



Land Based Pre Apprenticeship Programme Specification 2025 – 2026 (with SDS option to extend to 2026/2027 and 2027/2028)

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Version History

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2	<u>Clarification on employer in Section 1.5</u>	Fiona Stewart	24.06.25

Abbreviations

Term	Meaning
BME	Black and Minority Ethnic
FIPS	Funding Information and Processing System
IA	Initial Assessment
ITA	Individual Training Account
ITT	Invitation to Tender
LBPA Programme	Land Based Pre Apprenticeship Programme
LP	Learning Plan
SDS	Skills Development Scotland
SIA	Skills Investment Adviser
SSO	Sector Skills Organisation
SSP	Strategic Skills Pipeline
TA	Training Agreement

Contents

- 1. Context**
 - 1.1 Skills Development Scotland
 - 1.2 Labour Market Conditions
 - 1.3 Aims
 - 1.4 Timescale for delivery
 - 1.5 Services
 - 1.6 Advancing Equalities
- 2. Offer**
 - 2.1 Funding model
 - 2.2 Travel and Lodging costs
 - 2.3 Individual Training Accounts
- 3. Policies, Procedures and Systems**
 - 3.1 Equal Opportunities Policy and Procedures
 - 3.2 Health, Safety and Wellbeing
 - 3.3 Funding Information and Processing System
 - 3.4 Information Security Policy and Procedures
 - 3.5 Promotion of Fair Work Practices
 - 3.6 Promotion of other SDS Initiatives
 - 3.7 Quality Assurance
 - 3.8 Provider Controls and Assurance
 - 3.9 Signatures
 - 3.10 Awarding Body Notification and Reports
- 4. Programme Delivery**
 - 4.1 Eligibility
 - 4.2 Initial Assessment and Learning Plan
 - 4.3 Training Agreement
 - 4.4 Equality Monitoring Form
 - 4.5 Entering an Assignment on FIPS
 - 4.6 Induction to the Programme
 - 4.7 Participant Progress Review
 - 4.8 Exit
- 5. Payment and Claims**
- 6. Delivery reporting against profiles**

Appendices

Appendix	Description
1	Training Agreement
2	Equality Monitoring Form
3	Training Course List
4	Request for Payment and Statement of Compliance
5	Travel and Lodging Policy and Claim Form
6	Participant Progress Review
7	Forecast

1 Context

1.1 Skills Development Scotland

Skills Development Scotland (SDS) is the national skills body supporting the people and businesses of Scotland. A non-departmental public body of the Scottish Government, SDS plays a key role in driving the success of Scotland's economic future through the delivery of the Scottish Government's Economic and Skills Strategies. Our services are shaped by the Scottish Government's Career Information, Advice and Guidance (CIAG) Strategy and its Youth Employment Strategy.

We help the skills and learning system to better respond to the needs of the economy and help individuals and businesses to benefit from learning and skills development opportunities.

Working in partnership at a national and local level we:

- support individuals to reach their potential through developing the skills they need to progress effectively in their working and learning lives
- help make skills work for employers, supporting businesses of all sizes to compete effectively by building, developing, and getting the best from their workforce
- improve the skills and learning system by ensuring our combined services are aligned, integrated and meet the needs of our customers.

1.2 Labour Market conditions

Scottish agriculture is influenced by various economic drivers that shape its dynamics. They include:

- Market demand and prices – values can be highly volatile
- Government policies and support
- Technology and innovation
- Climate and environmental factors
- Input costs and their volatility
- Consumer preferences and trends
- Infrastructure and transportation
- Currency exchange rates

Labour availability and cost is also a significant economic driver. It is estimated that 360,000 jobs (1 in 10 of all Scottish jobs) are dependent on agriculture. Around 67,000 people in Scotland are directly employed in agriculture, which means it is the third largest employer in rural Scotland after the service and public sectors. (source NFUS <https://www.nfus.org.uk/farming>).

In the 2021 Scottish Agricultural Census, at least 60% of Scottish farmers (working occupiers) were 55 years old or over. Attracting younger people into the industry will not only provide for a more sustainable workforce of the future but also has the potential to encourage young people to live and work in rural areas that are affected by population decline such as the West and South West of Scotland along with some areas in the East <https://www.nrscotland.gov.uk/statistics-and-data/>

1.3 Aims

The aim of the Land Based Pre Apprenticeship Programme is to encourage individuals to consider a career in the agricultural sector by offering a pathway for young people. The programme provides a mandatory six month paid placement to support the development of vocational and technical skills by way of industry recognised qualifications. As the programme is

aimed at young people (16-24) it also provides employability support by way of the Preparation for Employment Award SCQF level 4, or any other employability units as agreed by SDS.

The programme is targeted at young people aged 16-24 across Scotland who are interested in a career in agriculture. This is to ensure long term sustainability of the sector's labour market.

The programme will support activities that enable the participants to address any barriers to employment and allow them to progress to the next stage such as a Modern Apprenticeship.

