



# **Modern Apprenticeships 2018-2019**

## **Specification**

## General Guidance and Specification

### General Guidance

This document contains the Specification for the MA Programme which each Training Provider (“you” or “your”) will require to comply with when providing the Services to The Skills Development Scotland Co. Limited (“SDS”, “we”, “us” or “our”), with effect from 1 April 2018.

You will not have contracted to provide any Services until you have accepted the terms of the MA Provider Contract and accompanying Contract Schedule which we may offer to you. When you accept any Contract Schedule to perform Services, all of the terms of the MA Provider Contract will apply to your provision of these Services.

You must ensure that your organisation and each additional body that you use to provide the Services is familiar with:-

1. all of the requirements set out in the Specification;
2. all of the requirements set out in the Conditions and the letter of award (which may clarify or amend the Specification and/or Conditions);
3. any formal variations that apply under the agreement;
4. all of the requirements set out in the other documents forming part of the contract; and
5. the principles that sit behind the publically funded support and the guidance for providers, which are set out in this General Guidance.

You must operate within all of the terms and conditions of your contract, including the Conditions. **IF YOU BREAK ANY OF YOUR OBLIGATIONS UNDER YOUR CONTRACT, INCLUDING ANY OF THE CONDITIONS, YOU ARE IN BREACH OF (HAVE BROKEN) THE CONTRACTUAL ARRANGEMENTS WITH SDS. SDS WILL BE ENTITLED TO TAKE ACTION AGAINST YOU, WHICH MAY INCLUDE PUTTING A HOLD ON YOUR ABILITY TO MAKE CLAIMS, RECOVERING SUMS PAID TO YOU, WITHHOLDING PAYMENTS CLAIMED BY YOU, WITHDRAWING VOLUMES AWARDED TO YOU, SDS REQUIRING YOU TO COMPLETE AND FULFIL AN ACTION/IMPROVEMENT PLAN AND/OR SUSPENDING OR TERMINATING YOUR MA PROVIDER CONTRACT AND/OR CONTRACT SCHEDULE(S) WITH US.**

If you wish to discuss anything contained within the Specification or the Conditions or any of the other documents:-

- during the procurement stage, please send clarifications via Public Contract Scotland
- Following the award of a contract, you should contact your SDS assigned Skills Investment Adviser.

We may update the Specification and/or Conditions from time to time during the period of your contract, and if we do we will advise all providers. We do not expect there to be any significant changes.

## Modern Apprenticeships – Context

The ITT (Appendix1) sets out our priorities for MAs and the MA Funding Contribution Rates for 2018-19. These are each in line with Scottish Government policy. We would remind you that providers must not charge any Participant for any of the Services, and that we expect providers to include the full time spent by the Participant in off the job apprenticeship training as time spent at work.

The Letter of Guidance issued to SDS by the Scottish Government prompted an early review of the rural support policy prior to the launch of commissioning for 2018/19 to introduce further refinements to the funding model, where required, to ensure that public funding is targeted towards individuals where support is needed most and there is a clear case for public support.

SDS sought feedback from training providers and key stakeholders on the eligibility criteria for the Modern Apprenticeship Rural Support Policy for the 2018/19 operational year. The results of the consultation are set out below which has helped shape the Rural Uplift policy for 2018/19:

- 80% of respondents agreed or strongly agreed that an objective definition of remote rural should underpin the eligibility criteria
- 65% of respondents agreed that the most appropriate definition of remote rural area are post codes defined as “Remote Rural” and “Remote Small Towns” in the Scottish Governments Urban/Rural 6 Fold Classification.

## Modern Apprenticeships

Modern Apprenticeship training packages offer participants in paid employment the opportunity to develop and learn new skills at craft, technician and management levels.

### Stakeholders

Sector Skills Organisations (SSOs) in conjunction with employers and key stakeholders in their industry develop MA frameworks to meet the skills needs of employers. Awarding bodies such as the Scottish Qualification Authority provide competency based qualifications, which are an integral part of an MA training package.

## Modern Apprenticeships Frameworks

In Scotland there are over 80 different MA frameworks and they are each designed to provide a training package that meets minimum standards of competence as defined by licensed Sector Skills Organisations or Standards Setting Organisations officially recognised by UK Commission for Employment and Skills (UKCES) (or its successors) , following consultation with employers. Each MA framework contains 3 key components:-

- A relevant SVQ or alternative competency based qualification;
- Core skills (except for technical and Professional Apprenticeships where this component is referred to as ‘Career Skills’); and
- Industry linked training.

## **The Modern Apprenticeship Group**

The Modern Apprenticeship Group (MAG) is responsible for approving the publically funded MA frameworks in Scotland. Only those approved will be deemed eligible MAs for the purposes of SDS MA Provider Contracts. Details of MAG approved MAs are available on the [Apprenticeships.Scot website](http://Apprenticeships.Scot.gov.uk).

## **The Services**

The Services cover four main areas:

- identifying and starting eligible employees onto approved MAs which meet the needs of both the employer and the employee;
- taking steps to ensure each MA participant receives the necessary training to meet the requirements of their MA framework;
- providing advice and guidance to support each MA participant to achieve their MA; and
- ensuring that the administrative requirements of the Awarding Bodies and Sector Skills Organisations are met.

### **1. Principles of Funding**

SDS administers the Scottish Government's public funding contribution towards the cost of the Services.

Our priorities for funding decisions for 2018/19 are in line with Scottish Government policy, and at the time of publication include:

- maximising jobs with training opportunities for young people by providing a contribution to meeting employer demand for 16<sup>1</sup> - 24 year olds, with a focus on SCQF 6/7 (level 3) and above where at all possible;
- maximising opportunities for STEM (science, technology, engineering and maths) areas and the wider availability of higher-level MAs;
- for those aged 25+: supporting the Scottish Government's key sectors and other frameworks; and
- increasing the participation of individuals from under-represented groups including disabled people, people from a black minority ethnic background, people who have experience of being in care and addressing gender imbalance in frameworks where this exists
- Promoting Fair Work practices

SDS may amend these from time to time, in the event that priorities change.

In addition, each MA participant must have a demonstrable need to acquire significant new knowledge and skills to fulfil their job role and the MA framework selected for them must be the most appropriate learning programme generally available to provide that knowledge and skills.

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<sup>1</sup> 15, provided the participant has met the statutory school leaving age that applies in Scotland

## **2. Principles of SDS Quality Management Framework**

The Quality Standards that apply to this MA Provider Contract are set out at the training provider area of the SDS website for Modern Apprenticeships.

The Quality Standards provide a framework against which your strategic and operational planning and delivery of training is measured and sets out a process through which you can demonstrate your commitment to the continuous improvement of SDS funded products and services that you deliver. It is important that your senior management team accept ownership of the SDS Quality Management Framework and for the planning and delivery of your contract with SDS.

You will be required to undertake a self assessment of your strengths and areas for improvement on an annual basis which will be required to be submitted by 30 April 2018. The self assessment informs a quality action plan which will be monitored on an ongoing basis by your Skills Investment Adviser.

In addition to this, and on a risk informed basis, SDS will undertake a formal review of quality in relation to your strategic and operational delivery of training which will be undertaken by a team of SDS staff. Actions from the formal review shall be included within each provider's quality action plan and progress against these will also be monitored by the Skills Investment Adviser. Your SDS assigned Skills Investment Adviser will work with you to support your efforts to identify and implement improvements, providing focus and constructive challenge throughout the process.

Failure to meet any of the Quality Standards at any time and/or to implement improvement actions will be considered to be a breach of our conditions and in addition to enforcement action (which may include termination), may impact on renewal of contracts.

From time to time, SDS may ask an external quality body e.g. Education Scotland to undertake a quality review of a contracted provider's provision.

## **3. Principles of Evidence**

Our conditions require you to make evidence available to us, (and/or our agents and auditors). The purpose of the evidence is to provide the necessary assurance that you have delivered your Services in accordance with the terms of your contract, including any terms set out in our letter of award and/or Contract Schedule, our Invitation to Tender, the Specification, your ITT Response, the Conditions, any formal variation, and the Quality Standards.

