Medr

Y Comisiwn Addysg Drydyddol ac Ymchwil
Commission for Tertiary Education and Research

Apprenticeship Commissioning Programme Wales Framework

Programme specification and guidance: V9.1
September 2026

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Version 9.1: Amendments

Relevant Section	Summary of Amendment
Section B: Essential Requirements	B128vii, B129, B132i, B135iv – Wording revised to clarify that this suspension type applies where the learner remains in employment and continues to work while learning activities are temporarily suspended.

Version 9: Amendments

Relevant Section	Summary of Amendment
Introduction	A7,A8 - Updated paragraph to reflect the current position in 2026/27 and remove outdated references to future years
Section B: Essential Requirements	B70 - amendment to B70 as per Ref 2526-Medr-DI&P-ACP-006 – approval of alternative assessment tool no longer required **ALN** B96a - New standalone clause added to make existing ALN support expectations more explicit and improve visibility of requirements with updated statutory guidance link **Suspensions** B125i – Added requirement for evidence of learner agreement to suspension B128vii – Added “Other, while in workplace” as a suspension reason B129 – Minor wording changes B129A – renumbered to B130 B130 – B130 from V8 removed, and B129A renumbered to B130 B132 – Clarified maximum suspension periods and approval requirements B134 – Introduced a proportionate suspension review approach, replacing the previous four-weekly review requirement with illustrative examples B135 – Clarified the requirements for extension requests
Section D: Funding and Support Guidance	D109 – Dates for the payment and claim schedule for ALS and EIS claims updated for 2026/27 D133 - Clarified requirements for identifying and evidencing ALN, including recording supporting evidence and any required ALP within the learner plan D178 - D182 – updated guidance on the claim process
Section I: Welsh Language Requirements	I5. Added reference to the Welsh Language and Education (Wales) Act 2025 to reflect that the Cymraeg 2050 target is now underpinned by legislation I7. Added reference to Medr's developing National Plan for the Welsh Language in Tertiary Education.

	I14. - Improved visibility of Welsh-medium learning recording guidance (LA26) by separating guidance hyperlink from the text
Section L: Data and Payment Conditions	L16 – A hyperlink to the 2026/27 Payment Timetable document added
Section N: Personal Data	N4 – Introduced eligibility criteria for alternative information security standards accepted by Medr as per Circular **Ref 2526-Medr-DI&P-ACP-029**
Annex I: Eligibility For Apprenticeships in Wales - Residency Criteria and Evidence Requirements	**Learner Residency Eligibility** – Section revised following legal review. Wording updated for clarity and legal accuracy, practical examples added, and glossary definitions updated as per Residency Criteria and Evidence Requirements Guide August 2026 Canllaw Meini Prawf Preswylio a Gofynion Tystiolaeth Awst 2026

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Apprenticeship Programmes

The purpose of the Apprenticeship Programme is to provide employers with the relevant skilled people to meet the current and future needs of their businesses and the Welsh economy and provides individuals with the skills necessary to embark on successful careers.

The Tertiary Education and Research Act 2022 (the Act) was passed by Senedd on 28 June 2022. The Act established a new body, the Commission for Tertiary Education and Research Wales.

As an outcome of the Act, Medr, Wales's Commission for Tertiary Education and Research, has assumed responsibilities for funding and regulating tertiary education and research from 1 August 2024. This includes further education, higher education, apprenticeships, school sixth forms, adult community learning, and government-funded research and innovation. Therefore any references to the Client in this document refer to Medr as of 1 August 2024.

Section A

Introduction

A1. This Programme Specification, along with all other tender documents (Invitation to Tender, The Apprenticeships Commissioning Programme Framework Agreement, Community Benefits (non-scored), Behavioural Values for Practitioners within Apprenticeship Contractors, Questions and Answers from Market Engagement Event, Market Engagement Event Presentations, Market Engagement Event Transcript, Technical Response Template, Qualification Scoring Methodology, Definition of Regions, Displaced Learner Matrix and Regional Delivery Template) forms part of the Agreement between the Contractor and the Client for the delivery and funding of the Apprenticeships Programme, and sets out certain requirements that must be adhered to by the successful Contractor(s) in the delivery of this programme.

A2. References to qualifications refer to both National Qualification Framework (NQF) and Qualification Credit Framework (QCF) registered qualifications that have been approved for public funding.

The Database of Approved Qualifications for Wales (DAQW) remains the single point of reference for all approved qualifications and any one of these approved qualifications can be included in a relevant programme.

A3. Through the delivery of the Apprenticeship programmes the Contractor must provide integrated programmes of learning, leading to qualifications approved for the purpose of and in accordance with Sections 96 and 99 of the Learning and Skills Act 2000 (as amended) or other qualifications approved by the Client from time to time.

A4. The Contractor must comply with the Learning and Skills Act 2000 (as amended) so far as applicable, the Apprenticeship, Skills, Children and Learning Act 2009 (ASCL Act 2009) and all other relevant statutory obligations, including, but not limited to, those relating to health and safety; equal opportunities and protected characteristics; the relevant national minimum wage; disability discrimination; the Welsh language; data protection; and the protection of children and vulnerable adults.

A5. In addition the Contractor must:

- Take effective measures to ensure the retention and attainment of Learners.
- Promote learning to employers to maximise employer participation and financial contributions to learning.
- Develop and maintain close working relationships, as appropriate, with 14-19 Networks,
- Engage with Career Choices Dewis Gyrfa, Jobcentre Plus and other guidance services to ensure that Learners and employers are able to make well informed choices in line with specific labour market needs.
- Promote the use of e-portfolios.
- Promote and implement its community benefits proposal.
- Work with the relevant Awarding Organisations and Sector Skills Councils/Bodies and Regional Skills Partnerships as necessary; and
- Be able to demonstrate to the Client's satisfaction that they have made best efforts to work with other learning organisations to support the delivery of a broad range of learning opportunities, aligned to the Client's strategic priorities.
- Ensure that all staff, including those employed by Sub-Contractors, are aware of the requirement for all Work Based Learning (WBL) practitioners including trainers,

assessors, learning coaches and mentors to register with the Education Workforce Council, as from April 2017.

A6. Successful Bidders will be offered a Framework Agreement (the "Agreement" and Programme Commission with the Client. The Client reserves the right to amend both the form of the Agreement and/or the form of the Programme Commission prior to signature.

A7. The Agreement commenced on 1 August 2021 and will now run until 31 July 2026, following a one-year extension. There remains an option to further extend the Agreement until 31 July 2027.

Allocations will be made annually and by the award of Programme Commissions to the successful Bidders. The ITT is being issued as part of the light touch regime, the requirements of the Client are dependent on Ministerial priorities, the introduction of the Commission for Tertiary Education, (Medr) Apprenticeships Framework design, economic factors, stability of the learning environment, and duration of learning. These factors will be considered when determining whether to extend the Agreement. Therefore the Agreement will be awarded on the basis of four years plus 1 plus 1 subject to formal approval by the Client, and will also include an option to award an additional 12 months' Programme Commission prior to the expiry of the Agreement.

Agreement Start date: 1 August 2021.

Length of Agreement:

4 years (with the option to extend for up to two years on a 1 year plus 1 year basis).

Agreement End Date:

31 July 2027 (following the exercise of the final permitted extension period).

A8. Under this Agreement, Annual Programme Commissions were awarded on an annual basis for the academic years 2021/22 to 2025/26. The award of each Annual Programme Commission and the Extension of the Agreement was subject to the following:

- The successful Bidders meeting the Programme Specification, performance and target requirements as confirmed by the Contract Manager during the contract management meetings, and
- Confirmation from the Client of budget availability and service requirements for the potential extension period of the Agreement and award of annual Programme Commissions.

A9. ESF concluded in December 2023, therefore from the 24-25 financial year onwards, these programmes may need to manage activity levels/new starts within the available budget.

Section B

Essential Requirements

B1. The Apprenticeship Programme is employment based learning for Employed Learners, at Credit and Qualifications Framework (CQFW) levels 2, 3, 4, 5 and above who follow an Apprenticeship Framework compliant with the Specification of Apprenticeship Standards for Wales (SASW).

B2. The Programme incorporates Foundation Apprenticeships, Apprenticeships and Higher Apprenticeships. Note that Degree Apprenticeships do not form a part of this Specification.

B3. An apprenticeship is not a qualification in itself but a programme of learning specified in a framework usually designed by the relevant standard setting body. The apprenticeship contains a number of different qualifications, all of which must be achieved in order to complete the framework. An Apprenticeship Framework sets out the minimum content and qualifications that an apprentice can expect to receive in an occupational area. Each framework specifies the learning activities covering occupational competencies, the relevant technical knowledge relevant to the occupation. The frameworks are designed to equip learners with transferable skills relevant to the wider industry, as well as the specific skills associated with each framework.

B4. Features of the Apprenticeship Programme in Wales include:

- learning based in the workplace and supervised by an employer
- on and off-the-job education and training
- external regulation of training standards both in and outside the workplace
- all-age provision and providing people with higher level training in their chosen professions
- learning and acquiring a skill
- training follows a defined programme of learning with established standards for a recognised occupation; and
- an Apprenticeship learning agreement on the programme between the apprentice, employer and provider.

B5. The Apprenticeship Programme is underpinned by statute contained in sections of the Apprenticeship, Skills, Children and Learning Act 2009.

Priorities

B6. The Client is committed to aligning the Apprenticeship Programme to the needs of the Welsh economy as outlined in its policy and action plan published in February 2017 [1] and updated in February 2024 in the Apprenticeships: policy statement. The focus is on aligning and raising the level of the skills market designed to meet employer needs with a system that is responsive to industry changes, particularly in the sectors that drive growth and prosperity. The policy reflects the step change towards higher level technical and professional skills, promoting efficiency and portability within our priority sectors.

B7. The Client is committed to:

- Developing higher level skills: focusing on apprenticeships at level 3 and above, where returns tend to be higher and at the level most successful European countries deliver. Continuing to monitor the effectiveness and relevance of Foundation (level 2)

[1] Aligning the Apprenticeship model to the needs of the Welsh economy

Apprenticeships.

- Improving access, equality and equity of opportunity: taking action to remove barriers for protected groups that are currently under-represented on the apprenticeship programme.
- Increasing the number of apprentices aged 16-19: increasing the take-up of apprenticeships amongst 16-19 year olds and raising the number of school leavers going on to high quality apprenticeships.
- Addressing skills shortages: developing apprenticeships, particularly in growth sectors and emerging job categories, in line with priorities determined by Regional Skills Partnerships.
- Delivering Apprenticeships in Welsh: strengthening opportunities to undertake an apprenticeship through the medium of Welsh or bilingually, ensuring all learners have the opportunity to maintain and develop their Welsh-language skills.
- Working with employers and employer bodies to drive diversity and innovation throughout Apprenticeship Programme.
- Developing skills pathways: integrating apprenticeships into the wider education system.
- Improving performance measures (Quality and Benchmarking) – focusing on success through the achievement of meaningful and sustainable employment.