1.4 Timescale for Delivery

The contract will run for an initial period of 1 year with the option to extend for 12 months on two separate occasions at SDS discretion. SDS has a right to issue Contract Awards for the extended periods 1 April 2026 – 31 March 2027 and 1 April 2027 – 31 March 2028 in accordance with the following process: -

Allocations will be based upon the confirmed volume/budget from Scottish Government. The start volumes for each 1-year LBPA Contract extension that applies (if any) will be pro-rated in accordance with the volume allocation per Provider as allocated in the previous Contract Schedule with the Provider under this LBPA Contract, against the total Start volume/budget available for the LBPA Programme in the extended year.

Awarded by unused Starts volumes that SDS requires to re-allocate are expected to be very limited (if any) and will be re-allocated based on demand at the relevant time.

1.5 Services

As a Provider, you must ensure that:

The Programme facilitates the progression of Participants along the Strategic Skills Pipeline. <https://www.employabilityinscotland.com/resources-for-partners/the-employability-pipeline/1/>

The industry recognised qualifications element of the programme should be differentiated to meet the needs of the individual participants and the mandatory paid placement employer and must not duplicate other publicly funded provision.

The LBPA Programme comprises the Participant:-

- Completing an Induction
- Participating in 4 weekly progress reviews
- Successfully completing two Industry recognised certificated qualifications, and
- Satisfactorily completing a six months paid placement with an agricultural employer.

Further details are set out below.

The Services you require to perform to support the LBPA Programme include:-

- Initial assessment to identify the Participant's skills and experience and any barriers to employment
- Production of a Learning Plan to address the barriers to employment
- Services activity that offers tailored interventions that will support the removal of barriers to employment
- Activity that proactively supports and facilitates a seamless progression to a paid placement for a period of six months.

- Activity that supports the progression to employment and/or Modern Apprenticeship in the agricultural sector.
- Promotion and marketing activities to stakeholders and potential participants – e.g. DYW events, DWP, local careers fairs and agricultural events commensurate with and relevant to, the nature and volume of the Services to be provided, as set out in your ITT Response (subject to any amendments thereto set out in the SDS award letter).
- For each Participant, induction activity relevant to the LBPA Programme services being provided to the Participant. Details of the induction services you shall provide shall be set out in your ITT Response (subject to any amendments thereto set out in the SDS award letter)
- For each Participant, Employability modules as per appendix 3.
- Satisfactory completion by each Participant of a six months paid placement with agricultural employers, arranged by or on behalf of, you. Within 4 weeks of the registered Start date of the Participant, you must (i) hold the required evidence to satisfy SDS that a contract of employment for the duration of the placement between the paid placement agricultural employer and the Participant and (ii) register the required employer details on FIPS. If a written contract or payslips cannot be supplied, please contact your SIA for further guidance.
- The first Participant Progress Review must take place within 4 weeks of the start date of the paid placement and agreement with the employer on the 2 industry recognised certified qualifications, signed and dated by Participant, paid placement employer and provider.
- Satisfactory completion by each Participant of a minimum of two Industry recognised certificated qualifications, as agreed in writing with the paid placement employer in participant progress review. These qualifications are noted in appendix 3. Any others must be agreed in writing, in advance by your SIA. (The charges set out in the Funding Model (paragraph 2.1 of this Specification) include all charges payable by SDS for the two qualifications. SDS shall not pay any additional costs (if any) which shall require to be met by you).
- For each Participant, CV building and interview preparation support relevant to the LBPA Programme services being provided to the Participant.

You must submit a report to SDS confirming the promotion and marketing activities undertaken by you, in accordance with such format, instructions and timescale as SDS shall advise and this must be produced before milestone 2 claims. The report must demonstrate fulfilment of your related undertakings under the LBPA Contract (including your ITT Response). To the extent that you do not comply with the requirements in full SDS reserves the right to recover up the full charges paid to you for Milestone 1 (as defined in the Funding Model (paragraph 2.1)).

For the avoidance of doubt, an agriculture employer is one who is directly involved in crop or animal production; agricultural engineering and other products and services that support farming such as fertilizers and animal feeds.

As part of the six-month paid placement, a maximum of 20 days' allowance is included for holidays and illness. This allowance must be considered when determining at the outset whether an individual is capable of completing the full programme by the required programme completion date, namely 31 March 2026. SDS is entitled to withdraw an individual from the programme and recover up to all of the sums paid to the provider where an individual commenced the programme with no reasonable prospect of completing the programme in full by the required date, as set out in the Conditions. Where the participant is absent more than 20 days, the Provider should inform the SIA immediately.

You must seek permission in writing, in advance from your SIA for any participant who cannot meet the above timescale.

A Participant shall not continue as an In-training Participant under a successive Contract Schedule, where the Participant failed to complete the LBPA Programme by the expiry date of the Contract Schedule under which the Participant registered as a Start (i.e. by 31st day of March next occurring after the Participant's Start date), unless you have the prior written approval from your SIA to do so, and the In-training volume in the successive Contract Schedule has accounted for that continuing Participant. SDS has absolute discretion in determining any such approval. A minimum of 4 weeks is required for SDS to consider any such approval request.

