Fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities(g), within the meaning of: <ul style="list-style-type: none"> a) The offence of cheating the Revenue b) The offence of Conspiracy to Defraud c) Fraud or Theft within the meaning of the Theft Act 1968(h), the Theft Act (Northern Ireland) 1969(i), the Theft Act 1978(j) or the Theft Act (Northern Ireland) Order 1978(k) d) Fraudulent trading within the meaning of section 458 of the Companies Act 1985 (a), article 451 of the Companies (Northern Ireland) Order 1986(b) or section 993 of the Companies Act 2006(c) e) Fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979(d) or section 72 of the Value Added Tax Act 1994(e) f) An offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993(f) g) Destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968(g) or section 19 of the Theft Act (Northern Ireland) 1969(h) 	Yes / No

	<p>h) Fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006(i)</p> <p>i) Making, adapting, supply or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006</p>	
2.6	Money Laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002(j)	Yes / No
2.7	An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988(k) or article 45, 46 or 47 of the Proceeds of Crime Act (Northern Ireland) Order 1996(l)	Yes / No
2.8	An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994(m)	Yes / No
2.9	Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State	Yes / No
2.10	Being an individual is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;	Yes / No
2.11	Being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;	Yes / No
2.12	Being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state	Yes / No
2.13	Has been convicted of a criminal offence relating to the conduct of his business or profession	Yes / No

2.14	Has committed an act of grave misconduct in the course of his business or profession	Yes / No
2.15	Has not fulfilled obligations relating to the payment of Social Security contributions under the law of any part of the United Kingdom or of the relevant State in which the Company is established	Yes / No
2.16	Has not fulfilled obligations relating to the payment of Social Security contributions under the law of any part of the United Kingdom or of the relevant State in which the Company is established	Yes / No
2.17	Is guilty of serious misrepresentation in providing any information referred to within this regulation or regulation 24, 25, 26 or 27 or has not provided such information in response to a request by the contracting authority	Yes / No

If the answer to the questions 2.10 to 2.17 is “Yes” please give brief details, on an additional page.

3	Health, Safety and Environment	
3.1	Do you have a Health and Safety Policy?	Yes / No
3.2	Do you carry out health and safety risk assessments on learners? If No please confirm you would be willing to carry out health and safety risk assessments on the proposed subcontracted learners?	Yes / No
3.3	Have you had to notify the Health and Safety Executive of any incidents / accidents covered by the RIDDOR regulations in the last 3 years? If Yes provide details together with actions that have been implemented to prevent reoccurrences.	Yes / No
3.4	During the last 3 years has your organisation been involved (or currently involved) in any civil, statutory or industrial tribunals relating to Health and Safety matters? If Yes provide details	Yes / No
3.5	Do you have an environmental policy?	Yes/No
3.5.1	What are the key environmental impacts of the products and services that you would offer and what action have you taken to minimise these? Please expand on an additional page if necessary	
3.6	Does your organisation have policies for safe guarding young people and vulnerable adults?	Yes/No
3.6.1	Do these policies include staff recruitment and vetting, training of all staff and learners, dealing with allegations and concerns, whistle-blowing, and checking employers and workplaces where appropriate and based on assessment of risk	Yes/No
3.7	Does your organisation have a policy for preventing and dealing effectively with bullying and harassment?	Yes/No

4*	Diversity and Equality In order that we may make an assessment of your current Diversity & Equality status, please provide answers to the following questions. Please ensure that any supporting documentation is clearly marked with the name of the respondent and the number of the question to which the response refers. If you are a One Person Business (i.e. no employees except owner) then select OPB when given that option	
4.1	Is it your policy as an employer to comply with your statutory obligations under the Equal Pay Act and also under relevant equality legislation not to discriminate on grounds of Race, Economic Disadvantage, Gender, Age, Religious Belief, Disability, or Sexual Orientation under relevant UK legislation or equivalent legislation which applies in the countries in which your company employs staff	Yes / No
4.2	In the last 3 years has any finding of unlawful discrimination in ANY field been made against your organisation by the Employment Tribunal, The Employment Appeal Tribunal or any court or in comparable proceedings in any other jurisdictions or has your organisation been the subject of formal investigation (which had a negative finding) by relevant authorities (such as the Commission for Racial Equality) on the grounds of alleged unlawful discrimination? If the answer is Yes, please confirm what the unlawful finding(s) was/were and what corrective actions have been taken by your Company as a result. Please provide detail on an additional sheet.	Yes / No
4.3	In the last three years has any contract with your organisation been terminated on grounds of your failure to comply with either or both of: i) Legislation prohibiting discrimination or ii) Contract conditions relating to equal opportunities in the provision of goods, facilities or services? If yes, provide details of each occasion and state the corrective action you have taken. Please provide detail on an additional sheet.	Yes / No
4.4	Is it your practice NOT to discriminate directly or indirectly on grounds of Race, Economic Disadvantage, Gender, Age, Religious Belief, Disability, or Sexual Orientation in the provision of goods, facilities or services to the public?	Yes / No
4.5	Does your organisation have a policy on equality and diversity that goes beyond compliance with legislation in this area?	Yes / No
4.5.1	Does this policy promote diversity and make a commitment to raising achievement for all learners?	Yes / No
4.5.2	Does this policy cover all groups: gender; ethnic origin; age (where appropriate); disability; transgender; ex-offenders; any others identified as underachieving?	Yes / No

5	Insurance				
	Please provide details on your current insurance cover				
	Tenderers must note that a minimum cover of £5M Employers Liability and £2M Public Liability is required	Sums insured or Limits of Indemnity	Name of Insurer	Policy Number	Expiry date
	Public Liability				
	Employers Liability				
	Professional Liability				
	If not currently held, is the Applicant willing to obtain at least £5M Employers Liability and £2M Public Liability insurance cover?		Yes / No		

6	Financial Information
	<p>Please provide details of your organisations statutory financial statements.</p> <p>If you are unable to supply statutory financial statements because you have not traded for a sufficiently long period, you should supply a fully costed business plan which as a minimum should consist of a budgeted profit and loss account, balance sheet, cash-flow forecast and narrative of key assumptions made. Where available it would be helpful if management accounts incorporating a profit and loss account and balance sheet could also be included.</p> <p>The College will undertake a financial health check on your organisation using the following information:</p> <ul style="list-style-type: none"> • latest set of financial statements • credit rating • additional information from Companies House.

7	Capability and Previous Experience
7.1	<p>Please provide an overview of the company's existing business activities and main areas of expertise, including two examples of relevant services provided specifying the nature of the actions, the type of employers, size and sector and details of any specific results achieved that demonstrate the company's capability and capacity to fulfil the requirements of this tender exercise.</p>

8	References		
	<p>Please provide details of two references for recent contracts that are relevant to the College's requirement.</p> <p>Where possible at least one should be from the public sector.</p> <p>If you cannot provide two references, please explain why.</p>		
		Reference 1	Reference 2
8.1.1	Organisation name and address		
8.1.2	Customer contact name number:		
8.1.3	Customer contact e.mail address		
8.1.4	Date contract awarded:		
8.1.5	Contract reference and brief description:		
8.1.6	Value:		
8.1.7	Date contract was completed:		

Declaration

I/We certify that the information supplied in this application is complete and accurate to the best of my/our knowledge and belief.

I/We understand that it is a criminal offence punishable by fine or imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body. Any such action would empower the college to cancel any contract in force.

This document must be signed by a person with the authority to sign on behalf of the company and returned with your completed questionnaire.

Signed.....

Name (Print).....

Position.....

Date.....

Tender Application Form

Please answer all questions using the space provided. If there is insufficient space to complete your answers please submit them on separate sheets clearly cross referencing to the appropriate section of the ITT. If completing the document electronically you may enlarge the answer boxes to ensure you have sufficient space to respond.

Name of Tendering Organisation:

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1. Proposals to establish and deliver an effective service in accordance with the specification **Weighting 25%**

- 1.1 Describe your approach to the running of an accredited programme including but not limited to;
- your organisations curriculum planning
 - details of the courses you would offer under this contract
 - how the service be managed within your organisation
 - how learner and course information with be reported back to the college and how frequently
 - how enrolment documentation will be communicated back to the college and how frequently

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- 1.2 Provide a list of the assessors and tutors who you intend will deliver this qualification. Then provide details of the qualifications and competencies of these staff. Additional page(s) may be submitted if required.

2 Assurance of Continuity of Delivery Weighting 10%

- 2.1 What actions would you take to ensure that the service is always staffed by persons with the appropriate skills, qualifications and experience?

3. Approach to quality of provision and continuous improvement
Weighting 40%

- 3.1 Please detail the systems and procedures you would implement on this contract that would promote quality and continuous improvement?

- 3.2 A quality audit will be undertaken before any contract can be awarded. Please provide details of the person in your organisation responsible for quality so they can be contacted for clarification on the above if required, and to arrange a quality audit visit.

4. Achievement Rate

Weighting 25%

- 4.1 What achievement rate do you anticipate achieving for each of the courses you are able to deliver? Please specify by course.

- 4.2 Please provide evidence to support the achievement of these rates. Evidence should include but not limited to qualification rates and success statistics.

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5. Pricing

Weighting 0%

This service will be paid for in the following way.

Anticipated Funding Value	Less College Contribution	%	Maximum Amount Paid to the Provider
Commentary			

Form of Tender

1. I/We the undersigned acknowledge receipt of the following contract documentation:
 - a) Invitation to Tender and its enclosures
 - b) Specification
 - c) Terms and Conditions of Contract
2. I/We hereby offer to provide the services set out therein and perform, fulfil and keep all the obligations of the contractor in accordance with the provisions of the contract conditions, and the specification, all for the sums properly due under the contract as calculated in accordance with the price schedules submitted.
3. I/We confirm that I/We are fully conversant with all the contract documentation, and that this tender is submitted strictly in accordance with that contract documentation and that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause the Tender to be rejected.
4. In the event that this Tender is accepted, I/We undertake to execute a formal contract with the College embodying all of the terms and conditions contained within the contract documentation. Unless and until a formal agreement is executed, this Tender together with the College's written acceptance shall constitute a binding Contract between us.
5. I/We understand that the College is not bound to accept the lowest or any tender it may receive, and that the College reserves the right to discontinue the award procedure in the event of irregular tenders or in the absence of appropriate tenders.
6. I/We agree to bear all costs incurred by me/us in connection with the preparation and submission of this Tender and to bear any further costs incurred by me/us prior to the award of any contract.
7. I/We confirm that the person whose signature is appended to this Tender is a duly authorised signatory of our Company and has full and legal authority to sign this Tender on behalf of our Company.