You must hold and make available for inspection, suitable evidence to demonstrate that you are meeting all the requirements set out in your contract, which will include providing evidence that:

1. each MA participant exists.
  - We may consider a variety of evidence. As a minimum, evidence will include participant declarations, Training Agreements, participant reviews and/or portfolios and verification by SMS/email confirming Start;
2. the MA participant is eligible for the programme.
  - We may consider a variety of evidence. As a minimum, evidence will include participant declarations and initial assessment;

3. the training being delivered is within the scope of the MA frameworks that have been awarded to you under your contract.
  - We may consider a variety of evidence. As a minimum, evidence will include Awarding Body External Verifier Reports;
4. the training is taking place, or has taken place.
  - We may consider a variety of evidence. As a minimum, evidence will include Quarterly Progress Reviews, Summary of Achievement Records, participant portfolios and interview findings and verification by SMS/email confirming progress;
5. the outcomes achieved are correctly certificated by the relevant body.
  - We may consider a variety of evidence. As a minimum, evidence will include Awarding Body certification and External Verifier Reports.
6. each of the Quality Standards has been and continues to be met.
  - We may consider a variety of evidence. As a minimum, will include the evidence referenced within your Self Assessment;
7. you have made appropriate progress in accordance with any action/improvement plan to address areas for improvement;
  - We may consider a variety of evidence. As a minimum, this will include the evidence that underpins your updated Self Assessments and Action Plan.
8. If the Training Provider is notified by SDS that any MA is being supported by ESF, the Training Provider will be required to provide additional documentary evidence of Proof of Address and Proof of Date of Birth. Additional evidence can be found in the ESF Guidance document on the training provider document on the training provider area Apprenticeships.scot

Please note that in 2016, SDS upgraded the Corporate Training System (CTS), which has been replaced by a system (Funding Information and Processing System) "FIPS" and is used for all new 'Starts'. CTS will continue to be used for participants who were originally registered on CTS however SDS reserves the right to implement the migration of data from CTS to FIPS. The replacement system streamlines information sharing between providers and SDS. As such, Providers require to use SDS designated FIPS software for applicable Participants in order to record required information on FIPS. The software used by SDS at the time of issuing the Invitation to Tender is provided by Microsoft, although this may change. Use of the software is subject to the licensor terms and conditions which apply to SDS and which SDS shall in part pass through to the providers when using the software in the form of an assignment and associated user obligations ("User Permission"). Details of the User Permission terms and conditions are available at <https://www.skillsdevelopmentscotland.co.uk/for-training-providers/fips-funding-information-and-processing-system/>. The costs of each User Permission require to be met by the providers. Details of the costs of each annual User Permission are available on the training provider area of the SDS website for Modern Apprenticeships. Details of the Microsoft terms and conditions currently applicable to SDS are available at – <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=53&Language=1>

Where any existing Participant is registered on CTS, all references to FIPS shall be to CTS, unless and until otherwise advised by SDS.

### Signatures on Documents

At the time of publication, any reference in the MA Provider Contract to a requirement for a

signature, requires the signature to be a 'wet' signature, unless otherwise agreed by SDS through a dispensation request SDS is currently reviewing requirements for signatures as a means of confirmation, acknowledgement and/or acceptance. Individual providers may be offered an opportunity to pilot alternative methods of confirmation, acknowledgement and/or acceptance (as applicable) of specific information which the provider requires to retain or submit as evidence under the Conditions. Providers shall be advised of any associated condition changes when offered the opportunity of participating in any such pilot. Providers offered an opportunity to participate in any such pilot shall not be obliged to participate.

#### **4. Action/Improvement Plans**

Where you have an outstanding action/improvement plan relating to MA programme services provided by you immediately prior to entering into this MA Provider Contract, that action/improvement plan shall continue to apply to the Services to be provided by you under each Contract Schedule (if any) awarded to you under this MA Provider Contract.

Details of the evidence required to be made available/retained for inspection (as applicable) are contained within the Specification.

We may also undertake independent investigations to verify the accuracy of evidence made available by you, including contacting participants and other third parties, and we may also ask you for additional evidence to demonstrate that you have fulfilled your obligations under your contract with us, where we think this is appropriate.

**This General Guidance section is intended to provide guidance only and does not form part of the Specification or Conditions.**

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1	Frameworks by Occupational Grouping and Age Group
2a	ITP
2b	Guidance for Completion of ITP

3	Summary of Achievement Record (SOAR)
4	Motor Vehicle Record of Progress
5	Participant and Provider Declaration
6	Participant Progress Review
6a	Participant Quarterly Progress Review (for milestone claims)
7	Leaving Codes
8	SDS Information Security and Data Handling Requirements
9	Travel and Subsistence Process and Policy for Participants in specified local authority areas
9a	Travel/Accommodation Form
10	Provider Annual Certificate of Assurance
11	Equality Monitoring Form
12	Training Agreement
13	Eligibility Confirmation for Modern Apprenticeship Enhanced Funding (Disabled/Care Experienced MAs 20-29 years)

## **Introduction**

The definitions, expressions and rules of interpretation set out in condition 1 of the Conditions shall also apply to this Specification.

This Specification contains details of the conditions, standards, activities and processes that apply to the Services. Each Provider shall ensure that, when performing the Services, all conditions and standards are met, and activities and processes are undertaken, fully in accordance with this Specification.

## **Part One**

### **1. Eligibility Criteria for Public Funding**

1.1 To be eligible to participate in an approved MA framework, a Participant must satisfy the criteria set out in paragraphs 1.2 (domicile), 1.3 (age), 1.4 (demonstrable need) and 1.5 (employment) (and/or any other additional or alternative criteria as may be advised from time to time under paragraph 1.7), and not be excluded under paragraph 1.6 (exclusions). The Provider shall use all reasonable endeavours to ensure that the Participant meets all the eligibility criteria as set out in this paragraph 1.

#### **1.2 Domicile**

A Participant must be domiciled in Scotland at their Start date, or be a Participant who is not domiciled in Scotland but whose main employment and normal working premises are located in Scotland.

#### **1.3 Age**

At the commencement of their MA a Participant must have reached the Scottish statutory minimum school leaving age and be:-

- 1.3.1 an individual aged 16<sup>2</sup> - 24 who intends to follow an approved MA framework; or
- 1.3.2 an individual aged 25 or over who intends to follow an approved MA framework in any of the specified sectors listed in the Frameworks by Occupational Grouping and Age Group document contained in Appendix 1.

#### **1.4 Demonstrable Need**

The proposed Participant must have a demonstrable need to acquire significant new knowledge and skills to fulfil their job role and the modern apprenticeship framework selected for the proposed Participant must be the most appropriate learning programme generally available to that individual, providing such knowledge and skills.

#### **1.5 Employment**

1.5.1 Each Participant must at all times during the period of their MA, fulfil the requirement

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<sup>2</sup> 15, provided the participant has met the statutory school leaving age that applies in Scotland

of the legal right to work in the UK (details of which can be found at <https://www.gov.uk/legal-right-work-uk>) and be employed by an employer:-

1.5.1.1 for whom he or she is working as an employee to consolidate the skills acquired during his or her MA framework;

1.5.1.2 by whom the Participant is directly managed whilst performing his or her apprenticeship tasks on a daily basis with the apprenticeship tasks being undertaken as part of the Participant's employment during working hours; and

1.5.1.3 under a contract of employment relevant to the MA referred to in the Training Agreement.

1.5.2 SDS may, in exceptional circumstances, and entirely at SDS's discretion, authorise completion of any part of a Participant's MA, in the event that the Participant's employment status changes. The Provider may apply to SDS for such authorisation in accordance with the Conditions.

1.5.3 Participants following a Modern Apprenticeship framework must be subject to the same policies and procedures as other employees of the organisation with which they are employed and the Provider must use all reasonable endeavours to ensure that each Participant is informed by his or her employer of their rights as an employee, including those relating to the national minimum wage.

1.5.4 For the avoidance of doubt, a Participant cannot be self-employed.

## 1.6 Exclusions

1.6.1 An individual shall not be eligible to commence or continue (as applicable) the MA if the individual is at any time:-

1.6.1.1 subject to an employment restriction on their stay in Great Britain; or

1.6.1.2 the individual is in custody as a prisoner or on remand in custody.

## 1.7 Additional Criteria

In determining eligible persons for recruitment to the MA Programme, the Provider shall apply such additional and/or alternative eligibility criteria (as applicable) as SDS may advise from time to time in accordance with the Conditions.

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## 1.8 Individual Training Accounts

SDS Individual Training Accounts (ITAs) (and any replacement programme) cannot be used by Participants to fund training that forms part of the Participant's MA framework or for any elements of the Individual Training Plan (ITP). Further, individuals participating in the MA Programme will be ineligible to apply for SDS ITA funding and any replacement programme.

## 2 Programme Entry

### 2.1 Initial Assessment

- 2.1.1 The Provider shall ensure that each proposed Participant (including for the avoidance of doubt a re-entrant) undergoes an Initial Assessment (“IA”) and completes a meaningful Individual Training Plan (“ITP”). The purpose of the IA is to demonstrate that the proposed Participant has good prospects of success in completing the selected Modern Apprenticeship, with the appropriate training and support from the employer and the Provider. The IA should take account of the proposed Participant’s job role and the employer’s requirements for skills development. During the IA the Provider shall utilise relevant evidence (e.g. from aptitude and/or skills test, interview, application form, FIPS (for re-entrants), report from SDS work/careers coach or other agency worker). The Provider shall share the results of the IA with the proposed Participant and the employer and use the outcome results to develop the ITP and the Training Agreement.
- 2.1.2 All re-entrants to the MA Programme must follow the normal process for programme entry. Re-entry and any financial adjustments required in line with current SDS funding policy and budget availability are subject to the prior approval of SDS, which shall, if given, be confirmed in CTS/FIPS.
- 2.1.3 During IA the Provider shall ascertain if the proposed Participant has previously completed all accreditations required for any Milestone claim. Details of all such accreditations must be fully and accurately reflected in the ITP.
- 2.1.4 When a Participant has previously fulfilled activity for a Milestone, the Provider shall not be entitled to submit a claim in respect of the Milestone. For clarity, the Provider is not entitled to claim in respect of the activity fulfilled previously, or any activity which the Provider may choose to repeat. When a Participant has previously fulfilled activity for a Milestone, the Provider shall not be entitled to submit a claim in respect of the Milestone. For clarity, the Provider is not entitled to claim in respect of the activity fulfilled previously, or any activity which the Provider may choose to repeat. The only exception is where the Payment Plan identifies that any Milestone (for the purposes of this paragraph 2.1.4, a “Collaborative Milestone”) for which a claim can be made comprises activity from two Milestones (for the purposes of this paragraph 2.1.4, each a “Component Milestone”), in which event the Provider shall be entitled to claim the Collaborative Milestone payment, notwithstanding that a previous claim may have been paid to another provider in respect of one but not both Component Milestones. The Provider shall only be entitled to claim for such a Collaborative Milestone when claiming the outcome payment for the Participant.
- 2.1.5 In addition, the Provider shall not be entitled to submit any claim for payment in respect of any progress review the Provider may have conducted with a Participant, where SDS has already paid the full contribution for the progress review (irrespective of whether it was conducted by another party or not) in accordance with the norm plan in FIPS.