Without prejudice to SDS's other rights and remedies, in the event that at least 80% of the volume of permitted (not actual) LBPA Programme participants set out in any Contract Schedule do not fully complete the LBPA Programme in accordance with the contract terms, by the expiry date of that Contract Schedule, SDS reserves the right to require the provider to enter into an action/improvement plan in accordance with Condition 22.2.2.8.

You are expected to attend operational delivery meetings organised by SDS via Microsoft Teams.

1.6 Advancing Equalities

We are committed to supporting equality and diversity in education and working environments and the best possible outcomes for young people.

You must actively encourage equality of opportunity in your provision. So, you will be expected to:

- demonstrate activity undertaken and planned regarding engaging and supporting **underrepresented or disadvantaged groups or those with protected characteristics** as defined in the Equality Act 2010 (such as sexual orientation and gender reassignment) as part of your delivery of starts and achievements;
- provide evidence of how you measure, analyse and evaluate the impact of your activity regarding **underrepresented or disadvantaged groups or those with protected characteristics** as defined in the Equality Act 2010 (such as sexual orientation and gender reassignment) using your equality monitoring information and other data sources, for example using customer consultations and satisfaction surveys;
- demonstrate how this evaluative information improves your delivery of your provision for those **underrepresented or disadvantaged groups or those with protected characteristics** as defined in the Equality Act 2010 (such as sexual orientation and gender reassignment) as part of your quality assurance (continuous improvement) process.

Disabled and/or Care Experienced:

We recognise that Disabled and/or Care Experienced people can face challenges in their career journey and may require additional support to enable them to sustain and successfully complete the programme. SDS have a range of support guides to help Providers and employers available on our [Equality and Diversity web page](#).

2. Offer

2.1 Funding Model

The Contract Schedule sets out:-

- the maximum charges payable to you by SDS for the total permitted number of Starts as at the date of signature of the LBPA Contract ("Maximum Permitted Starts Charge"); and
- the maximum charges payable to you by SDS for each individual Participant in respect of the Services to be provided by you to that Participant ("Maximum Individual Participant Charge"), which is calculated by dividing the Maximum Permitted Starts Charge by the total permitted number of Starts as at the date of signature of the LBPA Contract.

SDS shall pay you for the Services as follows:-

Milestone 1 – Contract Signature

30% of the Maximum Permitted Starts Charge. You must claim the Milestone 1 payment using FIPS within 30 calendar days of the later of:-

- (i) receipt by SDS of your unconditional acceptance of the contract award offer from SDS, forming part of the LBPA Contract ("Initial Payment") and
- (ii) receipt from you by SDS of all required FIPS User Access details.

Without limiting SDS's rights, you are reminded of:-

- SDS's right not to pay claims submitted late,

Milestone 2 – Registered Starts

30% of the Maximum Individual Participant Charge, per Participant– properly registered as a Start. You must upload the Request for Payment and Statement of Compliance (appendix 4) and signed declaration to FIPS in order to submit a claim. A Milestone 2 claim for a Participant must be submitted fully in accordance with all the requirements no later than 30 calendar days after registration for the LBPA Programme of the Participant on FIPS.

Without limiting SDS's rights, you are reminded of:-

- SDS's right not to pay claims submitted late,
- your obligation to deliver an induction to the Participant, as set out in paragraph 4.6, and [to obtain and hold the required evidence] of the Participant's contracted employment, within the specified 4 week period, as set out in paragraph 1.5, and
- SDS's right not to pay a claim, or to recover sums paid, where any condition of the LBPA Contract has not been met, including any failure by you to meet the above-mentioned requirements.
- your obligation to deliver to SDS before submitting a claim for milestone 2 a report demonstrating your full compliance with your promotion and marketing undertakings under the LBPA Contract; and
- SDS's right to recover sums paid where any condition of the LBPA Contract has not been met, including any failure by you to submit a timeous and satisfactory report.

Milestone 3 – Completion Milestone

40% of the Maximum Individual Participant Charge for each Participant who has successfully completed all requirements of the LBPA Programme and whose leaving details have been

accurately entered into FIPS. The Provider shall upload the Request for Payment and Statement of Compliance (appendix 4) and signed declaration to FIPS. SDS will not fund any of the wage costs for the Participant's six month mandatory work placement.

Claims must be made in respect of each Participant no later than 30 calendar days after the Participant's leaver details have been entered on FIPS.

Without limiting SDS's rights, you are reminded of:-

- SDS's right not to pay claims submitted late, and
- SDS's right not to pay a claim or to recover sums paid, where any condition of the LBPA Contract has not been met, including any failure by the Participant to successfully complete (i) the two required courses and (ii) the six month paid work placement.

All claims

Without prejudice to any stated period within which a claim must be submitted, no claim is permitted after 31 March 2026.

For each claim the Provider will complete appendix 4 and upload to FIPS.

