

ALL AMENDMENTS ARE INCLUDED IN THE 2020/21 EF RULES (AS EXTENDED FROM 1 APRIL 2022)

CLAUSE NO.	DETAILS OF CLARIFICATION/AMENDMENT (ALL CHANGES HIGHLIGHTED IN YELLOW)	REASON FOR AMENDMENT
Throughout	Title of document updated to include extension from 1 April 2022 All references to Skills Investment Adviser change to Contract Executive All references to referrals, starts, progressions, re-entry and potential participants have been reviewed and amended	.
Part1 2. Provider's Appointment	2.1. SDS appoints the Provider as a Provider of Employability Fund Services in respect of the Employability Fund, as further described in the Invitation to Tender, the Rules and the Contract Schedule. In addition to the Contract Schedule attached to the extension letter of award, the Provider shall be eligible to be considered for the award of additional Starts by SDS during the term of the EF Contract in the event that the volumes of Starts required to be reallocated, or additional Starts become available	Reviewed and amended
Part 1. Operating Rules	1.3. The EF Contract has been extended pursuant to rule 3.5 contained in Part One of the EF Contract 2021/2022 and shall apply for the period set out in rule 3 below. There are no Starts (nor progressions into Starts) during the extended period, and the terms of the EF contract shall be construed accordingly. Further, except to the extent expressly stated otherwise, all references in this EF Contract (including any Appendix and/or any other document forming part of the EF Contract) to the period of the relevant document shall be deemed to be extended to cover the period of extension referred to in rule 3 below, notwithstanding that the document may refer to another date.	New Rule
Part 1 3. Contract Term	3.1. Subject to earlier termination in accordance with the Rules or on one month's notice in writing by SDS to the Provider at any time, the EF Contract has been extended under rule 3.5 of the EF Contract terms that applied for the period 2021-2022 and shall therefore continue to have effect from 1 April 2022 until the last eligible date for claiming payments under the terms of the EF Contract ("the Contract Term") 3.2. Not used 3.3. Any payments made by SDS to the Provider prior to 1 April 2022, and made in anticipation of the EF Contract having effect shall be deemed to have been made under the terms and conditions of the EF Contract and the relevant Contract Schedule. 3.4 and 3.5 Removed	Reviewed and amended
Part 1 4. Contract Schedule Process	4.2. SDS shall be entitled (but not obliged) from time to time to request the provision of Employability Fund Services. Within 10 calendar days of receipt of each such request, the Provider shall either (i) email the SDS assigned Contract Executive to confirm to SDS that it shall not be able to provide the requested Employability Fund Services; or (ii) complete and submit to SDS, using such process and any such forms as SDS shall identify, full details of the Starts (if any), Outputs, Outcomes and financial forecasts in respect of the request, which completed form shall form part of the Contract Schedule. Each Contract Schedule shall apply from the commencement date set out by SDS in the Contract Schedule, and shall expire at the date referred to in rule 3.1 (unless terminated sooner). A Contract Schedule shall not enter into force, be legally binding or have any other effect unless:-	Reviewed and amended