2.1.6 Should the IA assessment process identify that the proposed Participant requires additional specialist equipment or support in order to undertake the training then the Provider shall advise the proposed Participant to apply through Job Centre Plus (JCP) for support through the Access to Work funds (or equivalent). The level of funding/support will depend on the size of the employer.

## 2.2 Individual Training Plan (ITP)

2.2.1 The Provider must ensure that an Individual Training Plan (ITP) is drawn up after the Participant started the MA Programme, either in accordance with the SDS Best Practice ITP or using the Provider's alternative plan, in each case, in accordance with paragraph 2.2.4 below. Throughout the duration of the Participant's MA, the Provider must ensure that the ITP is kept up to date and accurate and be satisfied that the Participant has a reasonable prospect of completing the MA in accordance with the ITP.

2.2.2 Not used.

2.2.3 When establishing the ITP the Provider shall ensure the following:-

2.2.3.1 the proposed Participant has a reasonable prospect of completing the MA successfully;

2.2.3.2 the proposed Participant's prior learning and assessed needs are adequately reflected;

2.2.3.3 a duration is specified which is reasonable in light of the proposed Participant's assessed needs; and

2.2.3.4 the support provided, and the nature and level of any Qualification aimed at are specified;

in each case to correspond to the findings of the IA.

2.2.4 A Best Practice ITP is attached at appendix 2a (guidance on completion is also attached at appendix 2b). However, Providers may use their own document, providing it captures all the necessary information as set out in the Best Practice ITP. The ITP must be signed by the Provider, the proposed Participant and the employer no later than the date on which the Provider submits a claim for the first Milestone payment (following the claim for the Start payment). The Provider must retain the ITP.

## 2.3 Training Agreement, Eligibility Declaration, Information Exchange and Co-operation Statement, and FIPS.

2.3.1 For each Participant, the Provider must fully and accurately complete and sign the TA (a copy of which is available at appendix 12 to this Specification). Providers shall not be permitted to use any form of training agreement other than the form of TA made available by SDS. Within four weeks of the proposed Participant's Start date, the TA must be fully completed and agreed between the Participant and Provider, signed and dated by the Participant, the Provider and

the employer. Thereafter, the Participant details required in FIPS must be completed by the Provider, including without limitation, the mobile telephone number or email address of the Participant, and the employer email address. SDS shall be entitled to contact the Participant (using the mobile telephone number or email address provided), requesting the Participant to validate (i) their registration as an MA participant, and (ii) any other information (provided by the Provider to SDS) that SDS requests. Without prejudice to SDS' other rights and obligations, failure by the Participant and/or the Participant's employer to validate all required information to SDS within such timeframe as SDS shall specify, shall entitle SDS to suspend the registration of the Participant as a Start until such time as confirmation is received (within such extended timescales as SDS may specify), failing which the registration may be cancelled by SDS. For the avoidance of doubt, SDS shall have no obligations to the Provider in relation to a proposed Participant who is not registered as a Participant in accordance with this paragraph, (or whose registration is suspended or cancelled) notwithstanding that the Provider (i) has provided training to that proposed Participant and/or (ii) the proposed Participant is registered as a Participant after the date required under this paragraph. In the event that any of the information contained in the TA requires to be amended the Provider must ensure that each such amended version is signed at the next Review due by the Participant and the Provider. Where any such change relates to qualification, the amended TA must also be signed by such Review date by the employer. Copies of each version of each TA must be retained by the Provider for audit purposes.

2.3.2 When an individual agrees to join an MA Programme, they will require to sign the Training Agreement (TA/Start Form) which will include:-

(i) a declaration acknowledging the sharing of relevant information; and

(ii) an undertaking to co-operate with SDS and/or SDS' agents following any request for information from SDS and/or its agents concerning the individual's training,

all as specified in the TA/Start form.

The Provider must advise each proposed Participant of the requirement for the proposed Participant to sign their acknowledgement of the sharing of relevant information and providing the co-operation undertaking described above. The document must also be signed by the Provider and the employer.

2.3.3 Not used.

2.3.4 No later than the 'Start' date of each Participant, the Provider shall:-

2.3.4.1 fully and properly explain the eligibility criteria to the proposed Participant;

2.3.4.2 ensure that the Participant completes, signs and dates the Participant declaration contained in appendix 5; and

2.3.4.3 complete, print and sign the Provider declaration contained in appendix 5).

The Provider shall retain each signed declaration for audit purposes. Any financial obligation on SDS in respect of the individual in terms of the MA Provider Contract and any Contract Schedule will not arise prior to the individual being properly entered as a 'Start' on FIPS in accordance with this Specification.

2.3.5 The Provider shall prohibit any proposed Participant commencing an MA programme where that proposed Participant has not completed the required declaration referred to in paragraph 2.3.4.2.

2.3.6 Providers must, through duly authorised and appropriately qualified staff, at all times timeously complete and keep up to date, all information relating to each Participant required by CTS/FIPS, and comply with SDS CTS/FIPS guidance (as amended from time to time).

2.3.7 Where a Participant is registered as a Start with the Provider within 56 calendar days following the Participant leaving training under any MA with a former provider, the Provider shall not, without the prior approval of SDS in the form of an email from the SDS assigned Contract Executive or such other SDS personnel as SDS may advise from time to time, be entitled to a Start payment in respect of that Participant. Requests for such a Start payment should be submitted to the SDS assigned Contracts Executive or such other SDS personnel as SDS may advise from time to time.

2.3.8 A proposed Participant shall not become a 'Participant' until such time as the Provider has properly completed all of its obligations in relation to the Participant set out in this paragraph 2.3.

2.3.9 The Provider shall not register any proposed Participant as a Start on FIPS unless the Provider (and/or relevant Permitted Sub-contractor) is holding a current accreditation relevant to the proposed Participant's MA, from the relevant Awarding Body.

## 2.4 Registration with the Awarding Body/Sector Skills Organisation

2.4.1 The Provider shall register each Participant with an Awarding Body, and with the appropriate Sector Skills Organisation (SSO), identifying which Qualification the Participant will work towards during the period of their training, before any Milestone claims are made. The Participant must be entered for the group award as well as the relevant units for the Qualification. Unit registration alone is not acceptable. A Scottish Candidate Number (SCN) is also required to be entered onto the Participant agreement/record. For SQA Qualifications the SCN must be entered prior to claiming the first Milestone.

2.4.2 Staged registration with the Awarding Body may be acceptable for the VQ where this is in line with the approved MA framework provided the Participant is registered with the SSO as a Modern Apprentice. For the avoidance of doubt, no claims may be submitted for any stage for which the Participant is not specifically

registered.

- 2.4.3 Formal evidence of registration/entry, from the Awarding Body/SSO, including confirmed date, shall be held by the Provider on file prior to making a claim and retained for audit purposes.

## 2.5 Induction

### 2.5.1 Roles and Responsibilities.

2.5.1.1 The Provider shall ensure that the Participant, employer and where relevant any third party involved in the delivery of the MA Programme are all aware of the responsibilities of all parties, and the role of SDS including details of financial contribution by SDS for the relevant MA Framework as published in the applicable contribution table.

### 2.5.2 Contact with Individuals

2.5.2.1 The Provider shall use its best endeavours to request and encourage full co-operation (and attendance, as applicable) by a Participant (or proposed Participant as applicable) in/at any meeting, online correspondence, survey and/or telephone call with SDS (or its agents) concerning the operation of the MA Programme as may be requested by or on behalf of SDS from time to time.

## 3 Programme Delivery

### 3.1 Participant Review

3.1.1 The Provider must at all times comply with the Quality Standards referred to in paragraph 3.3.9 below. In order to demonstrate compliance with the Quality Standards, the Provider shall focus on the needs of each Participant and provide the necessary support to achieve the objectives of each Participant's ITP. When planning the programme delivery for each Participant, the Provider must demonstrate how it will work with the Participant and ensure that:-

3.1.1.1 the planned support required to address each individual need of the Participant identified in the IA is mapped in the ITP;

3.1.1.2 delivery of all such support is fully reported in each Review (as described below); and

3.1.1.3 the Participant's portfolio properly and accurately reflects the progress of the Participant in accordance with the ITP.

3.1.2 The Participant's progress must be regularly reviewed and assessed. The Provider must carry out formal Reviews every 13 weeks as a minimum for the duration of the MA until the final Milestone is achieved. A Best Practice Participant Progress Review record is provided at appendix 6 and the information contained in it is mandatory and therefore must be included in any

alternative Review form. This will be checked by SDS. Additional conditions apply to certain Milestone claims for specific occupational areas, which provisions are set out in paragraph 3.2 below.