Signed for and on behalf of the Tenderer:

Signed: _____

Position/Status: _____

Company Name: _____

Address: _____

Date Signed: _____

Non Collusion and Non Canvassing Certificate

1. We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:
 - a) Communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
 - b) Enter into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted.
 - c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to any other tender or proposed tender for the said work any act or thing of the sort described above.
2. We further certify that the principles described in paragraph 1 above have been, or will be, brought to the attention of all sub-contractors, suppliers and associate companies providing services or materials connected with the tender, and any contract entered into with the sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
3. We further certify that no attempt has been made directly or indirectly to canvass or solicit any member, officer or employee of the College concerning the award of the contract which is the subject of this Invitation to Tender.
4. In this certificate, the word "person" includes any persons and any body or association, corporate or otherwise; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.
5. I confirm that I accept any breach of the conditions of this Declaration of Bona Fide Tender will inevitably lead to the termination of the Contract.

Signed: _____

Position/Status: _____

Company Name: _____

Address: _____

Date Signed: _____

Conflicts of Interest Declaration

I/We warrant that:

1. There **would be no** conflict or perceived conflict of interest in relation to the personnel or type of work involved in this contract.

Signed: _____

Position/Status:

Company Name: _____

Address:

Date Signed: _____

I / We warrant that:

2. There could be a possible conflict or perceived conflict of interest in relation to the personnel or type of work involved in this contract.

Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on this contract.

--

Signed: _____

Position/Status:

Company Name: _____

Address: _____

Date Signed: _____

Standard College Terms and Conditions and Special Conditions of Contract

SUBCONTRACTING AGREEMENT

THIS AGREEMENT is made on

BETWEEN

- (1) Leicester College, Freeman's Park Campus, Welford Road, Leicester LE2 7LW ('the College')
- (2) [] ('the Subcontractor')

The Period of Agreement is 1 August 2018 to 31 July 2019.

Introduction and Recital of Intention

WHEREAS

- (A) The College is a Further Education Corporation concerned with the provision of training to students.
- (B) The Subcontractor is in a position to assist the College in providing further and/or higher education and training.
- (C) The College wishes to provide education and training to the students by making use of the services of the Subcontractor.
- (D) The College and the Subcontractor have agreed that their relationship should be governed by a legally binding contract and the agreed terms of this Agreement are those set out in this Agreement.

NOW THE PARTIES AGREE AS FOLLOWS

1 DEFINITIONS

- 1.1 In this Agreement the following words and expressions shall have the following meanings:

- **‘Academic Year’** means a year running from 1 August in one calendar year to 31 July in the following calendar year;
- **‘Achievement’** means achievement of a Qualification by a student as evidenced by the provision of **‘Achievement Evidence’**;
- **‘Achievement Evidence’** means evidence produced by the Subcontractor to the College in a form satisfactory to the College and comprising evidence produced by an external examination body (certified as true and accurate by an authorised representative of the Subcontractor) setting out the names of Students who have attained a Qualification;
- **‘the Agency’** means the Education and Skills Funding Agency and /or of Office for Students (OfS) (as the case may be);
- **‘Agreement’** means all parts of this agreement and includes the Schedules incorporated into it;
- **‘Assessors’** means the staff of the Subcontractor, or people who are under the direct control of the Subcontractor as employees, including volunteers, engaged partly or wholly in the provision of the Programme to Students;
- **‘Attendance’** means the attendance of a student on a Programme as evidenced by the provision of the Individual Student Attendance Record; or other evidence of delivery and contact hours. (See also 6.1a).
- **‘Individual Student Attendance Record’** means a record, in relation to each Enrolled Student, that shows the Student’s attendance and type of activities on the relevant Programme or other evidence of delivery and contact hours, or that Student’s withdrawal from the Programme (as the case may be);(See also 6.1a);
- **‘Commencement Date’** means 1 August 2018;
- **‘Data Controller’** has the meaning set out under the Data Protection Legislation;
- **‘Data Processor’** has the meaning set out under the Data Protection Legislation;
- **‘Data Protection Legislation’** means (i) the Data Protection Act 1998 and, for the periods when they are in force, (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) and the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing laws as amended from time to time, and (iii) the Data Protection Act 2018;
- **‘Data Subject’** has the meaning set out in the Data Protection Legislation;

- **‘Enrolled’** means, in relation to a Student, a person who has been enrolled in accordance with the terms of this Agreement and in respect of whom the College has notified the Subcontractor that such Student has been enrolled with the College, and ‘Enrol’ and ‘Enrolling’ will be construed accordingly;
- **‘Enrolment Guidelines’** means the guidelines for enrolment provided to the Subcontractor or such other enrolment guidelines as the College notifies in writing to the Subcontractor from time to time;
- **ESFA** means the Secretary of State for Education, acting through the Education and Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT;
- **‘Funded Student’** means a student whose training is intended to be funded in part or in full by the Agency;
- **‘Funding’** means the funding provided to the College by the Agency in accordance with the Guidelines in relation to the Programme and the provisions of this Agreement;
- **‘Good Industry Practice’** means the exercise of such degree of skill, diligence and care which would reasonably and ordinarily be expected from a skilled and experienced provider engaged in the discharge of their usual business (as the context so dictates) under the same or similar circumstances as those applicable to this Agreement;
- **‘Guidelines’** means the procedures, rules and requirements from time to time laid down by the Agency for use by the College in applying for the Funding, the current guidelines being entitled ‘Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules, 2018 to 2019, and other related guidance booklets available from the Education and Skills Funding Agency and its website at <https://www.gov.uk/government/organisations/education-and-skills-funding-agency> or from the OfS on its website https://www.officeforstudents.org.uk/media/1286/ofs-rfip-b3_ofs-terms-and-conditions-of-ofs-funding-for-heis-to-31-july-2019.pdf
- **‘Intellectual Property’** means any intellectual property belonging to the College including, by way of illustration only, copyright in forms, course materials, marketing materials and unregistered trade and service marks made available by the College to the Subcontractor in connection with the provision or promotion of the Programme and also including the Trade Marks and the Intellectual Property described in Schedule 9;
- **‘Know-how’** means the non-patented practical information and expertise provided by the College to the Subcontractor;

- **‘Liability’** means all and any liability, costs, losses, expenses or damages suffered or incurred by the College and all and any claims made against the College;
- **‘Month’** means a calendar month;
- **OfS** means the Office for Students or such other statutory or non-statutory body responsible for regulating the higher education sector from time to time and all matters currently assigned to the OfS under the Accountability Statement;
- **Ofsted** means the Office for Standards in Education, Children’s Services and Skills Piccadilly Gate, Store Street, Manchester, M1 2WD or such other statutory or non-statutory body responsible for carrying out its functions from time to time (including but not limited to the regulation of the further education sector, teacher training in the higher education sector and all matters assigned to it under the Accountability Statement);
- **‘Payments’** means the payments due under the terms of this Agreement from the College to the Subcontractor in relation to the Programme or Programmes;
- Personal Data has the meaning set out in the Data Protection Legislation;
- **‘Premises’** means the premises referred to in Schedule 4 to the Agreement or such other premises as are agreed between the parties from time to time;
- **‘Price’** means the sums payable by the College to the Subcontractor in relation to the Programme, which sums are calculated in accordance with Schedule 1 to this Agreement;
- **‘Programme’** means an individual learning programme provided by the Subcontractor which programme is aimed at the Student achieving the qualifications identified in Schedule 2 to this Agreement;
- **‘QAA (Quality Assurance Agency for Higher Education)’** means the Quality Assurance Agency for Higher Education, company number 03344784 with registered office Southgate House, Southgate Street, Gloucester, Gloucestershire, GL1 1UB or such other statutory or non-statutory body responsible for carrying out its functions from time to time (including but not limited to monitoring and improving quality in the higher education sector and all matters assigned to it under the Accountability Statement);
- **‘QAA UK Quality Code’** means the code published by the QAA which sets out the expectations that all providers of UK higher education are required to meet.

- **‘Qualification’** means any qualification that is approved within the Agency funding regulations and is approved to be delivered under this Agreement and detailed in Schedule 2. This has to be awarded by an external examination body to students who have completed a programme and met that external examination body’s criterion for awarding the relevant qualification;
 - **‘Quality Standards’** shall mean the standard expected of a skilled and competent provider of the kind of training which makes up the Programme(s) including the QAA and the QAA UK Quality Code;
 - **‘Student’** means a person who is enrolled or is to be enrolled and who receives the training in a Programme;
 - **‘Trade Marks’** means the registered trademarks belonging to the College or otherwise made available for use by the Subcontractor pursuant to this Agreement:
 - as listed in Schedule 9;
 - as notified by the College to the Subcontractor from time to time;
 - **‘Adult Education Budget’** and terminology and eligibility for delivering qualifications are detailed in the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules, 2018 to 2019;
 - **Tutors/Assessors** means the staff of the Subcontractor, or people under the direct control of the Subcontractor as employees, including volunteers;
 - **‘Year’** means each successive 12 month period commencing on the Commencement Date or any subsequent anniversary of it.
- 1.2 In this Agreement, unless the context otherwise requires, references to the singular include the plural and vice versa; any reference to a person includes a body corporate and words importing one gender include both genders.
- 1.3 The headings in this Agreement are for ease of reference only but do not form part of the Agreement and will not be taken into account when construing it.
- 1.4 References to Schedules, Clauses or Conditions are references to schedules, clauses, appendices or conditions of this Agreement.