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<p>Part 1 5. Variations</p>	<p>5.2.4, 5.2.5, 5.2.7, 5.2.8 and 5.2.9 <b>not used</b></p>	<p>Reviewed and amended</p>
<p>Part 2 2. Eligibility</p>	<p>2.1 Subject to Rules 2.2, 2.5, 2.6 and <b>2.7</b>, a proposed Participant is eligible for the Employability Fund Services if they: (i) have been assessed as requiring interventions which fall within Stages 2 to 4 of the Strategic Skills Pipeline; and (ii) are within one of the following categories:</p>	<p>Reviewed and amended</p>
<p>Part 2 2. Eligibility</p>	<p><b>2.7 For the avoidance of doubt, the eligibility criteria set out in this rule 2 do not create any rights for the Provider to register any Starts. The Provider does however require to ensure that each Participant continues to meet the criteria in accordance with rule 2.3.</b></p>	<p>New Rule</p>
<p>Part 2 3. Employability Fund Services Content</p>	<p>3.1 The Employability Fund Services must facilitate the progression of Participants along the Strategic Skills Pipeline (SSP) <b>(or its equivalent, if replaced)</b> into sustainable employment. Employability Fund Services should be differentiated to meet the needs of individual Participants and the job opportunities available and should complement other publicly funded provision available within the Local Employability Partnership (LEP). It should reflect the stage of the SSP that an individual is referred to and meet the following high level expectations: <b>3.5.2 Removed</b></p>	<p>Reviewed and amended</p>
<p>Part 2 4.Recent Starts</p>	<p>4. <b>Recent starts</b> – new title 4.1, 4.2, 4.3, 4.4.1, 4.4.2.1, 4.4.3, 4.5 <b>not used</b> 4.6.1 If the Provider is no longer in a position to provide the suitable Employability Fund Services provision in accordance with the Participant’s Individual Training Plan, the Provider shall fully co-operate with SDS in the event that SDS seeks to transfer the Participant to <b>another training programme or LEP “No one left behind” provision..</b> 4.6.2, 4.6.3 and 4.7- <b>removed</b></p>	<p>Reviewed and amended</p>
<p>Part 2 5.Individual Training Plan (Appendix 3)</p>	<p>5.1 <b>Only Participants who have Individual Training Plans (ITPs) completed and signed in accordance with the Employability Fund Rules for 2021-2022, and are registered on FIPS by 31 March 2022 will continue to be funded by SDS under the period of contract extension referred to in rule 3.5 of Part One of the Rules.</b> The Individual Training Plan (ITP) must be designed to support the Participant to take part in and progress through appropriate employability, vocational training and employment opportunities linked to the local labour market, which fall within Stages 2 to 4 of the Strategic Skills Pipeline <b>(or its equivalent, if replaced)</b> . Providers may decide how best to format the Individual Training Plan provided it contains all of the information specified in the Best Practice Individual Training Plan set out in Appendix 3 and has been confirmed in advance as suitable by their SDS Contract Manager. 5.2 <b>Where the Individual Training Plan refers to an output for which an awarding body accreditation is required, and where that accreditation was not in place at the time the Participant was registered as a Start on FIPS, or an Individual Training Plan does not exist, is incomplete or remains unsigned, or is signed but dated after the</b></p>	<p>Reviewed and amended</p>

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	<p>Recruitment Payment being claimed, this shall constitute a breach of the Rules. The Individual Training Plan must be retained by the Provider for audit purposes.</p> <p>5.3 The Individual Training Plan must be drawn up and agreed between the Participant and the Provider, detailing training delivery to be undertaken in order for the Participant to progress towards their agreed Outputs and Outcomes. The Individual Training Plan is a working document which must be completed, promptly updated and reviewed (as appropriate) as the Participant progresses through <b>their training</b>.</p>	
<p>Part 2 6.Training Agreement and Equalities Monitoring Form</p>	<p>6. <b>Training Agreement and Equalities Monitoring Form</b> - New title 6.1, 6.2.1, 6.2.2, 6.2.3 Not used 6.2.5 For the avoidance of doubt, where a Training Agreement does not exist, where it is inaccurate, where it remains unsigned, or where <b>the original TA was</b> signed more than 9 calendar days after the Participant’s start date, this shall constitute a breach of the Rules. 6.2.6 <b>The Provider shall not be entitled to extend the expected end date of the EF training contained in the Participant’s Training Agreement as at 31 March 2022. In the event that the Participant has not completed their training at the date referred to in the Training Agreement, the Provider must immediately notify the Participant’s original EF referring organisation to initiate any follow up procedures.</b></p>	<p>Reviewed and amended</p>
<p>Part 2 8 Outputs and Outcomes</p>	<p>8. <b>Outputs and Outcomes</b> - New title 8.3.1 <b>Not used</b> 8.3.10 In the case of an Outcome Payment for a Participant progressing from one stage of the Strategic Skills Pipeline to a more advanced stage, a Provider shall in order to satisfy SDS that the Participant has progressed to a more advanced stage of the Strategic Skills Pipeline <b>(or its equivalent, if replaced)</b> provide to SDS a FIPS printout confirming Participant’s start date on the more advanced stage of the Employability Fund Services or a letter or email from the destination Provider confirming the Services is recognised at the specified stage of the Strategic Skills Pipeline <b>(or its equivalent, if replaced)</b> and the actual start date of the Services. The Individual Training Plan must be signed to confirm the Participant has successfully completed the previous stage prior to progressing to the more advanced stage including any relevant certification. For the avoidance of doubt Community Jobs Scotland is nationally recognised as being in Stage 4 of the SSP.</p>	
<p>Part 2 9 Performance Management</p>	<p>9.1.1, 9.2.1, 9.3.1, 9.5, 9.6, 9.10 <b>Not used</b> 9.7 The Provider shall ensure that it meets the minimum Performance Levels set out in rule 23 of section D of Part Three when performing the Services under the EF 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 EF Contract the consequences (if any) set out in rule 23 of section D of Part Three shall apply. 9.11 Where SDS determines that a Contract Schedule is to be varied in accordance with this rule 9, such variation shall be undertaken in accordance with rule 5 of Part One of the Rules. (Variations).</p>	<p>Reviewed and amended with some text removed</p>