- 3.1.3 Each Awarding Body External Verifier's Report must be made available to the appointed SDS Skills Investment Advisor, for quality monitoring and compliance purposes, within 7 days of the Provider's receipt of the report in the event that the report contains any formal actions, and otherwise, immediately on demand by SDS.
- 3.1.4 All Participant Progress Review records referred to in this paragraph 3.1 must be signed and dated by the Participant and Provider on completion, and the Provider must obtain the Participant's employer's signature on at least one Review record every 12 months during the period of the Participant's MA.
- 3.1.5 A copy of each completed Participant Progress Review must be provided by the Provider to the Participant and the Participant's employer (for the employer's information) no later than 8 calendar days after each Review. The Provider shall (i) retain a copy of each Review record for the purposes of audit and (ii) use all reasonable endeavours to ensure that the employer shall retain a copy of each Review record for the purposes of audit.

## 3.2 Participant Progression

- 3.2.1 The Payment Plans are set against the VQ listed in the MA framework, each using the listed VQ Reference number. The Payment Plan details are contained within CTS/FIPS and in this paragraph 3.2, and together, set out the programme requirements to make a Milestone claim.
- 3.2.2 Milestone payments can be claimed when the Provider has fully complied with its obligations in relation to the Participant under the MA Provider Contract and Contract Schedule, and each part of the Qualification, as broken down in the Payment Plan, is achieved in accordance with all the Awarding Body requirements. Evidence of achievement must be held in advance of the Provider making a claim, and retained for audit. A claim may only be made by the Provider after the Start date entered on CTS/FIPS. Any variation from the Payment Plan shall require the prior agreement of SDS, to be granted entirely at SDS' discretion. Prior agreement shall require to be in the form of (i) an email from the SDS assigned Skills Investment Advisor and/or (ii) confirmation by SDS in the Payment Plan, and/or (iii) confirmation by SDS in FIPS. No deviation from the Payment Plan shall be permitted without such prior agreement.
- 3.2.3 In addition to all other obligations set out in this Specification and the Conditions, prior to submitting a claim for a Milestone payment, the Provider must satisfy the requirements, hold the evidence and meet the 'additional information' requirements set out in the payment plan table in CTS/FIPS, and as more fully explained in paragraphs 3.2.4 - 3.2.9. Where the payment plan table in

CTS/FIPS and/or any of the paragraphs under this paragraph 3.2 reference a Best Practice document, such document contains the minimum mandatory information required from the Provider. The Provider must either use this form as evidence for making claims for Milestones, or provide the mandatory information in an alternative format acceptable to SDS.

- 3.2.4 The Summary of Achievement Record (or, as applicable) Motor Vehicle Record of Progress documents submitted to SDS (whether in the form of appendix 3 or Provider template) shall be signed and dated by the Participant and for the Provider by a qualified subject assessor. Progression recorded on the SOAR (or equivalent) shall reflect achievements detailed in the Participant portfolio.
- 3.2.5 For motor vehicle claims, appendix 4 (or its equivalent) is required as an alternative to appendix 3.
- 3.2.6 In order to ensure that Awarding Body records of Participants' results are up-to-date and accurate, Provider must enter unit achievement to the appropriate Awarding Body database/system as soon as reasonably practicable after completion by a Participant of each Milestone, and additionally, when a Participant leaves, no later than four weeks after the Participant's leaving date.
- 3.2.7 The Participant Quarterly Progress Review (for Milestone claims) contained in appendix 6a contains the minimum mandatory information required for making Milestone claims based on Quarterly progress reviews for the specifically identified occupational areas set out in the Payment Plan (or otherwise confirmed in writing by SDS in the form of (i) an email from the SDS assigned Skills Investment Advisor and/or (ii) confirmation by SDS in the Payment Plan, and/or (iii) confirmation by SDS in FIPS). Progression recorded on the Participant Progress Review shall reflect achievements detailed in the Participant portfolio. During the six week period commencing three weeks before and ending three weeks after the last date of each Quarterly period during the period of the MA Provider Contract, for each Participant, the Provider must complete this form (or equivalent) to claim the relevant Milestone. Claims must only be submitted where the required Milestone progress has been completed. Where Participants are participating in full-time off the job training, SDS may in exceptional circumstances accept the signature of an independent representative involved in the delivery of the off the job training, e.g. a college on behalf of the employer. SDS may publish formal guidance in relation to this from time to time. Except to the extent otherwise provided in any such guidance, the Provider must obtain the prior written consent of SDS (in the form of an email from the SDS assigned Skills Investment Advisor) in order to rely on such an exception. This paragraph 3.2.7 applies in addition to the provisions contained in the Participant Review provisions set out in paragraph 3.1.
- 3.2.8 Not used.
- 3.2.9 The Participant portfolio must be made available immediately on request by SDS.
- 3.2.10 SDS shall be entitled to contact the Participant (using the mobile telephone number or email address provided by the Provider on CTS/FIPS pursuant to the

Specification and Conditions), and the Participant's employer, requesting the Participant/employer (as applicable) to confirm such information relating to the Participant's training as SDS considers appropriate to validate the Provider's relevant performance of the Services. Failure by the Participant/employer (as applicable) to confirm all required information to SDS within such timeframe as SDS shall specify, shall be deemed a breach of the MA Provider Contract. For the avoidance of doubt, in addition to the remedies available to SDS under the Conditions, such breach shall entitle SDS to (i) reject any claim where the validation relates to evidence submitted for a claim that has not yet been paid, or (ii) recover any sums paid in relation to a claim where the validation relates to evidence submitted in respect of that claim.

3.2.11 Each Participant Quarterly Progress Review referred to in this paragraph 3.2 must be signed and dated by the Participant, the Participant's employer (or representative, as applicable) and the Provider prior to submitting any corresponding claim.

3.2.12 A copy of each completed Participant Quarterly Progress Review must be provided by the Provider to the Participant and the Participant's employer (for the employer's information) no later than 8 calendar days after each Review. The Provider shall (i) retain a copy of each Review record for the purposes of audit and (ii) use all reasonable endeavours to ensure that the employer shall retain a copy of each Review record for the purposes of audit.

#### **4 Completion of the MA Programme**

4.1 The Provider must hold evidence of achievement of the full MA from the SSO including evidence of achievement of the full VQ or competency based qualification from the Awarding Body, prior to submission of a claim to SDS for output based funding. This must be formal SSO evidence. Without prejudice to SDS's other rights and remedies, Participants will remain on the relevant MA Programme until all of the documentation required to make an application for the final MA Qualification has been collated, and an application made, in line with the framework. For any Quarterly Progress Reviews not due to take place until after the date of issue of the evidence from SSO of achievement of the full MA, the Provider may claim payment for that Review when claiming payment for the said output based funding.

#### **5 Exit /Temporary Interruptions /Transfer**

##### **5.1 Exit from /Temporary Interruptions of Training**

5.1.1 A Participant is regarded as having left the MA Programme if:

5.1.1.1 the aim of the ITP has been achieved and all supporting evidence of the MA outcome has been received by the Provider; or

5.1.1.2 all supporting evidence of the MA outcome has been collated and certification applied for; or

5.1.1.3 the Participant states he/she has left the MA Programme; or

- 5.1.1.4 the Participant ceases their employment with their employer for any reason, except when, following notification from the employer that the Participant has been made redundant, the Participant is engaged in a period of formal training at college in which case the period may be extended at SDS discretion and subject to the written approval of SDS in the form of either an email from the SDS appointed Sills Investment Advisor and/or as confirmed by SDS on FIPS.
- 5.1.2 The leaving details must be entered immediately to CTS/FIPS by the Provider using the leaving codes in appendix 7.
- 5.1.3 The Provider must inform SDS immediately in writing (via an email to the SDS assigned Skills Investment Advisor) if a Participant's training is interrupted temporarily for any reason (e.g. extended sick leave, suspension, extended compassionate leave) and update CTS/FIPS records immediately. Whilst the training for any Participant on maternity/paternity leave shall be considered by SDS to be temporarily interrupted (and for the avoidance of doubt, the Participant shall not be considered to have left the training), Providers must enter the relevant code contained in appendix 7 to identify the status of the Participant as on maternity/paternity leave.

## 5.2 Transfer of a Participant

- 5.2.1 Subject to paragraph 5.2.3 and without prejudice to SDS's other rights and remedies, if the Provider is materially failing to provide the training in accordance with the Participant's ITP and as a consequence, SDS determines that the Participant shall transfer to another provider, and/or the Employer and SDS agree for any reason that the Participant should transfer to another provider, the Provider shall co-operate fully with SDS. The original Provider must at its own expense, ensure that the organisation to which the Participant transfers is timeously provided with all necessary documentation to support any follow-on activity and ensure a smooth transition. All relevant documentation to support the training delivered up to the transfer date must be retained by the original Provider and provided immediately to SDS (or SDS' nominee) on request.
- 5.2.2 In addition, where a Participant has been made redundant, the Provider shall use its best endeavours to support the Participant in a search to secure alternative employment with training. This must include working with relevant Sector Skills Organisations to identify alternative opportunities.
- 5.2.3 All transfer arrangements are subject to SDS's prior written agreement to be provided at SDS's entire discretion, on an individual basis in the form of an email from the SDS assigned Skills Investment Advisor.

## 6 **Performance and Award**

- 6.1 The Provider shall ensure that it meets the minimum Performance Levels set out in paragraph 6.7 of Part One of this Specification when performing the services under the MA Provider Contract and each Contract Schedule. Where the Provider fails to meet any Performance Level, without prejudice to any other rights and remedies

available to SDS under the MA Provider Contract (including any reallocation and/or further award under this paragraph 6), the consequences (if any) set out in paragraph 6.7 of Part One shall apply.

