

WEST OF ENGLAND APPRENTICESHIP GRANT FOR EMPLOYERS PROGRAMME.

THIS AGREEMENT is offered on the XX of XXX 2016

BETWEEN:

- (1) Bath and North East Somerset Council acting on behalf of the West of England Devolution Area (“Us”, “We”, “the Accountable Body”, “the Council”); and
- (2) (Provider name) of (address) (“the Provider”)

BACKGROUND:

- A This Agreement sets out the conditions on which the Provider will receive payments of funding for the West of England AGE Grant Programme that has a start date of 1 August 2016.
- B This Agreement should be read in conjunction with the documents published on the West of England LEP Apprenticeship Hub website which forms part of the terms and conditions of this Agreement and sets out full eligibility criteria for grants. The documents are published at the following link:

<http://apprenticeshiphubwest.co.uk>
- C The Accountable Body reserves the right to change / review the eligibility criteria of the West of England AGE Grant Programme during the period of this Agreement. It is the Providers responsibility to ensure that their operations and processes comply with the criteria set out in the documents published on the website.
- D B&NES intention through this agreement is to make efficient and effective use of AGE grant, using as far as possible terms and conditions that give some certainty of funding to Providers and allow some freedoms and flexibilities. Efficient and effective use of AGE includes properly spending as much of the available allocation as possible in-line with strategic intentions of the West of England AGE Programme. Providers entering this agreement participate with the same intentions.

1 Definitions

Accountable Officer means the officer at the Provider who will sign this Agreement and submit all future claims.

AGE means the Apprenticeship Grant for Employers.

Apprenticeship means an Apprenticeship framework recognised by the Skills Funding Agency.

Basic payment means a payment of £1,500 to an Employer where the Apprentice meets only the Basic criteria.

'Eligible Apprentice', 'Apprentice' means an individual aged between 16 and 24 years of age following a framework Apprenticeship. This can be an existing employee or a new employee, particularly where an employee starts a level 3 or higher Apprenticeship. An Apprentice cannot be eligible for AGE and ineligible for mainstream Apprenticeship funding and vice versa.

Employer means an individual or organisation who employs an Apprentice. The Employer must have a presence (office base as defined by postcode) within the West of England Devolution Area and fewer than 250 employees.

Funding Agreement, Agreement means this Agreement between the Provider and the Accountable Body under which the Provider can offer West of England AGE Grants.

Incentive payment means a payment of £2,500 to an Employer where the Apprentice meets the Basic criteria and one or more of the four Incentive criteria. A single apprenticeship start is eligible for only one grant, either the basic payment or the incentive payment, not both. Where an apprenticeship start would qualify under more than one of the four incentive criteria, the grant payment to the Employer is still limited to £2,500.

ILR means individualised Learner Record.

Indicative Allocation means the projected total of AGE Programme funding available to the Provider

West of England AGE Grant, 'AGE grant' 'grant payments' 'grants' means the grant provided to an Employer to encourage it to take on new Apprentices aged between 16 and 24 and further incentivises them to take on Apprentices meeting the West of England Incentive criteria.

West of England AGE Grant Programme, 'the Programme' 'funding' is taken to mean the funding available to the Accountable Body and offered to the Provider under this Agreement.

West of England Devolution Area means the geographic scope of this Programme and includes only the area within the administrative boundaries of the following Unitary Authorities: Bath and North East Somerset Council, Bristol City Council and South Gloucestershire Council.

2 Funding Conditions and eligibility.

2.1 The Provider will be responsible for making accurate claims for West of England AGE Grant Programme funding to the Accountable Body and for processing and making payments of West of England AGE Grant to Employers. Providers must ensure that all grant payments to Employers and all claims for funding submitted meet the full eligibility criteria of the Accountable Body as set out in the in the published documentation at the following link:

<http://apprenticeshiphubwest.co.uk>

2.1.1 The documentation setting out eligibility (of Employers and Apprentices) published on the above link are deemed to form part of this Agreement.

