

Version 7 (January 2022)



# Apprenticeship Agreement

An apprenticeship is a job with training. Through an apprenticeship, an apprentice will gain the technical knowledge, practical experience and wider skills and behaviours that they need for their immediate job and future career.

The apprentice must be engaged by an employer in a job with a productive purpose and appropriate support to complete their apprenticeship, for at least as long as required for the apprentice to complete the apprenticeship successfully (including the end-point assessment).

In signing this agreement the employer and apprentice confirm that the apprenticeship is valid and appropriate as per the above definition and that a contract of service has been issued of at least the duration of the apprenticeship programme, including the end point assessment.

**Apprentice Name: Syed Javedhussain**

**Employer: Visa Europe LTD**

**Job Role: Data Engineer**

**Workplace Address: Visa Europe, 1 Sheldon Square, London**

## The Apprenticeship (Learning)

**Apprenticeship Standard & level: Research Scientist, Level: 7**

**Programme Start date: 24/01/2022**

**Practical period Start Date: 24/01/2022**

**Expected End of Practical Period: 8/01/2024**

**Expected Completion date (including EPA): 8/04/2024**

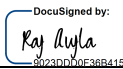

**Off the Job Training** is training toward new skills against the requirements of the apprenticeship standard, delivered within the Apprentice's normal paid working hours (excluding overtime).

The minimum OTJ requirement is calculated as (weekly working hours) x [52-(statutory annual leave weeks)] over 52 weeks multiplied by number of weeks in PPP x20%

Contracted Hours	40
Planned Practical Period in Weeks	102
Minimum 20% Off the Job Hours	728
Planned Off the Job Delivery Hours	779

Where apprentice employment details change during the programme, e.g. a change of working hours, a new role, the Apprenticeship Agreement must be updated. Please contact the Apprenticeship Administrators to discuss in this case.

## Signatories

Employer Signature:	 <small>DocuSigned by: Raj Aujla 802ADDD0E36B415</small>	Date 19 January 2022   13:54 GMT
Employer Print Name:	Raj Aujla	
Apprentice Signature:	 <small>DocuSigned by: Syed Javedhussain D3F0C5FB809D420</small>	Date 18 January 2022   17:06 GMT

**The Apprenticeship Agreement should be signed after you have reviewed and agreed the Commitment Statement and prior to the start of the Apprenticeship Programme. If you have any questions regarding the content of this form which are not addressed by the attached ESFA guidance, please contact [admin.apprenticeships@exeter.ac.uk](mailto:admin.apprenticeships@exeter.ac.uk).**

### **Notes from the ESFA: What is an Apprenticeship Agreement?**

An apprenticeship agreement must be in place at the start of the apprenticeship.

The purpose of the apprenticeship agreement is to identify:

- the apprenticeship standard connected to the apprenticeship;
- the dates during which the apprenticeship is expected to take place; and
- the amount of off the job training that the apprentice is to receive.

Before completing the template, please see the notes and references provided on the following two pages.

#### **1. The apprenticeship agreement**

The apprenticeship agreement is a statutory requirement for the employment of an apprentice in connection with an approved 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. If all the requirements of section 1 of the Employment Rights Act 1996 are complied with, the apprenticeship agreement can also serve as the written statement of particulars of employment. You are not required to use this template, but the requirements of the legislation as described below must be met when you form your apprenticeship agreement.

#### **2. Why an apprenticeship agreement is required**

The Apprenticeships, Skills, Children and Learning Act 2009 (ASCLA) introduced the requirement for an apprenticeship agreement to be in place when engaging an apprentice under a statutory apprenticeship. The requirements for an apprenticeship agreement can be found in section A1 of ASCLA and the Apprenticeships (Miscellaneous Provisions) Regulations 2017.

#### **3. When the apprenticeship agreement must be in place**

An apprenticeship agreement must be in place when an individual starts a statutory apprenticeship programme and should remain in place throughout the apprenticeship. The end date is when the end-point assessment is due to be completed.