- 6.2 The Provider shall provide such reports and rationales as SDS may request from time to time, in order to measure the Provider's compliance with the Performance Levels.
- 6.3 SDS will from time to time during the period of the MA Provider Contract, evaluate the achievements of each Provider under each Contract Schedule by assessing the Achieved Performance Levels that the Provider has delivered against those delivered by other providers. For the avoidance of doubt, assessment of Achieved Performance Levels shall take account of rationales for failed performance, made available to SDS by the Provider.
- 6.4 SDS will from time to time evaluate the number of Participants that have been Started under each Contract Schedule by each Provider against the number of Participants that it was contracted to Start, measured across all the Provider's Contract Schedules. Where there is a shortfall SDS shall be entitled to reallocate the volumes in accordance with the provisions set out in the Service ordering and variation conditions within the Conditions.
- 6.5 In performing its obligations under the MA Provider Contract, the Provider shall:-
- 6.5.1 perform the Services in such a manner as will ensure that the Achieved Performance Level in respect of that performance is equal to or higher than the Performance Levels set out paragraph 6.7 below; and
- 6.5.2 provide such records of and management reports summarising the Achieved Performance Levels as SDS may specify from time to time, and within such timescales as may be advised by SDS.
- 6.6 In the event that any Achieved Performance Level falls short of the relevant Performance Level, without prejudice to SDS's other rights and remedies, the consequences set out in paragraph 6.7 shall apply.
- 6.7 The Performance Levels set out in this paragraph 6.7 shall apply. For the purposes of this paragraph 6.7 the following terms shall have the following meanings:-

'Month' shall mean each calendar month occurring during the period of each Contract Schedule, and 'Monthly' shall be construed accordingly.

Any reference to 'Contract Schedule' in this paragraph 6.7 is a reference to the Contract Schedule as amended in accordance with the MA Provider Contract from time to time.

	<b>Title of Performance Level</b>	<b>How Performance Level will be measured</b>	<b>Period Measured  (Note that the measurement will be made on the last day of the last Accounting Period within each period measured)</b>	<b>Performance Level</b>	<b>Failure by Provider to meet Performance Level - Consequences</b>
1	Fulfilment of contracted starts	Measure as a percentage, the number of new Starts properly entered in FIPS in each measurement period against total volume of new Starts forecasted for that period in the Contract Schedule.	Each of the periods covered by the following Accounting Periods:-  (i) Accounting Periods 1-3 (inclusive) (ii) Accounting Periods 4-5 (inclusive) (iii) Accounting Periods 6-7 (inclusive) (iv) Accounting Period 8 (v) Accounting Periods 9-10 (inclusive) (vi) Accounting Period 11	Provider shall ensure that the number of new Starts properly entered on FIPS in the relevant Period as a percentage of the total number of new starts forecast for entry on FIPS for that Period in the Contract Schedule, exceeds 95%.	In the event that the Provider fails to meet this Performance Level in any Period, and fails to provide a rationale for such failure which is acceptable to SDS (at SDS' entire discretion), SDS shall be entitled to remove volumes of potential starts awarded under any Contract Schedule which are not registered as 'Starts' under FIPS.

2	Fulfilment of contracted spend	Measure as a percentage, the total payments properly claimed by the Provider under the MA Provider Contract in each measurement period against total forecasted payments for that period set out in the Contract Schedule.	<p>Each of the periods covered by the following Accounting Periods:-</p> <ul style="list-style-type: none"> <li>(vii) Accounting Periods 1-3 (inclusive)</li> <li>(viii) Accounting Periods 4-5 (inclusive)</li> <li>(ix) Accounting Periods 6-7 (inclusive)</li> <li>(x) Accounting Period 8</li> <li>(xi) Accounting Period 9</li> <li>(xii) Accounting Period 10</li> <li>(xiii) Accounting Period 11</li> <li>(xiv) Accounting Period 12</li> </ul>	The Provider must ensure that the total value of payments properly claimed in the Period measured as a percentage of the total value of payments forecast to be claimed for that Period in the Contract Schedule exceed 95%.	In the event that the Provider fails to meet this Performance Level in any Period, and fails to provide a rationale for such failure which is acceptable to SDS (at SDS' entire discretion), SDS shall be entitled to reduce the Contract Value set out in the Contract Schedule.
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3	Achievement Rates –  Modern Apprenticeships	Measure percentage of Provider's actual achievement rate against the minimum achievement rate set out in the Contract Schedule	Not applicable	Provider must deliver at the minimum achievement rate set out in the Contract Schedule at all times.	In the event that the Provider fails to meet this Performance Level at any time, and fails to provide a rationale for such failure which is acceptable to SDS (at SDS' entire discretion), SDS shall be entitled to remove volumes of potential starts awarded under any contract schedule agreed with the Provider for the provision of training for Modern Apprenticeships (or replacement scheme if applicable) awarded by SDS where such starts have not been entered as starts under CTS/FIPS or equivalent).
4	Claims progress and Corporate Training System/FIPS records accuracy.	Measure (i) percentage of Participants in respect of whom the Provider has not properly submitted a claim for a payment for 12 months (under exception of Participants in respect of whom claims were not identified as due within that period in the relevant	Monthly	The Provider must ensure:-  (i) the number of Participants in respect of whom the Provider has not properly submitted a claim for a payment for 12 months (under exception of	In the event that the Provider fails to meet either Performance Level in any Monthly period, and fails to provide a rationale for such failure which is acceptable to SDS (at SDS's entire discretion), SDS shall be entitled to remove volumes of

		<p>CTS/FIPS assignment), and (ii) percentage of end dates forecast in CTS/FIPS to occur during the period, which are not properly confirmed in CTS/FIPS as actual end dates by the forecasted end date.</p>		<p>those Participants in respect of whom claims were not identified as due within that period in the relevant FIPS assignment), as a percentage of the total number of Participants properly entered in FIPS (under exception of Participants in respect of whom claims were not identified as due within that period in the relevant FIPS assignment), does not exceed 10%; and</p> <p>(ii) the number of actual Participant MA end dates occurring and entered into FIPS in that Month as a percentage of the number of Participant MA end dates forecast in CTS/FIPS to occur in that Month exceeds 90%.</p>	<p>potential starts awarded under any Contract Schedule which are not registered as 'Starts' under CTS/FIPS.</p>
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## Part Two

### **A ITT Response**

#### **1. ITT Response**

- 1.1. The Provider is responsible for ensuring that the MA Programme standards and Qualifications conform to the Provider's ITT Response at all times including any variations thereto agreed in accordance with this paragraph 1.
- 1.2. The Provider may propose amendments to the Provider's ITT Response at any time, but no such amendment to the Provider's ITT Response shall be valid for any purpose unless SDS has at its entire discretion, previously agreed to it in writing in the form of an email from the SDS assigned Skills Investment Advisor.
- 1.3. After consultation with the Provider, SDS may at any time specify to the Provider the nature of any amendment to the Provider's ITT Response and the date by which the necessary amendment must be implemented by the Provider.

### **B Before Recruiting Participants**

#### **2. Policies, Procedures and Systems**

- 2.1. There are a number of policies, procedures and systems which the Provider must have in place prior to recruiting eligible proposed Participants to the MA Programme which the Provider is expected to apply at all times. These include:-
  - 2.1.1. Equal Opportunities policy and procedures
  - 2.1.2. Health and Safety policies, procedures and monitoring systems
  - 2.1.3. IT systems and CTS/FIPS
  - 2.1.4. Promotion of other SDS initiatives and fair work practices
  - 2.1.5. Handling Information (including data protection, freedom of information and information security)
  - 2.1.6. Workforce Matters
- 2.2. Equal Opportunities
  - 2.2.1. Under the Equality Act 2010 ("EO Act"), SDS as a public sector body is required to promote equality of opportunity in the products and services SDS is responsible for, including the MA Programme. SDS is working to broaden participation of under represented groups and to address gender segregation in the MA Programme. Providers should be aware of the

approach SDS is taking towards equalities with partners as set out in SDS's 5 year Equality Action Plan for Modern Apprenticeships <http://www.skillsdevelopmentscotland.co.uk/media/43416/sds-equalities-action-plan-update-2017.pdf> as amended from time to time. The Provider has a key role in broadening participation and must act to ensure equality of opportunity in respect of recruitment of Participants and the provision of the MA Programme and shall ensure that in carrying out the MA Programme no acts of discrimination are committed with respect to the EO Act or any amendments modifying or replacing it. On request, the Provider shall promptly make available to SDS evidence of all promotional and other activity undertaken by or on behalf of the Provider to meet its obligations pursuant to this paragraph 2.2.1.