2.2 This Agreement is for the period 1 August 2016 to 31 July 2017.

2.3 This Agreement should only be entered in to by Providers who hold a Skills Funding Agency contract for 16-18 apprenticeship funding or Adult apprenticeship funding. The Accountable Body is not obligated to pay funding to the Provider under this Agreement if it is found that the Provider does not hold such an agreement.

2.4 The Provider must make all the necessary eligibility checks required before grants are paid to Employers and before all claims for funding are submitted to the Accountable Body.

2.5 Once an Apprentice is recruited by the Employer, the Provider should submit an ILR to the Skills Funding Agency for the Apprentice with the correct AGE Learning Delivery Monitoring code as part of their next available data return. The Accountable Body will have access to this data through the Skills Funding Agency and will require it, or information taken from it, to be submitted in support of claims for funding made to it.

2.5.1 This agreement covers the West of England Apprentice Grant for Employers Programme only, it does not change or remove any other obligations on the Provider, nor have the intention to change or remove such obligations, nor any other general requirements or duties placed on the Provider by the Skills Funding Agency. The Provider should continue to ensure it meets in full the general requirements of the Skills Funding Agency and those of all other agreements it has.

2.6 The Provider is responsible for ensuring the Employer has a copy of the signed West of England AGE Programme Employer Declaration. The Declaration should be signed and dated by both parties.

- 2.7 The Accountable Body will not pay any fees or meet any administrative costs incurred by the Provider in administering the payment of grants to Employers nor in adhering to any condition of this Agreement.
- 2.8 The primary responsibility for investigating and resolving complaints in respect of the Programme shall rest with the Provider in accordance with any guidance issued by the Accountable Body.
- 2.9 The Provider must ensure that Employers are made aware of its complaints procedure and ensure that it is clear and accessible to Employers.
- 2.10 Where a complaint has not been resolved to the satisfaction of the complainant the Provider will advise the complainant of his or her right to complain to the Accountable Body and co-operate with any investigation carried out by the Accountable Body and act on any recommendations made by the Accountable Body following the investigation.
- 2.11 The Accountable Body will require access to the Provider’s investigation file which must include the following evidence as a minimum:
 - 2.11.1 Evidence from the ILR and EDS and other sources regarding the Employer and Apprentice eligibility for the grant;
 - 2.11.2 Completed and signed Employer declaration;
 - 2.11.3 Investigation notes and any correspondence between the Provider and the Employer complainant relating to the query or complaint;
 - 2.11.4 Outcome and rationale.

3. Indicative Allocations of grants and funding.

- 3.1 The table below sets out the Indicative Allocation of grants, over the period from 1 August 2016 to 31 July 2017 that the Provider can offer.

Basic Grants	Incentive Grants	TOTAL GRANTS

3.2 The Provider’s Indicative Funding Allocation is:

	Funding for Basic Grant	Funding for Incentive Grant
Maximum funding available		
Total Indicative Funding Allocation		

3.2.1 This table sets out the maximum amount of funding that is available to be paid to the Provider under this Agreement. As set out in clauses 4.1 the totality of payments of funding to the Provider will be equivalent to the value of eligible grants that they pay out to Employers and will not exceed the Indicative Allocation of funding.

- 3.3 Of the Total Grants figure our expectation is that at least 75% will be paid to Employers taking on an Apprentice aged between 16 – 18 years of age. If the Provider’s reported performance shows that this will not be achieved then the Accountable Body reserves the right to amend the Indicative Allocations of both grants and funding.
- 3.4 Unless otherwise agreed, there can be no virement of either the Indicative Allocation of grants or the Indicative Allocation of funding between the Basic and Incentive classifications.
- 3.5 The Provider should not commit to paying out grants without sufficient capacity in their Indicative Allocation to meet their commitments to Employers. Providers who exceed their Indicative Allocation values or make unreasonable future commitments do so at their own commercial and financial risk. The Accountable Body is not obligated to make payments to the Provider that exceeds its Indicative Allocation values, including Basic payment and Incentive allocations.
- 3.6 Upon receipt of payments of funding from the Accountable Body under this Agreement the Provider must account for them separately and may not use the funding for any other purpose than making AGE grant payments to Employers.
- 3.7 In order to receive payments of funding under this Agreement the Provider will need to be registered on the Accountable Body’s payment system. A Beneficiary Details Form is attached to this Agreement and should be returned with it. No funding can be paid until the Form is completed.
- 3.8 The Accountable Body reserves the right to:

3.8.1 Revoke this agreement from the Provider if it does not manage the Programme effectively and submits repeated inaccurate or ineligible claims.