2.2 Travel and Lodging Expenses

Travel expenses are available in limited circumstances where the National Entitlement Card cannot reasonably be used for Participant travel to and/or from a Course set out in their Training Plan. This is only for the participants direct travel cost as set out in the SDS Travel and Lodging Policy and Claim form (appendix 5).

In limited circumstances a participant may be required to reside away from their ordinary home for the sole purpose of attending a Course set out in their Training Plan and part of the Land Based Pre Apprenticeship programme. Lodging expenses are available as set out in the SDS Travel and Lodging Policy and Claim form (appendix 5).

All travel and lodging costs claimed must fall within the scope of the travel arrangements and costs included within the Provider's Invitation to Tender document (subject to any amendments set out in SDS's letter of award, or otherwise agreed in writing).

Providers will claim via FIPS and must retain all associated receipts and, if relevant, evidence of the participant being reimbursed before claim is made. Where the Provider fails to deliver any such receipt to SDS following a request for the receipt from SDS (whether such request is made before or after SDS has paid the Provider the associated claim) SDS shall be entitled to withhold the expenses payment or, as applicable, recover it from the Provider. The evidence will be subject to SDS monitoring.

You must make claims through FIPS for reimbursement no later than 30 days after the actual journey being made.

At all times, you must seek the most cost-effective travel/lodging costs.

Travel and Lodging Policy and Expense Claim Form (appendix 5) will be made available. The evidence will be subject to SDS monitoring.

The programme will not fund;

- The participant's daily travel to and from the paid placement

- lodgings for any other purpose than that noted above.

2.3 Individual Training Accounts

Participants may not use SDS Individual Training Accounts (ITAs) - or any replacement programme - to fund training delivered as part of the Land based Pre-Apprenticeship Programme or for any elements of the Learning Plan. Participants in the programme may not apply for SDS ITA funding (or any replacement programme) or to renew an existing account for SDS ITA funding whilst participating in the programme.

3. Policies, Procedures and Systems

3.1 Equal Opportunities Policy and Procedures

Under the Equality Act 2020, SDS has a Public Sector Equality Duty to promote equality of opportunity in its products and services. This applies to all protected groups under the legislation. SDS also promotes and supports the needs of care experienced young people through our duties under the Children and Young People Act 2014. You must ensure that in delivering the Land Based Pre Apprenticeship programme no acts of discrimination take place (as defined in the Equality Act 2010), and that you take steps to ensure equality of opportunity regarding the recruitment and achievement of customer groups [Equality and Diversity web page](#)

3.2 Health, Safety and Wellbeing

3.2.1 Reporting and Investigation of Incidents

You must immediately notify all Reportable Incidents to the relevant authority as required by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations). If a Reportable Incident occurs while a Participant is conducting their LBPA Programme activities, you must ensure we are informed immediately by contacting your Skills Investment Advisor (SIA) by phone (leaving a message containing brief details of the incident, any follow up actions you have taken and confirmation that you have complied with your and the employers Health and Safety obligations and their policies and procedures - If unanswered, please email your SIA. In each case, if re-directed to an alternative contact, you must inform that contact.

These obligations are without prejudice to any statutory duty of any person to notify a death, injury, disease, or dangerous occurrence.

3.2.2 Safeguarding

Safeguarding is the action that is taken to promote the welfare of children and protected adults and protect them from harm. The protection of children and vulnerable adults is part of the safeguarding process. It focuses on protecting the individual identified as suffering or likely to suffer significant harm which includes safeguarding individuals from being drawn into terrorism, ensuring those vulnerable to extremist and terrorist narratives are given appropriate advice and support at an early stage. This is known as PREVENT and is no different to any other form of safeguarding from harm. We have set out below some of the safeguarding responsibilities expected of you for the duration of the LBPA Contract, in order that you meet all statutory and regulatory requirements that may apply to you. Please note that the list below is not exhaustive, and you will require to ensure that you meet all of your statutory and regulatory obligations, as required under Condition 13.

SDS requires;-

- you to have a nominated protection/ safeguarding lead for children, young people and vulnerable adults within your organisation
- you to have a robust safeguarding policy in place and to ensure best practice through all of your policies and procedures includes safeguarding and PREVENT.
- you to provide effective management for staff through supervision, support training and quality assurance measures so they fully understand and follow your safeguarding policy including PREVENT training confidently and competently.
- you to have robust recording procedures for noting concerns or facts about disclosure relating to safeguarding and PREVENT.
- the lead member of your staff to maintain their continuous professional development in safeguarding and PREVENT on a regular basis.
- the lead member of your staff to be competent and confident to refer issues of protection/ safeguarding and PREVENT to the relevant statutory organisations in their local authority area e.g. social work and in emergencies Police Scotland
- you to make available to all Participants the name of the individual they should contact if any safeguarding concern arises, with that individual being either within your organisation or within the Participant's employer's organisation, all as agreed with the employer and intimated to the Participant. Further, the nominated individual is expected to be competent and knowledgeable with all of your policies and procedures in relation to safeguarding and PREVENT.
- you to make available to all your Participants and your Employers information about PREVENT and signpost to the most up to date PREVENT duty training which is available [here](#) . Further information and guidance on PREVENT is available [here](#) and on the Scottish Government web page [here](#)

3.3 Funding Information and Processing System

Funding for Land Based Pre Apprenticeship Programme will be administered through FIPS in line with SDS requirements. Through duly authorised and appropriately qualified staff you must ensure all the information collected for FIPS and input to FIPS is up to date, is accurate, is entered into FIPS in good time and complies with SDS FIPS Guidance (as amended from time to time).