#### **4. The '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. For the purpose of meeting the Education and Skills Funding Agency funding requirements, the practical period start date set out in the apprenticeship agreement must match the practical period start date in the commitment statement and the start date in the Individual Learner Record.

#### **5. In certain circumstances, an apprenticeship can be completed without an apprenticeship agreement being in place**

To commence a statutory apprenticeship (when an individual starts their apprenticeship programme) it is a legal requirement that an apprenticeship agreement be in place. The two circumstances in which an apprentice can complete a statutory apprenticeship without an apprenticeship agreement are where (i) they are holding office as an apprentice police constable, or as an apprentice minister of a religious organisation; or (ii) where they have been made redundant with less than six months of their apprenticeship's practical period left to run (see regulation 6 of the Apprenticeships (Miscellaneous Provisions) Regulations 2017).

#### **6. Who needs to sign the apprenticeship agreement?**

The employer and the apprentice need to sign the agreement – it is an agreement between these two parties only. Training providers sign a separate commitment statement which outlines the planned content and schedule for training, what is expected of and offered by the employer, provider and the apprentice, and how to resolve queries or complaints.

#### 7. What you need to do with the signed agreement

You (the employer) must keep the agreement for the duration of the apprenticeship and give a copy to the apprentice and the training provider.

#### 8. Information needed in an apprenticeship agreement

The apprenticeship agreement must comply with the requirements as provided in ASCLA. It must:

- provide for the apprentice to work for the employer for reward in an occupation for which a standard has been published by the Institute for Apprenticeships and Technical Education;
- provide for the apprentice to receive training in order to assist the apprentice to achieve the standard in the work done under the agreement;
- specify the apprenticeship's practical period; and
- specify the amount of off-the-job training the apprentice is to receive.

#### 9. Specifying the amount of off-the-job training

This is a requirement of the Apprenticeships (Miscellaneous Provisions) Regulations 2017. Off-the-job training is a critical requirement of apprenticeships and, in order to meet the Education and Skills Funding Agency's funding rules, this must be at least 20% of the apprentice's normal working hours over the total duration of the apprenticeship (until gateway). Off-the-job training can only be received by an apprentice during their normal working hours. Maths and English, up to and including level 2, does not count towards the minimum 20% off-the-job training requirement. The amount of off-the-job training should be agreed with the main provider. The provider must account for relevant prior learning the apprentice has received and reduce the content and duration of off-the-job training as necessary to achieve occupational competence. All apprenticeships must be of minimum duration of 12 months and include at least 20% off-the-job training.

#### 10. Off-the-job training definition

Off-the-job training is defined as training which is received by the apprentice, during the apprentice's normal working hours, for the purpose of achieving the standard connected to the apprenticeship. It is not on the job training received by the apprentice for the sole purpose of enabling the apprentice to perform the work to which the apprenticeship agreement relates. More information, including examples of off-the-job training, can be found on [gov.uk](http://gov.uk).

#### 11. The apprenticeship agreement does not mean a change to existing contracts or terms and conditions

Any apprenticeship entered into before 15 January 2018 (the date the Apprenticeships (Miscellaneous Provisions) Regulations 2017 came into force) will not be affected by the additional requirements that must be set out in an apprenticeship agreement. Any apprenticeship entered into after 15 January 2018 in connection with an apprenticeship standard must satisfy the requirements of the 2017 Regulations



# Apprenticeship Commitment Statement

This Commitment Statement sets out how the University, the Employer and the Apprentice will together support the successful attainment of the apprenticeship. The information set out in this document forms part of the evidence pack required for every apprentice and must be signed and retained by the Employer, the Apprentice and the University. The content of this document is also intended to form the basis of regular reviews between all three parties to track progress and review the ongoing support and commitment needed during the lifetime of the apprenticeship. Any changes to the apprenticeship must be agreed and recorded in an updated commitment statement with signed copies distributed to all parties.