3.8.2 Change the Indicative Allocations during the period of this agreement.

4. How to Claim Funding and Reporting Requirements.

4.1 The Provider should claim payments of funding using the Claim and Statement of Use of Funds attached at Annex A and following the instructions given therein. The Claim and Statement of Use of Funds must be received by the Accountable Body to the following schedule irrespective of whether additional payments are being claimed or are due.

Month	Final date for receipt of Claim and Statement of Use of Funds and Audit Report.	Amount to be paid.
September 2016	26 September 2016	Up to 50% of the Total Indicative Funding Allocation based on the reported progress achieved in paying and committing to AGE grants unless this value has been exceeded by the value of grants actually paid out.
October 2016	26 October 2016	No payment
November 2016	25 November 2016	An amount equivalent to that by which the value of eligible Grants paid to employers exceeds the payment made in September up to the maximum Total Indicative Funding Allocation.
December 2016	23 December 2016	No payment
January 2017	25 January 2017	No payment
February 2017	22 February 2017	An amount equivalent to that by which the value of eligible Grants paid to Employers exceeds the value of funding already paid under this agreement.
March 2017	27 March 2017	None
April 2017	26 April 2017 In addition: Submission of Auditor's Report.	An amount equivalent to that by which the value of eligible Grants paid to Employers exceeds the value of funding already paid under this agreement.
May 2017	24 May 2017	None
June 2017	23 June 2017.	An amount equivalent to that by which the value of eligible Grants paid to Employers exceeds the value of funding already paid under this agreement.
July 2017	25 July 2017	Final payments equivalent to the value by which eligible

	Submission of Auditor's Report.	Grants paid to Employers exceeds the funding paid to the Provider up to the maximum of the total Indicative Funding Allocation.
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4.5 Claim and Statement of Use of Funds must be submitted by the Provider's named Accountable Officer. They may be submitted electronically but must be sent from the Accountable Officer's e-mail address.

4.6 The Accountable Body will make reasonable endeavours to pay funding to the Provider within 15 working days of the receipt of a valid Claim and Statement of Use of Funds. The Accountable Body will notify the Provider as soon as possible if Claims are not eligible and an extended period for payment of the Claim will apply.

4.7 By the 26 April 2017 and, if applicable, the 25 July 2017, the Provider must submit an Auditor's Report substantially in the form of Annex B to the Accountable Body.

4.8 If the Provider fails to meet these clauses [4] the Accountable Body is not obligated to pay any funding to the Provider under this Agreement.

5. Circumstances under which funding due or paid may be varied, withheld or clawed back.

5.1 Notwithstanding other clauses in this Agreement setting out when the Accountable Body is not obligated to pay funding to the Provider under this Agreement, the Accountable Body may also vary, withhold or claw back funding due or paid to the Provider in any of the following circumstances:

5.5.1 Failure to provide the required Auditor's Report (s)

5.5.1.1 The provision of an Auditor's Report that raises exceptions or highlights inaccuracies in the amounts claimed or paid as grant, or evidences that the full terms and conditions of this Agreement have not been met.

5.5.2 Failure to provide the necessary evidence in support of Claim and Statement of Use Funds.

5.5.3 Virement of funding from that set out in the Indicative Allocation at clause [3.1] and in breach of clauses [3.3 and 3.4]

5.5.4 Any action by the Provider that calls into disrepute the aims and nature of the West of England AGE Grant Programme.

5.5.5 Any action by the Provider that the Accountable Body reasonably determines as fraudulent and/or the submission of information to the Accountable Body that is reasonably deemed to be false or misleading.

