

Apprenticeship Standards application pack

Agreement for the provision of Apprenticeship Education and Training Services

Employer	ABM Facility
Apprentice	Horea Lazar

(1) [BPP Professional Education Limited and/or BPP University Limited and/or BPP Actuarial Education Limited]
and
(2) [Employer]
and
(3) [Apprentice]

Apprentice details

Title	Mr
Apprentice name ("apprentice")	Horea Lazar
National insurance number	SY655208A
Telephone number	+447710091705
Email address	horea.lazar@abm.com
Home address	15 Gerry Raffles Square
Town/City	London
Postcode	E15 1BG

Employment details

Employer	ABM Facility
Job title	Data Analyst
Start date in employment	14/03/2022
Line Manager's name	Augis Kazlauskas
Line Manager's job title	Lead BI Analyst
Line Manager's telephone number	+447823351134
Line Manager's email address	jayaugis.kazlauskas@abm.com
Work address	14 Pier Walk, 3rd Floor, Green Zone
Town/City	London
Postcode	SE10 0ES

Apprenticeship details

Apprenticeship name, level, route and End Point Assessment ("apprenticeship") Education and training is funded from the employer's digital account or government-employer co-investment. Functional skills where applicable are funded by the ESFA.	Level 5 Data Engineer, BCS, The Chartered Institute for IT (EPAO)
Apprenticeship start date	18/09/2024
Start date of practical period	18/09/2024
Expected end date of practical period	27/12/2025

Expected apprenticeship completion date 'final day'	18/04/2026
Length of apprenticeship Minimum of one year from the apprenticeship start date based on a minimum of 30 hours per week. If less than 30 hours per week the duration will be extended.	577 days
Weekly agreed contracted working hours Apprenticeship minimum durations are based on a 30 hour working week. If the apprentice is part-time, the minimum duration will be extended.	40
Mandatory off the job training hours over the apprenticeship, for education and training Education and training hours (including paid training and off-the-job time, as detailed in the Learning Plan, which forms part of this training plan).	359
Subcontractor name (if applicable)	Not applicable

FJAA (Flex-Job Apprenticeship Agency) if applicable

Organisation name
FJAA contact name
FJAA telephone number
FJAA email address
FJAA address
Town/City
Postcode

1. Apprentice's responsibilities

1.1 The apprentice agrees to:

- 1) attending the training, including off-the-job training, and completing all work needed to pass the apprenticeship in working hours by the deadlines set out in the Learning Plan;
- 2) commit to the learning activities required in each module/course, including any additional self-directed study during working hours and completing learning activities as a minimum every month;
- 3) attending review meetings with BPP, to discuss progress, attendance, exam results as set out in the learning plan; and
- 4) completing all parts of the apprenticeship (including exams, workbooks and projects) before progressing to the next level.

1.2 The apprentice agrees to:

- 1) tell BPP if they have previously studied an apprenticeship;
- 2) tell BPP if they have previously studied at College or University;
- 3) fully commit to their off-the-job training;
- 4) comply with health and safety rules and security requirements when studying at BPP;
- 5) treat others with respect and dignity, irrespective of their age, (dis)ability, gender, marital status, race, religion or belief, maternity or paternity, sex or sexual orientation;
- 6) provide BPP relevant information to assess with apprenticeship eligibility checks;
- 7) assist BPP in collecting evidence of off-the-job training (where applicable);
- 8) agree, with the employer and BPP, when learning is completed and that they are ready to undertake the end point assessment;
- 9) bring any issues to the attention of the employer and BPP, including any learning support/health issues that might effect the plan of training; and
- 10) spend at least 50% of their working hours in England over the duration of their apprenticeship.