PARTIES	
University of Exeter ( <b>University</b> )	College of Engineering, Mathematics and Physical Sciences
Visa Europe LTD ( <b>Employer</b> )	<i>Employer Head office address</i> Visa Europe, 1 Sheldon Square, London W2 6TT
Syed Javedhussain ( <b>Apprentice</b> )	<i>Apprentice Work address</i> Visa Europe, 1 Sheldon Square, London W2 6TT

## PROGRAMME SUMMARY

**Apprenticeship Standard & level:** Research Scientist, Level: 7

**Programme Start date:** 24/01/2022

**Practical period Start Date:** 24/01/2022

**Expected End of Practical Period:** 08/01/2024

**Expected Completion date (including EPA):** 08/04/2024

## APPRENTICESHIP PRICE

The maximum funding for the programme is £18000 spent as detailed in the contract between the Employer and the University. As per the below delivery plan, the total price for this apprenticeship is £18000.

The Apprentice cannot and will not be asked to make a financial contribution towards the cost of their programme. This will be paid through the Employer's Apprenticeship Service account. It is the employer's responsibility to fully register the apprenticeship on their Apprenticeship Service and to update these details in a timely manner as required. Where the employer pays the apprenticeship levy, the apprenticeship will be paid for through levy funds, with the employer responsible for 5% of the monthly shortfall if the levy is insufficient to fund the month. Where the employer does not pay the apprenticeship levy, they must reserve funding through their Apprenticeship Service account and will be invoiced for the 5% employer contribution as agreed between the employer and the university.

## PROGRAMME DELIVERY

The University will deliver the Programme via a combination of face-to-face teaching, work-based learning and distance learning. This will align with the apprentice's job role and area of specialism. The module timetable, module descriptors, learning outcomes and assessment timetable will be as published from time to time by the University on its website. Assessment dates and further details will be made available to the Apprentice during the course of the Programme.

## ASSESSMENT

The University will oversee all assessment of work produced by the Apprentice during the Programme. The Apprentice will submit the work to the University in accordance with the required deadlines and criteria as notified to the Apprentice by the University for the Programme.

The Apprentice will be assessed in accordance with University regulations that govern teaching and assessment <https://as.exeter.ac.uk/academic-policy-standards/tqa-manual/taughtstudent/>

## THE END POINT ASSESSMENT

The End Point Assessment for this Apprenticeship will be conducted by DSW, an approved provider registered on the RoEPAO for this standard.

## INITIAL NEEDS ANALYSIS

Following a review of the INA and application documents, the Programme Director recommends 100% of the programme is completed.

## LEARNING DELIVERY

The University will structure its delivery into modules. Each module will be delivered using a blend of the above components. These will be delivered in accordance with the above assessment policy to award University credit towards the MSc. The module structure is outlined below but the University reserves the right to amend modules and delivery order. The “planned practical period” for the programme is 102 weeks.

### January 2022 start

	Term 2	Term 3	Term 1
	Jan - April	April - Sept	Sept - Jan
<b>Year One: Level 7 Research Scientist / Pg Dip</b>	Introduction to Data Science (15 Credits)	Fundamentals of Data Science (15 Credits)	Learning from Data (15 Credits)
	Professional Practice 1 (15 Credits)		
<b>Year Two: Level 7 Research Scientist / Pg Dip</b>	Data in Business and Society (15 Credits)	Option Module* (15 Credits)	Work Based Project (15 Credits)
	Professional Practice 2 (15 Credits)		
<b>Year Three: MSc Data Science (Professional)</b>	End Point Assessment (0 Credits)	MSc Data Science Research Project (60 Credits)	

\*Option modules available may alter. Current option modules include: Machine Learning, Statistical Modelling, Social Networks and Text Analysis; and Machine Vision. Please note, each option module will require a minimum of 10 people for it to run.

## OFF THE JOB TRAINING (OTJ)

Apprenticeship funding regulations require all apprentices on government funded programmes to be given *at least* 20% of their working time to work toward their apprenticeship programme.