5.2 Where repayment of funding paid under this Agreement is required it should be made within 28 days of the requirement to repay being notified to the Provider.

6. Payments of West of England AGE Grant to Employers by Providers

6.1 The Provider can pay the West of England AGE Grant to the Employer as soon as all aspects of eligibility have been determined as met and it is reasonable to assume that the Apprenticeship to which it applies will be maintained.

6.2 Should the Apprentice leave or be dismissed after the Provider has paid the grant to the Employer and during the first 13 weeks of in-learning, the Provider shall seek recovery of the value of the grant paid from the Employer.

6.3 The Provider is responsible for recovering any grant payments from the Employer where the conditions of the West of England AGE Programme are found not to have been met.

6.4 Any such recoveries under clauses [6.2 and 6.3] should be pursued reasonably and proportionately taking account of all circumstances. Any such sums recovered should be notified to the Accountable Body, held against a separate cost code and not used for any other purpose than directed by the Accountable Body.

6.5 The Provider should ensure that they do not pay an Employer more than five grants under this Programme.

7 Evidence and Audit Requirements

7.1 The Provider must retain documentary evidence of the grant payments made to and any recoveries from Employers, these will be auditable records.

7.2 The Provider is responsible for checking the Employer's eligibility as detailed in this Agreement and the documents published on the website detailed in clause [2.1].

7.3 The Provider is required to obtain a completed and signed copy of the West of England AGE Programme Employer Declaration and a copy must be given to the Employer to be retained as a record for State Aid requirements.

7.4 The Provider must retain the following evidence and such evidence must be auditable:

7.4.1 A copy of the signed Employer Declaration providing evidence of Employer eligibility which must be countersigned by the Provider.

7.4.2 Evidence of the checks and processes carried out by the Provider to satisfy that the eligibility criteria have been met.

7.4.3 Evidence of the payment of grant to the Employer.

7.4.4 Evidence that any required recovery from the Employer has taken place and that this has been held in accordance with clauses [6]

7.4.5 An Employer declaration that State Aid rules have not been breached.

7.5 All such records will be made available for the Accountable Body to view upon reasonable notification.

7.6 The requirement for an Auditor's Report in support of funding claimed from the Accountable Body is set out in clause [4.7].

8 Fraud and Irregularity

8.1 The Provider shall notify the Accountable Body immediately where it becomes aware of any instance of suspected fraud or financial irregularity in relation to West of England AGE Programme including, but not limited to the submission by an Employer of inaccurate, incomplete, misleading or falsified information for the purpose of obtaining a West of England AGE grant.

8.2 Where the Accountable Body has reasonable cause to suspect that fraud or irregularity has occurred in relation to the West of England AGE Programme, the Accountable Body shall have the right of access to the Provider's premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records including electronic records and to interview the Provider's servants or agents.

8.3 Where the Accountable Body has reasonable cause to suspect that fraud or irregularity has occurred in relation to a claim for grant it shall have the right to suspend further payments to the Provider and require the Provider to suspend commitments to new grants.

9 Sub-contracting

9.1 The Provider may not assign any right, duties or obligation under this Agreement. Providers must adhere to the Assignment and Subcontracting clauses set out in your Education and Training Funding Agreement with the SFA.

9.2 The Provider is responsible for any sub-contracting arrangements, ensuring that all organisations involved are aware and meet the terms and conditions required in this Agreement the supporting documentation which forms part of this Agreement.

- 9.3 Where the Provider's subcontractor fails to comply with the requirements in this Agreement which results in the Employer not receiving a grant to which they are entitled, the Accountable Body reserves the right to pay grant due direct to the Employer and recover the funding from the Provider. This may be recovered from deducting the amount from any sums due to the Provider under this Agreement.

10 Termination

- 10.1 The Accountable Body can terminate this Agreement with immediate effect where the Provider is in breach of this Agreement.
- 10.2 The Accountable Body can terminate this Agreement with immediate effect where a Provider's Skills Funding Agency contracts for 16-18 apprenticeship funding or Adult apprenticeship funding is removed or its Skills Funding Agency Funding Agreement is terminated.
- 10.3 Either Party shall be entitled to terminate this Agreement by giving to the other not less than three months' notice in writing.
- 10.4 In the event of the termination of this Agreement the Provider will immediately return any funding received that has not been paid out in grant to Employers to the Accountable Body.