1.3 The apprentice acknowledges that:

- 1) they are subject to BPP's student terms and conditions ("Terms and Conditions") which can be found at <http://www.bpp.com/terms>
- 2) they are not an employee of BPP;
- 3) attending the Course or Programme does not guarantee they will pass a qualification or complete the apprenticeship;
- 4) in order to qualify into certain professions they may need to meet the requirements of a professional body. Participating in the Course or Programme will not automatically result in acceptance by the relevant professional body of the apprentice. It is the apprentice's responsibility to ensure that they meet the eligibility requirements of the relevant professional body. BPP will not be liable for any failure of the apprentice to be accepted into their chosen profession;
- 5) BPP will create and maintain a unique learner number (ULN) for them and will provide it to third party awarding organisations, where required;
- 6) BPP will register apprentice with relevant awarding bodies and assessment organisations where applicable;
- 7) they must not be on another apprenticeship when signing this statement;
- 8) they must not use a student loan to pay for the apprenticeship (where an individual transfers to an apprenticeship from a College or University programme, and the programme has been funded by a student loan, this loan must be terminated); and
- 9) they must not be in receipt of any other direct DfE funding during their apprenticeship. This includes other DfE funded FS/HE programmes, including those funded by the Office for Students.
- 10) they must immediately notify BPP of any change of circumstances that may affect the ESFA funding that can be claimed or the ability to complete the apprenticeship as originally intended, including changes 1. change in job role or employment status. 2. change in circumstances leading to a break in learning and/or 3. apprentices leaves the apprenticeship and employer prior to achievement.

2. Employer's responsibilities

2.1 The Employer agrees to:

- 1) provide assistance to BPP in the eligibility checks of the apprentice, including completing a right to work in England check;
- 2) provide an initial induction for the apprentice and to provide updates as required;
- 3) provide a safe environment for the apprentice to work and develop their skills in line with health and safety legislation;
- 4) treat others with respect and dignity, irrespective of their age, (dis)ability, gender, marital status, race, religion or belief, maternity or paternity, sex or sexual orientation;
- 5) ensure the apprentice is able to complete the apprenticeship within the time they have available and within working hours;
- 6) not ask the apprentice to contribute financially to the direct cost of learning; this includes both where the apprentice has completed the apprenticeship or has left the apprenticeship;
- 7) declare and provide evidence of any additional payment entitlement prior to the apprenticeship start date; and where applicable understands its obligations in relation to co-investment and invoicing;
- 8) make themselves and the apprentice available for meetings/ progress reviews with BPP as set out in the Learning Plan to enable monitoring, contribution and assessment of progress;
- 9) assist BPP in collecting evidence on off-the-job training (where applicable);
- 10) agree with the apprentice and BPP when learning is complete, and the apprentice is ready to complete the end point assessment;
- 11) seek to resolve any complaints brought by the apprentice and BPP;
- 12) negotiate and agree a price and learning plan with BPP, taking into account the apprentice's prior learning;
- 13) ensure that each apprentice:
 - a) is employed by the employer under a contract of employment (as defined by HMRC) at the start of the first day of the apprenticeship; which is long enough to cover the End Point Assessment;
 - b) is paid at least the minimum wage that they are entitled to by law for the time they are in work and in off the job training; and only use the apprentice rate of the national minimum wage from the apprenticeship start date and not before and when they are no longer an apprentice, they will be paid a wage in line with the national minimum wage;
 - c) spends a large proportion of their apprenticeship developing the skills of the job;
 - d) will be released to spend time completing off-the-job training which takes place in the apprentice's normal (paid for) working hours; including completing learning activities as a minimum every month;
 - e) spends at least 50% of their working hours in England over the duration of the apprenticeship;
 - f) has a job role (or roles) within the organisation that has a productive purpose and has a direct link to the apprenticeship standards that provides the opportunity for the apprentice to gain the Knowledge, Skills and Behaviours needed to achieve the apprenticeship;
 - g) receives the appropriate support and supervision from within the organisation to carry out their job role and the apprenticeship (including the End Point Assessment), including the opportunity to embed and consolidate the knowledge, skills and behaviours gained through the apprenticeship off the job training into the workplace; this includes flexible working and where the apprentice is working from home; and
 - h) is on the PAYE scheme and is declared in the apprenticeship service account; and that the training plan aligns with an approved apprenticeship standard and at the most appropriate level
- 14) provide each apprentice with the following support:
 - a) ensure the job allows the apprentice to gain the wider employment experience required by the Apprenticeship Standard;
 - b) provide the apprentice paid time to attend off-the-job training and complete the apprenticeship including any additional English and Maths in working hours;
 - c) support apprentices with learning difficulties and/or disabilities;
 - d) time to support reviews between BPP, the apprentice and the employer [and/or Line Manager] to monitor and assess the apprentice's progress;
 - e) provide facilities, training and work place opportunities to enable the apprentice to achieve the requirements set out in the Learning Plan; and
 - f) provide apprentice with opportunities to practice/apply new skills in the work environment in a productive job role.