#### 2.2.2. The Provider must:-

- 2.2.2.1. in respect of the Provider and each sub-contractor (in each case, only where the applicable body employs at least five members of staff) ensure that each such body has an equal opportunities policy covering both its own staff and also Participants, ensuring equality with respect to all the protected characteristics in the EO Act. Each policy must show how it will be implemented and monitored in respect of the delivery of Modern Apprenticeships. A copy of each such policy must be available to SDS staff immediately on request. The Provider must comply with the policy at all times and ensure that each sub-contractor complies with its respective policy at all times;
- 2.2.2.2. reflect within its own quality action plan(s) its commitment to improving the diversity of the workforce through modern apprenticeships. Where appropriate, the Provider's plan(s) should also reflect specific actions set out by industry in the Skills Investment Plans (SIPs). Where a SIP does not apply to the frameworks delivered, the Provider shall review the local labour workforce in relation to under-representation and consider appropriate, proportionate and progressive action in relation to improving representation in modern apprenticeships. Currently, SIPs highlight the following equality-related imperatives (which may be amended from time to time), details of those can be found at the following hyperlink:-

<http://www.skillsdevelopmentscotland.co.uk/what-we-do/partnerships/skills-investment-plans/>

ICT frameworks:	to improve female representation in line with the ICT/digital technology Skills Investment Plan
Frameworks that support jobs within the energy sector:	to improve female representation in line with the Energy SIP
Construction frameworks:	to improve female representation in line with the Construction SIP
Engineering frameworks (including those utilised for chemical sciences)	to improve female representation and to promote entry from different routes in line with the Engineering SIP
Health and social care frameworks:	to improve male representation in line with the sector's concerns in relation to under-representation
Frameworks that support jobs within the Food and drink sector:	to attract individuals from diverse backgrounds such as those with disability and from minority ethnic communities in line with the Food and drink SIP
Frameworks that support jobs within the Creative Industries sector:	to attract individuals from diverse backgrounds such as those with disability and from minority ethnic communities in line with the Creative Industry SIP
Frameworks that support jobs within the Financial services sector :	to attract individuals from diverse backgrounds such as those from minority ethnic communities in line with the Financial services SIP
Frameworks that support jobs within the tourism and hospitality sector:	to attract individuals from diverse backgrounds such as those from minority ethnic communities in line with the Tourism SIP

- 2.2.2.3. commit to equality actions within the Provider's quality action plan, which will include actions to demonstrate the Provider's continuous improvement regarding equality outcomes as set out in paragraphs 2.2.2.4, 2.2.2.5 and 2.2.2.6 below to accurately reflect the requirements set out in the ITT;
  - 2.2.2.4. ensure that for the duration of the MA Provider Contract, all Provider staff undertake best practice continuing professional development relating to equality and diversity, which is appropriate and proportionate to the Provider's workforce, and which meets all legal requirements that apply in Scotland. The Provider shall provide to SDS promptly on demand, evidence of all activity undertaken by the Provider to meet this undertaking;
  - 2.2.2.5. ensure that it at all times takes appropriate positive action in marketing to participants as Starts (and their parents/carers and potential employers), particularly with a view to improving representation where there is clear imbalance in provision, targeting gender, disability, ethnicity and people who have been in care;
  - 2.2.2.6. take steps to monitor and evaluate its own performance in relation to efforts made to improve MA programme participation and achievement of people from under-represented groups, particularly in relation to gender representation, disability, ethnicity and people who have been in care.
- 2.2.3. Prior to the Participant commencing the MA Programme, the Provider shall make each Participant aware of its equal opportunities policy and what to do if the proposed Participant or Participant (as the case may be) feels he or she is being bullied or discriminated against.
- 2.2.4. Equalities monitoring information as set out in appendix 11 must be recorded and disposed of in accordance with the requirements set out in the appendix. The Provider agrees not to access any such equalities monitoring information uploaded by the Provider, SDS or any third party to CTS/FIPS.

## 2.3. Health and Safety

### 2.3.1. Reporting and Investigation of Incidents

- 2.3.1.1. The Provider shall 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 whilst a Participant is conducting activities identified in their Individual Training Plan or which are relevant to the MA Programme the Provider must ensure that SDS is informed immediately by contacting the SDS assigned Skills Investment Advisor by telephone (leaving a message containing brief details, if unanswered,) and email, and in each case, if re-directed to an alternative contact, by advising such contact.

- 2.3.1.2. These conditions are without prejudice to any statutory duty of any person to make notification of a death, injury, case of disease or dangerous occurrence.

#### 2.4. IT System to access CTS/FIPS etc

2.4.1. In carrying out its obligations in terms of the MA Provider Contract, the Provider shall conform to SDS information technology requirements (including the SDS Information Security Policy for NTP Providers attached at appendix 8) for the processing of claims and other information specified by SDS from time to time. SDS reserves the right to vary its information technology requirements in line with the development and updating of its systems. SDS shall endeavour to give the Provider reasonable and prior notification on its website, where appropriate. Where the Provider has an obligation to delete, destroy or dispose of any Personal Data relating to a Participant, it shall not access such Personal Data on CTS/FIPS (where such access is available) except in so far as the Provider requires to for the purposes of administering the MA Programme, complying with its obligations in the MA Provider Contract or any applicable law.

#### 2.4.2. Online Information System

- 2.4.2.1. Providers who propose to operate their own Online System to administer the MA Programme shall be required to notify SDS in advance by emailing the SDS assigned Skills Investment Advisor or SDS assigned Compliance Officer. SDS will advise on timescales for testing and awarding body of the system. In such cases, the Provider shall require to meet SDS requirements in relation to the use of an Online System, if used by the Provider. The Provider shall comply with the SDS Information Security Policy for NTP Providers attached at appendix 8 in relation to the Provider's use of its own Online System.

#### 2.4.3. Corporate Training System (CTS/FIPS)

- 2.4.3.1. Funding for each MA Programme will be administered through CTS/FIPS in accordance with SDS requirements.

- 2.4.3.2. The Provider shall record all relevant information on CTS/FIPS timeously and ensure that all required fields are accurate and up to date at all times.
- 2.4.3.3. In order to use FIPS as prescribed in any MA Provider Contract awarded, the Provider shall require to obtain annually for the period of the MA Provider Contract and each Contract Schedule, a User Permission for each user of the FIPS software. All information relating to each User Permission including the applicable terms and conditions, applicable charges and guidance on the process for requesting/granting/amending User Permissions shall be made available by SDS to the Provider or, at SDS' discretion, set out in the Training Provider pages of the SDS website available through <https://www.skillsdevelopmentscotland.co.uk/for-training-providers/fips-funding-information-and-processing-system>. Further conditions or guidance may also be set out in the Provider letter of award for the MA Provider Contract.

## 2.5. Promotion of other SDS Initiatives and Fair Work Practices

2.5.1. The National Learning Opportunities Database (NLOD) is a comprehensive database of learning opportunities available in Scotland. Skills for Scotland: A Lifelong Skills Strategy established it as an effective national resource for all to use with a remit to become the single national source of learning information in Scotland. The NLOD is continually being developed and expanded to effectively underpin the services provided by SDS.

2.5.2. The NLOD is administered via PROMT (Provider Opportunity Management Tool) software. All Providers shall register by downloading and using the PROMT software to maintain the MA Programme course information on the NLOD. The Provider must upload onto NLOD all relevant details of MA frameworks it is authorised to provide, and keep such details up to date at all times. To the extent only that a Provider is providing training to Participants whom the Provider employs, the Provider is exempt from keeping details of the MA frameworks of those Participants on NLOD.

## 2.5.3. My World of Work and [apprenticeships.scot](http://www.myworldofwork.co.uk)

2.5.3.1. The Provider shall use best endeavours to:-

- 2.5.3.1.1. persuade each Participant to register on the SDS My World of Work web service at <http://www.myworldofwork.co.uk/> (or such alternative address as SDS may use from time to time) during the Participant's induction to the MA Programme and if unsuccessful at that time, during the Participant's training.

From time to time, SDS shall carry out checks to compare the number of each Provider's Participants registered on CTS/FIPS against the number registered on My World of Work ; and

2.5.3.1.2. promptly post all MA vacancies on [www.apprenticeships.scot](http://www.apprenticeships.scot).

2.5.4. Foundation Apprenticeships and Graduate Level Apprenticeships

2.5.4.1. The Provider shall use best endeavours to promote to employers SDS' Foundation Apprenticeship and Graduate Level Apprenticeship programmes where appropriate.

2.5.5. Fair Work Practices

2.5.5.1. The Provider shall take appropriate action when marketing its modern apprenticeship services to both employers and participants, to promote the benefits of employers operating fair work practices. Best practice guidance is available at: <http://www.gov.scot/Publications/2015/10/2086/0> (or such alternative website as SDS may advise from time to time). Providers are expected to include within this promotional activity, reference to any wage rates agreed by any relevant industry bodies (e.g. the arrangements referred to in <http://www.sbatc.co.uk/documents.php> and <http://www.snijib.org/members/documents/SNIJIB2016.13Gradedratesofwagesallowances2StageagreementScotland2017-2018.pdf>) [http://www.sjib.org.uk/documents/SJIB%20National%20Wage%20Rates%202017-2020%20\(November%202016\).pdf](http://www.sjib.org.uk/documents/SJIB%20National%20Wage%20Rates%202017-2020%20(November%202016).pdf) or such additional or alternative examples as we may advise from time to time).

2.6. Handling Participant and Other Information

2.6.1. In order to perform the MA Programme and to demonstrate MA Provider Contract compliance it will be necessary for the Provider to hold personal information on Participants to keep Participant records. It will also be necessary to complete and retain forms and information. In addition to the Provider's other obligations, the Provider shall use all reasonable endeavours to ensure that all such information and records are readily located and identifiable, and are stored safely and securely (in a watertight environment), and shall promptly make all such information and records available to SDS staff as requested by SDS from time to time.