B8. Contractors are required to prioritise recruitment onto the Apprenticeship Programme in line with requirements detailed within their annual Programme Commission offer letter.

B9. The Client reserves the right to target its priorities as it deems appropriate throughout the life of the Agreement. These could include by:

- age
- qualification level
- sector
- company size.

B10. The Client reserves the right to vary the funding rate for Apprenticeships on the basis of these or other variables as part of the targeting of priorities as it deems appropriate throughout the Term of the Agreement. Changes will be notified to Contractors in writing not less than 60 days before the start of the Programme Commission.

Frameworks

B11. The Contractor must ensure that the development and delivery of Foundation Apprenticeships, Apprenticeships and Higher Apprenticeships conform to the Welsh Apprenticeship Frameworks published on Apprenticeship Certification Wales (ACW) or the Welsh Government's own website as defined (or deemed) by the SASW.

B12. A recognised Welsh Apprenticeship Framework sets out the minimum content and qualifications that an apprentice can expect to receive in an occupational area. Apprentices who started against a 'blueprint' framework, whilst they were still available, may still claim apprenticeship certification on completion of the framework. All starts on apprenticeship programmes must follow a recognised SASW framework that has been published on ACW On-line system or by the Welsh Government at the time of start.

Performance Targets

B13. Contractors delivering Foundation Apprenticeship, Apprenticeship and Higher Apprenticeship programmes must achieve a minimum framework success rate of 75 per cent. The Client reserves the right to adjust the percentage over the Term of the Agreement. Further

information on performance targets for framework success can be found in Section F – Performance and Contract Management.

Delivery

B14. Organisations need to have the capacity to deliver online and provide blended learning and support. The quality of blended learning must be assured with the same rigor as face to face learning.

This Programme Specification

B15. Successful Bidders were required to have a delivery plan or strategy in place at the start of the Agreement on 1 August 2021, unless otherwise stated and/or agreed with the Client. These plans must continue to be refreshed at least annually. This annual cycle will be agreed with the Contract Manager at the inception meeting and reviewed annually in contract management meetings.

Changes to the Programme Specification

B16. From time to time there may be a requirement to deliver new services aimed at supporting particular sectors and/or learner groups.

B17. This Apprenticeship Programme is dynamic and there may be changes in the priorities and/ or the requirement to address needs of specific sub-cohorts and/or of the bureaucracy associated with delivery. This section focuses on a sample of additional work that may be required in the Term of this Agreement. There may also be a requirement for additional work not referenced here; any additional work will be connected to Apprenticeship Programme delivery and will not alter the overall nature of the Agreement or Programme Specification.

B18. Successful Bidders will need to be aware of current and emerging Welsh Government policy and commit to a flexible approach that is capable of responding to changing Ministerial priorities and labour market requirements. Successful bidders should note the content of the Allocation Methodology, set out in Section D, including but not limited to D38-40. Examples could include changes to delivery timescales, priority learner age range, increased delivery in emerging priority sectors such as green industries, reducing delivery in non-priority areas such as carbon heavy sectors or focusing on those critical sectors important to the economy of Wales. At least 60 days' written notice will be given to Contractors informing them of any change to the terms of any part of this Programme Specification. There will be no obligation to implement any change notified within 60 days until 60 days has elapsed.

B19. During the Term of this Agreement, the Client may seek to explore and test new approaches to the provision of in-work employability support utilising the principles of the Apprenticeship Programme, for example the expansion of shared apprenticeship and potential pre-apprenticeship provision.

B20. The Client has an ambition for Wales to be a fair-work nation, where everyone can access better jobs closer to home, develop their skills and careers and can have decent, life enhancing work without experiencing exploitation or poverty. In May 2017, the Fair Work Board was established to define the scope of Fair Work and identify best practice. Apprenticeship requirements will evolve to adopt Fair work best practice.

B21. The Client may require delivery of pilot projects aimed at improving the quality of the Apprenticeship Programme. This may include, but will not be limited to:

- Specifically targeted wage subsidies.
- Adjusting funding to incentivise outcomes paid at the Real Living Wage.
- Reviewing and funding of Additional Learning Needs (ALN) provision and support costs.

B22. New or pilot delivery will be awarded to Contractors delivering within the relevant sector and geographical regions that align to the applicable pilot and will be offered to all Contractors (unless there are concerns in relation to the Contractor's contract management quality and performance data) with a Programme Commission within the geographical regions.

B23. Where Bidders are required to deliver a Pilot or any new and additional services, available funding will be divided between eligible providers in proportion to each Contractor's baseline value. Allocations will be made subject to receipt of a robust business case from each Contractor demonstrating its ability and capacity to accommodate the additional delivery.

B24. If there is no sectoral or geographical alignment, we will enter into a mini-competition with all Contractors for delivery of the pilot and new services to the extent this is not covered by the New Demand section of the Allocations Methodology. The mini-competition will use the Technical Questions included within the ITT but aligned to the specific pilot activity. The technical evaluation criteria and scoring criteria used for this tender will also be applied.

B25. Changes to the Programme Specification will be implemented in accordance with the procedure set out in Schedule 2 of the Apprenticeship Agreement.

B26. Cost of delivering any such changes will be as outlined at Section D: Funding & Support Cost Guidance.

Eligibility

Cross-border

B27. When considering learner eligibility, the key determiner is the **country where the participant works**. Cross border funding responsibilities are shown in the table below:

Participant's residence	Employer base	Main country where participant works	Time spent working at main country	Funding
Wales or England	Wales	Wales	More than 51%	Welsh Government Funding and priorities.
Wales or England	England	Wales	More than 51%	Welsh Government Funding and priorities.
Wales or England	England	England	At least 50%	Voucher arrangements and priorities of the UK Government.
Wales or England	Wales	England	At least 50%	Voucher arrangements and priorities of the UK Government.

B28. The determining factor for those employers situated close to/on the border between England and Wales is the location of the office where their Business Rates are paid.

B29. The Contractor must ensure that it complies with the suitability and eligibility evidence requirements stipulated in the Section X: Evidence Requirements of this specification.

B30. Where a Learner progresses from any activity undertaken in respect of the Programme Commission to a higher level, without a break in learning of more than eight calendar weeks, the original eligibility status remains extant.

Employment Status and Wage

B31. Individuals who have legally left school and are employed in Wales for at least 51% of their time are eligible for the programme.

B32. Contractors are responsible for ensuring that only eligible Learners are enrolled on the Programme. This must be established before or upon entry.

B33. Learners must be employed, including self-employed (except where exemption has been given by the Client through regulation). Employment can be with a single employer, through a Shared Apprenticeship or Group Training Association Model.

B34. Employers must ensure that the learner attends work and training for at least 16 hours per week (unless authorised absence has been granted).

B35. Apprentices must be in receipt of a wage at least in line with the National Minimum Wage (NMW) regulations. Apprentices must receive a wage in relation to both the on and off the job training elements of their learning programme. Please note that the Client encourages employers to pay at least the Living Wage Foundation living wage.

B36. Learners who are employed by an agency are eligible for entry onto the Apprenticeship Programme. In this instance, the Contractor must be satisfied that the agency is aware of their responsibility to ensure that the learner is able to complete the apprenticeship by a placement or multiple placements and is paid for attendance at any off-the-job training. Further, the Contractor needs to be assured that the learner is committed to the learning.

B37. Home-workers who are formally/contractually designated as working from home in Wales and are based in Wales (i.e. working from home in Wales) for at least 51% of their time are eligible for entry onto the Apprenticeship programme. In this instance, working from home must be regular, planned and known at the start of the apprenticeship. The Contractor must retain evidence that these employees are formally home-workers.

B38. Self-employed Learners are eligible for entry to the Apprenticeship Programme as long as all other entry eligibility requirements are met. When considering self-employment as an option, Contractors must ensure that the learner has sufficient support whilst on-the-job to develop through their framework. More importantly, it is incumbent on Contractor to ensure self-employed persons are able to learn on the job in full compliance of Health & Safety standards, particularly in respect of supervision.

B39. Contractors are required to use their best endeavours to ensure that each learner secures sustainable employment at the end of his/her Apprenticeship Programme (this includes self-employment). It is unlikely to be in an apprentice's best interests to be placed with an employer that, from the outset, is only offering temporary employment for the duration of the apprenticeship. Such an arrangement would only be appropriate where there is sufficient evidence to indicate that, once qualified, the apprentice will be able to secure sustained self-employment elsewhere. Where self-employment is considered a reasonable option we would expect Contractors to support their learners in their transition into self-employment.

B40. Self-employed construction learners must comply with all the additional criteria below:

i. There must be no self-employed apprentices at Level 2 or 3; self-employed apprentices should only be at Level 4 or above, having already attained a construction

apprenticeship at level 3, and must meet all other self-employed criteria:

ii. The self-employed apprentice must have a minimum of three years of relevant experience in the construction industry prior to commencing an apprenticeship. This experience must be attained within the 5 years preceding the commencement of the apprenticeship.

iii. The self-employed apprentice must be effective supervised by an experienced person in the apprenticeship occupation. The supervisor must be an individual who has sufficient training, experience, knowledge, and other qualities that would allow them to assist an apprentice properly.

iv. The self-employed apprentice must have proper sign off of tasks/competency by a competent industry person or employer. Competency defined as e.g. professional qualifications, chartership, CSCS at the appropriate level and occupation or an Industry regulated Electrical Heating and Ventilation certification.

v. The Contractor must provide Health & Safety training and the apprentice must have an appropriate CSCS card i.e. an apprentice CSCS card.

vi. The Contractor should ensure that the apprentice does not undertake any activities that they are not trained for/or qualified to undertake during the apprenticeship; other than under direct supervision from an industry qualified supervisor (see above) and only if the activities do not contravene any legal requirement for competency.

B41. For programmes in all other vocational sectors starting from 1 January 2025, there must be no self-employed apprentices at Level 2. Self-employed learners must adhere to all the additional criteria below:

i. Self-employed apprentices should only be at Level 3 or above

ii. The self-employed apprentice must be effectively supervised by an industry qualified person in the particular apprenticeship occupation. The supervisor must be an individual who has sufficient training, experience, knowledge, and other qualities that would allow them to assist an apprentice properly.

iii. The self-employed apprentice must have proper sign off of tasks/competency by a competent industry person or employer.

iv. The Contractor should ensure that the apprentice does not undertake any activities that they are not trained for/or qualified to undertake during the apprenticeship; other than under direct supervision from an industry qualified supervisor (see above) and only if the activities do not contravene any legal requirement for competency.

Graduates

B42. Eligible graduates are expected to enter into either an Apprenticeship or Higher Apprenticeship.

B43. The Apprenticeship or Higher Apprenticeship should not be in the same occupational route as the Higher Educational achievement unless the content of the Higher Education achievement is different to the Apprenticeship or Higher Apprenticeship. In this instance, the Contractor should identify the difference in the content of the Higher Educational achievement compared to the Apprenticeship of Higher Apprenticeship and hold this evidence on file. This is to ensure continuity of learning and to avoid duplication of any previously completed learning or assessment activities.

B44. There may be circumstances where the requirements of a particular Apprenticeship Framework prevent a graduate Learner from undertaking a level 3 or level 4 apprenticeship without first undertaking a Foundation Apprenticeship. Where this is the case, Contractors must obtain approval from the Client by submitting the following information for each learner (using an appropriate secure method):

i. Learner Name

ii. ULI/LN02 and LP04(when known)

iii. Title of Degree

iv. Date Achieved

v. Result [e.g. 2:1]

vi. Awarded by

vii. [Name of HE Institution]

viii. Apprenticeship Framework [Title and Level]

ix. Name of Employer

x. Apprentice Job title/position in company

xi. Justification for recruitment onto a Foundation Apprenticeship

xii. Completed by: [Name]

xiii. Position

xiv. It should be noted that approval for a graduate to undertake a Foundation Apprenticeship will only be granted on an exceptional basis and **will not extend to generic qualifications where entry requirements for the Level 3 framework do not specify any previous knowledge, experience or qualification**.

B45. However, Social Care Wales (SCW) has set a requirement for all staff without the required experience to be qualified to at least CQFW level 2 in order to remain registered. In order to meet this demand, the Client has agreed to a blanket exemption to allow the delivery of Foundation Apprenticeships to graduates employed within the Care Sector route without completion of the form. This is exemption is subject to review and may change during the Term of the Agreement.

General

B46. Learners must meet the Apprentice Framework entry requirements as set out by the development partner and approved by the Issuing Authority.

B47. Eligibility checks should include the practicality of providing a place to a Learner who may be unable to complete their learning programme including those likely to leave their current domicile permanently during the expected duration of the programme. Contractors should retain evidence of the Learner's eligibility, where applicable and will be asked to produce it to the Client.

B48. Employees of Contractors are able to undertake an Apprenticeship Programme where all normal eligibility criteria are met and the learning is beneficial to the learner and the organisation in the context of developing skills and this can be evidenced. However, learning in more than one framework is not permitted and learning at multiple framework levels is only acceptable where the lower level is a framework requirement to progress to the higher level or with the express consent of the Client.

Ineligibility

B49. Individuals are ineligible for entry onto an Apprenticeship if they are, at the point of entry:

i. of compulsory school age; or

ii. attending school or college full-time as a pupil or student; or

iii. in full-time higher education; or

iv. don't meet the residency eligibility criteria as listed in the Schedule of the Education (Fees and Awards) (Wales) Regulations 2007, see the Annex I; or

v. in custody or on remand in custody; or

vi. in receipt of a Welsh Government Learning Grant or Education Maintenance Allowance; or

vii. taking part in any other employment or enterprise programme funded directly by the UK Government or the Welsh Government; or

viii. taking part in any other UK Government or the Welsh Government funded vocational learning programmes; or

ix. Removed

B50. The Client reserves the right to amend the apprenticeship eligibility requirements throughout the contracting period. Providers will be made aware of any changes to eligibility requirements prior to the start of each contract year.

B51. Individuals who are supported by the UK Government's Work Programme are ineligible to undertake an apprenticeship programme if their contract of employment (with the employer who would authenticate the Apprenticeship Learning Agreement) is for less than 16 hours per week.

B52. To ensure that as many Learners as possible can access the Apprenticeships Programme, Learners should not normally undertake two apprenticeships at the same level from the same framework. It will normally be acceptable either for Learners to progress, e.g. from a level 2 Foundation Apprenticeship to a level 3 Apprenticeship Framework.

B53. The Client will not pay any sum in respect of ineligible Learners and will seek repayment of any sums paid in error.

B54. Please see Guide for Confirmation of Learner Eligibility – Apprenticeships at:

Welsh:
https://www.medr.cymru/wp-content/uploads/2025/09/Guide-for-confirmation-of-learner-eligibility-Aug2025-Cymraeg.docx

English:
https://www.medr.cymru/wp-content/uploads/2025/09/Guide-for-confirmation-of-learner-eligibility-Aug2025-English.docx

Please note: These documents are intended as a guide only. It is the responsibility of the Contractor to ensure that they have robust processes in place to collect the relevant data to confirm learner eligibility.

Learner Terms and Conditions

Learner entitlement

B55. A Learner must have an Apprenticeship Learning Agreement (ALA) which notifies in writing his/her terms and conditions of learning with the Contractor and employer upon starting a programme. The ALA includes commitments required under the Apprenticeship, Skills, Children and Learning Act 2009. They must similarly be notified of any subsequent changes to terms and conditions of learning. In addition a Learner must have an Individual Learning Plan (ILP). A link to the ALA can be found below at:

Welsh:
Ffurflen cytundeb dysgu prentisiaeth

English:
Apprenticeships learning agreement form

B56. The terms and conditions for a Learner already in learning (i.e. Learners that started learning on or prior to 31 July 2021) shall not be adversely affected by changes subsequently agreed between the Client and the Contractor.

B57. Contractors must ensure that apprentices receive both off-the-job training and on the-job training in line with SASW.

B58. The hours of training delivery arranged by an apprenticeship Contractor may differ from the figures contained in the framework specification, as each Learner may begin an apprenticeship with previous learning or achievement that should be recognised and counted.

B59. For the purposes of claiming apprenticeship certification, there is no requirement on Client funded Contractors to keep specific records of the learning hours. Organisations who supply Apprenticeship Certificates (such as Sector Skills Councils) have agreed that attendance on a funded Apprenticeship Programme is sufficient evidence that the framework hours have been met, and will accept a 'tick box' declaration.

B60. From an audit and funding perspective, Contractors will not be required to separately identify on-and off-the job training hours for Learners; albeit Contractors will need to ensure that they comply with the Client's guidance and requirements to support funding and payments.

B61. In the unlikely event that the validity of a claim for apprenticeship certification was challenged, the certifying organisation could request sight of documents such as initial assessment, training plans, training agreements and/or any Recognition of Prior Learning (RPL)/Recognition of Prior Achievement (RPA) records from Contractors before providing a certificate.

B62. It is also possible for a person to apply for an Apprenticeship Certificate having followed a framework independently. This is learning which takes place outside of a government-funded programme, for example, an employer utilising a published framework as part of their own in-house staff development programmes.

B63. In such cases the on-and-off-the-job requirements are set out so that the person applying for the apprenticeship certificate knows exactly what evidence they may be required to provide to support their application.

B64. The organisation providing Apprenticeship Certificates has the right to request supplementary evidence of hours of training to support the application for a certificate for the purposes of verification.

B65. The Contractor shall endeavour to provide suitable alternative learning for a Learner who has reasonable grounds for dissatisfaction with their programme of learning, or who is not making satisfactory progress, or where provision of learning as agreed in the ILP is no longer available.

Participation

B66. The Contractor must ensure the Learner is participating in his/her learning programme during the period of learning and must be able to provide evidence that a Learner is attending a programme of learning. Where the Contractor cannot provide satisfactory evidence the Learner shall be suspended.

The Learning Process

B67. The Contractor must design and implement effective policies, procedures and use Learner-centred processes to facilitate the following activities:

i. referral and recruitment

ii. initial assessment, including assessment of essential skills needs, Welsh language skills and any additional learning needs (ALN)

iii. the planning of learning and the compilation of Individual Learning Plans (ILPs)

iv. the planning and delivery of any additional learning provision (ALP)[2] called for by a learner's ALN

v. ongoing assessment and teaching

vi. reviews of progress

vii. mentoring; and

viii. accreditation and verification.

Initial Assessment

B68. The Contractor must ensure that all new Learners are assessed either prior to, or immediately upon, entering learning. An initial assessment must identify previous learning, current learning requirements and any ALN or other support needs (including essential skills needs using the approved diagnostic tool) which shall be recorded on the ILP, or the digital learning plan. Contractors are required to ensure that the Apprenticeship Programme will benefit the learner within their current employment role and will be expected to document how the Apprenticeship programme maps across to their current role.

B69. As part of the initial assessment process Contractors must also discuss whether the learner has an ALN and make the Learner aware of the support available for apprentices with ALN. Where the initial assessment process identifies that the apprentice may have ALN, or it is otherwise brought to the attention of a Contractor that an apprentice may have ALN, the Contractor must ensure that it takes all reasonable steps to determine if the Learner has ALN and secure any support called for by the learner's ALN (for further information, please refer to B96).

B70. The ILP must be agreed by the Learner, the Contractor and the employer and be completed within four weeks of the start date. Further learning and support needs identified through regular progress reviews should be reflected in updates to the ILP / digital learning plan. The ILP / digital learning plan must also be kept up to date with any changes to the learner's personal details (name, address and contact details), and with the titles and start dates of any additional learning activities which commence during the learning programme. Mandatory Wales Essential Skills Test (WEST) requirements, unless exemption applies, are:

i. Communication: within 61 Days before or after the start date.

ii. Application of Number: within 61 Days before or after the start date; and

iii. Digital Literacy: within 61 Days before or after the start date if included as part of the relevant apprenticeship Framework.

NB: For most other vocational sectors, it would be good practice to undertake a digital literacy initial assessment as above.

From 1 January 2024 Providers may use an alternative diagnostic assessment tool in place of WEST.

B71. For contractors using WEST, the WEST 'screener' may be used instead of the full assessment for learners who hold valid proxies for the relevant Essential Skills qualifications. Evidence of the screener and its results must be retained within the learner's digital record file.

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[2] ALP has the meaning given by Section 3 of the Additional Learning Needs and Education Tribunal (Wales) Act 2018, and refers to educational or training provision that is additional to, or different from, that generally made available to others of the same age.

Where it becomes apparent during the programme that a learner's actual skills do not align with their proxy, providers are expected to address any identified gaps in the relevant Essential Skill Qualification (ESQ) through appropriate support and intervention.

Recognition of Prior Achievement (RPA)

B71. Contractors must take into account all prior achievements of an individual and not require, nor offer, training which replicates a prior achievement. Contractors must verify and record Prior Achievement that provides exemptions, proxies or other unit/credit based achievement towards the qualifications contained in the nominated Apprenticeship Framework.

Recognition of Prior Learning (RPL)

B72. Contractors must pay particular attention where Learners have previously participated on the 14-19 Learning Pathways or similar programmes to ensure that an individual's learning achievements have been cross-referenced against the learning aims of the nominated framework qualifications. In assessing RPL the provider must consider the knowledge the learner has gained in an academic environment and also any competence they have gained from their current employer or previous employer. The duration of training and the ILP should be adjusted accordingly, with the expectation that where RPL is applied, this will be reflected in a proportionately shorter programme duration—ensuring that learners are not kept on programme longer than necessary and that funding remains aligned with actual learning needs.

***NOTE**: Each awarding body is responsible for defining how RPL is applied. This means providers must refer to the specific awarding body's policy to determine what counts as replication or valid prior learning.*

Planned Learning and Individual Learning Plans (ILP)

B73. All learning must be planned to meet the Learner's individual needs as identified during initial assessment. An ILP, or a digital learning plan must, as a minimum:

i. clearly identify the learner by name and unique identifier

ii. specify the Apprenticeship Framework to be followed by its title and number, including the framework pathway where applicable

iii. identify both on-the-job and off-the-job training in line with framework requirements

iv. include the Learner's prior learning and assessed needs

v. specify the expected duration of learning, which allows the Learner a reasonable prospect of successfully completing his/her learning

vi. set out the start date and the frequency of reviews to be followed, e.g. Learners shall have their progress reviewed with sufficient frequency to ensure that they remain engaged with employer support and are making progress towards achievement

vii. set out the planned attendance

viii. identify any ALN and the ALP which is called for by the Learner's ALN[3][3]

ix. specify by name, level and reference number, approved qualifications which the Learner aims to achieve

x. contain a brief statement of the Learner's employment or career objectives

xi. specify the Learner's preferred language of learning and requirement for Welsh-medium or bilingual delivery of learning during the learning programme

[3] Unless this is set out in a separate planning document, such as an Individual Development Plan

xii. specify within the learning plan opportunities to maintain and/or develop the Learner's Welsh language skills during the learning period

xiii. be agreed by the Learner, the Contractor and the employer; and

xiv. contain a declaration authenticated by the Learner that s/he has agreed the ILP and that s/he has commenced the activities contained within it. This declaration should also confirm that the Learner has been made aware of the support of the European Social Fund (not applicable for programmes started on, or after 1 January 2024.)

B74. To ensure that as many Learners as possible can access the Apprenticeship Programme, Learners should not normally undertake two apprenticeships at the same level from the same framework, except where stated within this Section.

B75. Any subsequent changes to the ILP must be agreed between the Learner, employer and the Contractor and recorded on the ILP, together with the Learner's confirmation that the changes have been agreed. Apprentices shall have unrestricted access to information on their learning arrangements including their ILP.

Alternative Learning

B76. The Contractor shall endeavour to provide suitable alternative learning for a Learner who has reasonable grounds for dissatisfaction with their learning programme, or who is not making satisfactory progress, or where provision of learning as agreed in the ILP is no longer available.

Learner Support Following Job Loss

B77. Where a Learner is made redundant or otherwise ceases employment with their current employer, the Contractor must endeavour to find an alternative employer and/or another Contractor who has been awarded an apprenticeship agreement by the Client. The Contractor shall use its best endeavours to minimise disruption for the Learner and seek to ensure that the Learner's qualification aims are met. The Contractor must retain evidence of the Learner's redundancy and of efforts made to make alternative arrangements.

B78. As a minimum, we require a Contractor to support a Learner who became unemployed by:

i. Contacting other relevant employers they work with to see whether any other suitable vacancies may be available.

ii. Contacting other Contractors to see whether any other suitable vacancies may be available.

iii. Referring the Learner to Working Wales for advice on their possible options.

iv. Referring the Learner to the Apprenticeship Vacancy Service to see whether any suitable vacancies are advertised.

B79 It is recognised that termination of employment, whether due to redundancy, dismissal, or other unforeseen circumstances, may require Contractors to transfer Learners to non-employed status whilst the Contractor supports the Learner to seek new employment. In these circumstances an Exceptional Training Allowance may be allocated. Additional guidance is detailed within Support Cost Guidance below.

B80. Where a learner's employment ends for any reason during the apprenticeship programme, and the provider is able to continue delivery through centre-based provision, they should do so. Evidence of continued delivery must include progress reviews completed in accordance with the Programme Specification. The centre-based delivery should be a temporary arrangement, during which both the provider and the learner are expected to actively seek alternative employment, in line with sections B77 and B78. There must be a reasonable expectation that the learner will be able to complete the full apprenticeship

framework.

Awarding Body Registration

B81. Contractors are required to register the Learner with the relevant Awarding Body within the maximum timeframe given by that Awarding Body or eight weeks of the Learner starting the learning activity where no timeframe is specified. If a Learner is on an apprenticeship, and undertaking both level 2 and level 3 qualifications as part of the framework/pathway, the requirement to register for the level 3 qualification shall be within eight weeks of progressing from the level 2 to the level 3.

Similar arrangements must be in place if a Learner is undertaking level 2 or 3 as part of a Higher Apprenticeship Framework/pathway. When registering, Contractors should notify Awarding Body of language preference of the Learner.

B82. The Contractor must report the registration for each qualification on the Lifelong Learning Wales Record (LLWR) through an appropriate Award record by the end of the period in which the registration takes place. For each qualification registered and reported to the LLWR, the Contractor must record the result of the qualification within the LLWR in the relevant Award field, by the end of the period in which the evidence of achievement, or notification of withdrawal or failure, becomes available.

NOTE: The organisation providing Apprenticeship Certificates has the right to request supplementary evidence of hours of training to support the application for a certificate for the purposes of verification.

On-going Assessment

B83. The Contractor shall ensure that on-going assessment:

i. assesses competence against ILP objectives

ii. is planned to meet the individual Learner's needs

iii. meets the criteria set by the Awarding Body; and

iv. is recorded to Awarding Standards.

Reviews

B84. The learner's progress review is the main method of monitoring and maintaining progress towards completion of the ILP.

B85. The Contractor will need to review each learner's progress as frequently as necessary. As a minimum, learners on apprenticeship programmes shall have their progress reviewed once every 61 days following the start of learning/previous review. This measurement should be applied from the start date and thereafter from the date of the last review undertaken.

B86. Late reviews. There may be genuine reasons why a planned review cannot be undertaken. In such circumstances, the reasons should be documented and a new review date should be arranged as soon as possible. In such circumstances, a small number of days over the 61 days would be acceptable and would not be reported. However, it is expected that late reviews would be a rare occurrence. Persistent and/or repeated late reviews will be reported and will result in funding being recovered.

B87. Should a late review occur, attendance records for courses or learning activities recorded in the learner's ILP will also be accepted to evidence 'in-learning'. The Client may also accept other evidence that demonstrates that the learner was in learning during the month(s) in question. For example, assessment records authenticated by the learner or college attendance records in respect of learners on day/block release. This additional evidence does not preclude

the requirement to complete reviews to the minimum frequency of at least once every 61 days.

B88. The Contractor will need to review each Learner's progress as frequently as necessary. The Contractor must ensure that the progress review:

i. is conducted in an appropriate environment, away from the pressures of the workplace

ii. creates a supportive environment conducive to learners who may wish to disclose a disability of health condition

iii. allows sufficient time for proper discussion; and

iv. involves the Learner, the Contractor and the employer.

B89. A review must include:

i. actions agreed at the previous meeting

ii. progress towards achieving the ILP including explanations for poor progress (if applicable)

iii. details of assessments undertaken

iv. progress towards qualifications (if appropriate)

v. identification of any obstacles to completing the learning programme and the support offered to address

vi. agreed forward plan of learning for the period to the next review

vii. any agreed amendments to the Individual Learning Plan; and

viii. include comments from the Learner, employer and learning Contractor.

B90. Reviews may take place where a Learner is in attendance in person or virtually eg via video conferencing. The date, place and time of the next review should be agreed as part of the review process.

B91. Contractors must ensure that they effectively manage their delivery in order to ensure that, with the exception of relatively small number of learners, reviews are undertaken on time. Where a review cannot take place before the due date, Contractors are expected to document the reason for the late review and undertake the review as soon as possible.

The Additional Learning Needs and Education Tribunal (Wales) Act 2018

B92. The Additional Learning Needs and Education Tribunal (Wales) Act 2018 ("the Act") makes provision for a new statutory framework for supporting children and young people with Additional Learning Needs (ALN). It replaces existing legislation surrounding Special Educational Needs (SEN) and the assessment of children and young people with Learning Difficulties and/or Disabilities (LDD) in post-16 education and training.

B93. The Act has three overarching objectives, which are to create:

- A unified legislative framework to support all children and young people aged 0 to 25 with Additional Learning Needs (ALN), across early years, compulsory education, and further education.an integrated, collaborative process of assessment, planning and monitoring which facilitates early, timely and effective interventions; and
- a fair and transparent system for providing information and advice, and for resolving concerns and appeals.

B94. Apprenticeship learners enrolled with FE institutions may therefore be within the scope of the Act, as the duties placed on FE institutions apply to eligible young people aged 16-25 undertaking education or training, other than higher education.

B95. The main functions which apply to FE institutions are contained under Part 2 of the Act.

These will commence from September 2021, with implementation being phased in over a three year period.

Please note that the functions apply to all delivery partners and consortium members who are FE institutions and not just to the lead Contractor.

B96. Contractors who are FE institutions must have regard to the relevant guidance in the Code when exercising their functions under Part 2 of the Act.

B96a. All Contractors must ensure that learners with identified ALN are supported through a consistent and equitable approach to assessment, planning, delivery and review of support. This must include maintaining an individual development plan that records the learner's identified needs, the additional learning provision required, planned review arrangements and, where relevant, transition arrangements between learning providers or settings.

See The Additional Learning Needs Code.

Equality Act 2010

B97. Contractors also have obligations under the Equality Act 2010, which means that they cannot discriminate against disabled learners. Furthermore, the Act requires that Contractors make reasonable adjustments to ensure that disabled learners can participate in the training and other services provided for learners.

B98. Under the Equality Act 2010, a person has a disability if he or she has a physical or mental impairment which has what the law calls a 'substantial and long-term adverse effect' on his or her ability to carry out normal day-to-day activities.

B99. Contractors must ensure that they comply with the relevant obligations in the Equality Act 2010.

Learners with ALN

B100. The Client is keen to ensure that learners who choose the apprenticeship route are not disadvantaged compared to their FE or school counterparts.

B101. The following paragraphs set out the minimum requirements which will apply to ensure that learners' ALN are identified early and addressed quickly. Please note that these requirements do not replace the statutory guidance in the Code; rather they are intended to provide a framework for supporting those learners who are not covered by the provisions in the Act. FE institutions will still need to ensure that they have regard to the relevant Guidance in the Code.

Determining if a Learner has ALN

B102. Under Section 2 of the Act, a person has Additional Learning Needs (ALN) if he or she has a learning difficulty or disability (whether the learning difficulty or disability arises from a medical condition or otherwise) which calls for additional learning provision.

B103. Additional Learning Provision (ALP) has the meaning given by Section 3 of the Act, and refers to educational or training provision that is additional to, or different from, that generally made available to others of the same age.

B104. Many apprentices are likely at some point to experience short-term difficulties in learning, e.g. due to illness or a period of absence from the workplace, but which do not, or not yet, amount to ALN. In these circumstances, Contractors may need to take action to help the apprentice catch up and/or prevent the difficulties escalating. This catch-up provision should be available generally to all apprentices and would therefore not constitute ALP.

B105. Where difficulties appear to be significant and persist for a longer period notwithstanding

the usual interventions to seek to address them or other action to resolve the apparent cause (e.g. some catch-up provision, or enhanced literacy and numeracy support), this may indicate ALN.

B106. Not all apprentices who have a disability (as defined by the Equality Act 2010) will have ALN. However, if their disability prevents or hinders them from making use of the training generally provided for other apprentices and this calls for ALP, then they will have ALN.

B107. The Code encourages schools, FE institutions and Local Authorities to support the transition of young people into Work-Based Learning. This includes supporting a young person to share relevant information, such as the young person's Individual Development Plan (IDP). This will enable Contractors to consider what support they can provide and help inform the development of the learner's ILP (or other planning document). Contractors should pay particular attention to information in a young person's IDP as part of their initial assessment process.

B108. Where the initial assessment process identifies that the learner may have ALN, or it is otherwise brought to the Contractor's attention that an learner may have ALN, the Contractor must ensure that it takes all reasonable steps to determine if the Learner has ALN and secure any support called for by the learner's ALN. This should be done promptly to ensure that learners' ALN are identified early and addressed quickly. Contractors must also seek the learner's consent before any decision is made and before planning and delivering any additional learning provision which might be called for by a learner's ALN.

Preparing Plans for Learner with ALN

B109. Where it has been determined that a learner has an ALN the Contractor must prepare a plan that contains a description of the ALN that acts as a barrier to the learner achieving their educational potential and the ALP that is necessary to overcome or mitigate that barrier.

B110. For learners enrolled at FE institutions the plan will take the form of a statutory IDP; guidance on the content of which is set out at Chapter 13 of the Code.

B111. For other learners the plan might take the form of separate section in, or annex to, the ILP or some other document if this is preferred. For these learners the plan must contain as a minimum:

- basic bibliographical information, including the learner's name, date of birth, current workplace and communication requirements and preferences
- the name of the Contractor and the person who will be responsible for co-ordinating and preparing the plan
- a description of the learner's ALN
- a description of the ALP to be provided, including details of how regularly the ALP will be provided and the organisation/service providing the support (if this is not the Contractor) (see below)
- the outcome intended to result from the provision of the ALP
- a description of any support which will be provided by the employer including, where relevant, any support provided through the Access to Work programme
- the start date (ie the date from which the ALP will be provided); and
- the end/review date (ie the date until which the ALP will be provided or reviewed).

B112. The plan must also consider whether the ALP should be provided to the learner in Welsh and, should you decide that a particular ALP be provided in Welsh, this must be specified in the plan.

B113. Before the plan is finalised, Contractors should give the learner an opportunity to comment on a draft and should encourage them to raise any concerns as soon as possible.

Once prepared, a copy of the plan should be given to the learner.

B114. Contractors should aim to make decisions on ALN and finalise any planning documents within 35 working days of the learner consenting to a decision being made.

Learner with ALN – Essential Skills Adjustments

B115. Some learners with ALN may be able to meet the framework occupational standard but may struggle to achieve the Essential Skills English or Maths qualification at the level normally required. Providers are expected to continue to make every effort to help apprentices to meet these standards.

B116. However, in recognition of the barriers to participation these requirements may present to a learner with ALN, exceptions for foundation apprenticeships and apprenticeships will be permitted to the English and maths minimum requirements.

B117. The reasonableness of the adjustment to be made will depend on the learner's individual circumstances and assessment i.e. Essential Skills Qualifications (ESQ) can be delivered at a level lower than that stated in the Apprenticeship Framework. The adjustment may apply to one subject, or to both English and maths (unless there are evidence of proxy qualifications). However, an ESQ, or proxy qualification must be achieved by the apprentice at Entry level 3 or above.

B118. If the adjustment is only applied to one subject, the regular requirements for the non-adjusted subject will continue to apply. Adjusting the minimum requirement for the English and maths qualifications can be considered by the provider on an individual case-by-case basis where all of the following conditions have been satisfied:

a. The learner has either an existing or previously issued Individual Development Plan (IDP), a statement of Special Educational Needs (SEN), Education, Health and Care (EHC) Plan, or a Learning and Skills Plan (LSP).

b. An evidenced assessment (see below) is undertaken demonstrating that even with support and adjustments the apprentice is not able to achieve English or maths to the minimum level as a result of their learning difficulty or impairment. This assessment could be a full diagnostic assessment, although other forms of assessment evidence may include a screener, examples of learner work and mock assessment and an Assessor/Tutor statement. The statement may outline the areas of difficulty and how these are substantial and persistent, including details of any additional support offered to the learner. Assessment panels may be used to review evidence provided by practitioners and both scrutinise and endorse decisions.

c. The employer and provider must reasonably expect that the learner will be able to successfully achieve all other aspects of the apprenticeship requirements, become occupationally competent and work towards achieving Essential Communication Skills and Essential Application of Number Skills in the adjusted subjects before the end of their apprenticeship; and

d. There are no industry specific minimum entry requirements.

Review and Revision of Plans for Learners with ALN

B119. To ensure that the plan continues to accurately reflect the learner's needs and details the provision required to meet those needs, it should be reviewed at least annually and revised where appropriate.

In practice, however, we would expect Contractors to continually monitor the efficacy of a learner's plan for reviews to be conducted as often as required.

B120. The review must involve the learner and consider as a minimum:

- the learner's progress towards achieving the intended outcomes

- whether the learner still has ALN and, if so, whether their needs have changed
- whether the ALP is still appropriate; and
- the continued suitability of the intended outcomes and, if appropriate, decide new or revised outcomes.

B121. Contractors should also talk to the learner regularly in order to discuss their progress. These discussions contribute to on-going monitoring and the evidence gathered from them can be used to determine the impact of the ALP provided and any changes in the learner's ALN.

ALN Co-ordinators

B122. In addition to the requirements set out at above, each contractor will need to designate a person, or more than one person, as an ALN co-ordinator (ALNCo) – who will have responsibility for co-ordinating provision for learners with ALN. The key responsibilities of the ALNCo will include:

- overseeing the day-to-day operation of the Contractors arrangements for ALN
- overseeing the ALP across the delivery partners and consortium members to meet the needs identified within plans [4]
- ensuring plans are developed and reviewed appropriately
- supporting learners with their transition between education and work
- overseeing the appropriate transfer of information between Contractors about the learner's ALN and ALP
- contributing to the development and implementation of appropriate ALN procedures and systems across the delivery partners and consortium members
- becoming a source of expertise on ALN by developing specialist skills and knowledge
- advising work-based practitioners about differentiated teaching methods appropriate for individual learners with ALN
- supervising and arranging the training of support staff who work with learners with ALN as appropriate; and
- contributing to training for work-based practitioners to assist them in carrying out ALN-related tasks.

B123. The ALNCo role can be designated from a contractor's staff or from within a delivery partner or consortium member. It may also be appropriate in certain circumstances for contractors to share an ALNCo. This could apply, for example, where the contractor is not a delivery provider.

B124. It is expected that the ALNCo role will be a strategic one and that the individual will either form part of the contractor's senior management team or have a clear line of communication to the senior management team. The ALNCo role need not necessarily be a full-time post, but it is vital that the ALNCo has sufficient time and resource to undertake their responsibilities effectively.

[4] Including statutory IDPs

Suspension from the Learning Programme

B125. A suspended period of learning should only be applied where the learner is off work for an extended period of time, e.g. as result of ill health, maternity, etc. or (in exceptional cases) where the learner's circumstances necessitate a one-off break in their learning programme. Where a suspension occurs, the Contractor is required to maintain:

i. written evidence to confirm that the Learner agrees to the suspension and is committed to returning to their learning programme after the suspended period; and

ii. written evidence to confirm that employer has agreed the suspension, the length of suspension and requires the Learner to recommence their learning programme after the suspended period. (if applicable)

B126. A suspended period of learning cannot be applied as a mechanism to manage contractual requirements, e.g. in relation to meeting Contractor review timescales.

B127. It is not routinely acceptable to apply a suspended period of learning where the Learner is still in work but is struggling with the commitments of the Apprenticeship Programme (e.g. due to study or employment workloads). In this situation, the Contractor would be expected, in the first instance, to work with the learner/employer to ensure the apprentice remains on his/her programme. In addition, Contractors must ensure that both employer and Learner expectations of the apprenticeship are managed at the outset. Prior to entry it is incumbent on the Contractor to ensure that the learner and the employer understand the commitment, e.g. in relation to off the job training, on the job support, engagement with the provider for assessments/reviews, etc.

B128. It is expected that a suspension will normally apply where a Learner is absent from their place of work for an extended period of time and plans to continue learning once they return to work.

Acceptable reasons for suspension are:

i. Learner illness.

ii. Maternity leave

iii. Furlough

iv. Personal reasons which result in a period of employment absence e.g. bereavement, caring for a sick relative, extended holidays

v. Termination of employment (where the contractor is unable to continue the learning programme within centre; please see also **B80** for further guidance.)

vi. Other reason for Suspension - should only be used where none of the other valid suspension categories apply (e.g. paternity leave, or suspension from work initiated by the employer) This will automatically be audited by Medr to assess that the reason for suspension is valid.

vii. Exceptional suspension whilst continuing to attend the workplace - where both the employer and learner agree that a temporary suspension of learning is necessary. This type of suspension may only be approved and used once during the learner's programme (See **B129** for further guidance)

B129. A learner who continues to attend the workplace during the suspension period may be suspended from their programme for up to a maximum 13 weeks (as per B128 vii). Approval for this suspension type must be sought in advance (as per B132). In exceptional circumstances and where both the employer and the learner are in agreement, a learner who remains in work may be suspended from their programme for up to 13 weeks. In this scenario, the suspension must be formally approved by the Client in advance. This should be recorded on LLWR Suspension Dataset as 'Other Reason for Suspension' (code 6).Contractors must retain documented evidence of both the justification for the extension and Client's approval.

B130. In recognition of employer practices, where a learner changes employer during their

apprenticeship programme and the new employer requires a probationary period before fully engaging in the apprenticeship, a suspension may be applied for the duration of this probation period. This is permissible under the 'Other Reason for Suspension' category (code 6), provided that:

i. The learner remains employed and intends to resume the apprenticeship once the probation period concludes;

ii. The employer confirms in writing the length and terms of the probation period;

iii. The provider retains documented evidence of the learner's and employer's commitment to recommence learning;

iv. The suspension does not exceed 13 weeks unless formally approved by the Client in advance.

B131. Where the reason for a learner's suspension changes during the suspension period - such as a transition from sickness to maternity leave, contractors must close the existing suspension record and create a new one to reflect the updated reason. The change must be clearly documented, including the date of the change, a new suspension reason code, and supporting evidence. Contractors must ensure that the total duration of the suspension remains compliant with the guidance for each suspension type, and that the learner's status is reviewed accordingly. Clear communication with the learner and employer must be maintained throughout.

B132. Suspension approval requirements and maximum suspension periods are set out below.

The following suspension reason requires approval from the Client:

i. Other (where there are exceptional circumstances and the learner continues to attend the workplace during the suspension period) – up to 13 weeks, which is the maximum permitted suspension period.

The following suspension reasons do not require approval from the Client for the durations indicated:

ii. Termination of Employment of up to 13 weeks

iii. Health / Personal / Other of up to 26 weeks

iv. Maternity of up to 65 weeks

For suspension relating to reasons ii-iv above that require an extension beyond the periods stated, a request for an extension must be submitted and approved by the Client on an exceptional basis (see **B135** for guidance).

B133. If a Learner is suspended from learning they must be given a progress review upon re-entry to learning.

B134. Contractors must have a system in place to demonstrate that learner suspensions are actively monitored and reviewed, ensuring that changes in circumstances are identified, and acted upon in a timely manner through documented contact. Documented contact should be made with the learner and/or employer on a regular basis to review the status of the suspension. Contact frequency should be proportionate to the learner's individual circumstances, the reason for suspension, and the anticipated absence duration.

Examples of proportionate review arrangements

i. a learner submitting multiple short-term fit notes may require more frequent contact than a learner whose absence is supported by a single fit note covering a longer period.

ii. Where a learner is suspended due to a workplace investigation, the contractor may maintain periodic contact with the employer at intervals determined by the expected timescales and progress of the investigation, as deemed appropriate.

iii. Where a learner is absent due to long-term sickness, a contractor may schedule reviews during the period of absence, for example midway through the expected absence and again approximately 4 weeks prior to the anticipated return date.

iv. Where a learner is on maternity leave, contact may be arranged at appropriate points during the leave period and approximately 4 weeks before the planned return to learning.

These are examples only. Contractors are expected to determine and justify review arrangements based on individual circumstances.

B135. Any extension beyond the maximum suspension period as specified in **B132** must be formally approved by the Client in advance and will only be granted under exceptional circumstances. Contractors must retain documented evidence of both the justification for the extension and Client's approval.

Prior to submitting a request to extend (as per **B132**) providers must ensure the circumstances of the suspension are reviewed and that remaining on suspension is the most appropriate course of action until:

i. the learner returns to learning; or

ii. the learner's programme is terminated by the provider; or

iii. the Client declines the extension request.

The following exceptions apply:

iv. Other (where there are exceptional circumstances and the learner continues to attend the workplace during the suspension period, as per B128/vii.): no extension is permitted under any circumstances.

Where a request to extend has been approved by the Client and a further extension period is required, a new extension request must be submitted to the Client for consideration.

B136. Learning must be terminated if there is no likelihood of a return to learning. Should the Learner not return to learning at the end of the period of suspension the Learner will be deemed to have terminated learning. This will take effect from the last working day for which there is evidence that the Learner attended a programme of learning.

B137. Once the Learner's status has been clarified or when the maximum period of suspension is exhausted, the Contractor must update the relevant fields in the LLWR immediately.

B138. For the avoidance of doubt, suspensions relate to the suspension from the Learning Programme and not suspension from individual learning activities.

Suspension Review and Termination Requirements before Contract Year-End

B139. The following requirements apply in addition to those specified in section B125 to B138 and relate specifically to processes to be undertaken before the final measurement month of the contract year (Period 17).

B140. To ensure the accuracy and integrity of published attainment data, apprenticeship providers must implement a structured review process for all learner suspensions. Providers are required to:

- During Periods 14, 15 and 16 of each contract year, conduct formal reviews of all active suspensions that commenced prior to the start of that contract year (i.e. suspensions that were already active on 1 August)

- Ensure that any suspension that has exceeded maximum suspension period as specified in B132 is supported by evidence (as per **B135**)
- Terminate any suspension that has, or will have exceeded maximum suspension period as specified in B132 by the end of Period 17, unless there is robust and documented evidence that:
    - The learner is expected to return to active learning no later than January of the following calendar year, and
    - the Client has approved an extension to this period

B141. This requirement is intended to prevent long-term suspensions from remaining open beyond the final attainment measurement period (Period 17), which can negatively impact published performance data. Providers must maintain clear records of all suspension reviews and decisions, including justification and evidence to support any suspensions retained beyond the maximum suspension period, for audit purposes.

Accreditation and Certification

B142. Accreditation and certification must be supported by submissions to an Awarding Body, in compliance with the relevant internal and external verification systems.

B143. If the apprentice has completed all elements of the framework it would normally be appropriate to show learning as completed. Where the learner is awaiting confirmation of the outcome of Internal Verification or External Verification, the learning should be shown as completed in the LLWR with the anticipated outcome. This outcome should be amended (if necessary) following the verification process.

Progression from one apprenticeship to another

B144. A Learner progressing directly from a Foundation Apprenticeship to an Apprenticeship or an Apprenticeship to a Higher Apprenticeship, or Higher Apprenticeship to a Degree Apprenticeship is counted as a continuing Learner; the Contractor is not required to complete a new enrolment form. Progressions should take place within eight weeks of completion of the lower level framework.

B145. The Contractor must:

i. Check that the information it holds on the Learner is accurate and complete a Change of Circumstance form if any details have changed.

ii. Undertake eligibility checks, if more than eight weeks have elapsed between the end of the first apprenticeship and the start of the next.

iii. Update the Learner's ILP to include details of the new apprenticeship, e.g. start date, expected duration and framework details; taking into account and record any relevant RPA (as per **B71**). It is expected that the ILP will be a working document that is updated to reflect the current position.

iv. Update the Learner's Apprenticeship Learning Agreement (if the employer is the same for both programmes) or prepare new an agreement and SME4 (if the employer is different); and

v. Set up new apprenticeship, Learning Activity and AW records on the LLWR for the new programme of learning,

B146. This information does not have to be physically signed-off by the Learner as long as the ILP has been updated, as outlined above.

Transfer to a new Contractor

B147. When apprentices transfer from one Contractor (the outgoing Contractor) to another Contractor (the new Contractor), it is the responsibility of the new Contractor to ensure the following documents supporting the Learner's eligibility, prior to and at the start of learning, are received from the outgoing Contractor:

i. a copy of the Learner's ILP

ii. evidence of essential skills assessments

iii. copies of all assessments and reviews to date.

This is to ensure continuity of learning and to avoid duplication of any previously completed learning or assessment activities.

B148. The outgoing Contractor must keep the originals of all forms for their own records and enter the transfer details into the LLWR. It is the responsibility of the outgoing Contractor to supply copies of the relevant forms and data to the new Contractor as well as retaining auditable evidence from the new Contractor that the transfer has taken place e.g. an email or letter.

Re-entering Learning

B149. Once a Learner has left learning, re-entry is only appropriate if entry eligibility conditions continue to be met (i.e. the Learner has not become ineligible).

Recording Transfers, Suspensions and Terminations

B150. When a Contractor identifies that a Learner has transferred, completed or ceased learning, either permanently or temporarily, action must be taken immediately to record this through the LLWR online data collection system. The Contractor must ensure that for each Learner who completes or ceases learning the necessary evidence and documentation requirements are met.

Exit Arrangements

B151. The Contractor shall endeavour to ensure that all Learners (including early leavers) have an exit interview to determine options and future career learning needs. Career Choices Dewis Gyrfa shall be notified of all leavers and potential early leavers at least on a monthly basis.

Shared Apprenticeship Model

B152. Shared Apprenticeships increase access in new sectors and improve diversification and acceleration of apprenticeships in existing sectors. Shared Apprenticeships must not duplicate or replace traditional apprenticeships.

B153. A Shared Apprenticeship model is one where apprentices are employed by an employing organisation who is responsible for the recruitment, employment and welfare of the apprentice who completes their apprenticeship at host employers who are not able to offer a full-term apprenticeship but are able to offer the on-job learning required by the Apprenticeship Framework. However, it is expected that apprentices will secure sustainable employment during or on completion of their Shared Apprenticeship.

B154. Shared Apprenticeship starts are allocated on an annual basis to interested lead contractors, are endorsed by Regional Skills Partnerships and can only be delivered through a Financial Schedule. Lead contractors along with employment organisations are responsible for delivery of the Shared Apprenticeship services detailed in the Financial Schedule and the

delivery of all on/off job learning required by the framework is the responsibility of the training organisation who must ensure learning complies with all aspects of this Programme Specification.

B155. Supported Shared Apprenticeships/Supported Apprenticeships provide additional support to apprentices with intensive and wide-ranging employment and learning needs to complete an apprenticeship. Support provided may be through job coaching or other specialist resource. The contract of employment for a Supported Shared Apprenticeship shall be a minimum of 10 hours per week. If Contractors become aware that the number of hours worked /Supported Apprenticeships are amended while in learning, which results in the learners becoming ineligible for funding, the Client must be informed as soon as possible.

Also, only in the case of a Supported Shared Apprenticeship, the need for a diagnostic assessment of essential skills, is waivered provided the contractor can provide alternative suitable assessment evidence that can do this.

B156. Supported Shared Apprenticeship/Supported Apprenticeship learners with a previous highest qualification at Level 6 or above are eligible for a level /Supported Apprenticeships 2 apprenticeship in a different occupational area. The assessment confirming the reason for this learning need must be recorded on the ILP.

Contractor wishing to terminate its Agreement/ Contractor at Risk of Failure

B157. Where a Contractor wishes to terminate its Agreement it should notify the Client in writing.

B158. When an Agreement has been, or is to be, terminated, the Client will write to the Contractor informing it of the following:

- confirmation of the termination date; and
- the fields within the Lifelong Learning Wales Record that require completion for each individual Learner with timescales for completion of these fields.

B159. If a Contractor considers it is at risk of ceasing to trade, it should inform the Client of this risk. It should also supply the following information to askACP@medr.cymru.

- contact details for correspondence
- liquidator details/contact details (if applicable)
- details of where its Learner records are stored and clear referencing method used
- any further information required to enable access to Learner records.

B160. If the Contractor ceases to trade, the Contractor must inform the Client of the name and contact details of its liquidator so that the Client can liaise with the liquidator in order to have access to the Contractor records.

Funding

B161. The Client's Funding Guidance specifies funding arrangements. The Client reserves the right to vary the funding rate for Apprenticeships on the basis of these or other variables as part of the targeting of priorities as it deems appropriate throughout the life of the Agreement. Changes will be notified to Contractors in writing not less than 60 days before the start of the Programme Commission.

Regional Skills Partnerships

B162. The Client is working closely with three Regional Skills Partnerships (RSPs), who have

an instrumental role in identifying the demand for skills across the four skills regions of Wales.

B163. RSPs provide a strategic, regional skills view; identifying priorities based upon labour market intelligence, informed by employer need. They work closely with employers, education providers and other stakeholders across the region to better understand skills shortages and skills gaps.

Regional priorities are captured in published Regional Employment and Skills Plans to inform the deployment of the Client's skills funding.

Section C:

Playwork and CCPLD Apprenticeships

C1. The guidance in this Section applies to the Apprenticeships frameworks listed under C13, previously known as Progress for Success (PfS) programme. The PfS concluded on 31 July 2023. All requirements and conditions stipulated for the Apprenticeship programme apply to these frameworks, except where specified otherwise below.

C2. Contractors must prioritise the up-skilling of practitioners that need to achieve Level 2 accreditation, prior to undertaking a Level 3.

C3. Contractors are responsible for assessing whether participants require a Level 2 qualification prior to undertaking a Level 3 qualification.

C4. – C8. - Removed

C9. For self-employed registered child-minders, contractors will need to be assured that appropriate checks and balances are in place to conduct assessments. It is a contractor's responsibility to make sure that a self-employed participant has the requisite skills to function in the vocational area. For further eligibility criteria for self-employed learners please follow the B41.

C10. Removed.

C11. Learners will be required to undertake the full Apprenticeship Framework; however,

Contractors will be required to ensure that learners are given sufficient time to complete the framework due to the reduced number of hours practitioners will be in work and on the job.

Eligibility

C12. All participants must be undertaking a Level 2 or Level 3 Apprenticeship Framework; all evidence and eligibility requirements are consistent with the Apprenticeship Programme. However, in addition to these requirements Contractors must ensure the following is evidenced prior to a participant being accepted onto training:

a) Learners have to be employed in an early years, childcare or play setting and have a contract of employment which is at least 10 hours per week (minimum) . If Contractors become aware that the number of hours worked are amended while in learning; which results in the learners becoming ineligible for funding, the Client must be informed as soon as possible. Employment would ideally be with a single employer but a Shared Apprenticeship may be permitted on a case by case basis and be agreed by the Client prior to commencing.

b) Learners can be employed in a registered or non-registered settings; however, non-registered setting must be able to demonstrate that they are working towards registration with Care Inspectorate Wales (CIW).

c) Removed

d) Removed

e) Contractors are responsible for ensuring that only eligible learners are enrolled on a Foundation Apprenticeship or Apprenticeship in CPLD and Playwork. The eligibility of a learner must be established and evidenced before the start of their programme of learning. This should include the practicality of not providing a place to any learner

who may be unable to complete their programme of learning, including those who may be likely to leave their employment permanently during the expected duration of the programme.

f) Removed

g) Learners must be aged 18 and over.

Eligible Frameworks

C13. Apprenticeship Frameworks under this section are:

- Level 2 Playwork Apprenticeship.
- Level 2 Childcare Play Learning and Development (CPLD) Apprenticeship.
- Level 3 Playwork Apprenticeship.
- Level 3 Childcare Play Learning and Development (CPLD) Apprenticeship.

Participants who have completed a CCLD Apprenticeship Framework at Level 2 or 3, will not be eligible for further funding via the Apprenticeship programme to complete a Playwork apprenticeship at the same or lower Level.

If Providers feel that there are instances where learners will need to complete the full framework at the same level, then we will require a business case to support this, which we will then consider.

Data Returns

C14. From 1 August 2023 Contractors are no longer required to complete LLWR Field LP51 with an entry of PFS for each Learner. All LLWR fields are to be completed in line with the requirements for an Apprenticeship Programme.

Funding and Support Cost Guidance

Introduction

D1. This section outlines how the funding mechanism will operate for apprenticeship learning from 1 August 2021. It also sets out the transitional funding arrangements which will apply for learners on apprenticeship programmes in 2020/21, who will be continuing in learning after 31 July 2021. The funding mechanism will operate within the constraints of the volumes agreed in provider contracts. This means that the Client will be under no obligation to pay for any fundable delivery described in this document which exceeds the Commissions value that can be delivered within a provider's contract.

D2. Details of the funding in relation to Learner Support arrangements are also set out within this section.

Apprenticeship Allocations Methodology

Aims and principles

D3. This methodology will allocate circa £115m of funding (the total budget is subject to the Client's decision) to successful tenderers in 2021/22 and explains how the methodology will be applied in subsequent years.

D4. The key aims and principles of the Apprenticeship Commissioning Programme and of this allocation methodology are:

i. To deliver a **compliant, clear and transparent** allocation process.

ii. To ensure the delivery of a quality Apprenticeship programme from **August 2021** onwards.

iii. Ensure distribution of Apprenticeship **provision across all regions** whilst being flexible enough to meet national employer demand within the available budget.

iv. To **minimise the displacement** of current apprentices as they continue their learning under the new framework.

How do we achieve our aims?

Delivery of a compliant, clear and transparent allocation process

D5. The delivery of a compliant, clear and transparent allocation process is vital. We have worked closely with lawyers and procurement colleagues to develop an assured methodology.

Quality

D6. Quality delivery is fundamental. We will require tenderers to pass all qualification questions and meet a minimum overall technical question tender score of 80% to progress to the

allocations stage.

D7. Tenderers will automatically fail the tender if one or more answer to any technical question falls below 60% ('moderate concerns' or 'major concerns'), i.e. Any question response being assessed with a score of 40% or lower will immediately fail the tender bid.

D8. All providers:

(a) passing all Qualification questions

(b) passing the overall 80% quality threshold for all scored questions; and

(c) Scoring no less than 60% on any of the scored questions will be considered for an allocation using the following process.

There is no restriction to the number of tenderers that may meet the above quality threshold. All those meeting the quality threshold will be considered for an allocation, however there is no guarantee that all tenderers meeting the required total pass score will be offered a commission (paragraph D30 refers).

Securing Regional Provision for New Starts

D9. The allocation methodology must ensure delivery to the four regions of Wales (North, Mid, South West and South East).

D10. This regional approach will aim to ensure delivery to Wales' hardest to reach rural areas while being flexible enough to meet the demand of our largest national employers. Successful Contractors will be allocated, where appropriate, funding for carry over learners. The remaining budget will be allocated pro-rata by region with a 10% flex (for new starts) to enable Contractors to deliver in other regions e.g. to service pan-Wales employer needs (options appraisal for how displaced learners could be considered is referenced at Annex 1).

Minimising Displaced Learners

D11. Procuring a new network of Contractors creates the risk of displaced learners. That is, current learners may find that their current provider is unable to continue their learning, due to being unsuccessful in the procurement process, and will need to move to another provider to complete their apprenticeship. This outcome can be destabilising for both learner and employer and, in some cases, may lead to learner disengagement or part qualified learners – resulting in a wasted investment and loss of skills. For these reasons, it is imperative that an allocations process minimises learner displacement.

D12. To achieve this, we will distinguish between Legacy Providers and New Providers (see definitions below). Following analysis of 2017/18 and 2018/19, the financial cost of carry over learners has been forecast at an average of 54% of the 2021/22 contract value. Therefore, for a Legacy Provider that is a successful tenderer, c54% of its 2020/21 contract value will be allocated for its continuing learners, negating the need for any unnecessary transfer of learners. 2019/20 data will not be used due to disruption to learning due to Covid-19 and the consequent impact on data.

D13. Displaced learners from unsuccessful tenderers holding a current Apprenticeship commission will be distributed between both successful Legacy and New tenderers keeping re-distribution costs to a minimum (see options appraisal at Annex 1).

How will tenderers be considered?

D14. Throughout this document tenderers will be categorised and referred to as either Legacy or New Providers:

A **Legacy Provider** is defined as:

- An existing provider that holds a direct 2020/21 Apprenticeship commission with the Client.

A **New Provider** is defined as:

- Any tenderer that does not have a direct 2020/21 Apprenticeship commission with the Client.

Setting an entry value for New Providers

D15. There is a requirement to distinguish between Legacy Providers and New Providers during the first contract year to account for:

a) the allocation of carry over learners from current 2020/21 Apprenticeship commissions to Legacy successful tenderers; and

b) to enable New Providers the opportunity to access the network.

D16. From the commencement of the second contract year onwards, there will be no distinction in the process followed for Legacy and New Providers:

a) all Contractors will have an annual commission value for carry over learners into 2022/23; and

b) within available budget, new starts will be allocated to any Provider based on The Client's priorities at the time and commission holder performance.

D17. The maximum value for new starts allocated to each New Provider during the first contract year will be £1.7m.

D18. The £1.7m maximum new start contract value is based on the average of the bottom two quartiles of anticipated new start contract values (using 2019/20 commissions). Basing the average on the bottom two quartiles concentrates on the commissions of a mix of medium and smaller current providers resulting in a maximum allocation which the Client has determined to be fair and of sufficient value to encourage New Providers. Analysis found that including the commissions of larger, well-established providers would increase the average new start value to a level which creates undue risk to potentially thousands of apprentices and their employers should a New Provider fail to deliver the contract for any reason.

D19. The minimum new start contract value for all Contractors will be set at £1m. The Client has determined that this provides a reasonable and manageable initial allocation for Contractors. In addition to Contractor considerations, the Client has limited resource to undertake the necessary contract management and audit functions. Setting a minimum contract value for new starts of £1m will ensure a sufficiently manageable network.

Instructions for Bidding

D20. Organisations cannot tender for a direct contract in addition to being included as a consortium member in another bid. For clarity, providers can bid as a lead provider or a consortium member but not both. Any relationships that are either anti-competitive or an abuse of market power are prohibited by the Competition Act 1998 may be prosecuted by the Competition and Markets Authority.