2.2 The employer must immediately notify BPP of any change to circumstance that may affect the ESFA funding that can be claimed or the apprentice's ability to complete the apprenticeship as originally intended, including changes:

- 1) in the apprentice's job role or employment status;
- 2) in the apprentice's circumstances leading to a break in learning; and/or
- 3) where the apprentice leaves the apprenticeship before completion.

2.3 The employer acknowledges and agrees that (and shall procure that the apprentice acknowledges and agrees that):

- 1) this is the most appropriate learning programme for the apprentice and that the apprenticeship is either a new job role, or an existing job role, where the individual needs significant new knowledge and skills;
- 2) participation in the Programme or Course will not automatically result in a BPP University Award or Apprenticeship Standard completion and that the achievement of a BPP University Award or Apprenticeship Standard is based on the apprentice's successful completion and passing of the examinations and assessments relating to the Programme, Apprenticeship Training and/or Apprenticeship Standard (as applicable); and
- 3) apprentices shall be subject to the Terms and Conditions and, in relation to apprentices studying on a University Programme, the relevant Academic Regulations. No BPP group company shall have any liability to the employer or any group company of the employer in respect of actions taken against any apprentice who does not comply with such Terms and Conditions and/or Academic Regulations (as applicable).

3. BPP's responsibilities

3.1 BPP agrees to: Check the eligibility of the apprentice, including that;

- 1) the apprentice has the correct eligible residency status as per the ESFA Apprenticeship Funding Rules;
- 2) they spend 50% of their working time in England;
- 3) they are not undertaking another apprenticeship or will benefit from DFE funding during their apprenticeship including student loans; and
- 4) they have not been asked to financially contribute towards the apprenticeship.

3.2 Conduct the following checks with the employer:

- 1) the employer has a contract of service with the apprentice which is long enough to complete the apprenticeship including the End Point Assessment;
- 2) the apprentice is paying the apprentice a lawful wage;
- 3) the employer has agreed that the apprenticeship is the most appropriate, and acknowledges that the apprentice requires off-the-job training in working hours over the apprenticeship duration, including maths and/or English (if applicable);
- 4) the employer has agreed that the apprentice job role has a productive purpose and that there is a direct link between the job role and the chosen apprenticeship; and
- 5) the employer will give the apprentice appropriate support, supervision and the opportunity to embed and consolidate the knowledge, skills and behaviours gained through off the job training into the workplace.
- 6) the apprentice has a separate identifiable line manager to undertake the role of the 'employer'

3.3 BPP agrees to:

- 1) devise a learning plan, taking into account and prior learning and/or experience, including detailing out how the apprenticeship will be delivered, achieved, the number of off the job hours required and how all parties will work together;
- 2) negotiate a price with the employer that takes into account prior learning;
- 3) provide the apprentice with the support, guidance and resources required to facilitate completion of the apprenticeship;
- 4) create and update an ILR for the apprentice;
- 5) Complete regular progress reviews with the apprentice and the employer to discuss the apprentice's progress, attendance, exam results;
- 6) ensure the apprentice has the training and material required to facilitate success on the apprenticeship;
- 7) provide the apprentice with a unique learner number (ULN), and provide information to assessment organisations where required;
- 8) ensure the apprentice's file/evidence pack contains evidence to support the funding claimed and is available to the ESFA;
- 9) receive Additional Payments from the ESFA on behalf of the employer, and pass to the employer as agreed in accordance with the Funding Rules;
- 10) agree a payment schedule where co-investment is implemented with the employer covering the training, assessment and End Point Assessment;
- 11) treat others with respect and dignity, irrespective of their age, (dis)ability, gender, marital status, race, religion or belief, maternity or paternity, sex or sexual orientation;
- 12) monitor off-the-job training and keep Line Manager up-to-date on progress;
- 13) assess and support individuals with learning difficulties;
- 14) assess and support individuals with Maths and English Functional skills if required;
- 15) register apprentices with relevant awarding bodies for professional exams and assessment organisations where applicable and provide it to third parties as per privacy notices;
- 16) contract with the selected End Point Assessment Organisation;
- 17) pass on apprenticeship funding to any subcontractors (agreed with the employer) and to the End Point Assessment organisation;
- 18) manage and oversee the delivery provided by subcontractors if applicable;
- 19) ensure the quality of delivery through regular observation of teaching and learning and apprentices/employer feedback;
- 20) agree with the apprentice and employer, when learning is completed, and the apprentice is ready to undertake the End Point Assessment;
- 21) update training plan in consultation with the employer and apprentice as and when required; and
- 22) seek to resolve any complaints brought by the apprentice/employer.
- 23) provide an apprenticeship induction

4. Apprenticeship funding

4.1 The parties agree that funds from the employer's digital account or Government Employer co-investment can only be used for activity directly related to the apprenticeship (as set out in the Funding Rules), including:

Initial assessment

- 1) Initial assessment to confirm learner and programme eligibility;
- 2) Administration related to the subsequent enrolment (onboarding) of the apprentice.

Off-the-job training

- 1) Off the job training, including courses, online and blended learning;
- 2) Relevant tutor costs (i.e., salary, on-costs, travel, and subsistence claims);
- 3) Travel and subsistence costs must directly relate to apprenticeship delivery;
- 4) Delivery location costs (i.e. room hire or a proportionate contribution to the facilities and overheads), that enable the delivery of off-the-job training to take place;
- 5) Learning materials used in the delivery of the apprenticeship;
- 6) Training associated with a mandatory qualification, plus any peripheral costs such as registration, on-programme assessment, examination, and certification;
- 7) Relevant training associated with a non-mandatory qualification, where there is a clear overlap between the qualification and the knowledge, skills and behaviours needed for the apprenticeship; excluding costs such as registration, on-programme assessment, examination, and certification;
- 8) Costs of an employer supporting or mentoring an apprentice, where this is required by the standard and part of the agreed training plan). Where the delivery of knowledge, skills and behaviours directly linked to the apprenticeship;
- 9) Additional learning required to resit an exam linked to either a mandatory qualification or an end-point assessment;
- 10) Costs of an apprentice taking part in any skills competition if the employer and main provider have agreed that participation in the competition directly contributes to helping that individual achieve the apprenticeship.

Materials and consumables

- 1) Physical materials (non-capital items) used in the delivery of the apprenticeship. These items would not normally have a lifespan beyond the individual apprenticeship being funded; Peripheral costs including assessment
- 2) Peripheral costs including assessment
- 3) Progress reviews involving the main provider, employer, and apprentice to discuss progress to date;
- 4) Peripheral costs associated with a mandatory qualification. These include registration, formative (ongoing) assessment costs, examination, and certification costs, plus the cost of one re-sit (per qualification) where needed.

Programme governance, management, and administration

- 1) Programme governance, management and administration directly linked to training and assessment, including the end-point assessment.

4.2 The parties agree that funds for the employer's digital account or Government employer co-investment cannot be used for the following (as set out in the funding rules)

Specific services not related to the delivery and administration of the apprenticeship (typical 'provider' costs)

- 1) Lead generation activities (learner and employer recruitment) including:
 - o the costs associated with marketing and promotion activities
 - o the use of brokers, levy consultants, internal sales teams or external referral services to source employer or learner leads
 - o the costs of memberships or other costs paid to employers, or their representatives, associated with procurement registers or opportunities to secure business
 - o first-contact activity / light touch pre-screening activity that may take place prior to a full initial assessment. Information, advice, and guidance delivery to individuals not suitable for an apprenticeship.
- 2) The recruitment (including DBS checks) and continuing professional development of provider staff involved in apprenticeships;
- 3) Development of original teaching materials related to the delivery of a new apprenticeship offer. By this we mean the first time a provider chooses to deliver a new apprenticeship standard;
- 4) Main provider (or subcontractor) induction activities, which may include outlining behaviour expectations and issuing the apprentice with any workbooks, contact details, logins, and passwords;
- 5) Student support services, graduation ceremonies and celebration events;
- 6) Business costs (e.g., insurance, rent / rates, utilities, building maintenance, phone systems), cost of non-apprenticeship delivery staff (e.g., finance, HR, procurement), library services;

Specific services not related to the delivery and administration of the apprenticeship (typical 'employer' costs)

- 1) Employee expenses and benefits including:
 - o apprentice wages
 - o travel and subsistence costs for apprentices under any circumstances (including travel to off-the-job training)
 - o all accommodation costs including outward-bound activities and where the apprentice is resident away from their home base, because of the requirements of their day-to-day work or because this is convenient for the employer or main provider (or subcontractor)

- 2) The recruitment (including DBS checks) and continuing professional development of employer staff involved in apprenticeships;
- 3) Employer induction activities for the apprentice;
- 4) Flexi-job apprenticeship agency fees;
- 5) Student membership fees that are required by professional bodies, even where linked to a mandatory qualification;
- 6) Any fees to awarding bodies for non-mandatory qualifications (qualifications that are not specifically listed in the standard) this includes registration, examination, certification, and re-sit costs;
- 7) Re-sit costs for a mandatory qualification, beyond the first re-sit (which is fundable);
- 8) Any training, optional modules, educational trips, or trips to professional events in excess of those required to pass the end-point assessment and achieve the apprenticeship;
- 9) Time spent by employees / managers supporting or mentoring apprentices, where this is not delivering training required as part of the apprenticeship (e.g., generic line management responsibilities);
- 10) The creation of line manager resources.

End-point assessment costs incurred by the main provider, including invigilation.

- 1) All costs related to the end-point assessment (except for the administration of arranging the assessment) must be included in the price negotiated between the employer and the end-point assessment organisation;
- 2) Repeating the same regulated qualification where the apprentice has previously achieved it;
- 3) Mock testing (relating to the end-point assessment)

Capital

- 1) Capital purchases including lease agreements, ICT equipment, maintenance of capital purchases and depreciation.

Financial Inducements

- 1) Financial inducements, or any other payment not authorised by ESFA, must not be paid to an apprentice, employer, another training provider or to an end-point assessment organisation in relation to any part of the apprenticeship. This includes bonus payments to apprentices or employers for starting or completing an apprenticeship. Where an employer tenders for apprenticeship provision, training extras in excess of the apprenticeship requirements must not be included in the price

5. Contact and complaints procedure

5.1 For all apprenticeship enquiries, support and guidance, the apprentice and/or employer should contact BPP in the first instance.

5.2 Where the employer or the apprentice has an enquiry or complaint in connection with the apprenticeship which cannot be resolved through BPP, the employer or apprentice can contact the ESFA Apprenticeship helpline as follows: Telephone: 08000 150 600 or email helpdesk@manage-apprenticeships.service.gov.uk

Any defined terms used in this Training Plan that are not defined in the body of this Training Plan shall have the same meaning as the defined terms in the 'Provision of Apprenticeship Education and Training Services' Agreement, between the Training Provider and Employer.

Key terms

"ILR" means the individual learner record.

"BPP" means [BPP University Limited and/or BPP Actuarial Education Limited and/or BPP Professional Education Limited].

"ESFA" means the Education and Skills Funding Agency.

Education and Training is funded from the employer's digital account or government-employer co-investment.

Functional skills where applicable are funded by the ESFA.

Signatories

The following users have hereby agreed to comply with the obligations set out in this document, have confirmed that the information provided is true and valid at the date of agreeing. They have confirmed they discussed with BPP the contents and detail of this document including the knowledge, skills and behaviours skill scan and were satisfied with the arrangements as set out.

You confirm that you have discussed with BPP the contents and details of this document, including the initial assessment including learner eligibility (which covers age and the right to work in England), programme eligibility including reviewing prior learning, exemptions, experience, off the job training requirements and apprenticeship duration as detailed in the application.

Apprentice

Apprentice Horea Lazar

Date this was agreed 22/04/2024

Employment

Please confirm that this is the most appropriate learning programme and that it is either:

A new role

✓ The applicant has been in this role for 9+ months, but more training is needed

By agreeing to this training plan it was agreed;

- 1) the employer is aware and will allow the apprentice to complete their apprenticeship within their working hours; and
- 2) the apprentice will spend time completing off-the-job training which takes place in the apprentice's normal working hours. Where an employer has refused to release their apprentice for off-the-job training or provide evidence of the same, we as the Provider must report this to the ESFA; and
- 3) to pay the apprentice at least a wage consistent with the law for the time they are in work and in off-the-job training

Employer representative Augis Kazlauskas

Date this was agreed 29/04/2024

By signing, you hereby agree to comply with your obligations set out in this training plan, confirm that the information provided is true and valid at the date of signing. You confirm that you have discussed with BPP the contents and detail of this training plan and you are satisfied with the arrangements as set out.

FJAA (Flex-Job Apprenticeship Agency)

FJAA representative's name

FJAA representative's signature

Date this was agreed

BPP

Evidence provided has been checked for eligibility to ensure that the apprenticeship will lead to substantive new skills and that the learning is materially different where the apprenticeship is the same level as, or lower level than, prior qualifications. The apprentice has been in this role for nine (9) months or more and from reviewing the Apprenticeship Standard, significant training, knowledge and skills are needed. By completing this apprenticeship it will help them achieve these and enable them to develop in their role.

BPP representative Kenny Cao

Date this was agreed 15/08/2024



Apprenticeship Agreement

The purpose of the Apprenticeship Agreement is to:

- 1) confirm the qualifying Apprenticeship Standard that the apprentice is following;
- 2) dates during which the apprenticeship is expected to take place and
- 3) the amount of off-the-job training to be received.

The Apprenticeship Agreement is a statutory requirement for the employment of an apprentice in connection with a recognised Apprenticeship Standard. It forms part of the individual employment arrangements between the apprentice and the employer; it is a contract of service (i.e., a contract of employment) and not a contract of apprenticeship. The Apprenticeship Agreement is governed by English law, incorporated into and does not replace the written statement of particulars issued to the apprentice in accordance with the requirements of the Employment Rights Act 1996.

Apprenticeship particulars

Apprentice name ("apprentice")	Horea Lazar
Employer	ABM Facility
Apprenticeship name, level, route ("apprenticeship")	Level 5 Data Engineer, BCS, The Chartered Institute for IT (EPAO)
Amount of time the apprentice will spend in off-the-job training	359
Apprenticeship start date	18/09/2024
Start date of practical period	18/09/2024
Duration of practical period	466 days
Estimated completion of apprenticeship	18/04/2026
Estimated end date of practical period	27/12/2025

Practical period = The practical period is the period for which an apprentice is expected to work and receive training under an approved English Apprenticeship Agreement. The practical period does not include the End Point Assessment.

Signatories

Apprentice	Horea Lazar
Date this was agreed	22/04/2024
Employer representative	Augis Kazlauskas
Date this was agreed	29/04/2024
FJAA employer name (if applicable)	
Signature	
Date	