To use FIPS as prescribed in the Land Based Pre Apprenticeship Programme Contract awarded, you must obtain for the Contract a User Permission for each user of the FIPS Software. SDS will give you all information about each User Permission including the terms and conditions, and charges and guidance on how to request/grant/amend the permission. SDS will make User Permissions available to you or, at our discretion, set them out in SDS Provider Web Pages available through:

<https://www.skillsdevelopmentscotland.co.uk/learning-providers/fips-funding-information-and-processing-system>

You must complete a FIPS Delegated Authority form annually, and you must submit the Delegated Authority form to SDS at the same time as you return your contract. You must notify us of any changes in line with the User Access permission guidance. You must always keep to our security guidance and ensure FIPS passwords are reviewed regularly and updated for changes in Staff or contacts (or both).

In order for you to access FIPS you must install and setup the Microsoft Authenticator App (MFA).

All users are required to amend their Multi Factor Authentication (MFA) settings so that Authenticator App is the default method of authenticating when prompted.

Against the background of increasing incidences of cyber criminals finding ways to bypass MFA, SDS are taking steps to strengthen our approach following best practice advice from Microsoft. MFA is a security measure that requires two or more proofs of identity to grant you access to a website, application, or device. It protects our data (personal and corporate) from being accessed by an unauthorised third party. FIPS holds a large quantity of personal data, as well as storing commercially sensitive data. MFA and using the Authenticator App as default for MFA helps protect this data.

The installation and use of the application does not mean that SDS or Microsoft can access personal data/information stored on your phone. Its sole purpose is to authenticate your login. The App is available from the App store on your phone.

More information on FIPS can be found on the [SDS web pages](#).

3.4 Information Security Policy and Procedures

You must have due regard to data protection and the security of information. You must comply with SDS Information Security and Data Handling Requirements (Appendix 4) of the Land Based Pre Apprenticeship Conditions) as amended by SDS from time to time, including the encryption of data being transferred electronically.

3.5 Promotion of Fair Work First and other provisions

The public sector in Scotland is committed to delivering high-quality public services. It recognises that this depends on a workforce that is well rewarded, well-motivated, and well led, has access to appropriate opportunities for developing training and skills, is diverse and is engaged in decision making. These factors are also important for workforce recruitment and retention and continuity of service. Public bodies in Scotland are adopting Fair Work Practices. The Scottish Government has set out a Fair Work Action Plan <https://www.gov.scot/publications/fair-work-action-plan-becoming-leading-fair-work-nation-2025/pages/1/> and has added updated Fair Work First guidance: Supporting the implementation of Fair Work First in workplaces across Scotland <https://www.gov.scot/policies/fair-and-inclusive-workplaces/public-sector-grants-and-funding/>

Further information on our Fair Work First is as follows: -

Our [Strategic Plan](#) includes our ambition to become an exemplar of Fair Work, in line with the work of the Fair Work Convention <http://www.fairworkconvention.scot/>. This includes our commitment to fair pay and reward as a Scottish Living Wage accredited employer <http://scottishlivingwage.org/>. To ensure the highest standards of service quality in the Contract, you must take a similarly positive approach to Fair Work First when performing your Services, as part of a fair and equitable employment and reward package for all employees whether permanent, temporary or subcontractors involved in the delivery of any SDS contracts. You must also comply with all the undertakings you gave in your ITT Response regarding Fair Work First.

When marketing your Services to employers and participants, you must take appropriate action to promote the benefits of employers operating Fair Work First. Best practice guidance is available at <https://www.gov.scot/publications/fair-work-action-plan-becoming-leading-fair-work-nation-2025/pages/2/> or another website that we may inform you of from time to time. In this promotional activity, you are expected to mention any relevant wage rates. Details of the minimum pay rates are available on the [UK Government](#) website and on the [ACAS](#) website.

Anti-Slavery and Human Trafficking

Your attention is drawn to condition 13 of the Conditions (Prevention of Bribery and Anti-Slavery and Human Trafficking Laws and Offences) and your duties under the legislative provisions. Further guidance is available [here](#).

3.6 Promotion of other SDS Initiatives

My World of Work:

You must use your best efforts to encourage each Participant to register on the SDS My World of Work web service at <http://www.myworldofwork.co.uk/> during the Participants induction to the programme. From time to time, SDS will compare the number of your Participants registered on FIPS against the number registered on My World of Work.

Modern Apprenticeships, Foundation Apprenticeships and Graduate Apprenticeships:

You must use your best efforts to promote SDS's Apprenticeship family to employers and suitable Participants.