11 The Agreement

- 11.1 This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, or prior undertakings of any nature made by the Parties, whether written or oral, relating to its subject matter.
- 11.2 This Agreement shall not be deemed to be varied unless changes and amendments are notified to the Provider by the Accountable Body in writing.

12 Acceptance of this agreement.

- 12.1 The Provider's Accountable Officer should sign and return to the address given this Agreement, retaining a copy for your records. The Agreement should be returned within 14 days of its date or will be deemed to have lapsed, with no obligations created on either party.
- 12.2 Signed Agreements should be returned to:

Antony Corfield, Bath and North East Somerset Council, The Engine Shed, Station Approach, Bristol, BS1 6QH.

Authorised Signatory on behalf of Bath and North East Somerset Council.

Tim Richens
Chief Financial Officer

Authorised Signatory on behalf of the Provider (the Accountable Officer)

I have read and understood this Agreement and accept it on the terms and conditions offered:

Signature Print Name

Position Date

Annex A - Claim and Statement of Use of Funds.

ON THE HEADED PAPER OF THE PROVIDER

Add Provider Address

Dear Tim

Claim for payment of West of England AGE Programme funding.

On behalf of *Provider Name* I submit our Claim and Statement of Use of Funds under the West of England Age Programme funding for the period *xx/xx/xxxx* to *xx/xx/xxxx*. The completed Report tables (numbered 1 and 2) below set out our performance to date in delivering the Programme.

The maximum value of the payment due is set by the terms of our Agreement and I claim the sum of £*xxx,xxx* according to those terms and my assessment of our current commitments and those we are likely to enter until the next payment is due to us.

(Select one of the following paragraphs for inclusion and add any necessary figures.)

i. I confirm that our total Indicative Allocation remains correct and that Provider Name remains on track to take up the available funding offered to us.

*ii. I have assessed our performance against our total Indicative Allocation and believe that we will not require the full amount offered to us. Our Indicative Allocation should be reduced by £*xx,xxx*.*

*iii. I have assessed our performance against our total Indicative Allocation and reasonably believe, on the basis of interest in the Grant from Employers working with us, that we would be able to disburse additional funding of £*xx,xxx* if it were to be made available to us.*

Yours sincerely

Sign, Date, Position.

Claims should be submitted to Tim Richens, Chief Financial Officer, Bath and North East Somerset Council, Guildhall, High Street, Bath, BA1 5AW.

If submitted electronically, they should be submitted to:

tim_richens@bathnes.gov.uk and cc'd to antony.corfield@westofengland.org in an e-mail with the Subject name: AGE Programme funding claim.

REPORT 1. GRANTS PAID TO EMPLOYERS

1 Aug 31 Dec	West of England AGE Programme Basic grants paid to Employers during the claim period. (Number)	West of England AGE Programme Incentive grants paid to Employers during the claim period. (Number)	The number of Apprentices that met each Incentive criteria.	Number
16 – 18			Criteria 1 – Construction	
			Criteria 2 – STEM	
			Criteria 3 – Level 3 or Higher	
			Criteria 4 – BAME	
19 – 24			Criteria 1 – Construction	
			Criteria 2 – STEM	
			Criteria 3 – Level 3 or Higher	
			Criteria 4 – BAME	

REPORT 2. GRANTS COMMITTED TO EMPLOYERS

1 Aug 31 Dec	West of England AGE Programme Basic grants committed to Employers during the claim period. (Number)	West of England AGE Programme Incentive grants committed to Employers during the claim period. (Number)	The number of Apprentices that met each Incentive criteria.	Number
16 – 18			Criteria 1 – Construction	
			Criteria 2 – STEM	
			Criteria 3 – Level 3 or Higher	
			Criteria 4 – BAME	
19 – 24			Criteria 1 – Construction	
			Criteria 2 – STEM	
			Criteria 3 – Level 3 or Higher	
			Criteria 4 – BAME	