2 PRINCIPAL OBLIGATIONS

- 2.1 The Subcontractor will provide the Programme(s) to the Students on behalf of the College in accordance with the terms and conditions of this Agreement.
- 2.2 The Programme(s) will be as set out in Schedule 2.
- 2.3 The College will pay the Subcontractor the sums due in accordance with the terms and conditions of this Agreement in relation to each Student provided with a Programme.
- 2.4 Subject to the Subcontractor fulfilling the obligations set out in this Agreement, the College shall use its reasonable endeavours to recover sums in respect of the fees from the ESFA (as the case may be).
- 2.5 In addition to any remedy available to the College under the law, the Subcontractor shall reimburse the College (on an indemnity basis) for all costs arising from any breach of this Agreement including but not limited to administrative and management costs, the cost of enforcing this Agreement and the cost of obtaining replacement services to deliver the Programmes.

3 DURATION OF THE AGREEMENT

- 3.1 This Agreement will commence on the Commencement Date and continue for the period specified unless terminated before that time in accordance with the terms and conditions set out in this Agreement.

4 PAYMENT TERMS

- 4.1 Payment will be made, by the College, on completion of the Programme for each individual student, or as set out in Schedule 8 to this Agreement.
- 4.2 The Price will be calculated in accordance with Schedule 1 and 2. The prices may be subject to change, if during the duration of the Agreement, the funding rates are amended on the Learning Aims Search. Amendments in funding rates will be applied to this Agreement.
- 4.3 No payment will be made in relation to the participation in a Programme of any Student who:
 - a) has not been enrolled in accordance with the provisions relating to enrolment contained in this Agreement; or
 - b) is a student considered under the Guidelines to be fully funded by a source other than the Education and Skills Funding Agency or funded by the Education and Skills Funding Agency more than once in relation to the same Programme.

- 4.4 No payment will be made in relation to a Student where the Subcontractor has failed to notify the College of any relevant Attendance or Achievement by that Student in accordance with the provisions of this Agreement.
- 4.5 Each month the College will send the Subcontractor a Funding Report detailing Students on programme and the Subcontractor Funding Earned in period and year to date. The report is derived from the funding return submitted to the Agency. Upon agreement of the funding earned, the Subcontractor will denote on the report the last assessment date of the Student and the progress towards completing the programme by the planned end date. Invoices will not be authorised until the report has been completed, returned to the College and agreed by the Director of Re-Engagement and the Subcontractor.
- 4.6 The College will not be under any obligation to make payment to the Subcontractor in respect of Students or Amounts of Money over and above any upper limit on the number of Students or Amounts of Money (as the case may be) permissible on the Programme(s) which is agreed between the parties as set out in Schedule 3.
- 4.7 If the College pays the Subcontractor in relation to any Student who is subsequently demonstrated not to be eligible for payment of the Funding by the Agency, or the College, the College will be entitled to be fully refunded by the Subcontractor. At the discretion of the College such refund will either be payable within 30 days of notice by the College to the Subcontractor or may be deducted from the price payable in relation to the subsequent Payment Period.
- 4.8 If the Agency shall for any reason whatsoever (being a reason outside the control of the College) refuse or fail to pay the fees of any Funded Student, or adjust levels of funded learning, the College shall have the right to adjust the maximum number of students and/or levels of funding per student within Schedule 3 of this Agreement. In such situations, the College will inform the subcontractor in writing and issue a variation to the Agreement. The College shall be under no obligation to pay any part of the Price relating to Students over and above that stated in the variation to the Agreement, to the Subcontractor, and any overpayment relating to the said Funded Student shall be fully refunded to the College by the Subcontractor in accordance with the terms of clause 4.6 above.

5 FUNDING

- 5.1 In order for the College to comply with its obligations to the Agency, to obtain Funding and to give effect to the provisions and the spirit of this Agreement, the Subcontractor agrees that it will cooperate fully with the College to enable the College to comply with any requirements of the Agency, and in particular the Subcontractor will procure that all relevant forms, agreements, applications or other documents which are required to

be sent to the Agency are, if necessary, completed and signed by the relevant authorised officer of the Subcontractor.

- 5.2 The Subcontractor will not do anything which will cause the College to be in breach of its obligations under its Funding Agreement and Financial Memorandum with the Agency (as those obligations are set out from time to time in the Guidelines) or which will result in any of the general conditions of funding as set out in the Guidelines not being met by the College.
- 5.3 The Subcontractor will notify the College immediately in writing if at any time after a student has been enrolled it becomes aware or suspects that such Student is considered, in accordance with the Guidelines, to be funded publicly by a source other than the Agency or to be funded by the Agency more than once in respect of the same Programme.
- 5.4 The College is responsible for ensuring that the Programmes are those approved by the Secretary of State under Section 3(1) of and Schedule 2 to the Further and Higher Education Act 1992.
- 5.5 Subcontractors do not hold the right to use payments made under the Agreement as match funding for European Social Fund Co-Financing Projects.

6 PROVISION OF RECORDS AND INFORMATION

- 6.1 Throughout the term of this Agreement the Subcontractor will keep the following records and information:
 - (a) a record of attendance of Students who attend a Programme, or evidence of delivery and contact hours (to include evidence of the minimum number of guided learning hours) which record is to be compiled contemporaneously with every session of tuition or assessment given as part of a Programme;
 - (b) a record of each scheduled tuition or assessment session that is cancelled, if any, and a note setting out in full the reasons for cancellation;
 - (c) a written note of each complaint made by a Student in relation to any aspect of the provision (and including, without limitation, complaints made against subcontractors' employees or in respect of the quality of the Programme(s) or any part of it; the premises at which any part of the Programme(s) is or has been provided; or health and safety matters), along with the original of any letter or other document recording or notifying that complaint. Where a complaint has not been resolved to the satisfaction of the complainant the Subcontractor will advise the complainant of their right to complain to the Director of Re-engagement at the College.

- (d) a record of any other apprenticeship and/or Adult Education Budget agreements entered into by the Subcontractor (including the names and addresses of any other apprenticeship and/or Adult Education Budget partners; those current and all others entered into within three years prior to the commencement of this Agreement); this record to be updated in writing by the Subcontractor to each College on each occasion that changes are made to partnership arrangements, including the termination of any agreement; or the onset of any new or extended agreement; or any person who is an associate (as defined by section 435 of the Insolvency Act 1986 of the Subcontractor;
 - (e) any other records and information specified elsewhere in this Agreement;
 - (f) any other records and information as the College may from time to time reasonably require the Subcontractor to keep, such requirements to be notified in writing to the Subcontractor.
- 6.2 The record of attendance and the record of cancellation referred to respectively in Clauses 6.1(a) and 6.1(b) above will be made available at all times for inspection by an authorised representative or representatives of the College and/or the Agency from time to time.
- 6.3 The note of complaint made by Students and the other documents referred to in Clause 6.1(c) above must be sent to the College as soon as possible after such complaint is made.
- 6.4 The information and records referred to in Clause 6.1(d) above must be provided or made available (as the case may be) to the College (or any of its authorised representatives) or to the Agency (or any of its authorised representatives) at the time and in the format specified in this Agreement in relation to such information and records, or at such other times and in such other format as the College may reasonably require from time to time by giving written notice of its requirements to the Subcontractor.
- 6.5 The information and records referred to in Clause 6.1(e) above must be provided or made available (as the case may be) to the College (or any of its authorised representatives) or to the Agency (or any of its authorised representatives) at the time and in the format reasonably notified by the College from time to time by written notice to the Subcontractor. Records should be retained until December 2030 for this purpose in order to comply with the requirements for ESFA match funding.
- 6.6 Where any records or information are required to be sent to the College in accordance with this Clause 6 or any other clause of the Agreement, such records or information must (unless otherwise stated in this Agreement or by written notice from the College to the Subcontractor) be sent to the address and for the attention of the person specified in Clause 23 (Notices) below.

- 6.7 The Subcontractor warrants that all information provided or made available to the College and/or the Agency pursuant to this Clause 6 or any other clause of the Agreement will be true and accurate in all material respects.
- 6.8 The Subcontractor further warrants that all information regarding the Subcontractor's past experience and other matters which were disclosed to the College in order to enable the College to assess whether to enter into this Agreement (all of which information the Subcontractor acknowledges was relied on by the College) was true and accurate in all material respects and that nothing which would reasonably be likely to alter the College's decision to enter into this Agreement was withheld or misrepresented.

7 CONTROL OF THE PROGRAMME(S)

- 7.1 The College is at all times to be in control of all aspects of the Programme(s). The Subcontractor will comply with the College's reasonable requests in respect of any aspect of the Programme(s). Without prejudice to the generality of the foregoing, the Subcontractor shall comply with the following obligations.

7.2 Enrolment

- 7.2.1 The Students will be enrolled as students of the College by the College and will be informed of this at enrolment. Where necessary due to funding eligibility criteria, the College shall direct the Subcontractor as to who is to be a Student and to receive a Programme. The Subcontractor acknowledges that it is not the College's agent for the purpose of enrolment and the decision as to whether a person shall be enrolled as a Student is for the College alone. This only applies where the Student is not eligible for funding.
- 7.2.2 The College may, in its absolute discretion, from time to time allow the Subcontractor to select persons for the College to enrol as Students from a category or categories of individuals highlighted to the Subcontractor by the College, provided that should the College exercise this right that shall be without prejudice to the College's right, based on funding eligibility criteria only, to accept or reject persons for enrolment as it sees fit.
- 7.2.3 The initial guidance and assessment of Students and potential Students shall be carried out by such staff of the Subcontractor as the College may direct. The College shall specify the form, which the said initial guidance and assessment shall take, including but not limited to the form of the Learning Agreement which shall be entered into at that time. The terms of the Learning Agreement shall form part of the specification of the Programme(s).

- 7.2.4 The subcontractor must provide the College evidence of starts within one calendar month.

7.3 Provision

- 7.3.1 The Subcontractor will only use Tutors/Assessors who have previously been approved in writing by the College (such approval not to be unreasonably withheld) and will supply to the College all information which the College reasonably requests in order for it to decide whether to give such approval. In addition:

- a) the Subcontractor will provide the College with evidence of the employment relationship between the Subcontractor and the Assessors, including where the Assessors are self-employed contractors;
- b) staff seconded from the Subcontractor to the College shall be under the direct control of College management and available to undertake duties other than those relating specifically to the Subcontractors provision;
- c) Subcontractors may not further subcontract provision (second level subcontracting) to other organisations without the consent of the Agency via the College in advance of entering into any arrangements.