Other SDS Products and Services:

Stay up to date with the latest news from SDS by signing up to our Provider newsletter [SDS web pages](#). You must use your best efforts to promote other relevant SDS products and services that we will bring to your attention from time to time.

3.7 Quality Assurance

To assist with your continuous improvement, the SDS Quality Assurance and Improvement Framework sets out standards designed to assess how far you deliver quality learning and assessment services that focus on the needs of Participants and employers. A copy of the current [SDS Quality Assurance and Improvement Framework is available on the Work Based Learning Quality Assurance and Improvement Hub](#)

The Quality Assurance and Improvement Framework may be amended from time to time by SDS and the revised version made available on the SDS website.

3.8 Provider Controls and Assurance

You must always have in place management processes and controls to ensure that: you are meeting your contracted obligations; all your staff involved with the Land Based Pre Apprenticeship programme are aware of all its requirements; you promptly identify and disclose to SDS any actual or potential conflict of interest; and there is clear segregation of duties that provide a check that the Land Based Pre Apprenticeship Programme Specification and Conditions are followed.

We are entitled to assess your controls during and after the period of the Contract, accessing your and any sub-contractor premises as we see fit, and take such action as we see fit to establish how far the controls are or were operating satisfactorily. You must co-operate fully with us in each such assessment and action.

If you are no longer providing training or assessment services to Participants and have no outstanding claims for payment under the Land Based Pre Apprenticeship Programme contract, you must comply with your contracted obligations for the rest of the retention period as set out in the Records, Audit Access and General Assistance condition contained in the Conditions.

3.9 Signatures

You must ensure that key controls are in place to ensure that all signatures and dates on all forms and documentation are genuine and used only where there is knowledge of and intent to sign.

We accept:

- wet signatures;
- stylus signatures (this includes mouse or touchscreen);
- and signatures gathered using electronic signature software. Where these are typed or tick box controlled, you must provide an audit trail.

We do not accept copied and pasted signatures.

Any irregularity in required signatures may be deemed a breach of your LBPA Contract. You must retain any electronic signature audit trail with the relevant document and make it available to us on request.

3.10 Awarding Body Notification and Reports

As you, or your nominated subcontractor, will be offering certification as part of your services, you must notify your SDS assigned SIA immediately when either of the following arise:-

- Any hold is placed on accreditation you, or your nominated subcontractor, have with an Awarding Body.
- Any sanction is imposed on you, or your nominated subcontractor, by an Awarding Body that may affect a Participants achievement.

Failure to do so will be regarded as a breach of the Contract?

Each Awarding Body External Verifier's Report must be made available to the appointed SDS assigned SIA, for quality monitoring and compliance purposes, within seven calendar days of your receiving it if the report contains any formal actions, and otherwise, immediately on demand by SDS.

This requirement extends to all sub-contracting arrangements, where you are responsible for requesting such External Verifier reports from sub-contractors. Please refer to Conditions Section 28 (Assignment and Sub-contracting)

4 Programme Delivery

4.1 Eligibility

A person is eligible for the Land Based Pre Apprenticeship Programme if they fulfil all the criteria below:

- They are aged 16 (or have reached the Scottish statutory minimum school leaving age) to 24 years old at the time of starting the programme,
- They are not in employment, education or training
- They are able to participate fully in the Land Based Pre Apprenticeship programme and attend as required by the Provider
- They must fulfil the requirements of the legal right to work and access training in the UK
- They participant must be a Scottish resident for the duration of the programme.
- The participant must complete their paid placement at a business premises in Scotland.

You are responsible for ensuring that the Participant at all times meets the eligibility criteria and must notify SDS in the event that a Participant is no longer eligible in order to determine whether the individual may continue. SDS shall not be liable for any payments claimed in respect of any Participant who was not eligible to participate in the Land Based Pre Apprenticeship programme for which any claim is made, except to the extent the SDS assigned Skills Investment Adviser (SIA) has provided prior written approval (to be granted entirely at SDS' discretion). Eligibility must be confirmed in the Training Agreement (Appendix 1). The Training Agreement is a mandatory document.

The following groups are not eligible for the Land Based Pre Apprenticeship Programme:

A proposed participant is not eligible to begin, or continue on, the Land Based Pre Apprenticeship Programme if at any time they are:

- subject to an employment restriction on their stay in Great Britain.
- subject to any funding restriction on their stay in Great Britain that would apply to the Land Based Pre Apprenticeship Programme;
- subject to length of stay restriction on their visa. If the length of stay remaining on the individual's visa at the date they commence the programme, is not sufficient to complete the programme.
- in custody as a prisoner or on remand in custody;
- in any, employment, education, training, or enterprise programme funded by any UK or Scottish Government department or by us (subject to any exceptions published by us from time to time). For the avoidance of doubt Modern, Foundation and Graduate Apprenticeships and UK and Scottish Government funded employment programmes; and individuals who are in education at (i) university, (ii) further education college or (iii) school (in each case as solely determined by SDS) are in education programmes funded by the UK or Scottish Government.
- An overseas national who is subject to an employment restriction or to a time limit on their stay in Great Britain or both except where the individual is a refugee or overseas national where the Biometric Residence Permit (BRP) which is provided by the Home Office shows they have the right to work regardless of the time shown;
- A person at the same time on any employment, education, training, or enterprise programme funded by any Government department or by SDS (subject to any exceptions published by SDS from time to time);
- A person in custody as a prisoner or on remand in custody;
- An overseas national who is subject to any funding restriction which would apply to the Land Based Pre Apprenticeship Programme;
- Those in employment.