2.6.2. Information Security (See appendix 8 for full policy) and CTS/FIPS Passwords

2.6.2.1. The Provider shall have due regard to data protection and the security of information and will comply with SDS Information Security and Data Handling Requirements as stated in Appendix 8, as amended by SDS from time to time, including the encryption of data being transferred electronically.

- 2.6.2.2. The Provider shall complete a CTS/FIPS Delegated Authority form on an annual basis, and notify SDS of any changes thereto in accordance with the User Permission guidance. The Provider shall at all times adhere to the security guidance issued by SDS and ensure that CTS/FIPS passwords are reviewed regularly and updated for changes in staff and/or contacts.

## 2.7. Application of the Specification

- 2.7.1. The Provider shall provide each Participant recruited with, and only with, a programme of training to which he or she is entitled according to the criteria set out in this Specification and the Conditions, and in accordance with the Provider's ITT Response (subject to any formally agreed variations). No dispensation shall be made unless approved in writing by SDS in the form of an email from the SDS assigned Skills Investment Advisor. Each MA Programme shall be provided in a manner acceptable to SDS.
- 2.7.2. The Provider shall ensure that every element of the MA Programme services comply with the Specification, the Invitation to Tender, the Conditions and the Provider's ITT Response (subject to any formally agreed variations).

## 2.8. Workforce Matters

- 2.8.1. The Public Sector in Scotland is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce that is well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, 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, which include:-
- 2.8.1.1. A fair and equal pay policy that includes a commitment to supporting the living wage, including for example being a Living Wage Accredited Employer;
- 2.8.1.2. Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships, Foundation Apprenticeships and Graduate Level Apprenticeships and the development of Scotland's young workforce;
- 2.8.1.3. Promoting equality of opportunity and developing a workforce which reflects the diversity of the population of Scotland in terms of age, gender, gender identity, ethnicity, sexual orientation and disability;
- 2.8.1.4. Support for learning and development;
- 2.8.1.5. Stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts, where use of such contracts is a proportionate and reasonable response to a legitimate business requirement;

- 2.8.1.6. Flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance; and
- 2.8.1.7. Supporting progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice;
- 2.8.1.8. Gender balance and wider representative workforces; and
- 2.8.1.9. Respect; treating each employee with respect and value diversity within the workforce.

2.8.2. Further information on SDSs' Fair Work Practices is as follows:-

- 2.8.2.1. SDS's Corporate Plan includes SDS's 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/> and [http://scottishlivingwage.org/accredited/skills\\_development\\_scotland](http://scottishlivingwage.org/accredited/skills_development_scotland);
- 2.8.2.2. SDS aims to be an employer of choice in its employment practices and employee benefits (<http://www.skillsdevelopmentscotland.co.uk/careers/working-at-sds/>);
- 2.8.2.3. SDS develops its young workforce through its Young Talent Programme: <http://www.skillsdevelopmentscotland.co.uk/careers/young-talent-programme/>);
- 2.8.2.4. SDS's equality outcomes are highlighted in SDS's Equality Mainstreaming Report: [http://www.skillsdevelopmentscotland.co.uk/media/43248/0597\\_update-to\\_0357-equality-mainstreaming-report.pdf](http://www.skillsdevelopmentscotland.co.uk/media/43248/0597_update-to_0357-equality-mainstreaming-report.pdf))

In order to ensure the highest standards of service quality in the MA Provider Contract, the Provider shall take a similarly positive approach to fair work practices when performing its Services, as part of a fair and equitable employment and reward package and shall comply with all undertakings provided in the Provider's ITT response in relation to fair work practices (subject to any amendments agreed by the parties and reflected in the award letter and/or any formal variation).

## **C In Training**

### **3. In Training**

- 3.1. The Provider shall ensure that it at all times addresses the policies and actions required under this MA Provider Contract in relation to the following:-
  - 3.1.1. Provider Controls and Assurance
  - 3.1.2. Payment and Claims
  - 3.1.3. Quality Management Assessment

## 3.2. Provider Controls and Assurance

- 3.2.1. The Provider shall at all times have in place controls to ensure that (a) the quality of services meets the needs of the Participants' employers and is developed in a way that provides each Participant with the support he/she needs to achieve their MA qualification, and (b) only valid claims against the contract are made. The Provider shall at all times maintain an accurate record of its controls in a format determined by SDS, and ensure that the Record of Provider Controls reflects at all times, any dispensations agreed by SDS in accordance with the Conditions. This 'Record of Provider Controls' document will record all controls operated by the Provider to ensure that quality processes and data security measures are effective, and only valid claims are made by the Provider under the MA Provider Contract. The Provider shall submit a copy of its completed Record of Provider Controls to SDS at least once per annum, promptly on request. SDS shall be entitled at all times to assess the Provider's controls (during and after the period of the MA Provider Contract), (accessing the Provider's and any sub-contractor premises as deemed appropriate by SDS) and take such action as SDS deems appropriate to establish the extent to which the controls are (or were, as appropriate) operating satisfactorily. The Provider shall co-operate fully with SDS in each such assessment and/or action. Without prejudice to SDS' other rights and remedies, if required by SDS, the Provider shall prepare and implement an action/improvement plan(s) and/or Quality Action Plan to address areas for improvement recommended by SDS. SDS shall be entitled to require (without limitation) any such plan(s) to include actions to address any improvement SDS deems appropriate following any review by SDS of the Provider's controls.
- 3.2.2. The Provider shall within the Record of Provider Controls promptly (i) update any changes to quality processes, systems, organisation and staffing structure reasonably required to ensure that at all times only valid claims are made which comply with all the terms of the MA Provider Contract, and (ii) notify SDS of each such change in accordance with such instructions as SDS provides with the template.
- 3.2.3. The Provider shall complete a 'Provider Annual Certificate of Assurance' in a format determined by SDS. This must be completed and signed by the Chief Executive/Contract Signatory or equivalent and be submitted to SDS by such date as SDS shall specify, to confirm that the Provider has fully complied since the commencement of the MA Provider Contract with, and shall, for the duration of the MA Provider Contract (which shall include, for the avoidance of doubt, any applicable record retention period) fully comply with, (i) the Specification, the Conditions and the Provider's ITT Response (subject to any formally agreed variations) and (ii) the Record of Provider Controls submitted to SDS in respect of that period (as may be amended in accordance with this paragraph 3.2). This

is a mandatory document and (except as provided in paragraph 3.2.3A) is attached as appendix 10. SDS shall not be required to recognise or pay claims in relation to any services that the Provider has performed under any Contract Schedule, before the date when SDS receives the duly completed and executed certificate.

3.2.3A In the event that the Provider is no longer providing training or assessment services to Participants, and has no outstanding claims for payment under the terms of the MA Provider Contract, the Provider shall for the duration of the remaining retention period set out in the Records, Audit Access and General Assistance condition contained in the Conditions, require to complete such alternative Record of Provider Controls document as SDS shall publish on the training provider area of the SDS website for Modern Apprenticeships.

3.2.4. In the event that:-

3.2.4.1. the Provider had an agreement with SDS to deliver MA Programme services (or equivalent) at any time during the period between 1 April 2016 and 31 March 2017 (“2016/17 Agreement”); and

3.2.4.2. SDS issued the Provider with an action/improvement plan in relation to the services to be performed by the Provider under the 2016/17 Agreement (which would include any action/improvement plan that may have been issued to the Provider by SDS before the 2016/17 Agreement, where such plan had not been updated or replaced under the 2016/17 Agreement)

unless SDS advises the Provider otherwise in writing in the form of an email from the SDS assigned Skills Investment Advisor, each such action/improvement plan shall continue to apply to the Services to be provided by the Provider under any Contract Schedule awarded under this MA Provider Contract, subject to any amendments thereto as SDS may require.

### 3.3. Payment and Claims

3.3.1. A Provider shall require to be a financially viable organisation and have robust financial systems in place throughout the duration of the MA Provider Contract. SDS reserves the right, at any time and as it may deem necessary to:-

3.3.1.1. require the Provider to provide such financial and/or other information, including the latest set of the Provider’s audited accounts, to enable SDS to assess the Provider’s continuing financial viability and its ability to continue to

- perform its obligations under the MA Provider Contract and each Contract Schedule;
- 3.3.1.2. require any financial and/or other information provided by the Provider under the MA Provider Contract to be certified by an independent accountant;
  - 3.3.1.3. obtain any industry recognised credit reports relating to the Provider to enable SDS to assess the Provider's continuing financial viability and its ability to continue to perform its obligations under the MA Provider Contract and each Contract Schedule and/or
  - 3.3.1.4. call for a report, by an independent accountant, on the financial systems and controls operated by the Provider in respect of monies received for the purposes of the MA Programme.
- 3.3.2. Provided always that the Provider has and continues to meet its obligations under the MA Provider Contract and each Contract Schedule, and that the relevant Participant confirmation/validation referred to in paragraphs 2.3.1 and 3.2.10 (as applicable) of Part One of the Specification has been received by SDS, SDS will pay to the Provider, as and when required by, and in accordance with the terms of, the MA Provider Contract and each Contract Schedule, such sums as are then due to the Provider according to the relevant Contract Schedule. All payments made under the MA Provider Contract and each Contract Schedule are inclusive of any applicable VAT.
- 3.3.3. Without prejudice to SDS' other rights and remedies, where SDS finds overpayment has been made to the Provider under the MA Provider Contract or any other agreement between the Provider and SDS (whether expired or otherwise), SDS shall be entitled to deduct the amount of overpayment from the next payment claim, or if there are no further claims to be made, (or if otherwise requested by SDS), the Provider will make immediate repayment to SDS on demand.
- 3.3.4. Without prejudice to SDS' other rights and remedies, where the Provider has been requested to provide documentation in support of a claim for payment and has failed to provide it, SDS shall be entitled to permanently withhold payment of the claim (or such proportion not supported by satisfactory documentation) or where the claim has been paid by SDS, to demand immediate repayment of the claim (or such proportion not supported by satisfactory documentation) where upon the Provider shall immediately repay the amount demanded.
- 3.3.5. The Provider shall not be entitled to submit any Milestone claim until it has properly fulfilled all applicable Services relating to the Milestone and it is in possession of all the evidence specified in the Specification. All claims for payments must be submitted by the Provider through CTS/FIPS.
- 3.3.6. Providers are not permitted to make any charge of any nature to any

Participant or proposed Participant, or former Participant, whether before, during or after participation in the MA programme, in respect of the MA programme. (For the avoidance of doubt, Providers shall not therefore charge any Participant any charge for, or costs or losses incurred as a result of, a Participant's early departure from their MA programme).

