

Apprentice Transition Plan (ATP) Access Fund Rules

Version History

Version	Revision(s)	Approved by	Date
1	First Publication	Karen Murray	

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Introduction

The aim of the ATP Access Fund is to support redundant Apprentices who cannot access and benefit from the ATP as they require support with one or more of the following:

1. **Digital access**
2. **Travel support**
3. **Support for learning**

The costs of this support are limited therefore it is important resources are carefully targeted. Providers are asked to submit applications for the costs for eligible redundant Apprentices who need these resources and are committed to completing ATP.

The following guidance has been developed to assist Providers to apply. It is essential that applications are only made where Providers have robust processes to determine need.

1. Definitions

1.1. In this instruction document, we use the following terms: -

Term	Meaning
Apprentice	has the meaning set out in the ATP Contract;
ATP	means the Apprentice Transition Plan, details of which are set out in the ATP Contract;
ATP Contract	means the relevant contract between SDS and the Provider, that sets out the terms and conditions relating to the ATP requirements and provider services;
ATP Access Fund	means the additional funding for tablets, laptops, software, data and travel that is available from SDS in accordance with these Rules;
FIPS	means SDS's corporate training system or portal, through which information relating to the ATP Contract is recorded and made available to Providers;
Rules	means these ATP Access Fund Rules, which may be amended by SDS from time to time;
SDS, we, us or our	means The Skills Development Scotland Co. Limited, a company limited by guarantee, registered in Scotland (Company no. SC202659) and having its registered office at Monteith House, 11 George Square, Glasgow, G2 1DY;
Provider, you	means the training/learning provider already contracted under the ATP Contract that applies for the ATP Access Fund

2. ATP Access Fund

2.1. The following funding is made available by SDS to the Provider for digital access in the circumstances set out in this rule Error! Reference source not found.:-

Apprentice requirement for which additional funding to be applied	Nature of ATP circumstances	Funding Allowance
Laptop	Having to complete certification in a framework area that requires more than a basic tablet. Justification must be provided in support of the application. Laptops must be recovered by the Provider promptly following completion of the Apprentice's ATP, for re-use by other apprentices requiring one in order to complete their ATP.	Up to £600
Tablet	Having to complete certification in a framework area, or ATP Stage 4 that only requires a basic tablet. Justification must be provided in support of the application.	Up to £120
Data Cards	Requiring data to interact with provider and/or assessment process- justification required in support of the application.	£20
Additional Data Cards	If repeat application after 1 month - should be clear justification in support of the application.	£20

3. Eligibility

3.1. To be eligible for any ATP additional funding: -

3.1.1. the Apprentice must be registered as a start for the ATP Services on SDS's FIPS system, in accordance with all applicable SDS conditions under the ATP Contract;

3.1.2. for any laptop or tablet, the Apprentice must use the declaration within the Application Form (being the application form for the funding, made available, and as may be amended from time to time, by SDS ("Application Form")), that:-

3.1.2.1. such a device is necessary for them to complete their ATP,

3.1.2.2. they do not have suitable access to such a device, and

3.1.2.3. they cannot afford to purchase the device;

3.1.3. for any internet access (Data Card), the Apprentice must declare (using the Application Form), that:-