- 7.3.2 The provision made shall be as specified by the College at Schedule 2. The College shall have the right in its sole and absolute discretion to alter all or any part of the specification set out in Schedule 2 at any time, provided that such right shall not be unreasonably exercised.

- 7.3.3 The Subcontractor must cooperate fully with the College to enable the College to communicate freely with the Students and to allow the Students to take advantage of the facilities (including but not limited to the Programme(s)) offered by the College. In particular the Subcontractor must provide access to information and support available from Leicester College to all students, details of which are on the College's website or from Student Services, whether before he/she is enrolled or at any time or times afterwards.

- 7.3.4 The Subcontractor will ensure that all members of the subcontractor's staff engaged in the delivery of a programme will comply with the programme delivery standards, as directed by the College, at all times. Should this not be the case, the Subcontractor and the College will work together to take appropriate action to resolve any issues in this regard. The Subcontractor shall cooperate fully with the College in this respect, and in particular shall enable the College to investigate any complaint made against any of the Subcontractor's staff so engaged and shall cooperate in any such investigation and its outcome.

- 7.3.5 Following appropriate investigation, the College shall be entitled to require the Subcontractor to reprimand, or suspend or remove from providing any or all Programme(s), any member of the Subcontractor's staff involved with the Programme(s). The Subcontractor shall ensure that any member of its staff without a contract of employment, including Agency, volunteer or contract workers who will provide services for the Subcontractor on behalf of the College, has any necessary qualifications, is medically fit and is not barred from employment as an tutor/assessor.
- 7.3.6 Whilst they are receiving a Programme the Subcontractor acknowledges that the Students are subject to the rules of the College and entitled to use the facilities and benefits of the College.
- 7.3.7 The Subcontractor shall be responsible for their staff who deliver the provision as detailed in this Agreement, to be appropriately trained and for meeting any legal requirements to be appropriately qualified. The provider's staff shall have access to appropriate staff development events organised by the College (subject to such conditions as the College shall deem necessary).
- 7.3.8 The Subcontractor shall ensure that all Students are aware of:
- (a) their status as students of the College,
 - (b) their right to complain to the College about any aspect of a Programme,
 - (c) how such a complaint may be made, and
 - (d) the fact that such complaint cannot lead to action being taken against the Student by the Subcontractor.
- The Subcontractor in particular undertakes that no Student who makes a complaint to the College relating to a Programme shall suffer any disadvantage as a result.
- 7.3.9 The Subcontractor must provide the College evidence of students leaving the programme within two calendar months.
- 7.3.10 The Subcontractor must provide the Programme(s) in accordance with the College's quality assurance arrangements and, in respect of providing the Programme(s), comply at all times with the College's quality assurance processes.
- 7.3.11 The Subcontractor must meet the requirements of inspection criteria as assessed by Ofsted.
- 7.3.12 It is the responsibility of the Subcontractor to minimise dropout rates and deliver high completion and achievement rates, and appropriate

progression. Target overall achievement rates must be above national achievement rates; targets for individual programmes will be set and agreed with the Subcontractor.

- 7.3.13 Subcontractors must complete an Improvement Plan which is informed by a self-assessment. The College will provide a template assessed against Ofsted's Common Inspection Framework for completion; this must be received by the date agreed with the Subcontractor.
- 7.3.14 If at any time the Subcontractor has not, in the College's reasonable opinion, met the College's quality assurance guidelines or complied with its quality assurance processes, then the College will notify the Subcontractor of that fact and give reasons for its opinion and the Subcontractor will then have an opportunity to remedy the problem provided that if, within a reasonable time after receiving notice from the College, it has not remedied the problem to the College's reasonable satisfaction, the College will be entitled to terminate this Agreement immediately upon written notice to the Subcontractor. If the Agreement is terminated in accordance with this clause, then the provisions as to the consequences of termination as set out in this Agreement will apply
- 7.3.15 Students will not be funded for repeat qualifications they have previously achieved. This includes qualifications that act as proxy or a concession.
- 7.3.16 The Subcontractor may not use the funding from the Education and Skills Funding Agency detailed in this Agreement to make bids or claims from any European source of funding on its own behalf or on behalf of the Education and Skills Funding Agency without obtaining consent in writing from the Education and Skills Funding Agency via the College.
- 7.3.17 This agreement is subject to the clauses relating to the European Social Fund, even if the provision is not funded by the European Social Fund, as stated in Schedule 11.
- 7.3.18 If there is any evidence of current or historic irregular financial or delivery activity the Subcontractor must inform the College. Irregular financial or delivery activity could include but is not restricted to:
- a) non-delivery of training when funds have been paid
 - b) sanctions imposed on the Subcontractor by the awarding organisations.
 - c) an inadequate Ofsted grade
 - d) complaints or allegations by students, people working for the Subcontractor or other relevant parties
 - e) allegations of fraud.

7.3.19 In accordance with the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules 2018 to 2019, Subcontractors must be on the Register of Training Organisations if they already hold contracts with an overall value of £100,000 or above per academic year with one or more directly funded providers, or if the subcontract from the College would take the total value of their contracts over £100,000.

7.3.20 In accordance with the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules 2018 to 2019, Subcontractors must be on the UK Register of Learning Providers (UKRLP) and hold a valid UK provider Reference Number (UKPRN) which must be provided to the College.

7.3.21 In accordance with the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules 2018 to 2019, Subcontractors should work towards achieving the Matrix Standard accreditation within 12 months of the start of the Agreement. Once achieved the Matrix Standard accreditation is valid for three years. On an annual basis, the Subcontractor is required to successfully demonstrate their continuous improvement activities to their Matrix Assessor through the use of the online Self Reflection Tool on an annual basis.

7.4 Assessment

7.4.1 All aspects of the assessment of the Students shall be carried out in accordance with the directions given from time to time by the College. The College shall have the right to carry out or observe any such assessments, or any part of such assessments, itself, or to delegate such assessments or any part thereof to the Subcontractor's staff.

8 MONITORING AND COMPLIANCE

8.1 The Subcontractor will at all times allow any authorised representative of the College and/or the Agency:

- (a) to attend during the provision of any part of a Programme, or during any activity relating to the provision of a Programme; and
- (b) access to premises and every part of such premises where tuition/assessment is or has been provided by the Subcontractor; and
- (c) access to facilities used in or for the provision or in connection with any part of a Programme;
- (d) to conduct interviews with students
- (e) to observe the delivery of the Provision

- (f) access to services thus complying fully with all relevant rules and regulations of the Education and Skills Funding Agency in force from time to time
- (g) must allow the Education and Skills Funding Agency and any other person nominated by the Agency to access to its premises and all documentation related to the delivery of provision funded by the Education and Skills Funding Agency

for the purpose of ensuring compliance with this Agreement; enabling the College to give directions to the Subcontractor under Clause 7.1 above; monitoring the standard of any part of the Programme(s) and the way in which it is provided; and/or conducting an audit of the Subcontractor's management and/or financial procedures and controls.

- 8.2 The Subcontractor agrees to provide the Programme(s) in accordance with the Quality Standards and so as to comply with any other standards and/or requirements of the College which may be notified in writing to the Subcontractor from time to time including, without limitation, those requirements set out by the College which shall apply, mutatis mutandis, to the Subcontractor as it does to the College.
- 8.3 The Chief Executive Education and Skills Funding Agency, has the right to enforce the terms of the Agreement.

9 STUDENT HEALTH, SAFETY, WELFARE AND LIABILITY

- 9.1 The Subcontractor shall inform the College's Health and Safety Advisor of injuries and diseases to students within the scope of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 and fatal road traffic accidents.
 - (a) In the case of fatal accidents and 'major injuries' (as defined in RIDDOR) – informing the College's Health and Safety Advisor by telephone or email immediately the Subcontractor becomes aware of the event; and
 - (b) All RIDDOR events – sending to the College's Health and Safety Advisor a completed student incident record within 5 days of the Subcontractor becoming aware of the event.
- 9.2 The Subcontractor will notify the College immediately upon the occurrence of any of the following:
 - a) Any incident which the provider might reasonably believe need to be notified by the College to its insurers to enable the College to bring a claim under its insurance policies;

- b) Any injury to any person or any loss of or damage to property which occurred during the provision of any part of a programme or on any premises where a programme is or has been held or in circumstances where there is any possibility that the Subcontractor and/or the College may be liable, wholly or partly, for such injury, loss or damage.

For the avoidance of doubt, any event to be notified to the College pursuant to this clause 9.1 must be notified to the College by the quickest means possible in the circumstances and must be followed up as soon as possible by written notice to the College setting out in full all relevant details and parties.

- 9.3 The College acknowledges that it is directly responsible to each enrolled Student for compliance with health and safety legislation during delivery of a programme but the Subcontractor agrees that it will comply with all relevant requirements relating to health and safety. See also Schedule 7, section 7.12.
- 9.4 The Subcontractor shall co-operate with and provide information to the College as requested, to give assurance that adequate arrangements exist for student health and safety, to enable the College to review student incidents and to assist the College with regard to its policy on student health and safety. The Subcontractor shall ensure that learning takes place in safe, healthy and supportive environments which meet the needs of students and, in doing so, shall:
 - a) Operate an effective health and safety management system, which continually seeks to raise standards. (The College will use Health and Safety Executive (HSE) publication HSG65 “Successful Health and Safety Management” as a benchmark when evaluating the arrangements of the Subcontractor).
 - b) Promote good practice and, in particular, the concept of the ‘safe student’. This includes students, through the quality of their learning, gaining an understanding of health and safety, the identification and control of risk, and developing a set of safe behaviours.
 - c) As a minimum, meet the College’s health and safety procurement standard for student health and safety. The College shall periodically review suitability as an integral part of the quality of the learning being delivered.
 - d) Ensure it has access to persons sufficiently competent in health and safety and the occupational area to meet its obligations in respect of student health safety and welfare.
 - e) Maintain adequate records in relation to student health and safety including: risk assessments; assessments of employer/environment

suitability; agreements or commitments on health and safety with employers and students; information relating to harm to students; and records of assessments, monitoring and reviews of student health and safety understanding/capabilities.

