

## MA Contract 21/22 Variation No. 1 - Additional Apprentice Transition Plan Services

### 1. Background and Scope of Changes

- 1.1. In response to the Covid-19 pandemic, SDS has identified additional services that you are encouraged to provide under the MA Contract for the period 2021/22 (as may be amended/extended) (“MA Contract 2021/22”).
- 1.2. Details of the additional Services and applicable changes to the MA Contract 2021/22 terms and conditions are set out in this MA Contract 21/22 Variation No.1.
- 1.3. The full terms of the MA Contract 2021/22 remain unchanged, except to the extent set out in, or otherwise referred to in the MA Contract 21/22 Variation No.1. As such, all provisions that apply to the Services under the MA Contract 2021/22 shall, except to the extent otherwise expressly provided under this MA Contract 21/22 Variation No.1, apply to the ATP Services described in this document.
- 1.4. Subject to paragraph 1.5 below, capitalised terms that appear in this MA Contract 21/22 Variation No.1 shall accordingly be defined in accordance with the MA Contract 2021/22.
- 1.5. The following terms that appear in this MA Contract 21/22 Variation No.1 shall have the following meanings: -

“ATP Milestone”	means that you hold all the required output evidence referred to in the ATP Services that demonstrates successful completion of stages, 1, 4 and 5 of the Apprenticeship Transition Plan Record of Achievement and fully completed ATP document;
“ATP Services”	means the ATP Services that are described as such in paragraph 2.10 of the MA Specification 2021-2022, as may be amended from time to time in accordance with the variation provisions set out in the MA Contract 2021/22, and which form part of the Services, as described in the MA Contract 2021/22. Any reference to “Services” in the MA Contract 2021/22 shall accordingly be deemed to include reference to the ATP Services described in this variation, subject to any provision that may apply specifically to the ATP Services set out in this variation;

## **2. Effective Date and Period of Change**

2.1. The changes that are set out in this MA Contract 21/22 Variation No.1 shall apply from 1 April 2021 and shall continue to apply until 31 March 2022 or sooner, in the event that SDS confirms (by publication on the Coronavirus Update Section) its withdrawal, amendment or replacement. For the avoidance of doubt, the ATP Services shall not continue after 31 March 2022 even if the MA Contract 2021/22 is extended (unless any such extension expressly provides that the ATP Services are to be extended for any further specified period).

## **3. The Additional Services**

3.1. The [MA Specification 2021-2022](#) contains the Specification for the MA Contract 2021/22, including the description of the ATP Services and other associated amendments as referenced in the version history.

3.2. For the avoidance of doubt, the ATP Services are distinct from any Apprentice Transition Programme Services for which SDS may enter into a contract with you pursuant to the Apprentice Transition Programme Framework – Reference P20-074, (which relate to apprentices that are referred to you by SDS specifically for the provision of apprentice transition services, and are subject in whole to the terms and conditions that apply pursuant to that framework).

## **4. ATP Services**

4.1. In relation to each Apprentice you shall:-

4.1.1. promptly commence the ATP Services following the entry of the correct leaving codes in FIPS. Without prejudice to the foregoing requirement, no ATP Services shall commence later than 31 March 2022, and

4.1.2. complete the ATP Services for each Apprentice within 26 weeks of the date on which the Apprentice is registered on FIPS as an Apprentice on the Apprentice Transition Programme.

4.2. For the purposes of Condition 4.1.1 above, you shall be deemed to have commenced the ATP Services in relation to an Apprentice when the Apprentice is registered as an Apprentice on the relevant Apprentice Transition Programme section of FIPS. Registration is accepted on confirmation that SDS has checked eligibility on receipt of the Apprentice Transition Plan document and emailed approval referred to in paragraph 2.10.3.1 of the MA Contract 2021/22.

4.3. You will ensure that the ATP Services you perform meet the standards and qualifications set out in the ATP Services (as each may be amended in accordance with the terms of the MA Contract 2021/22) at all times.

## **5. Price and Payment**

5.1. The price set out in the ATP Services is deemed to include all applicable VAT, expenses and other charges. Provided always that you have met and continue

to meet all your obligations under the MA Contract 2021/22, and that the requested evidence of ATP Services referred to in paragraph 2.10.3 of the ATP Services has been received and accepted by us in accordance with our requirements, we will pay you the price set out in the ATP Services for each Apprentice in respect of whom:-

- 5.1.1. you have successfully completed the ATP Milestone,
- 5.1.2. you have emailed to [atpsupport@sds.co.uk](mailto:atpsupport@sds.co.uk) clearly readable copies of the completed ATP documents referred to in paragraph 2.10.3.2 of the ATP Services;
- 5.1.3. you have completed all RPL exercises referred to in paragraph 2.10.3.2 of the ATP Services, and
- 5.1.4. you have emailed to [ATPSupport@sds.co.uk](mailto:ATPSupport@sds.co.uk) a clearly readable copy of their Record of Achievement (as further described in paragraph 2.10.3.2 of the ATP Services).