The Employer commits to enabling the apprentice to undertake off the job training during their normal working hours, of at least the number of hours equivalent to 20% of their weekly working hours, in addition to English and Maths training if required. Where possible, this time will be allocated in a block as agreed between the Apprentice and the Employer.

The apprentices' typical working hours are as detailed in their OneFile portfolio and schedules across a five-day working week.

The Employer agrees to notify the University where there is a sustained change in such working hours.

### THE CALCULATION OF THE MINIMUM “OFF THE JOB” TRAINING HOURS IS AS FOLLOWS:

- Contracted hours per week divided by 5 = 20% per week requirement
- 20% per week requirement multiplied by (52 minus statutory annual leave weeks [46.4]) = 20% OTJ hours per year
- 20% OTJ hours per year divided by 52 = 20% OTJ hours per week for the year

- 20% OTJ hours per week for the year multiplied by Planned Practical Period in weeks (45) = Total OTJ hours for the course

The following table gives further information on the 'off the job' calculation and it clarifies how many 'off the job' hours the Apprentice will be required to undertake over the duration of their time as an apprentice.

Data Science	Indicative composition of Off The Job hours (OTJ)
Contracted Hrs per week	40
20% per week	8
Less Statutory A/L Days	28
= Statutory A/L Wks	5.6
Weeks/yr for OTJ training Calculation	46.4
= Hours/Year	371.2
= hrs/Month over 12 months	30.93
=hrs/Week over 52 weeks	7.14
Planned Practical Period (PPP) in weeks	102
Total OTJ Hrs for the course	728

#### THE OFF THE JOB TRAINING HOURS ARE PLANNED AGAINST THE PROGRAMME DELIVERY AS FOLLOWS:

The below outlines how the 20% 'off the job' (OTJ) training is achieved for the apprenticeship programme. Please note that the total hours achieved via the noted activities will give apprentices slightly more OTJ hours than the minimum requirement. This provides a safety net over the programme duration and ensures that the apprenticeship is compliant with Government ESFA funding regulations:

Activity	Taught (hrs) Split over teaching blocks and distance learning days (OTJ):	Required Guided independent Study Split over all activities (OTJ)	Recommended Guided Independent Study (hrs) split over all activities and personal time:	Module total
Year 1 Term 2 (Jan - March)				
Introduction to Data Science	40	61	49	150
Year 1 Term 3 (April - June)				
Fundamentals of Data Science	40	61	49	150
Year 1 Term 1 (Sep - Dec)				
Learning from Data	40	61	49	150
Professional Practice 1 (Duration of year 1)	36	63	51	150
Year 2 Term 2 (Jan - March)				
Data in Business and Society	40	61	49	150
Year 2 Term 3 (April - June)				
Option Module	40	61	49	150
Year 2 Term 1 (Sep - Dec)				

Work Based Project	14	75	61	150
Professional Practice 2 (Duration of year 2)	6	80	64	150
	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total hrs</b>
	256	523	421	1200

Each module is split into taught hours which includes masterclasses, lectures and seminars and Guided Study/ work-based study hours spent on guided, independent, group and informational sessions to enhance, contextualise, and practice the learnings.

In order to ensure that all apprentices are allocated their protected 20% off the job time for their study, apprentices will need to document this in their OneFile record. Apprentices may choose to spend additional hours on their learning outside of their paid working hours but this cannot be recorded against the 20% OTJ requirement.