**PROTOCOL COMMUNICATION**

**REF NO. : PR/EF/2021/08**

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Part 3 B Policies, Procedures and Systems	B <b>Policies, Procedures and Systems</b> - New title 2.1 There are a number of policies, procedures and systems which the Provider must <b>maintain at all times whilst performing</b> Employability Fund Services. These include	Reviewed and amended
Part 3 2.4 Equal Opportunities and Fair Work Practices	2.4.2.2, 2.4.2.3, 2.4.2.5, 2.4.2.6 <b>not used</b>	Reviewed and amended
Part 3 2.5 Health and Safety	2.5.1 <b>The Provider must ensure that they comply with all applicable UK health and safety legislation for the duration of the EF Contract.</b> 2.5.4.1 <b>Where SDS becomes aware that an incident has occurred</b> whilst a Participant is conducting Services identified in their Individual Training Plan or which are relevant to the Employability Fund Services, <b>the Provider must promptly provide such supplementary information as SDS may request.</b> 2.5.2, 2.5.3 – <b>not used</b> 2.5.4.2, 2.5.4.3, 2.5.4.4, 2.5.4.5 - <b>removed</b>	Reviewed and amended
Part 3 2.8 My World of Work	2.8.1 <b>Where any Participant has not registered on the SDS My World of Work web service at <a href="http://www.myworldofwork.co.uk/">http://www.myworldofwork.co.uk/</a> as at 1 April 2022,</b> the Provider shall use best endeavours to encourage each <b>such Participant to do so</b> , 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 FIPS against the number registered on My World of Work. 2.8.2 <b>removed</b>	Reviewed and amended
Part 3 2.10 Fair Work Practices	2.10 - <b>Not used</b>	No longer used
Part 3 3.4 Quality Assurance	3.4.2, 3.4.3, 3.4.4, 3.4.5, 3.4.6 <b>removed</b>	Removed
Part 3 15 Other Remedies	15.2 Without prejudice to SDS’ other rights and remedies, where a claim has been made and paid by SDS before it has become due but has subsequently become due and SDS has agreed repayment is not required, SDS shall be entitled to charge interest on the amount of the payment at the <b>statutory rate.</b>	Reviewed and amended
Part 3 19 Statutory and other Requirements	19.1 In the performance of the Contract Schedule, the Provider shall comply with any and all relevant requirements of Scots Law.	Reviewed and amended with some text removed
Part 3 23 Performance Levels	23.3.1 <b>Not used</b>	No longer used