- f) Take account of relevant Health and Safety Executive guidance and other sources of good practice.
 - g) Ensure students receive effective and timely information, instruction and training and effective supervision based on an assessment of risk.
 - h) In the case of students below the minimum school leaving age, students under 18 and/or students with special needs, the environment in which the learning is delivered should be such that risks have been reduced to the lowest level practicable.
 - i) Ensure that students' understanding and practical capabilities relating to health and safety are periodically assessed based on an assessment of risk.
- 9.5 The Subcontractor shall adopt recruitment processes that comply with the law and will ensure that children and vulnerable adult students are protected. Where appropriate, Subcontractor staff will be trained in Safeguarding and Protection of Children and Vulnerable Adults and the Prevent duty to comply with the law.
- 9.6 The Subcontractor will conduct enhanced Disclosure and Barring Services (DBS) checks on all staff that are in contact with students. The DBS check needs to be cleared prior to the staff being in contact with students. DBS registration reference numbers and dates will be supplied to the College prior to contracting. The Subcontractor will notify the College in writing of changes to personnel delivering the Agreement and their relevant DBS registration numbers and dates.
- 9.7 The Subcontractor shall make arrangements to co-ordinate and co-operate effectively for reasons of student health, safety and welfare with their employees. In particular, respective responsibilities shall be clearly identified and documented as appropriate, to ensure understanding.
- 9.8 The Subcontractor will indemnify the College fully in respect of any liability which arises as a result of any act of omission on the part of the Subcontractor (including, without limitation, any non-compliance with health and safety legislation) except to the extent that such liability is due to a negligent act or omission on the part of the College.
- 9.9 The Subcontractor shall:
- 9.9.1 promptly will comply with all requirements relating to:

- (i) European Structural and Investment Funds as set out in Schedule 11;
 - (ii) Provide to the College data so that its data returns to the ESFA/OfS accurately reflect delivery information;
 - (iii) Provide to the College with sufficient evidence to allow it to:
 - a. assess the Subcontractor's performance against Ofsted's Common Inspection Framework or the requirements of the QAA Quality Code; and
 - b. prepare its self-assessment report in accordance with the funding requirements set out in clause 5.including appropriate evidence;
- 9.10 The Subcontractor will comply with at all times legislation on immigration, The Bribery Act 2010, human rights, Modern Slavery, and equality and diversity and will be expected to provide evidence of compliance.

9A DATA PROTECTION AND FREEDOM OF INFORMATION

- 9A.1 The Subcontractor acknowledges that the College is subject to the requirements of the Data Protection Legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, all as amended or replaced from time to time. The College acknowledges that the Subcontractor is subject to the requirements of the Data Protection Legislation as amended or replaced from time to time.
- 9A.2 The Subcontractor shall offer such prompt and reasonable assistance to the College as the College may request from time to time, to assist it in complying with its information disclosure obligations under the legislation at Clause 9A.1.
- 9A.3 The College and the Subcontractor acknowledge that each Party is individually a Data Controller in respect of any Personal Data processed by it and each agrees to comply with its obligations under the Data Protection Legislation.
- 9A.4 In the event that one Party wishes to exchange Personal Data with the other Party then that Party (the requesting Party) shall make a written request to the other Party setting out why it considers such a transfer to be compliant with the Data Protection Legislation. It shall be for the other Party to determine whether it is willing to exchange such data in accordance with its obligations under the Data Protection Legislation. The Parties will where possible in order to facilitate the exchange of information anonymise or aggregate such information to the degree that it does not identify any individual. The Parties may agree additional terms or conditions upon which such data is to be shared.
- 9A.5 The Parties shall and shall procure that any of their staff and agents involved in the provision of this agreement and any sub-contractor shall

comply with their obligations under Data Protection Legislation and shall enter into appropriate arrangements with third parties.

- 9A.6 Upon the termination or expiry of this agreement each Party shall ensure that all Personal Data held by it shall be up-to-date and accurate. Where it is necessary in order for the efficient transition of services to the other Party or to a third party to be achieved then the transferring Party shall, having first satisfied itself that such transfer is compliant with all laws, transfer current and required Personal Data to the other party or to the third party in a secure manner and shall take all reasonable steps, at its own cost, to provide the Personal Data in a usable and compatible format.
- 9A.7 Historical personal data shall be retained by the Parties in accordance with legal retention requirements. Personal Data which cannot be lawfully retained shall be securely deleted in accordance with Data Protection Legislation and Good Industry Practice.
- 9A.8 For the avoidance of doubt, it is stated here that neither Party is a Data Processor on behalf of the other Party in furtherance of their obligations under this agreement. In the event it is established at any time during this agreement that Personal Data is to be processed by the one party on behalf of the other, the parties shall:
- (i) immediately enter into a data processing agreement on reasonable terms to be determined by the College to ensure full compliance with Data Protection Legislation; and
 - (ii) indemnify and keep the other party indemnified in full for any and all consequences (including a Personal Data breach) arising as a result of that party's failure to comply with any of its obligations under this clause 9A.1.
- 9A.9 Failure by the Subcontractor to enter into a data processing agreement in accordance with clause 9A.8(i) shall be deemed a material/serious breach which shall entitle the College to immediately terminate the agreement without consequence or any liability under this agreement;
- 9A.10 Any clause in this Contract limiting a party's liability in respect of any obligations, claims, losses, damages or otherwise under the Data Protection Legislation shall not apply.
- 9A.11 Each Party (the indemnifying Party) agrees to fully indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure by the indemnifying Party or its employees or agents or sub-contractors to comply with their obligations under this Clause 9A.

9A.12 Where the Subcontractor receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 relating to the operation of this agreement, the Subcontractor shall promptly pass the request to the College and shall not respond directly to any such request without the College's prior written consent.

9A.13 Each Party acknowledges and undertakes to comply with their respective data protection obligations contained in Schedule 10.

10 INSURANCE

10.1 The Subcontractor will maintain adequate third party and occupier's liability insurance (with a minimum cover per claim as specified in Schedule 5).

10.2 The Subcontractor will maintain adequate insurance to cover the risks specified in Schedule 5. Such insurance will be taken out with a minimum cover per claim as specified in Schedule 5.

10.3 The Subcontractor will, upon request by the College, immediately produce to the College a certified copy of all its insurance policies taken out pursuant to this Agreement and satisfactory evidence that all premiums under such policies are paid to date.

11 COOPERATION AND REPUTATION

11.1 The College and the Subcontractor agree to use their respective best endeavours to meet on the date and at the place specified in Schedule 6 or on such other dates and/or at such other place as are agreed between them (provided that in the absence of agreement the date and place specified in Schedule 6 will continue to apply) in order to discuss any matters arising from this Agreement and the provision of the Programme(s). The frequency of the visits will be determined by the risk banding category of the Subcontractor.

11.2 The Subcontractor acknowledges that as Students will be enrolled with the College, the College's reputation is at stake and, accordingly, the Subcontractor agrees that:

(a) it will not do anything which brings the reputation of the College into disrepute or which is calculated or is reasonably likely to bring the reputation of the College into disrepute;

(b) it will provide the Programme(s) in accordance with current best working practice subject always to the College's right to direct how the Programme(s) will be provided;

(c) it will do everything it reasonably can to promote the name and reputation of the College;

- (d) it will comply with all requirements of the College notified to it from time to time in relation to the provision of the Programme(s) or any part of it;
 - (e) it will not assign or purport to assign any of its rights under this Agreement nor subcontract to any third party any part of the provision of the Programme(s);
 - (f) it will not do or fail to do anything which materially prejudices or is likely materially to prejudice the ability of the Subcontractor to comply with the terms of this Agreement.
- 11.3 The College acknowledges that although Students will be enrolled with the College, the Subcontractor's reputation is at stake and, accordingly, the College agrees that:
- (a) it will not do anything which brings the reputation of the Subcontractor into disrepute or which is calculated or is reasonably likely to bring the reputation of the Subcontractor into disrepute;
 - (b) it will do everything it reasonably can to promote the name and reputation of the Subcontractor;
 - (c) it will not do or fail to do anything which materially prejudices or is likely materially to prejudice the ability of the Subcontractor to comply with the terms of this Agreement.
- 11.4 In return for the Subcontractor providing the Programme(s) in accordance with the terms of this Agreement the College agrees that it will provide the Subcontractor with such reasonable support and assistance as the Subcontractor reasonably requests from time to time provided that, for the avoidance of doubt, the College will not be obliged to the Subcontractor to provide staff to run or to assist in the provision of any part of the Programme(s) due to the unavailability of Tutors/Assessors or any other reason.

12 RECORD OF ATTENDANCE AND ACHIEVEMENT

- 12.1 The Subcontractor must provide the College evidence of Achievement Evidence / Internal Verification in relation to each Student who has attained the relevant Qualifications within one calendar month.
- 12.2 Each month the College will send the Subcontractor a report detailing Students on programme. The Subcontractor will denote on the report the last assessment date of the Student and comment upon progress to date

in relation to the planned end date. Invoices will not be authorised until the report is completed and returned to the College.

12.3 The following evidence should be retained to support monthly payments:

- evidence that the student is registered for the qualification on or before the last entry date specified by the Awarding Body
- evidence that the Subcontractor has assured that the qualification is eligible for funding
- evidence that the student is making progress towards achievement of the qualification(s)
- where no progress towards the qualification(s) is being made, there should be evidence of the actions taken to address this.

12.4 It is the responsibility of the Subcontractor to have and operate a withdrawal and follow-up policy and procedure. This policy should be retained as evidence to support the systems in place.

12.5 It is the responsibility of the Subcontractor to hold the following evidence to support the date of leaving recorded on the ILR: clear written evidence of the last date of continued structured learning. This may be the last date of evidenced attendance, or other documentation such as a review, assessment or observation materials; portfolio work produced by the student which shows that the student was in continued structured learning or written notice of termination from the programme.