3.1.3.1. they are not connected to the internet at their normal place of

- residence where they are to undertake the ATP;
 - 3.1.3.2. there is a reasonable requirement to have such internet access in order to complete the ATP; and
 - 3.1.3.3. they cannot afford to purchase such internet access.
 - 3.1.4. for travel, the Apprentice must declare (using the Application Form), that the travel specified in the application is necessary in order to complete their ATP and that they:-
 - 3.1.4.1. cannot afford such travel; and/or
 - 3.1.4.2. need support with travel for the purposes of completing the ATP, arising from a health condition or disability;
 - 3.1.5. for assistive technology, specialist software and/or additional personal support (for ATP stage 4 only), a Needs Assessment Report (which forms part of the Application Form) must be completed. The Apprentice must declare in the Application Form, that as a result of a disability or health condition, they would be unable to access and benefit from the ATP without the relevant item of support applied for.
- 3.2. Apprentices with a disability or health condition who are continuing with their Modern Apprenticeship (certification) under the ATP, and are already in receipt of enhanced funding under the MA Contract between SDS and the Provider, will not be eligible for the support referred to in rule 3.1.5.
- 3.3. ATP Access Fund is not available in respect of Apprentices who are in:-
- 3.3.1. further or higher education;
 - 3.3.2. receipt of similar support from any other digital access programme including (but not limited to) - SFC / SAAS FE/HE award, Digital Inclusion Programme from Youthlink Scotland, Connecting Scotland or similar; or
 - 3.3.3. receipt of a wage or training allowance.
- 3.4. If a Provider has a requirement for any Apprentice to have access to specialist software to support learning, which is not freely available, SDS will consider additional support on a case-by-case basis. Please speak to our ATP Adviser for advice in the first instance. Any such assistance that SDS agrees to provide shall be subject to such conditions as SDS may prescribe
- 3.5. An Apprentice is not entitled to receive both a laptop and a tablet under this scheme.
- 3.6. All data funded under this scheme must be used solely for the purposes of the Apprentice completing their ATP.
- 3.7. Without limitation, the following shall not be eligible for ATP Access Fund funding:-
- 3.7.1. any laptop for an Apprentice, where another laptop has already been funded under the scheme, and that laptop ought reasonably to be available for use by the Apprentice;
 - 3.7.2. smart phones, or hardware that is not referred to in the table in rule 2 above;

3.7.3. hardware or software that has already been provided through Modern Apprenticeship Enhanced Funding, Access to Work or by the previous employer, and to which the Apprentice still has access.

4. ATP Access Fund allowance

- 4.1. Providers will be able to claim a set amount from SDS for one or more of the items specified in the table in rule **Error! Reference source not found..** The funding available for the hardware is based on the specification required by the Apprentice in order to complete their ATP. Providers are however entitled to use the funding to supplement their own funding to purchase higher specification hardware should they wish to.
- 4.2. Providers are required to justify why an Apprentice requires a laptop rather than a tablet, which may without limitation, include the requirements of the Apprentice's course work and assessments, or to accommodate specific software.

5. Conditions relating to the Hardware, Data and other deliverables

- 5.1. The Provider will be fully responsible for the laptops that it purchases under the ATP scheme. Providers are reminded that they will require to meet all applicable laws and regulations, and will be expected to comply with all current best practice guidelines to ensure that they only issue equipment to participants where the hardware and digital content meet all health and safety requirements and standards and are free from harmful content.
- 5.2. The Apprentice in receipt of a tablet shall be entitled to retain the tablet on completion of their ATP, and the Provider shall not request its return.
- 5.3. Laptops must be recovered by the Provider promptly following completion of the Apprentice's ATP, for re-use by other ATP apprentices requiring one in order to complete their ATP.

6. Application and Claims

- 6.1. SDS shall make available an application form from time to time, for the Provider to claim ATP Access Fund funding under the ATP scheme. Unless otherwise stated by SDS, all applications should be submitted to SDS by email to ATPsupport@sds.co.uk
- 6.2. By submitting an application for ATP Access Fund, the Provider agrees to comply with these Rules, as may be amended by SDS from time to time.
- 6.3. Approval of an application is entirely at SDS's discretion. There is no right of

appeal under the scheme. (Providers shall be entitled to raise a complaint through SDS' complaint procedure, details of which are available on SDS' website.)

- 6.4. Providers shall be required to provide a detailed explanation to SDS for the requirement for each item for which ATP Access Fund is being requested in the application.
- 6.5. Without limitation to the scope of the application generally, for travel support, details of all journeys must be clearly provided, including the start and end points of each required journey, the number of journeys and the individual and aggregate costs of journeys.
- 6.6. Where any application is made for a laptop and one or more laptops have been funded previously by SDS, the Provider will require to evidence that all previously funded laptops are still required at the time for use by ATP apprentices for the purposes solely of completing their ATP, and that an additional laptop is required for an additional apprentice.
- 6.7. If the application for ATP Access Fund is approved, Providers will receive notification by email from ATPsupport@sds.co.uk. The email will notify the Provider of the items and associated expenditure approved. The Provider has 30 days from the last date on which the Provider has incurred the relevant expenses to claim the additional support funding on FIPS. If the Provider fails to make the claim within that period, the application will be followed up and a delay could lead to withdrawal of the additional support funding offer, at SDS's entire discretion.
- 6.8. Claims for payment shall be made through, and in accordance with, the conditions set out in the SDS FIPS system as amended by SDS from time to time, current details of which are accessible via the ATP web pages on the SDS website. All evidence set out in the applicable conditions shall require to be provided. As part of this requirement, and without limitation, the Provider must upload evidence of delivery to, and receipt by, the Apprentice of each item for which a claim is submitted on FIPS.
- 6.9. SDS shall pay each valid claim no later than 30 days following receipt of the claim and all required evidence.
- 6.10. In the event that the Provider becomes aware at any time that it has provided any inaccurate or misleading information to SDS in relation to any aspect of the ATP scheme, it shall immediately inform SDS by email to ATPsupport@sds.co.uk, and shall promptly provide such additional information as SDS may request.