- 3.3.7. In the event that any Participant is disabled and/or care experienced (the criteria for which are set out in Appendix 13 to this Specification), and the Participant agrees to complete and sign the statement set out in Appendix 13 confirming which of the applicable criteria apply, the Provider shall be eligible to receive enhanced funding, as set out in the Appendix 13. In order to claim such enhanced funding for any Participant, the Provider shall require to obtain the duly completed and signed statement from the Participant. The completed and signed statement must be held by the Provider on file prior to making a claim and retained for audit purposes. Completion of and signature to any such statement must be voluntary. The Provider shall not coerce or bribe any Participant into completing and/or signing any such statement. The funding is available across all MA frameworks e.g. funding is available for Business Administration at SCQF level 5 and 6 for those aged 25-29 who are disabled or care experienced.

**Example of funding levels**

MA framework	Age 20-24 – SCQF level 5	Age 25-29 – SCQF level 5	Revised rate to 16-19 contribution level – SCQF level 5
Business Administration	£850	£0	£1,700
Providing Financial Services	£1,200	£600	£2,200
Retail	£850	£0	£1,700

**3.3.8. Signatures on Documentation**

3.3.8.1. The Provider shall ensure that:-

3.3.8.1.1. all required signatures are, unless otherwise agreed in writing by SDS, 'wet' signatures. (e.g. stamped or electronic signatures will not be accepted);

3.3.8.1.2. all systems and processes are robust with key controls in place to ensure that all signatures on documentation are genuine.

Any irregularity in required signatures may be deemed a breach of the MA Provider Contract.

3.3.8A SDS is currently reviewing requirements for signatures as a means of confirmation, acknowledgement and/or acceptance. Individual providers may be offered an opportunity to pilot alternative methods of confirmation, acknowledgement and/or acceptance (as applicable) of specific information which the provider requires to retain or submit as evidence under the MA Provider Contract. Providers shall be advised of any associated process/requirement changes when offered the opportunity of participating in any such pilot. Providers offered an opportunity to participate in any such pilot shall not be obliged to participate.

### 3.3.9. Quality Management Assessment Process

- 3.3.9.1. The Quality Standards are designed to help assess the extent to which Providers deliver quality services which are focused on the needs of the Participants and employers. The Provider is required to meet minimum standards and take action to achieve year on year improvements, as set out in the SDS Quality Management Framework. A copy of the current SDS Quality Management Framework is available on the SDS NTP Provider website. The Quality Management Framework may be amended from time to time by SDS. Any amended version shall be available on the NTP Provider website.
- 3.3.9.2. The Provider shall submit to SDS no later than 30<sup>th</sup> April 2018, a self assessment and Quality Action Plan for review and acceptance by SDS, the format of which shall be determined and made available by SDS, to evidence Provider achievement and planned improvement actions against the Quality Standards referred to within the Quality Management Framework. Subject to any alternative arrangements which SDS may advise in writing, SDS staff shall periodically visit the Provider to review supporting evidence held by the Provider.
- 3.3.9.3. Except where otherwise confirmed by SDS under paragraph 3.3.9.2, SDS will use each of the Provider's Self Assessment(s) submitted by the Provider and additional appropriate evidence, to assess the Provider against each of the Quality Standards. SDS may examine a range of evidence as indicated within the SDS Quality Management Framework. Where any Provider is subject to any alternative quality standard assessment process, for example, Education Scotland thematic reviews, the Provider shall require to meet the requirements of that process. In the event that the Provider fails to meet the Quality Standards at any time, this shall be deemed a breach of the MA Provider Contract. In addition to SDS' other rights and remedies, Providers should

be aware that performance against the Quality Standards pursuant to the MA Provider Contract may be included as a minimum requirement and/or evaluation criteria in future MA provider contracts.

- 3.3.9.4. Except where otherwise confirmed by SDS under paragraph 3.3.9.2, the Provider shall ensure that it keeps each Self Assessment and Quality Action Plan up to date at all times, and shall liaise with the SDS assigned Skills Investment Adviser on the progress of each Quality Action Plan. Any material changes to any Self Assessment or Quality Action Plan must be resubmitted immediately to SDS through the SDS Quality Management mailbox, details of which can be provided by SDS on request.

### 3.4. Rural Uplift

- 3.4.1. SDS recognises the complexities of providing training provision in certain parts of Scotland. The eligibility criteria for the Rural Uplift will be based on whether the post code of the employer's premises where the Participant predominantly performs their job is within the following areas during the period of the MA Provider Contract:-

- Argyll and Bute;
- Isle of Arran;
- Orkney;
- Shetland; and
- Western Isles.

- 3.4.2. For the rest of Scotland the eligibility criteria for the Rural Uplift will be based on whether the post code of the employer's premises where the Participant predominantly performs their job, is classed as 'Remote Rural' or 'Remote Small Towns' by the Scottish Governments [Urban/Rural Classification](#). (A postcode lookup can be found here [https://sds.qualtrics.com/CP/File.php?F=F\\_eRlxdM6EZfgq4F7](https://sds.qualtrics.com/CP/File.php?F=F_eRlxdM6EZfgq4F7)).

Where eligible in accordance with paragraphs 3.4.1 or 3.4.2, the Rural Uplift shall be payable by SDS to the Provider as set out in Table 1 below:-

**Table 1**

<b>Total number of milestones for Participant MA Framework as set out in each MA VQ Payment Plan</b>	<b>Trigger for Rural Uplift</b>	<b>Rural Uplift</b>
No less than 12 (which shall be deemed to include all MA Frameworks for Oil and Gas and Electrical Engineering, irrespective of the total number of milestones set out in the corresponding MA VQ Payment Plan)	Where Participant completes the first year of their MA during the period of the MA Provider Contract in accordance with the Participant's Training Agreement	£500
	Where the Provider is legitimately claiming output based funding during the period of the MA Provider Contract	£500
No less than 6 and no more than 11	Where the Provider is legitimately claiming output based funding during the period of the MA Provider Contract	£500
No less than 2 and no more than 5	Where the Provider is legitimately claiming output based funding during the period of the MA Provider Contract	£250

Each payment may be claimed in accordance with such process as shall be set out in FIPS and/or otherwise detailed in the training provider area of the SDS website for Modern Apprenticeships.

Example of Rural Uplift and when claims will be eligible to be made:

<b>Type of Framework</b>	<b>Start date of Participant</b>	<b>When claim can be made</b>	<b>When claim can be made</b>
16 milestone plan	1 August 2018	1 August 2019	when MA has been achieved
6 milestone plan	1 April 2018	when MA has been achieved	
3 milestone plan	1 October 2018	when MA has been achieved	

### **3.5. Travel and Subsistence Policy for Participants Resident in Specified Areas**

3.5.1. For all Starts registered on FIPS from or after 1 April 2018, where a Participant, resident in the following areas:-

- 3.5.1.1. Isle of Arran;
- 3.5.1.2. The local authority area of Argyll and Bute;
- 3.5.1.3. The local authority area of Highland;
- 3.5.1.4. The local authority area of Moray;
- 3.5.1.5. The local authority area of Orkney;
- 3.5.1.6. The local authority area of Shetland; or

3.5.1.7. The local authority area of Western Isles (Eilean Siar);

is required as part of their MA Programme to attend structured and formal off the job training (which is not conducted by or on behalf of the Participant's employer or any Group Company of the employer) necessitating travel and/or overnight accommodation, then support is available in accordance with the process and policy set out in appendix 9 to this Specification. Approval must be sought from SDS in advance, using the form set out in appendix 9a or by request through CTS/FIPS. Any such approval shall be confirmed by SDS in CTS/FIPS.

- 3.5.2. For all Participants registered previously as a Start on CTS/FIPS (i.e. prior to 1 April 2018), where such Participant is resident in specified local authority areas of SDS North Region (i.e. Argyll & Bute; Western Isles (Eilean Siar); Highland; Moray; Orkney and Shetland), and is required as part of their MA Programme to attend structured and formal off the job training (which is not conducted by or on behalf of the Participant's employer or any Group Company of the employer) necessitating travel and/or overnight accommodation, then support is available in accordance with the process and policy set out in appendix 9 to this Specification. Approval must be sought from SDS in advance, using the form set out in appendix 9a or by request through CTS/FIPS. Any such approval shall be confirmed by SDS in CTS/FIPS.