If the apprentice undertakes all of the activities outlined in the table as planned, then the 20% minimum off the job requirement will be met. In addition to the activities included in the table above, there are various workplace activities which count towards the off the job component of the programme which apprentices should also log on OneFile. These include:

- training courses organised at work (relevant to the Knowledge, Skills and Behaviours of the standard)
- shadowing in order to gain new learning relevant to the Knowledge, Skills and Behaviours of the standard
- additional study time for preparing assignments

## APPRENTICESHIP COSTINGS

Exeter		
Academic Development Costs	1,269	7%
Academic Delivery Costs	6,351	35%
Tripartite Costs	818	5%
Leadership Costs	720	4%
Professional Services Costs (Pay)	1,440	8%
EPA	3,600	20%
Materials/online development Costs	140	1%
Travel (academic/academic mentors) and Hotel Costs	82	0%
Library (£ library cost/student FTE)	8	0%
Consumables (£ cost/student FTE)	468	3%
Management and Admin (Non pay)	3,104	17%
Total	18,000	100%

Component	Funded by	Contribution to 20% off the job
Apprentice Recruitment	Employer	N/A
Initial Needs Analysis and Apprentice Enrolment	University	N/A

On site lectures, seminars and workshops	Levy contribution	Yes
Travel and Associated costs for above	Employer	N/A
Programme Administration, preparing ILR evidence and/or course materials	Levy Contribution	N/A
English and maths support (where required)	University	N/A
Apprentice access to wellbeing, mentoring, SSLC and other university Guild services	University	N/A
Materials, e.g. software licences for individual apprentices	Levy Contribution	N/A
E-conference lectures, seminars and workshops	Levy Contribution	Yes
Termly Progress reviews	Levy Contribution	N/A
Guided Independent Study, e.g. preparing assignments	Levy Contribution	Yes
End point assessment	Levy Contribution	N/A
Any additional learning support identified as required by the apprentice through formal University channels	University/ESFA	N/A
Work based training towards the KSBs of the Standard	Employer	Yes

## TRIPARTITE REVIEWS

The University mentor and the Employer mentor will support the Apprentice throughout their studies. Both mentors will regularly meet with the Apprentice in order to monitor their progression against the knowledge, skills and behaviours of the standard. These meetings, a minimum of two per academic year, will be arranged in accordance with individual schedules. In addition to these tripartite meetings, each mentor can arrange ad hoc meetings as required.

The University mentor will record details of these meetings, including any agreed actions to support the Apprentice's progress and will distribute these plans, as part of this statement, to all parties. Apprentices will be provided with the contact details for their mentors in good time for the arrangement of the first Tripartite Review Meeting.

## ROLES AND RESPONSIBILITIES

### ***The Employer will:***

Ensure the Apprentice has the right to work in England and spends at least 50% of their working time in England.

Enter into a suitable employment agreement with the Apprentice and pay the Apprentice an appropriate salary at least in line with national minimum wage and in accordance with national legislation.

Have a contract of service with the Apprentice which is at least long enough to complete the apprenticeship successfully, including end-point assessment.

Provide a working environment that meets current health and safety legislation to enable their Apprentice to work and learn safely.



Inform the university, and if required update their Apprenticeship Service Account, as soon as they are made aware of any substantial changes to the Apprentice's employment, e.g. weekly working hours, job role, location or circumstances.

Provide all resources reasonably required to enable the Apprentice to undertake the Programme including:

- Releasing the Apprentice as required to undertake compulsory study sessions (during study day) at the University and via distance learning.
- Give the Apprentice appropriate support and supervision.
- Ensure that the Apprentice catches up on work missed due to absence during working hours, or given time back in lieu where appropriate.
- Pay the cost of any resources required by the Apprentice to enable them to undertake the Programme. Such resources include but are not limited to, suitable IT equipment including a laptop and any specialist software, online subscriptions and any required safety equipment.
- Discuss with the Apprentice expenses related to travel and accommodation, in accordance with Employer policy.

***The University will:***

Check the eligibility of the Apprentice for the Apprenticeship: Where they are working, length of contract and right to work.

Oversee and monitor the quality of the Programme to ensure the content and delivery is in accordance with University regulations and in accordance with national legislation governing such quality assurance.

Oversee and monitor the Apprentice's engagement with the programme.

Register the Apprentice as a student of the University to undertake the programme.

Support the Apprentice to manage their own learning, by ensuring sufficient resources, support, and access to materials.

Enable the Apprentice to benefit from the support and services offered to all taught students studying with the University including but not limited to health and welfare, clubs and societies, IT and library access, and University student card.

***The Apprentice will:***

Complete all assessments and submit all requested forms, reports and paperwork to the University in connection with the Programme within specified deadlines.

Record their 20% off the job time accurately and in a timely manner

Provide all evidence required for the Gateway assessment to the University and/or Employer within specified deadlines.

Comply with all applicable University rules and regulations, policies and procedures which will be notified to the Apprentice upon registration. The University general regulations of study can be found here <http://www.exeter.ac.uk/students/administration/rulesandregulations/ug-pgt/>

Take responsibility for his/her work during the Programme and behave responsibly and treat all persons with appropriate dignity and respect, and not do anything which may bring the University and/or the Employer into disrepute.

Inform the Employer and University of any reason for absence from the Programme and its likely duration as soon as practically possible on the first day of any absence for sickness or other reason, and comply with any self-certification requirements.

Ensure that work missed due to absence is caught up on during working hours.

Provide feedback to the University and/or Employer where reasonably requested, about the Programme. This may be written and/or verbal feedback or attendance of a meeting.

## HEALTH AND SAFETY

In addition to the support outlined above, all parties commit to providing a safe, healthy and supportive learning environment, which meet the needs of the Apprentice.

***The Employer will:***

Provide a working environment that meets current health and safety legislation to enable the Apprentice to work and learn safely, including:

- carrying out an appropriate risk assessment of the activities to be undertaken by the Apprentice in the workplace, and to notify any identified risks and mitigating action to the Apprentice;
- providing the Apprentice with a full and clear induction to their Apprenticeship and the Employer's rules, policies and working practices, including but not limited to health and safety arrangements, a copy of the risk assessment, fire precautions and emergency evacuation arrangements, how to report accidents, incidents and unsafe conditions;
- providing access to safe facilities and equipping the Apprentice with all training, equipment, materials and any safety equipment and clothing that are required for the performance of the Apprenticeship
- Advise with the University in cases of serious accidents or incidents involving the Apprentice.

***The University will:***

Ensure that any of its staff involved in the Programme are properly and sufficiently trained, skilled, competent and informed about all relevant rules, procedures and statutory and regulatory requirements concerning health and safety and safety at work.

***The Apprentice will:***

Abide by all rules, policies and procedures as notified to the Apprentice by the Employer, and to follow all reasonable instructions of their line manager, particularly regarding health and safety requirements, and only use facilities, materials and equipment that are provided specifically for carrying out the Apprenticeship by the Employer.

Comply with the requirements of any risk assessment undertaken by the Employer in relation to their Apprenticeship.

Notify the Employer in advance of any matter which is likely to affect him/her in the undertaking of the Apprenticeship including any special health or medical requirements that may increase the risk of injury or loss to the Apprentice, the Employer or other third parties.

## UNIVERSITY REGULATIONS

The regulations relating to the processes that underpin the quality of learning and teaching at the University are set out in the Teaching Quality Assurance manual on the University website <https://as.exeter.ac.uk/academic-policy-standards/tqa-manual/>

Apprentice withdrawal or interruption of the Programme will be in accordance with University regulations. The Apprentice acknowledges that if he/she withdraws from the Programme, where the Apprentice is solely employed by the Employer to undertake the Programme, such withdrawal may result in the termination of the Apprentice's employment. This will be at the sole discretion of the Employer.

Where an Apprentice takes a break in learning of more than four weeks, such interruption must be approved by the Employer and University and can usually only be for up to one academic year. The Apprentice will cease to be a student of the University during this interruption period. The Apprentice will re-register onto the Programme after such period of interruption, provided that the Programme is still offered at the University. The Apprentice may be required to take additional modules if the Programme has changed substantially since they left.

Where an Apprentice fails the academic part of the Programme, University regulations governing resits of examinations / assessments will apply.

Where an Apprentice breaches the University rules and regulations, that breach will be dealt with as set out in the University rules and regulations (including any exam or assessment misconduct or plagiarism).