ANNEX B - Auditor's Report

The Auditor's report should be written on headed paper, dated and addressed to the Provider and the Accountable Body. The report should be substantially in the following form:

1. We have examined the enclosed Claims and Statement of Use of Funds from [the Provider] for the period from [date] to [date]. These claims have been prepared by and are the sole responsibility of the Providers Accountable Officer.
2. We have carried out a high level of assurance assignment by selecting a representative sample of expenditure items accounting for at least 20% of the funding claimed as reported in the Claim and Statement of Use of Funds submitted by the Provider for the stated period year and performed the following tests:
 - a. [Name of Auditor] has selected a random sample of AGE grants paid to Employers by the Provider, as reported on the Claims, and traced them to the records and evidence required to be kept under Clauses 7 of the Provider's Agreement. Furthermore, we have seen evidence of payment to the relevant Employers to check that the AGE Grants claimed as being paid by the Provider have been properly incurred and defrayed in accordance with the terms and conditions of the Agreement;
 - b. [Name of Auditor] confirms the arithmetical accuracy of the Claims and agreed them to the appropriate supporting documentation and that no virement of funding received has been made between the specified amounts for AGE grant payments in relation to Apprentices who are between 16 and 18 years of age and those who are between 19 and 24 years of age and that no virement (unless agreed in writing) has been made between the funding received for Basic grant payments and Incentive grant payments. [Name of Auditor] has also checked whether the funding claimed by the Provider has been calculated in accordance with the terms and conditions of the Provider's Agreement including that the Claims have been submitted in support of eligible payments.
 - c. [Name of Auditor] confirms that the funding paid to the Provider has been used exclusively for the purposes set out in the Provider Agreement and that no sums received have been spent on other activity.
 - d. [Name of Accountant] confirms the Provider has maintained adequate records to enable us to report on the claims and has made available all evidence that was used to prepare to Claims made in the period [date] to [date].

Statement of any errors and reservations/exceptions.

3. <These, if any, should be clearly stated here in bullet points.>

Based on the examination as above and subject to the possible financial effect of any reservations or qualifications set out in paragraph 3, [Name of Accountant] report that based on the findings, in [Name of Accountant's firm] opinion the Claims for grant payment meet the conditions of the Provider's Agreement dated [date].

Our report is prepared solely for the confidential use of the Provider and Bath and North East Somerset Council or any UK central government department and solely for the purpose of verifying the grant claimed under the West of England AGE Programme.

It may not be relied upon by the Provider or Bath and North East Somerset Council or any UK central government department for any other purpose whatsoever. Our report must not be recited or referred to in whole or in part in any other published document without our written permission except where disclosure is required as a result of a statutory obligation. Our report must not be made available, copied or recited to any other party without our express written permission in every case except that the Provider or Bath and North East Somerset Council or any UK central government department may disclose the report where it has a statutory obligation to do so. Other than to the Provider and Bath and North East Somerset Council or any UK central government department [Name of Auditor] do not have any duty to any other party to whom this report may be disclosed.

The engagement to report on these grant claims is separate from, and unrelated to, the audit of the annual financial statements of the Provider and that the report relates only to the matters specified and that it does not extend to the Provider's annual financial statements taken as a whole.

Name and signature of the reporting auditor.

Date of the report.

Name for enquiries

ANNEX C – Beneficiary Form

WEST OF ENGLAND AGE PROGRAMME BENEFICIARY DETAILS FORM

In order to ensure timely payment of funding to the Provider, this form should be returned with the signed Agreement.

Please enter the bank/building society and account details in to which grant should be paid. All payments are made by BACS.

Provider's legal Name	
Provider's Registration Number (company, charity etc)	
Bank/building society sort code	
Account name	
Account number	
Bank/Building society name	
Bank/Building society address	
Building society roll number (if applicable)	
Name of Provider's main contact for payments	
Telephone number of main contact	
E-mail address of main contact	
Fax number (if applicable)	

Signed:

Date:

Print Name: