

THE South West Association of Training Partners Ltd CONTRACT AGREEMENT Draft of 14 March 2011 (additions and changes following meeting on 11 March 2011 are in red)

This is a contract between the South West Association of Training Partners Ltd (described in this agreement as SWATpro) and.....(described in this agreement as the Partner) for the delivery by the Partner of a programme (*or* programmes of) of

Definitions in this agreement:

'Year' means a period beginning.....and ending.....

'Learner' means

Minimum Levels of Performance means...

SLA means the Service Level Agreement between SWATpro and the Partner Skills Funding Agency shall include any successor funding body to the Agency or any other funding body with which SWATpro contracts.

Ofsted (the Office for Standards in Education, Children's Services and Skills) shall include any successor inspection body.

Duration of the agreement:

This agreement covers the period from.....to....

It will be reviewed by the following dates, and may be extended beyond the end date by written agreement of the parties.

Payment terms:

Enter payment dates and terms of payment in table;

Payment is subject to performance of all SWATpro and funding body requirements; further details are in the SLA.

Price (distribution of income)

Enter details of management fee and any specifics on costs.

You might want to state:

The Partner is responsible for all costs of programme delivery as specified in the SLA

Fees and employer contributions

Fees and employer contributions are to be collected by and retained by the Partner, which must account for them as requested by SWATpro.

Compliance with Funding Body

SWATpro and the Partner must comply with the(*enter name of funding body*) requirements. The Partner agrees to take all steps necessary to comply with these requirements and to provide SWATpro with information which permits SWATpro to meet its obligations.

Records and information

The Partner agrees to keep the following records...*list...*for a period offrom their completion, and to grant SWATpro access to these records when requested. The

following shall be supplied to SWATpro according to the schedule below:

Document	To be supplied by (enter date); enter other relevant information, e.g. format for supply/software requirements

Monitoring

Monitoring requirements are specified in the SLA. Specific requirements for this programme (these programmes) are:

Programme(s) Schedule

The Partner agrees to deliver the following programmes on behalf of SWATpro; delivery shall include the following activities:

List

Use an appropriate format to define the programme – probably a table (example from your original SLA)

	CARRY OVER FUNDING	NEW PROVISION	TOTAL FUNDING ALLOCATION
16-18 APPRENTICES			
19 –30 APPRENTICES			
TRAIN TO GAIN			

Learners with additional support needs

The Partner is responsible for identifying and meeting the support needs of learners registered with it; these needs include but are not limited to: literacy, numeracy, physical and learning disabilities. If the Partner is unable to meet learner support needs, it should tell SWATpro at once; SWATpro and the Partner will then seek a solution which best meets the learner's needs.

Health and Safety and Equality of Opportunity

The Partner shall comply with all statutory requirements relating to Health and Safety and Equality of Opportunity, and with all requirements of the funding body. The Partner shall inform SWATpro immediately of any:

- accidents or near-misses involving injury or potential injury to learners
- complaints by learners relating to equality of opportunity
- incidents and complaints relating to safeguarding of young people and vulnerable adults.

The Partner will assist SWATpro in fulfilling its funding and statutory obligations in respect of health and safety and equality of opportunity.

The Partner will indemnify SWATpro fully in respect of any omission or negligence on the part of itself or its agents.

Insurance

The Partner shall maintain all current insurances as required by statute, regulation, or the contract between SWATpro and the funding body.

Confidentiality

Both parties agree to keep the contents of this agreement confidential, except as required by statute, the courts or for audit by the funding body.

Copyright

Copyright of all resources produced by the Partner in the delivery of the programme(s) shall remain with the Partner. Where resources are produced in collaboration with other Partners and/or SWATpro, the specific ownership shall be defined in an agreement between the parties.

Declarations of conflict of interest

The Partner agrees to declare to SWATpro any potential or actual conflicts of interest in the execution of this agreement.

Procedure for varying this agreement

All alterations, additions, deletions or any other variation to this agreement can only be made on the written agreement of both parties to the agreement.

Disputes and conflict resolution

In the event of any dispute over this agreement both parties will attempt to resolve the dispute between themselves. If they fail to resolve the dispute in this way, they will refer the disagreement to the SWATpro Board. If referral to the Board does not lead to a resolution, the parties may seek, by mutual agreement, the intervention of an independent arbitrator or mediator.

Quality Control, Assurance and Improvement

The Partner agrees to comply with the requirements in the SLA, and to cooperate fully and in a timely manner with all requests from SWATpro relating to external inspection of the provision by Ofsted, an Awarding Body, or other regulatory body.

The parties agree the following quality improvement actions in relation to the programme(s):

Specify if appropriate

Termination

This agreement terminates on *insert date (programme completion)*.

It may be terminated by either party by either party giving the other party.....notice in writing.

Either party reserves the right to terminate the agreement forthwith if the other party is declared bankrupt or enters into an agreement with its creditors. *This may require further legal wording to cover what happens to the programme and payments in such circumstance. For example:* If the Partner is unable to fulfil its obligations under the agreement by reason of bankruptcy or insolvency, SWATpro reserves the right to engage another provider to complete the programme(s) and to recover costs incurred from the Partner.

Entire Agreement

This agreement supersedes all other agreements between the parties for the delivery of the programme(s) specified above whether made orally or in writing.

Assignments and Subcontracting

This agreement shall be binding on the *insert name of Partner* and their respective successors and assigns.

The Partner shall not be entitled to subcontract or assign this agreement or any of its rights and obligations under it except as permitted in this agreement or as agreed in writing by SWATpro after signing of the agreement.

Waiver of rights

No exercise or failure to exercise or delay by either party in exercising any right, power or remedy under this agreement shall constitute a waiver by that party of any such other right, power or remedy.

Costs

Each party shall bear its own costs in connection with the preparation and execution of this agreement.

Relevant jurisdiction

This agreement is governed by the law of England

Force Majeure

Neither party shall be liable for failure or delay in performing its obligations under this agreement if such failure results from national war, emergency regulation or any other circumstances beyond the party's reasonable control.

Signatories

Employees or officers of the parties who are authorised to enter into such agreements on their behalf must sign this contract.

Signature Name in full Designation Date

Signed byfor and on
behalf of..... (Partner)

Signed by SWATPro
for and on behalf of
SWATpro

DRAFT