## DATA PROTECTION

As registered students of the University of Exeter, your data is processed in accordance with our Privacy notice, which can be accessed here: <https://www.exeter.ac.uk/about/oursite/privacy/students/#a5>

However, as an apprentice, your data will also be processed in the below ways:

In order to properly monitor progress, provide support (academic and pastoral), and assess the Apprentice, the University and the Employer will need to maintain and exchange data in respect of the Apprentice during the course of the Programme; please see your employer's relevant staff/apprentice privacy information for how they will handle your data. Such data may include:

- Personal data as provided by your application form (as defined by current Data Protection Legislation).
- Employment details (start date, job title, weekly working hours)
- Evidence of your 20% off-the-job training (including Masterclass registers, Virtual Learning Environment activity logs, Webinar attendance)
- Reporting on an as needed basis of any exceptionally good or poor performance.
- Your assignment and examination results.
- Breach of University rules and regulations by the Apprentice.
- Instances of relevant misconduct.
- Wellbeing and welfare issues (subject to the Apprentice's consent, and which should only be overridden if there is a lawful basis for doing so and will be decided on a case by case basis).

The University will need to pass the following data to the Employer and the ESFA to enable the funding to be released to cover the Apprentice's tuition fees and any additional payments

- Personal data as provided by your application form (as defined by current Data Protection Legislation).
- Unique Learner( ULN) number
- In addition the following will be passed to the ESFA to enable the funding to be released to cover the Apprentice's tuition fees and any additional payments. The ESFA's privacy policy can be found [here](#).
- Personal Data as specified in the ILR return for the year of programme start
- Programme data as above
- Progression and completion data as above
- Please note, the ESFA may also share certain information with Ofsted (please see further information below)

Ofsted is responsible for inspecting the quality of apprenticeship training provision at all levels and publishing the outcomes of these inspections.

- Due to the extent of Ofsted's powers as an inspector, as defined under the Education and Inspections Act 2006, the University may be required to share any personal data it is responsible as Data Controller for.
- Ofsted sets out details of how it accesses and uses personal data in its privacy notice here (including speaking to apprentices): <https://www.gov.uk/government/publications/ofsted-privacy-notices/further-education-and-skills-ofsted-privacy-notice>

The University will need to pass some or all of the above data, including the additional data highlighted below, to your End Point Assessment Organisation in order for you to complete your apprenticeship programme (insert Privacy notice here if different from above):

- Examination/assessment marks and/or feedback
- ePortfolio (using OneFile)
- Final University transcript and award document (if required as part of your programme's Gateway requirements)
- Evidence of GCSE Level 2 Maths and English attainment
  - Copy of marriage certificate if above qualifications are in your maiden name.

The Employer and the University shall ensure compliance at all times with current Data Protection Legislation, and the Apprentice (as the Data Subject) shall be entitled to exercise his/her rights under such Data Protection Legislation.

As defined by Data Protection Legislation, both the University and the Employer will act as a Data Controller in respect of Personal Data of the Apprentice which it collects; and the University and the Employer will each be a separate Controller for the Personal Data it receives from the other party and where the receiving party is required to act upon such Personal Data to support the Apprentice. The University is the Data Controller for Personal Data of each Apprentice relating specifically to the Apprentice's student status, academic progress and/or any other Personal Data the Apprentice provides to the University in relation to their studies. The Employer is the Data Controller for Personal Data of each Apprentice relating to their employment status and/or any other Personal Data the Apprentice provides to the Employer in relation to their employment status.

**The data is exchanged between the Employer, the University and the above-mentioned organisations in accordance with Data Protection Legislation, solely for the purposes of enabling the Apprentice to undertake the Programme, and to release the funding for the Apprentice's Programme.**

## CONFIDENTIALITY

Apprentices may be asked to enter into separate Non-Disclosure Agreements with the University and/or the Employer to protect Employer information that the Employer deems to be confidential, and to enable the Academic Mentors and examiners at the University to fully support and assess the Apprentice's work on the Programme.