4.2 Initial Assessment and Learning Plan

Each Participant must undergo an Initial Assessment (IA) to demonstrate that they have good prospects of success in completing the agreed Land Based Pre Apprenticeship programme, with the appropriate training and support from you, and where appropriate, the work placement employer. This is a mandatory requirement for all Participants.

The IA should take account of the proposed Participants career pathway and associated requirements for skills development. During the IA, you should utilise relevant evidence (e.g. from aptitude and/or skills test, interview, FIPS (for any historic NTP activity), report from SDS or DWP work/careers coach or other agency worker). You must share the results of the IA with the proposed Participant and use the outcome results to develop the Learning Plan (LP).

The results of the IA should help to develop a tailored Learning Plan for the Participant and be shared with them. The findings of the IA and the Learning Plan should be consistent with the Training Agreement, inform the planned training and support the Participant Progress Reviews.

An exemplar has been provided (appendix 6). Should a Provider use their own documentation for progress reviews, as a minimum it should include all information as included in the Participant Progress Review (appendix 6).

If the findings of the IA suggest that the Land Based Pre Apprenticeship Programme is not the most suitable provision to meet the needs of the individual, then it is your responsibility to signpost to an alternative local SSP provision.

When documenting the IA, you should ensure the following: -

- The Participants' prior learning is adequately reflected.
- The Participants' needs are assessed, and any support required is documented.

When developing the Learning Plan, you should ensure the following: -

- The content of the Learning Plan corresponds to the findings of the IA;
- Goals and objectives are set which relate to progression towards and into employment and these are made clear to the Participant and documented by you;
- The Participant plays a key role in the development of their Learning Plan and can contribute towards it, understand their goals and reflect on their achievements;
- Any details of attendance and learning that takes place in the workplace is captured.

The IA and the development of the Learning Plan must be undertaken, agreed and signed by you and the Participant within 14 calendar days of the Participants' Start Date as entered on FIPS. You must retain the documents you use for the Initial Assessment and Learning Plan to evidence that you have undertaken this activity and for your own quality assurance purposes and be able to provide this to SDS if requested.

4.3 Training Agreement (TA)

The TA in Appendix 1 must be fully completed and agreed between you and the Participant within 14 calendar days of the Participants' Start Date as entered on FIPS. The TA must be completed and signed before any information is input on FIPS. You must use only the SDS issued form of TA.

For each Participant, you must:

- Make a copy of SDS' current Privacy Notice (available on <https://www.skillsdevelopmentscotland.co.uk/about/policies/privacy/>), available to the Participant and ensure the Participant has an appropriate opportunity to consider its contents before signing the TA;
- Ensure the Participant accurately completes, signs, and dates the TA.
- Ensure participants are informed of the monitoring and sampling carried out by SDS or any representative of SDS or the Scottish Government. You must ensure that the TA is kept accurate and up-to-date and amended to reflect any subsequently agreed variation in content or timescale, and where any variations are made to the Participants NI number, start date, date of birth the TA shall be immediately updated, signed and dated by you and the Participant and the changes updated immediately on FIPS. Where any variation is made to any other information contained in the TA such as email address or paid employer details, the Provider must ensure that the changes are updated on FIPS and recorded on the LP at the next formal review.

4.4 Equality Monitoring Form

The Equality Monitoring Form – Appendix 2 is mandatory SDS form and must be given to all Participants to complete at the same time as the SDS Training Agreement. The Provider should encourage disclosure as it is important for SDS to understand who is using our services. It is ultimately beneficial to you as a Provider and SDS that we can identify any groups that are under-represented or face additional barriers to accessing our services so that we can take steps to improve access to our programmes.

SDS have created two versions of the form which can be used by Providers. Version 2 is only for those Providers who are using a digital platform. The form has been split into parts – Section A and Section B to accommodate digital platforms.

You must ensure that section A of the Form -special category (sensitive information) section must be destroyed once this has been input to the FIPS system. You cannot retain any copies of Part A of the form either in hard copy or digital format as you will be in breach of your contractual obligations under data protection. Retaining personal data for longer than necessary can violate an individual's privacy rights and is considered a serious violation. Data protection legislation states that personal data should only be kept for as long as it's needed. If Part A of the form is discovered after the information is uploaded to FIPS, SDS will act accordingly.

The form should be recorded and disposed of in line with the Equality Monitoring guidance document. Please refer to [SDS Provider Web Pages](#) for the guidance and further information about the Equalities monitoring form.

4.5 Entering an Assignment on FIPS

As soon as the TA has been completed, agreed, signed, and dated by all parties, you must enter the Participant details required in FIPS. These include the mobile/phone number and unique email addresses of the Participant. A unique email address is a personal email address used and accessed only by the intended recipient. The TA must be uploaded to FIPS within 14 calendar days of the Participant Start Date.

As part of your Land Based Pre Apprenticeship services, you must not register a proposed Participant as a Start on FIPS unless you, or your subcontractor, hold a current accreditation relevant to the proposed Participants qualification, from the relevant Awarding Bodies.

4.6 Induction to the Programme

You must carry out an induction with the participant to ensure they understand all parties' commitment and contribution to the completion of the programme. This is a mandatory process for all participants.

Induction should include, for quality purposes:

- A meaningful and informative introduction to the Land Based Pre Apprenticeship programme, i.e. what is it, how does it work, what does it mean to be on Land Based Pre Apprenticeship Programme; introduction into employability skills and pre employment health and safety.
- Familiarisation to the Land Based Pre Apprenticeship programme, i.e. how this will be delivered, who their main contacts are
- Behaviours and expectations from all parties
- Appropriate agriculture qualifications before entering the paid placement.
- Ensuring the Participant is aware of your equal opportunities policy and the actions they should take if they feel they are being bullied or discriminated against.

- Ensuring the Participant understands the requirement to complete, and is capable of completing, the full Land Based Pre-Apprenticeship programme (including the required courses and work based learning) no later than 31 March 2026

To ensure you are fulfilling your obligations as a Provider, an induction should also include approaches that will;

- Ensure the participant and paid placement employer (employer) are aware of the role of SDS relating to the programme.
- Inform the participant and employer of the intended survey and the expectation that they will contribute. The survey will be carried out during and after their participation on the programme. Face to face monitoring by an SDS representative during the programme will occur. Ensure that the participant and the employer is aware of the privacy notice for the LBPA Programme.
- Ensure that the participant and employer's unique email address and contact phone numbers are kept accurate and up to date.

The above list is supplementary to the employer's role and responsibility to all employees.

4.7 Participant Progress Review

The Participant's progress must be regularly reviewed and assessed. You must carry out reviews (appendix 6) with the Participant at least every 4 weeks throughout the programme, until the end date is recorded and evidenced on FIPS. The information recorded in the review should relate to the activity undertaken at the IA and learning plan stage and should act as a review against the findings, with particular focus on the goals and objectives set out initially in their learning plan.

You must retain the documents you use for the Participant Progress Review to evidence the activity undertaken by the Participant, the distance travelled by the Participant and for your own quality assurance purposes and be able to provide this to SDS if requested.

4.8 Exit

A Participant is regarded as having left the Land Based Pre Apprenticeship Programme as soon as:

- the aim of the Learning Plan has been achieved and the Provider has received all supporting evidence to support the payments or
- the Participant states they have left the Land Based Pre Apprenticeship Programme

The Provider must enter the leaving details into FIPS using the appropriate leaving codes as soon as the participant is deemed to have left the programme in accordance with this paragraph 4.8.

The provider is required to complete follow up of all participants who successfully complete the programme. Follow up should be completed three months after the leaving date, as entered into FIPS. Any change to leaving destinations should be recorded on FIPS.

4.8.1 Leaving Codes

The leaving codes for Land Based Pre Apprenticeship participants are listed in the table below.

Main Heading	Sub-heading
Progression for Land Based Pre Apprenticeship Participant	Entered other forms of training Progression or return to College Progression or return to University Progression to Modern Apprenticeship Progression to a job Found Voluntary Work Self-Employed
Personal and health issues	Health Issues Serious injury or accident at work/placement Homeless Detained in custody Financial Reasons Called up to armed forces Relocated/moved away Parental/caring responsibilities Travel difficulties Other personal reasons
Unemployed	Completed and now in negative destination
Difficulties with course/attendance	Poor time-keeping Poor attendance Course no longer related to plans Disliked the course content Was not ready to undertake course Not achieving in line with training plan Difficulties with workload
Death	Death
Maternity/Paternity Period (temporary leave)	Maternity Period (temporary leave)

5 Payment and claims

All payment and claims will be made via FIPS, as noted in 2.1 of this specification. Providers must ensure all evidence relating to the claim is held and available on request by SDS. SDS FIPS Guidance (as amended from time to time) for the Land Based Pre Apprenticeship programme will be available on the SDS Provider web pages.

6. Delivery Reporting Against Profiles

Providers, when requested, will submit a forecast of their awarded Value and Volumes (Appendix 7) which will be monitored on a monthly basis. Any Provider falling short of their forecast starts may be asked to produce an improvement plan, detailing how they intend to utilise their contracted Starts. SDS reserves the right to remove Starts and associated Value from the contract and re-allocate according to demand. Should this be the case the Provider awarded the reallocated Starts will only be eligible to receive the two remaining payments.