5.2. Payments shall be paid within 30 days of submission of a valid claim on FIPS.

5.3. You are reminded that we have rights to withhold and recover payments from you under the Conditions.

## 6. Claims Process

6.1. Each claim for payment for the ATP Services must be submitted in accordance with the FIPS requirements and must also be submitted no later than the date occurring 90 days after the date you have successfully completed the ATP Milestone to which the claim relates.

6.2. Where you submit any claim for payment later than the date permitted under paragraph 6.1, in addition to all other remedies available to SDS, SDS reserves the right to withhold payment of all or part of the claim, or where the claim (or part of the claim) has been paid, recover all or part of such payment.

6.3. You cannot submit any claim until you are in possession of all the evidence set out in the ATP Services for that claim. SDS requires to satisfy itself that all supporting evidence provided is authentic, accurate and suitable. We shall conduct an audit of the supporting evidence. We shall not accept any evidence other than the evidence referred to in the ATP Services description as support of a claim.

6.4. Once SDS is so satisfied, it will confirm approval by email from [atpsupport@sds.co.uk](mailto:atpsupport@sds.co.uk). You must submit all claims for payments through FIPS.

## 7. Health and Safety and Personnel Accreditation

7.1. You shall at all times comply with all rules and regulations including those in respect of health and safety (including those set out in the SDS website <https://www.skillsdevelopmentscotland.co.uk/for-training-providers/requirements/health-safety-requirements/> (or such alternative Health and Safety webpage as SDS may post on its website from time to

time)). In particular, you shall, upon written request by us, promptly provide evidence that you are complying with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and the Health and Safety (Consultation with Employees) Regulations 1996.

7.2. For the duration of the MA Contract 2021/22 during which ATP Services are performed, all personnel used in the delivery of the ATP Services shall maintain at least the level of accreditations and certificates required by us as part of the ATP Services performed pursuant to MA Contract 21/22 Variation No.1.

## **8. Data Protection**

8.1. In appendix 3 to the Conditions forming part of the MA Contract 2021/22, delete paragraphs 1.1 and 1.2, and replace them with the following: -

- “1.1 all Personal Data input by you into all SDS hard copy forms that you require to retain under the terms of the MA Contract 2021/22, for delivery and/or inspection by SDS; and
- 1.2. all Personal Data input by you into the SDS Modern Apprenticeships Equality Monitoring Forms (“Equalities Monitoring Data”) and
- 1.3 all Personal Data relating to the Apprentice that is processed by you in relation to the ATP Services under this MA Contract 21/22 Variation No.1.”

## **9. Right to Withdraw, Amend and/or Suspend the ATP Services**

9.1. In addition to SDS’s right to variation set out in the MA Contract 2021/22, SDS reserves the right to withdraw and/or suspend the ATP Services at any time during the duration of the MA Contract 2021/22, with immediate effect. Unless SDS confirms otherwise at the time of any suspension or withdrawal, any such withdrawal or suspension will apply in relation to ATP Services that have not commenced in relation to an Apprentice (as defined in paragraph 4.2 above). This paragraph 9.1 does not limit SDS’s rights under Conditions 21-23 of the MA Contract 2021/22 (Termination, Termination for Reputational Damage and Other Remedies).

## **10. Miscellaneous**

10.1. SDS reasonably anticipates that the procurement regulations will apply to the changes implemented by virtue of this MA Contract 21/22 Variation No.1, and affirms that the changes are compatible with Regulation 72 of the Public Contracts (Scotland) Regulations 2015 or such other applicable equivalent. The changes are also made in accordance with Condition 6 of the Conditions (Variations) forming part of the MA Contract 2021/22.

10.2. Except to the extent expressly set out in this MA Contract 21/22 Variation No.1 this MA Contract 21/22 Variation No.1 shall not constitute a waiver of any right or remedy of SDS or the Provider arising before, during or after the implementation of the changes.

10.3. If there is an inconsistency between or among any of the provisions of this MA Contract 21/22 Variation No.1 and the provisions of the MA Contract 2021/22, the provisions of this MA Contract 21/22 Variation No.1 shall prevail.