13 STUDENTS WITH ADDITIONAL SUPPORT REQUIREMENTS

13.1 In order to apply for further funding for Students with additional support requirements, as described in the Guidelines, the Subcontractor must, in relation to each such Student, discuss this with the Director of Re-engagement on a case by case basis.

14 TERMINATION

14.1 The College may terminate this Agreement by written notice to the Subcontractor if:

- (a) there is a material adverse change in the amount or nature of the Agency's funding of the College or Funding is no longer available in respect of a Programme; or
- (b) there is a material breach by the Subcontractor of the terms of this Agreement which breach is not capable of remedy; or
- (c) there is a material breach by the Subcontractor of the terms of this Agreement which breach is capable of remedy but which is not

remedied to the reasonable satisfaction of the College within 14 days after the College has given written notice of the breach to the Subcontractor requiring it to be remedied (provided that the notice terminating this Agreement is given by the College within one Month after the expiry of the period during which the breach should have remedied); or

- (d) the Subcontractor proposes or enters into an arrangement or composition for the benefit of its creditors or is the subject of any distress execution sequestration or other process levied upon or enforced against any part of the Subcontractor's undertaking, property, assets or revenues; or
- (e) the Subcontractor (if an individual or in the case of a partnership any partner) is the subject of a bankruptcy petition or has a bankruptcy order made against it or is the subject of an application order or appointment under sections 253, 273 or 286 of the Insolvency Act 1986 or is unable to pay or has no reasonable prospect of being able to pay its debts within the meaning of sections 267 and 268 of the Insolvency Act 1986; or
- (f) the Subcontractor (if a company) is the subject of a petition presented, an order made, a resolution passed or analogous proceedings taken for appointing an administrator of or winding up the company (other than for amalgamation or reconstruction of a solvent company) or stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 124 of the Insolvency Act 1986) when they fall due; or
- (g) the Subcontractor is a company and a notice relating to the striking off of the company is published pursuant to section 652 of the Companies Act 1985; or
- (h) the Subcontractor is a company and an encumbrance takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed for the undertaking of assets or revenues of the Subcontractor.
- (i) where the delivery within this contract period fails to meet the minimum levels of performance, the College reserves the right to vary or terminate the Agreement.
- (j) the Subcontractor fails to comply with the College's Quality Calendar.

Such termination may take effect either immediately or at the end of the programme dates set by the Agency in which the event entitling the College to terminate this Agreement occurs, as the College shall in its discretion

determine. In the latter case this Agreement shall remain in full force and effect until the end of the said programme dates.

14.2 The Subcontractor may terminate this Agreement by written notice to the College if:

- (a) there is a repudiatory breach by the College of the terms of this Agreement which breach is not capable of remedy; or
- (b) there is a material breach by the College of the terms of this Agreement which breach is capable of remedy but which is not remedied to the reasonable satisfaction of the Subcontractor within one Month after the Subcontractor has given written notice of the breach to the College requiring it to be remedied (provided that the notice terminating this Agreement is given by the Subcontractor within one Month after the expiry of the period during which the breach should have been remedied); or
- (c) the College stops payment or agrees to declare a moratorium or 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.

Provided that (except in the case of Clause 14.2(a)) the Subcontractor shall be obliged to continue to provide the Programme(s) notwithstanding that it has the right to terminate this Agreement in accordance with any provision set out herein (and all of the terms and conditions of this Agreement shall remain in force) until the end of the Academic Year in which the event entitling the Subcontractor to terminate this Agreement occurred.

14.3 Any termination of this Agreement will be without prejudice to any right of either party against the other in respect of any antecedent breach of this Agreement.

14.4 Any rights of termination set out above are in addition to any other rights for termination which may be set out elsewhere in this Agreement.

14.5 Where the Subcontractor goes into administration or liquidation the Chief Executive of Education and Skills Funding must be assumed to be a creditor of the Subcontractor. The Subcontractor must take steps to ensure that the Chief Executive of Education and Skills Funding is provided with details of the administrator or liquidator and receives notifications of any creditors meetings. The Chief Executive will confirm whether in fact he is a creditor within eight weeks of being notified that the Subcontractor is in administration or liquidation.

- 14.6 In the event that the subcontract is terminated for any reason, the Subcontractor will co-operate with Leicester College to ensure continuity of learning.

15 TAXATION AND OTHER PAYMENTS

- 15.1 All payments to be made by the College to the Subcontractor under the terms of this Agreement are inclusive of any value added tax (or like tax of a similar nature).
- 15.2 Where relevant, the Subcontractor is responsible for making all relevant tax payments in relation to the Students and will indemnify the College in respect of any claims or demands that may be made against the College in relation to such payments.
- 15.3 The Subcontractor acknowledges that, for the avoidance of doubt, all Tutors/Assessors are the responsibility of the Subcontractor and are employed by it and that it is responsible, inter alia, for the payment of all wages and the making of national insurance contribution payments in respect of each Tutor/Assessor. The Subcontractor shall indemnify the College against any claims made against the College by any of the Assessors, including but not limited to claims that the employment of the said Assessors has transferred to the College by virtue of the Transfer of Undertakings (Protection of Employment) Regulations or any similar provisions.

16 CONFIDENTIALITY

- 16.1 Neither party will (save as required by this Agreement) without the written consent of the other disclose any of the contents of this Agreement or of the commercial arrangements between them save:
- (a) (in the case of both parties) for any necessary disclosure to professional advisers of that party;
 - (b) (in the case of the College) to the Agency and any other organisation or person having jurisdiction over the College.

17 IMPROVEMENTS

- 17.1 The Subcontractor must inform the College of any suggestions for improvements or enhancements to the Programme(s) (or the way in which it is provided), the curriculum and the Programme material. The College will consider such suggestions and it may, if it so wishes, make use of the suggestions for its own benefit, the benefit of its Students or the benefit of other Subcontractors.
- 17.2 The College will use its reasonable endeavours to improve and develop the Programme curriculum and the Programme materials unless such

curriculum or such Programme materials were not originally developed by or in conjunction with the College. The Subcontractor agrees to implement any changes to the Programme(s), the way it is provided, the Programme curriculum or the Programme materials which may be necessary or desirable as a result of any improvement, enhancement or developments as soon as possible after receiving written notice from the College specifying the changes to be made.

18 FORCE MAJEURE

- 18.1 If the College or the Subcontractor is unable to perform any or all of their respective obligations under the terms of this Agreement because of any of the events set out below, then that party will be relieved of its obligations to continue to perform under this Agreement for as long as their fulfilment is prevented or delayed as a consequence of any such event. The events referred to in this paragraph are: fire, explosion, flood, reduction or unavailability of power, riot, war, national emergency, act of God, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, or any other act, omission, or state of affairs of a similar nature beyond the control of either party.

19 GENERAL PROVISIONS

- 19.1 This Agreement does not constitute a partnership in the legal sense, contract of employment or joint venture arrangement between the College and the Subcontractor and the Subcontractor must not act or purport to act as an agent of the College.
- 19.2 The waiver by any party of any breach of any provision of this Agreement will not prevent the subsequent enforcement of that provision. Similarly, the waiver will not be deemed to be a waiver of any subsequent breach of that provision or of any other provision.
- 19.3 This Agreement and the documents referred to in it contain the entire understanding of the parties and overrides and supersedes any prior promises, representations, undertakings or implications.
- 19.4 If any provision of this Agreement is invalid for any reason, its invalidity will not affect the remainder of this Agreement which will remain valid and enforceable in all respects.

20 ARBITRATION

- 20.1 This Agreement is governed by and should be construed in accordance with English law.
- 20.2 Any dispute or claim arising out of or in connection with this Agreement is to be determined by a sole arbitrator to be appointed by agreement between the parties, or, failing such agreement, within 21 days the

President of the Chartered Institute of Arbitrators. The decision of the arbitrator will be final and binding on the parties and the costs of the arbitration will be as determined by the arbitrator.

21 INTELLECTUAL PROPERTY AND TRADE MARKS

- 21.1 The Subcontractor agrees not to infringe any Intellectual Property made available pursuant to this Agreement.
- 21.2 In order to obtain the necessary authority to use any Trade Marks, the Subcontractor undertakes that it will enter into a formal trade mark licence or other necessary agreements if it is asked to do so by the College.
- 21.3 The Subcontractor confirms that any goodwill arising out of the use of the Intellectual Property by him belongs, as between the Subcontractor and the College, to the College.
- 21.4 The Subcontractor will not use the Intellectual Property or anything confusingly similar to any part of it for anything other than the provision or promotion of the Programme(s) in accordance with this Agreement.
- 21.5 The Subcontractor acknowledges that:
- the KnowHow is confidential
 - the contents of College produced materials are confidential.
- 21.6 During the term of this Agreement and for as long afterwards as the KnowHow and any other confidential information imparted to the Subcontractor by the College remains outside the public domain (otherwise than by reason of any breach of this Agreement), the Subcontractor will keep it strictly private and confidential and will not disclose it to any other person, firm or company without the College's prior written consent.
- 21.7 The Subcontractor will immediately notify the College if, during the term of this Agreement or any renewal of it, he becomes aware of any breach of the Intellectual Property or other intellectual property rights made available to him or of the unauthorised disclosure of:
- any KnowHow
 - the contents of College produced materials .
- 21.8 The Subcontractor will not make any application to register any trade or service mark in its own or any other name for use in connection with the provision of the Programme(s) or any part of it.
- 21.9 Nothing in this Agreement constitutes any warranty or assurance as to the validity or subsistence of any of the Intellectual Property.

21.10 The Subcontractor must use the name of the College, and any other name, mark, device or logo identifying or associated with the College which the College may from time to time specify, on:

(a) any advertisements or prospectuses relating to the provision of the Programme(s) by the Subcontractor

(b) all Programme materials.

22 ADDITIONALITY

22 No part of the Price shall be applied for company, or organisation specific training. The College and the Subcontractor may not transfer any funding to employers, other than in exceptional circumstances, for the hire of premises and equipment.

23 NOTICES

23 Any notice served pursuant to this Agreement shall be properly served if sent by recorded delivery post to:

(a) (in the case of the College) the College at the address shown in this Agreement and marked for the attention of Karen Walker, Director of Re-Engagement.