Where an Apprentice has entered into such a Non-Disclosure Agreement, he/she must not discuss the work undertaken for the Programme with any other Apprentice from another employer or third party, who is not directly involved with the Apprentice's Programme unless they are under similar written obligations of confidentiality and are required to have access to the confidential information on a 'need to know' basis.

An Apprentice will be informed how to submit work to the University by the University Mentor and/or via the Apprentice handbook, when the Apprentice is under obligations of confidentiality to the Employer.

The terms and conditions of offer to study at the University to undertake the Programme made by the University are deemed confidential and must not be discussed with other apprentices or third parties.

## INSURANCE AND LIABILITY

The University and the Employer will respectively and individually insure the Apprentice for loss, damage and/or injury caused by or to the Apprentice that arises as the fault of that particular Party whilst the Apprentice is under the employment, supervision and/or guidance of that Party. Such liability is not anticipated to cover wilful misconduct by the Apprentice. In such a case, the Apprentice may find him/herself personally liable.

## COMPLAINTS AND DISPUTE RESOLUTION

Apprentices will be given adequate opportunity to feedback on their programme of study through the University's feedback mechanisms as well as informally. If this is not an appropriate forum for raising an issue or the issue is not solved satisfactorily, the apprentice can use the below complaint procedure.

Where an Apprentice wishes to raise a complaint about any aspect of the Programme, the Apprentice should first discuss the issue with the University mentor at the University and/or employer mentor at the Employer. These persons will seek to resolve the concern by discussing it together and where appropriate may raise it within their institutions. The Apprentice may approach either the University or Employer independently. The mechanism for the Apprentice to raise complaints at the University is set out on the University website via the link below, and will also be made available to the Apprentice upon registration.  
<http://www.exeter.ac.uk/staff/policies/calendar/part1/otherregs/complaints/>

The Apprentice may also raise any matters independently with the ESFA for independent support and guidance relating to the Programme through ESFA Apprenticeship Service Support on 08000 150 600 or [helpdesk@manage-apprenticeships.service.gov.uk](mailto:helpdesk@manage-apprenticeships.service.gov.uk).

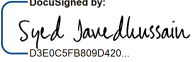

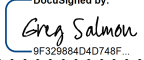
## TERMINATION AND INTERRUPTION

Termination of this Agreement may occur if the Apprentice leaves the Employer or withdraws from the Programme or the Employer fails to provide funds to pay for the programme (including through levy, reservations in the Apprenticeship Service and employer co-investment contribution.)

The Parties will work together in good faith and discuss the options available to enable the Apprentice to continue the Programme if he/she so wishes, or to support the Apprentice to find suitable alternative arrangements.

If an Apprentice wishes to voluntarily interrupt their Programme, he/she must discuss this at the earliest opportunity with their mentors, to ensure that the Apprentice is fully informed of the options available to him/her and the impact of such interruption. Interruption of study at the University may result in normal student support services being withdrawn from the Apprentice and the Apprentice will no longer be a registered student at the University for the period of interruption. The University and the Employer will work closely with the Apprentice when he/she wishes to resume the Programme.

## SIGNATURES

<b>Apprentice signature:</b>  <small>DocuSigned by:</small> <small>D3E0C5F8B809D420...</small> ..... <b>Date:</b> 18 January 2022   17:06 GMT	
<b>Employer Representative signature:</b>  <small>DocuSigned by:</small> <small>8923DD00F388415...</small> ..... <b>Date:</b> 19 January 2022   13:54 GMT	Job Role: Talent Management Partner Print Name: Raj Aujla Main Point of Contact: raj.aujla@visa.com
<b>University Representative signature:</b>  <small>DocuSigned by:</small> <small>0F328884D4D748F...</small> ..... <b>Date:</b> 19 January 2022   12:01 GMT	Job Role: Impact Partnership and Development manager Print Name: Greg Salmon Main point of Contact: Via Admin.apprenticeships@exeter.ac.uk