7. Monitoring, Audit and Evaluation

- 7.1. The Provider shall provide SDS, and any such agent as SDS may use for the purposes of audit, such information as such party may require for the purpose of auditing compliance with the ATP Access Fund.
- 7.2. The Provider shall permit duly authorised representatives of SDS or its said nominated agents unlimited access to interview the Apprentice and/or to examine all records and all other supporting documentation relating to any application(s) and/or claim(s). The Provider shall furnish SDS or its said nominated agents with suitable oral or written explanation if required and shall provide the said party with access to the Provider's staff for interviews on matters covered by the relevant application(s) and/or claim(s).
- 7.3. The parties agree that any personal data that is provided to SDS for the purposes of the ATP Access Fund is provided by the Provider and is subject to the relevant terms and conditions governing data protection set out in (or otherwise referred to in) the agreement in place between SDS and the Provider for the provision of the ATP Services.
- 7.4. SDS shall be entitled to disclose to any party whomsoever, details of any arrangement made between SDS and any applicant in relation to ATP Access Fund.

8. Duration of the ATP Access Fund

- 8.1. The ATP Access Fund shall accept applications from the date of publication of these Rules on the SDS website and SDS shall be available for receipt of applications until 5pm on 31 March 2021. The Scottish Government and/or SDS do however reserve the right to suspend, extend, terminate or amend the ATP Access Fund at any time. SDS will post any related statements and information on its website in such an event. All applications received on or after the date of suspension/termination will automatically be rejected.

9. Recovery of ATP Access Fund

- 9.1. If any ATP Access Fund funding is paid and:
 - 9.1.1. SDS becomes aware at any time that:
 - 9.1.1.1. the payment (or any part of the payment) was not claimed in compliance with these Rules;
 - 9.1.1.2. if the Provider is found to be in breach of any undertaking or declaration in the application form; or
 - 9.1.1.3. any additional support funding was otherwise paid in error;

then SDS reserves the right to require repayment by the Provider. SDS shall be

entitled to deduct any sums due to it under these Rules, from any other sums due to be paid by SDS to the Provider under any other agreement, or alternatively demand such sums from the Provider, which the Provider shall pay immediately. This rule is without prejudice to any other rights and remedies SDS or the Scottish Government may have.

10.Retention of Supporting Evidence

10.1. The Provider must retain all supporting evidence required for each application for 12 calendar months after the date of the last full payment of all sums to the Provider under these Rules. The Provider shall allow SDS and/or (as the case may be) SDS's nominated auditors whomsoever, immediate and unlimited access to all the records, evidence and accounts SDS or its auditors may request from time to time for the purpose of auditing the Provider's compliance with its obligations under the ATP Access Fund. This access shall at SDS's entire discretion, be at:-

10.1.1. the Provider's premises (or the premises of the Provider's agents or the Provider's own auditors, if the records, evidence and/or accounts are ordinarily stored there); or

10.1.2. premises identified by SDS within Scotland.

10.2. The Provider shall at its entire cost, provide the records, evidence and accounts (together with copies of its published accounts) requested by SDS, during the term of the ATP Access Fund and for the further retention period referred to in rule 10.1 to SDS (or its nominated agent) immediately on request by SDS. The provision shall, at SDS's entire discretion, be made at the Provider's premises (or the premises of the Provider's agents, if applicable) or, at such premises within Scotland as SDS may specify.

10.3. The Provider shall, immediately following SDS's request, provide SDS with all reasonable co-operation and assistance in relation to each audit.

SDS strive to deliver excellent services and are keen to know about any concerns you may have. If you are aware of activities that may have an adverse effect on SDS services, please use the [Concerns Form](#) to raise your concern.