(b) (in the case of the Subcontractor) the Subcontractor at the address shown at the start of this Agreement and marked for the attention of []

SIGNED on behalf of **Leicester College**

Name (in capitals) VERITY HANCOCK

Position PRINCIPAL

Signature

Date

SIGNED on behalf of []

Name:

Position:.....

Signature:.....

Date:

SCHEDULES

SCHEDULE 1: The Price

For students on '**Adult Education Budget**' programmes, the Subcontractor will be paid [] % of the Funding received from the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules, 2018 to 2019.

For co-funded students the Subcontractor will need to collect employer Contributions. The value and detail of employer contributions will be reported to the College.

The proportion of funding retained by Leicester College will cover administration, quality assurance and improvement and contract management.

SCHEDULE 2: The Programme(s) and Awarding Body

2.1 The Subcontractor's agreed programme delivery is as stated in the tables below.

Awarding Body	Qualification Title	Level	2018/19 LARS reference	Geographic region

Amendments to the agreed list of qualifications must be notified in writing to the College in advance of delivery and will be subject to College approval.

2.2 [] will hold Awarding Organisation Centre Approval for the qualifications as stated in 2.1.

2.3 Assessment schedule and syllabus content.

The programme shall be delivered and verified solely by the following College approved suitably qualified tutors/assessors and Internal Verifiers. Any amendments to the agreed list must be notified in writing to the College in advance of delivery and prior to contact with the students and will be subject to College approval.

2.4 The table below denotes the approved Subcontractor staff to deliver the provision under this Agreement.

Name of Tutor, Assessor or Internal Verifier	Disclosure and Barring Service		Date of Safeguarding and Prevent Training received
	Registration Number	Date	

2.5 Provision must be delivered by directly employed staff or by freelance, self-employed trainers and/or assessors. There must be a written agreement between the Subcontractor and volunteers or freelance, self-employed individuals for teaching, training or assessment duties that covers the requirements placed on them and their agreement to meet those requirements. The must take into account the requirements of minimum wage legislation when using volunteer staff.

2.5 The programme shall be delivered in the workplace and/or at Subcontractors premises as per Schedule 4.

- 2.6 The programme shall comply with the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules, 2018 to 2019.

SCHEDULE 3: Student Profile and Maximum Contract Value

3.1 Student Profiles

The profile(s) below denotes the maximum number of students in 2018/19 and cannot be amended without prior consent of the College.

Maximum number of Students	xx
Maximum total payment:	xx

3.2 Maximum Contract Value

The Maximum total payment for the student profile stated in schedule 3.1 is £69,942.00 and may not be exceeded for any reason, except by an agreed variation in writing from the College. The College will not be liable to make any payment in excess of the overall maximum contract value. It is not permitted to vire funding between funding streams except by the way of an agreed variation in writing to this Agreement by the College.

The payment for continuers excludes payments paid in the previous contract year. The scheduling and receipt dates for new starts may be subject to change following directions from the Education and Skills Funding Agency and are based on planned payments within this period of agreement.

For Adult Education Budget it is assumed that 100% of Level 2 programmes will be co-funded in accordance with the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules, 2018 to 2019.

The values on the Learning Aim Search have informed the basis of the contract value.

For Adult Education Budget the assumed average length of stay per student is 6 months for a Level 2 qualification.

Any variances from the average length of stay will impact on the volume of starts permitted to remain within the maximum total contract value of £69,942.00

New starts 2018/19 or Continuers from 2017/18 contract	Programme Level	Total Funding
Maximum Contract Value		

- 3.3 The funding per student will be determined as per the Education and Skills Funding Agency Funding and Performance Management Rules 2018 to 2019.
- 3.4 Where the employer of a student has more than 1,000 employees, directly or indirectly, including parent and subsidiary companies, a reduction of 25% of the funding rate will be applied.
- 3.5 If for any reason, the Education and Skills Funding Agency should restrict, reduce or withdraw funding during the year then funding for new starts may similarly be reduced or withdrawn.
- 3.6 No students, additional to the agreed maximum number, will be funded and no additional payments beyond the maximum total payment will be made.
- 3.7 It is the responsibility of the Subcontractor to ensure compliance with the Education and Skills Funding Agency guidance on student eligibility in accordance with the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules 2018 to 2019.
- 3.8 A student will only be counted for funding when he/she has exceeded the qualifying start period, as identified below:

Learning Aim length	Qualifying start period
>= 24 weeks	6 weeks
Between 2 and 24 weeks	2 weeks

Therefore if a student on a course of more than 24 weeks leaves the programme after 5 weeks, no funding will be paid

- 3.9 If evidence of registration of students with the awarding body, within 10 weeks of the start date, is not received by the College, payments to the Subcontractor will cease.
- 3.10 The College will only pay for delivery in the period of agreement; claims made for delivery outside of the Agreement period will not be paid.

- 3.11 Where students are not fully funded in accordance with the Education and Skills Funding Agency Adult Education Budget Funding and Performance Rules 2018 to 2019 the Subcontractor must provide evidence that the contributions have been received.

SCHEDULE 4: Premises

The delivery may take place on the premises of the employer or at those of the Subcontractor or other premises as agreed with the employer for the particular qualification.

[]

SCHEDULE 5: Insurance

The minimum insurance cover, referred to in Section 10 above, should be £5 million for Employer's Liability and £2 million for Public Liability.

SCHEDULE 6: Meeting Arrangements

- a) Meeting Dates: tbc
- b) Meeting Place: Meetings will take place either at Freeman's Park Campus, Welford Road, Leicester, LE2 7LW or []

SCHEDULE 7: Responsibility and Liaison

Overall responsibility: Principal of Leicester College, who will be the sole authorising agent for agreement on the programme, e.g. Approval, content, and financial arrangements.

Delivery responsibility by Subcontractor: xx

Leicester College Operational and Quality Liaison: xx

Access to the provision will be available to Leicester College at all reasonable times.

Specific Responsibilities:

As the contractor, **Leicester College** will

- 7.1 Be the point of contact for employers and brokers. Any fees charged by the broker will be deducted from the total funding before the Subcontractor payment is calculated.
- 7.2 Directly claim the funding for the training from the Agency in order to pay the provider on receipt of an invoice. The obligation to make payments to the subcontractor rests with Leicester College; the Chief Executive Education and Skills Funding Agency is not liable to make payments to Subcontractors.
- 7.3 Manage all relevant paperwork connected with the claiming of funding from the Agency.
- 7.4 Be the approved Centre for the Awarding Body specified in Schedule 2 unless specifically agreed that the Subcontractor will be the approved centre.
- 7.5 Ensure all students and companies are eligible for the programme subject to the Agency's eligibility criteria.
- 7.6 Make payments to the provider for the agreed training as per schedule 1.
- 7.7 The College will only pay invoices subject to standard College terms and conditions, 30 days from date of invoice.
- 7.8 Monitor quality of provision in accordance with Leicester College Quality Procedures and carry out random quality audits on training, drawing up action plans if required.
- 7.9 Review all Learning Resources to be used by the Provider.

As the provider [] will:

- 7.10 Be responsible for timely completions; funding will be at risk for students not completing within the designated time frame.
- 7.11 Manage all aspects of the administration and course materials, examination and registration fees and all practical aspects of the training whether it be on College premises or the employer's premises or an alternative venue.
- 7.12 Be responsible for all aspects of Health and Safety for trainees and staff under the provider's supervision and provide evidence that relevant Health Safety checks and procedures have been carried out.
- 7.13 Be responsible for ensuring training complies with current legislation in terms of equal opportunities including SENDA legislation. This includes providing all course materials and venues suitable for people with Learning Needs, physical or mental, making adjustments where reasonable by negotiation with the College.
- 7.14 Offer equality of access to learning opportunities and close equality gaps in learning and outcomes.
- 7.15 The Provider will comply with College procedures for gathering the required information on all such provision. The provider will notify the College of any specific learning needs and details of any actions taken.
- 7.16 Be responsible for meeting the agreed quality and delivery standards of the agreed training, keeping all records and monitoring information, including accurate records of guided learning hours as required by Leicester College, by following the procedures as laid out by the College. The provider should allow access to the College for the purpose of completing observations; reviews of students work e.g. portfolios and to attend Information and Guidance sign up sessions.
- 7.17 Be responsible for meeting the provider targets as specified in the Quality Calendar including attendance at review meetings and partner network meetings, observation targets, submitting copies of External Verification and Quality Monitoring Visits reports for all contract qualifications and allowing College staff to attend Standardisation meetings.
- 7.18 Provide all information to Leicester College in an efficient and timely manner to allow the College to meet its commitment when making claims to the Agency each month.
- 7.19 Invoice Leicester College as per clause 4.5 the invoice amount to Leicester College will **INCLUDE** VAT if applicable.
- 7.20 Undertake robust student initial assessment in accordance with Leicester College procedures and the Education and Skills Funding Agency Adult Education Budget Funding and Performance Rules 2018 to 2019 and

provide additional support as required. Funding for additional support may be available upon request.

- 7.21 Address action points raised by the College, Agency or Employer within 5 working days.
- 7.22 Provide updates on students' progress on a monthly basis. Payments may be delayed or withheld if these updates are not received.
- 7.23 Provide copies of all learning materials and certificates to the college for approval. Materials will not promote the provider.
- 7.24 Will not subcontract to any other training provider any training agreed under this agreement.
- 7.25 Provide the College with evidence that the company has the required licenses and business insurances to carry out the training, in particular Employers' Liability Insurance.
- 7.26 Meet the Director of Re-engagement or other designated representative of Leicester College on a Quarterly basis to review the progress of the Agreement.
- 7.27 Provide the College with reasonable access to complete quality assurance procedures e.g. learning observations, IAG observations and checks on student documentation such as portfolios and ILPs.

SCHEDULE 8: Payment Arrangements

An initial payment equivalent one month's funding will be paid on receipt of ILRs and all relevant documents for Leicester College to claim payment from the Agency and within the agreed timescales as detailed in clause 7.2.4 of the Agreement. If any student withdraws after this payment is made or if there is any claw back from the Agency, an adjustment to the final payment will be made. Timescales for submission of leaver paperwork is stated in clause 7.3.9 of the Agreement.