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<p>Part 3 29 Notices</p>	<p>29.1 No notice from either SDS to the Provider, or the Provider to SDS, shall be valid under the EF Contract unless it is made in writing by or on behalf of the party sending the communication (which shall include pdf). The only exception to this is where any rule specifically states otherwise, in which event that alternative statement shall apply in relation to that rule only.</p> <p>29.2 Any notice which is to be given by either SDS to the Provider or the Provider to SDS shall be sufficiently served if given by letter (sent by hand, first class registered post by the recorded delivery service, or by email). These letters shall be addressed to the other party in the manner referred to in rule 29.3. Under exception of notices sent by email, provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given (i) if delivered by hand, at the time the notice is left at the proper address or (ii) if sent by first class registered or recorded delivery post, two Working Days after the date of posting, or in each case, sooner where the other party acknowledges receipt of such letter. Any email notice that has been sent in accordance with this rule 29 shall be deemed to be delivered at 9am on the first Working Day after sending (or sooner where the other party acknowledges receipt of such email) notwithstanding that it may be returned as undelivered, or blocked or otherwise not received by the addressee.</p> <p>29.3 For the purposes of rule 29.2 the respective address for each party shall be as follows:-</p> <p>29.3.1 For hand delivered and postal notices to SDS, at SDS’s registered postal address posted on the UK Companies House website as at the date of the notice, or for email notices at <a href="mailto:NTPContracts@sds.co.uk">NTPContracts@sds.co.uk</a>;</p> <p>29.3.2 For hand delivered and postal notices to the Provider where the Provider is a UK registered company, the Provider registered postal address posted on the UK Companies House website as at the date of the notice, and for email notices, at each and all of the following email addresses identified in the Provider ITT response under Part 1, section 2 ‘Contacts’ (in each case as amended by the Provider in accordance with Condition 29.5):-</p> <p>29.3.2.1 Contract Signatory</p> <p>29.3.2.2 Contact to discuss proposal/Alternate Contact; and</p> <p>29.3.2.3 Person responsible for management of the contract value including forecasting (both addresses if more than one was provided by the Provider in the Provider response); and</p> <p>29.3.3 For hand delivered and postal notices to the Provider where the Provider is not a UK registered company, the Provider postal address set out in SDS’s award letter to the Provider for this EF Contract or for email notices at each and all of the following email addresses identified in the Provider ITT response under Part 1, Section 2 ‘Contacts’ (in each case as may be amended by the Provider in accordance with Condition 29.5):-</p> <p>29.3.3.1 Contract Signatory;</p> <p>29.3.3.2 Contact to discuss proposal/Alternate Contact; and</p> <p>29.3.3.3 Person responsible for management of the contract value including forecasting (both addresses if more than one was provided by the Provider in the Provider response).</p> <p>29.4 Where the Provider is not a UK registered company, the Provider may only change the Provider postal address for service of notices by serving a notice on SDS confirming the change of address, in accordance with this</p>	<p>Reviewed and amended</p>
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	<p>rule 29. For email addresses, the Provider may change the email addresses set out in the Provider ITT response Part 1, Section 2 ‘Contacts’ in accordance with rule 29.5.</p> <p>29.5 Where the Provider wishes to amend any contact information set out in the Provider ITT response under Part 1, Section 2 ‘Contacts’ the Provider must email the Provider SDS Contract Executive with the updated details. Such details shall be deemed to be effective from the day occurring 5 Working Days after the date of receipt of the email by SDS, or sooner, where SDS proactively acknowledges receipt. Any auto generated email response from SDS (e.g. an out of office response) will not constitute a proactively acknowledged receipt.</p>	
<p>Appendix 8 Glossary of Terms</p>	<p><b>Contract Executive</b> Means your SDS allocated point of contact for delivery;</p> <p><b>Contract Term</b> has the meaning set out in rule 3.1 of Part One of the Rules</p> <p><b>Letter of Award</b> Means the letter issued by SDS to the Provider containing SDS’s offer to contract with the Provider for the provision of the Employability Fund Services for the Contract Term, the signed duplicate copy of which is returned to SDS</p> <p><b>Participant</b> means an individual who has been approved and registered on the Employability Fund programme on FIPS prior to 1 April 2022;</p> <p><b>Quality Standards</b> - removed</p>	<p>Reviewed and amended</p>