

ALL AMENDMENTS ARE INCLUDED IN THE 2020/21 EF RULES (AS EXTENDED TO 31 MARCH 2022)

CLAUSE NO.	DETAILS OF CLARIFICATION/AMENDMENT (ALL CHANGES HIGHLIGHTED IN YELLOW)	REASON FOR AMENDMENT
<p>Please note any agreement for variation to the EF Rules must be submitted for review on an annual basis. Any agreements currently in place will run to 31 March 2022 only, subject to review.</p>		
<p>Front Page</p>	<p>For public funding of Employability Fund Services 2020 - 21 (as currently extended to 2022 with possible extension to 2023)</p>	<p>Extension of the contract period</p>
<p>Part 2 8 Recruitment, Outputs and Outcomes</p>	<p>8.3.5 In the case of an Outcome Payment for progression to a Modern Apprenticeship, the Provider must satisfy itself that it has complied with the requirements set out in Appendix 10, and provide SDS with a signed declaration (in the form set out at Appendix 10) confirming that the Participant has been entered onto FIPS with a MA start date within 26 weeks of the date that the Participant left the Employability Fund Services and has been engaged in a Modern Apprenticeship for a minimum of 4 weeks.</p>	<p>Clarification</p>
<p>Part 3 3.3 Payments and Claims</p>	<p>3.3.7.2 The Provider must ensure that all required signatures are original on all SDS documentation. By original, SDS mean a signature used where there is knowledge of and an intent to sign a specific document. 3.3.7.3 SDS accept wet signatures, stylus signatures and signatures gathered using electronic signature software. 3.3.7.4 SDS do not accept copied and pasted signatures. 3.3.7.5 Typed signatures will only be accepted where these are completed using electronic signature software that provides the Provider with an audit trail. The Provider must retain any electronic signature audit trail with the relevant document and make it available to SDS on request 3.3.7.6 Any irregularity in required signatures may be deemed a breach of your EF Contract 3.3.7.7 SDS constantly monitor and review the use of electronic signatures and may provide updated requirements and guidance from time to time.</p>	<p>Clarification</p>
<p>Part 3 21 Records, Monitoring and General Assistance</p>	<p>21.1 The Provider shall retain full and accurate records and accounts of the operation of the EF Contract including the services provided pursuant to it, the Contract Schedules entered into with SDS and the amounts paid by SDS until for a period of at least the third anniversary of the 31st March next occurring after the creation of the record/account. (For example if a record is created on 9/9/21 then the record must be retained until 31/3/25.) 21.2 Not used 21.4 removed reference to the European Commission or the European Court of auditors</p>	<p>Reviewed and updated with removal of ESF references</p>
<p>Part 3 30 Marketing and Branding</p>	<p>30.5 removed full paragraph</p>	<p>Reviewed and updated with removal of ESF references</p>

PROTOCOL COMMUNICATION

REF NO. : PR/EF/2021/05

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Appendix 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13-14	Updated	Updated
Appendix 2	Reviewed: gender question removed; and SOC 2010 updated to SOC 2020	Reviewed and updated
Appendix 7	Reviewed: gender question included with more options.	Reviewed and updated
Appendix 15	<p>2.4 If a provider in their own specific circumstances cannot access a file with the level of encryption specified in 2.1, they should make their SIA aware so that an alternative means of secure transfer can be arranged. Any exceptional arrangement should only be used upon SDS' prior approval in writing.</p> <p>6.3 Any files containing personal information held electronically must be held securely and in compliance with Data Protection Legislation.</p> <p>6.4 Providers must ensure that, for both hard copy and electronically stored personal information, only colleagues who have a legitimate business purpose to access the personal information of apprentices can do so.</p>	New