Further payments will be made in equal monthly instalments (up to 80% of the total funding value), on receipt of the completed Funding Earned Report as stated in clause 4.5 and the Provider Financial Report from the Agency.

The final 20% payment of the Agreement will be paid in accordance with clause 12.1 and on delivery of evidence of **successful** completions and where applicable, Framework Completion, for each Student including the exit IAG, Summative IV report which clearly evidences that all outstanding actions have been completed, evidence of guided learning hours, activity reports and certificate/list from the awarding body evidencing achievement. Student surveys will also be required before completion payment is made.

If the certificates from the awarding organisation are not available, the IV reports together with evidence that a claim for certification has been made, will be accepted as proof of completion, provided that [] has Direct Claim Status (DCS). Certificates (copies) will be required within 3 months of completion for all students.

Payments to Subcontractors may be adjusted if there is a financial claw back relating the Subcontractors provision as a result of an Education and Skills Funding Agency audit. The maximum contract value as stated in this agreement must not be exceeded. Performance against contracted profiles will be reviewed on a quarterly basis and subject to in year reconciliation if under performance is greater than 5%.

SCHEDULE 9: Trade Marks



Please note that this logo is included within this contract for demonstration of trade mark purposes. The College and its Subcontractors also have to comply with the requirements of the Education and Skills Funding Agency identity guidelines as set out in the Financial Memorandum. Further detail is set out on the website: <https://brand.skillsfundingagency.bis.gov.uk/>. If you need to reproduce this logo you must request a copy for the purpose by emailing info@leicestercollege.ac.uk.

Logos can only be used in relation to the provision under this Agreement and failure to comply could result in the funding being withdrawn.

SCHEDULE 10

Data Protection Obligations

Definitions:

Where a term is not already defined in the definitions to the Agreement, the following terms shall have the following meanings:

Authority Correspondence	Any correspondence from a Supervisory Authority in relation to the Processing of the Student Data.
Data Subject	Has the meaning set out in the UK Data Protection Legislation.
Data Subject Request	An actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the UK Data Protection Laws.
Personal Data Breach	Has the meaning set out in the Data Protection Legislation.
Supervisory Authority	Means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation, including the UK Information Commissioner's Office, or any successor or replacement bodies from time to time

1. During the term of this Agreement each Party acknowledges that it has obligations under applicable Data Protection Legislation including, without limitation, to:
 - a. Make due notification to the Supervisory Authority, including in relation to its use and Processing of the Student Data and comply at all times with the Data Protection Legislation.
 - b. Ensure that all Personal Data disclosed or transferred to, or accessed by, the other Parties is accurate and up-to-date, as well as adequate, relevant and not excessive to enable any Party to Process the Student Data, as envisaged under this Agreement.

- c. Ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and where requested provide to the other party evidence of its compliance with such requirement.
- d. Promptly, and in any event within 48 hours of receipt of any Data Subject Request or Authority Correspondence, notify the other Parties in the event that it receives such a Data Subject Request or Authority Correspondence in relation to the processing of Personal Data under, or in connection with, this Agreement.
- e. Promptly and in no more than 24 hours notify the other Party in writing upon it becoming aware of any actual or suspected breach of paragraph 1.c of this Schedule in relation to the Personal Data and shall, within such timescale to be agreed by the parties (acting reasonably and good faith).
 - i. Implement any measures necessary to restore the security of compromised Personal Data; and
 - ii. Support the other party to make any required notifications to the Supervisory Authority and affected Data Subjects.
- f. Take reasonable steps to ensure the reliability of any personnel who have access to the Personal Data.
- g. Not transfer any Personal Data to a country or territory outside the European Economic Area (the "EEA") except for the subcontractor's use in the country or territory which the Subcontractor carries out the Services without the prior written consent of the College.
- h. Hold the information contained in the Personal Data confidentially.

Data Processor Obligations

- 2. To the extent that the Subcontractor is acting as a Processor for and on behalf of the College as the Controller, in relation to the Processing that it is carrying out arising out of, or in connection with, the performance of its obligations under this Agreement, it shall:
 - a. Process Personal Data for and on behalf of the Controller for the purposes of performing its obligations under this Agreement, and only in accordance with the terms of this Agreement and any documented instructions from the Controller, and as updated from time to time. Unless prohibited by law, if a Processor is required

by UK or European Union law (or the law of one of the Member States of the European Union) to act other than in accordance with the instructions of the Controller, the Processor shall promptly, and in any event within twenty-four (24) hours of becoming aware of the same, notify the Controller.

- b. Notify the Controller immediately (and in any event within twenty-four (24) hours) if it considers, in its opinion (acting reasonably), that any of the Controller's instructions under Clause a infringes any of the Data Protection Legislation.
- c. Ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful Processing of the Student Data and against accidental loss or destruction of, or damage to, Student Data and where requested provide to the Controller evidence of its compliance with such requirement.
- d. Maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Controller, containing such information as the Controller may reasonably require.
- e. Not disclose Personal Data to a third party (including a sub-contractor) in any circumstances without the Controller's prior written consent.
- f. Notify the Controller promptly (and in any event within 24 hours) upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach, and:
 - i. implement any measures necessary to restore the security of compromised Student Data; and
 - ii. assist the Controller to make any notifications to the Authority and affected Data Subjects.
- g. On termination or expiry of this Agreement (as applicable), cease Processing all Student Data and return and/or permanently and securely destroy (as directed in writing by the Controller) all Personal Data and all copies in its possession or control.
- h. Comply with the obligations imposed upon a Processor under the UK and EU Data Protection Legislation.
- i. Use all reasonable endeavours in accordance with good industry practice to assist the Controller to comply with the obligations imposed on the Controller by the Data Protection Legislation, at the Processor's cost.

3. Each Party shall use its reasonable endeavours to assist the other Party to comply with any obligations under the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation to the extent that such Party is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
4. The Subcontractor shall indemnify and keep indemnified the College in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, the College arising from or in connection with:
 - a. Any breach by the Subcontractor of any of its obligations
 - b. The Subcontractor acting outside or contrary to the lawful Processing instructions of the College in respect of the processing of Personal Data.

SCHEDULE 11

Clauses relating to European Funding and Other Sources of Funding

- 1.1 The funding under this Agreement is required to be used as match funding by the Education and Skills Funding Agency therefore: the learning activity and its associated funding become part of the ESF programme, so it is governed by the requirements of the ESF programme, therefore:
- 1.1.1 The Subcontractor must not use the funding paid under this agreement to support bids or claims that will be used to secure funding from any European source, either on its own behalf or on behalf of the Chief Executive, including but not limited to as match funding, without obtaining consent in writing from the Chief Executive, via the College, that it may do so (such consent not to be unreasonably withheld).
- 1.1.2 Where subcontractor has access to other funding streams, the Subcontractor will be required to demonstrate through accounting, management information systems and any other relevant evidence (in the sole discretion of the Chief Executive or any other body undertaking the audit or monitoring), to the College, the Chief Executive and anybody acting on their behalf that no double funding has occurred in respect of the Provision delivered under this Agreement.
- 1.1.3 Where the Chief Executive identifies double funding in respect of the provision, or any part thereof, the Subcontractor will be liable to repay to the Chief Executive, via the College, any sums paid, or part thereof, by the Chief Executive in respect of the Provision for which the Subcontractor has received funding from another source and the College reserves the right to deduct such sums from any monies owed to the Subcontractor under this Agreement.
- 1.1.4 The College reserves the right to use payments made under this Agreement for match funding for European Social Fund Co-Financing Projects. Where requested to do so in writing by the College, the Subcontractor shall provide such information and in the form as the College specifies to enable the Chief Executive to comply with the requirements of the European Social Fund.
- 1.1.5 The Subcontractor shall inform students or others that the Provision delivered under this agreement has been financed in whole by the European Social Fund including but not exclusive to students induction. General eligibility for European Social Fund participants is set out in the ESF Operational Programme for England and supporting Guidance can be found on the Government website:
<https://www.gov.uk/government/publications/european-social-fund-operational-programme-2014-to-2020>.
- 1.2 The Subcontractor will comply with written requests by the College to display the 2014-2020 European Social Fund logos and emblems on any materials relating to funding by the ESF. The College will make available

to the Subcontractor all relevant 2014-2020 European Social Fund logos and emblems.

- 1.3 The Subcontractor must ensure that where it is agreed with the College that 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". A plaque which confirms this should be displayed at the Subcontractors premises and at any premises at which training is delivered by them.
- 1.4 The Subcontractor must ensure that all students are aware that they are on a programme funded by the Education and Skills Funding Agency, which could be used as match funding for ESF.
- 1.5 The Subcontractor must ensure that where it is agreed with the College that 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".
- 1.6 It is an ESF requirement that projects, ESF funded and match funded, acknowledge the support of ESF and the European Union, Subcontractors must do this by displaying an ESF plaque in their main premises and including the ESF logo on the website.
- 1.7 The subcontractor shall retain all student and employer documentation, original invoices (if evidence is based on actual costs) and management information returns and all other documents necessary to verify the delivery in relation to this agreement until 31 December 2030 at the earliest. Any changes to the date will be notified in writing by the College.
- 1.8 The Subcontractor is required to have in place an equal opportunities policy and a sustainable development governance, policy and implementation plan. The detailed requirements are set out in the Education and Skills Funding Agency Adult Education Budget Funding and Performance Management Rules 2018 to 2019.

Document Checklist for Tenderers

Tenderers should ensure that all the requested information is provided as part of their Tender. Failure to provide the requested information may be detrimental to your tender evaluation score and may result in a Tender not being evaluated.

Tenders must be returned to partnerships@leicestercollege.ac.uk by 5.00pm 4th February 2019

This checklist is provided for the convenience of Tenderers, there is no requirement to include it with your Tender.

Each Tender should include:

1. A completed Supplier Selection Questionnaire
2. Copies of statutory financial statements for the last year
3. A completed Tender Application Form
4. A completed Form of Tender
5. A completed Collusive Tendering Certificate
6. A completed Canvassing Certificate