How the allocations methodology works?

New apprenticeship starts

D21. After funding has been assigned for continuing and displaced learners (paragraph D41 refers) the remaining budget will be allocated for new starts.

D22. To do this the following principles will be applied:

(a) Providers are not required to bid for specific **occupational sectors** as part of the tender. However, tenderers will be asked to identify intended delivery sectors to enable allocation of displaced learners as described below.

(b) The Programme Specification will advise of the Client's priorities for Apprenticeship delivery; when annual commissions are issued, these priorities will be updated to reflect any changes in these priorities.

(c) **Regional Allocations** will be used to ensure proportionate coverage in each of our regions. Tenderers will need to declare the region(s) they wish to bid for and if successful they will be contracted to deliver in these regions (as detailed in paragraph D23).

(d) **Regional Values** will be based on available budget for new starts and will be pro-rated as follows:

Region	Composite Local Authorities	Learner %
North Wales	Conwy, Denbighshire, Flintshire, Gwynedd, Isle of Anglesey, Wrexham.	21% (c£9.66)*
Mid Wales	Ceredigion, Powys.	6% (c£2.76m)*
South West Wales	Carmarthenshire, Neath Port Talbot, Pembrokeshire, Swansea.	24% (c£11.04m)*
South East Wales	Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Merthyr Tydfil, Monmouthshire, Newport, Rhondda Cynon Taf, Torfaen, Vale of Glamorgan.	49% (c£22.54m)*

* It should be noted that values provided above are only estimates, based on historical information, and are not guaranteed.

(e) **Tenderers will be able to use up to 10% of their regional new start allocation within other region(s):** This percentage has been estimated on similar flex used during the lifetime of the previous Framework e.g. for cross region delivery to all-Wales employers. Contractors may use this flex as they wish. The Client reserves right to adjust this proportion over lifetime of programme in increments of 3-5%.

(f) The flex will negate the need for Contractors to seek the Client 's permission to deliver in regions not on their annual commission (which is the current practice) and enable agile delivery including but not limited to:

a. Delivery by one Contractor to employers located in multiple regions.

b. Contractors identifying and filling gaps in provision in uncontracted regions.

c. Contractor delivering specialist provision.

(g) **A 10% growth cap on Legacy providers:**

i. The Client will assume a maximum 10% growth capacity for new starts in year one. It follows principles applied at the previous tender to sensibly limit growth. This 10% cap is risk and evidence based; it is founded on our confidence of providers to grow at a responsible pace.

ii. The cap will apply to the allocated contract value for new starts (pan Wales) when compared with the potentially fundable value for new starts in 2018/19 or 2017/18 (whichever is the greatest), uplifted where applicable in respect of the new funding bands to be applied to new starts from 2021/22. This is referred to as the 'baseline' allocation.

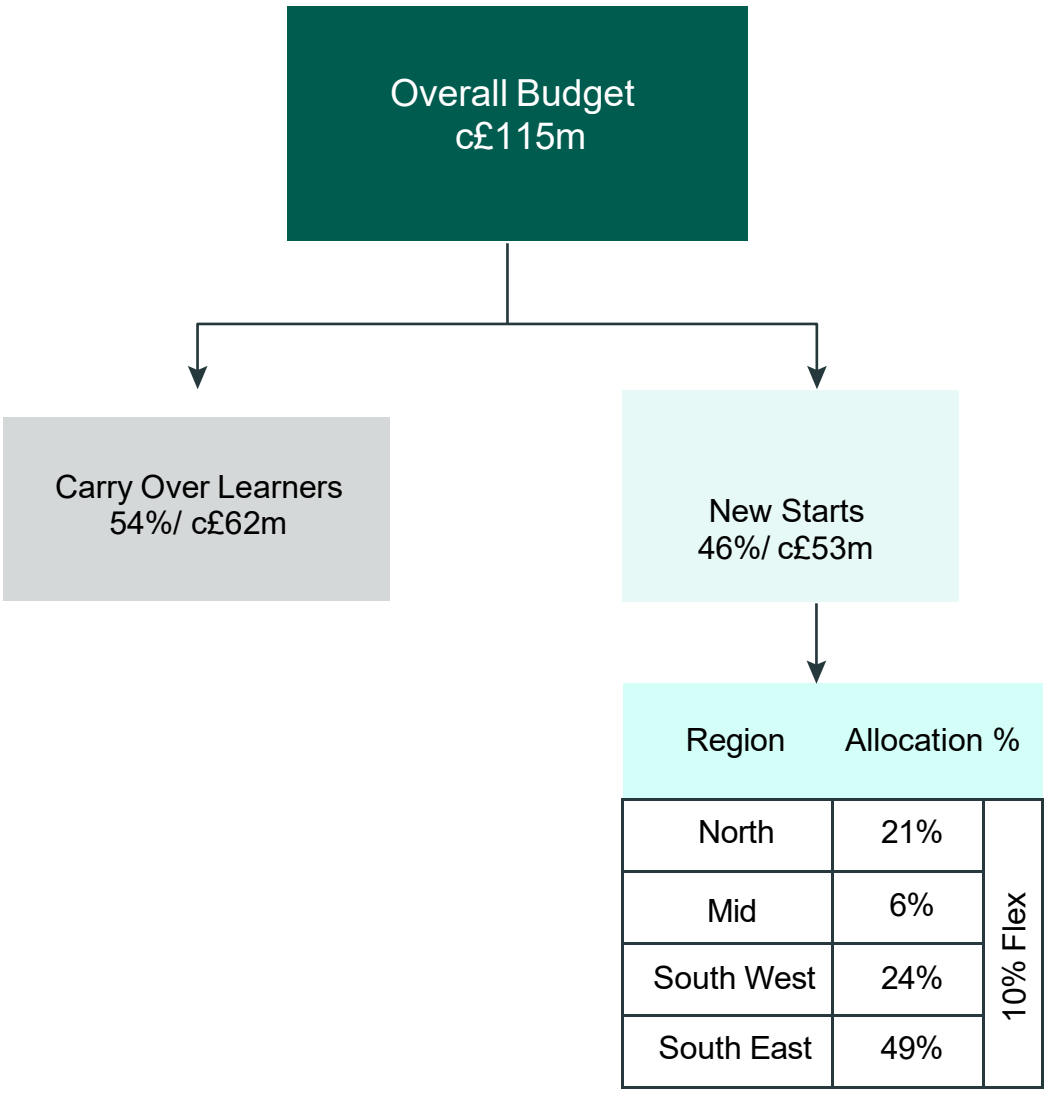
iii. Depending on the outcome of the tender, the value determined for apprenticeship starts within any one **region** may be more than 110% of its historical start value within this region.

iv. However, the **overall new start contract value** for each Legacy Provider will be capped at the greater of 110% of the baseline value or £1.7m.

(h) **A maximum new start allocation of £1.7m** for new Providers.

(i) **A minimum new start allocation of £1.0m** for all Contractors.

Summary Flowchart:



Region	Allocation %	
North	21%	10% Flex
Mid	6%	
South West	24%	
South East	49%	

How principles will apply to providers:

Allocation format and required information from tenderers

D23. All tenderers will be required to map their intended new start provision by region in a format similar to the example given below as part of the e-tender process:

		Regions			Total
	SE	SW	M	N	
Planned Proportional Delivery	50%	40%	10%	0%	100%

D24. The above will inform the baseline allocations.

(a) For New Providers, the proportions will be applied to the maximum contract value for new starts of £1.7m as shown in the example below

		Regions			Total
	SE	SW	M	N	
Initial Contract Value	£850,000	£680,000	£170,000	0%	£1.7m

(b) For Legacy Providers, the proportions will be applied to the provider's overall baseline value (at the greater of 110% of the baseline value or £1.7m) to determine regional baselines.

D25. All providers will be required to deliver a 90% minimum of their regional contract value, the remainder of the baseline allocation (up to 10%) may be delivered flexibly and form part of contract management analysis.

Allocation Specifics

D26. To calculate a new start allocation for each provider within each region:

(a) The budget available for new starts will be determined on a regional basis.

(b) The allocation offered to each provider will be determined by its total pan Wales value (detailed at paragraph D27).

(c) Where the regional start budget is sufficient to support all baseline bid values, each provider will be allocated their baseline bid value in the first instance.

(d) Any remaining budget for the region will then be shared amongst the providers for that region and each provider's allocation will be proportionate to their baseline bid value.

(e) Where the regional budget is insufficient to support all baseline values, each provider's baseline will be reduced proportionately against their baseline bid value to fit the available budget.

D27. Determine the overall new start allocation:

(a) The regional allocations for each provider is aggregated to give a pan Wales

allocation. Noting that this applies to **new starts only** and excludes any allocation of displaced or carry over learners;

this is then compared to the pan Wales baseline for the provider to ensure that the following conditions are met:

i. The pan-Wales offer for a **Legacy Provider** will not be offered a contract value for new starts which is more than 110% of its baseline value or £1.7m, whichever is higher.

ii. The pan-Wales offer for a **New Provider** is not offered a contract value for new starts of more than £1.7m (paragraphs 14 to 19 refer).

iii. **No bidders** will be offered a pan-Wales contract value for new starts of less than £1m.

D28. If the processes outlined in this paper derives an allocation of new starts to any provider in excess of 110% of that provider's baseline value or £1.7m (paragraphs D27(a)(i) and (ii) refer), then:

i. The excess contract value will be removed from each regional allocation where an increase is identified, subject to anticipated regional demand being met.

ii. The allocation which has been 'reclaimed' at a regional level will then be awarded (if possible) proportionately to each tenderer's baseline value, to any provider/s in the region who have not already exceeded its overall allocation ceiling.

iii. Any reclaimed allocation that cannot be redistributed will be retained and allocated to the highest scoring tenderer for that region subject to receipt of a robust business case demonstrating the provider's ability and capacity to accommodate new starts up to the value of the increased funding available. In the event there are joint ranked tenderers that are both (all) able to demonstrate they have the ability and capacity to accommodate new starts up to the value of the additional funding, the allocation will be divided between the providers proportionate to each provider's baseline value.

D29. If, following the processes outlined in this paper, bids do not meet the value of funding available for new starts for a region, any unused allocation will be retained and allocated to the highest scoring tenderer for that region subject to receipt of a robust business case demonstrating the provider's ability and capacity to accommodate new starts up to the value of the funding available. In the event there are joint ranked tenderers that are both (all) able to demonstrate they have the ability and capacity to accommodate new starts up to the value of the additional funding, the allocation will be divided between the providers proportionate to each provider's baseline value.

Example Allocation: New Starts SE

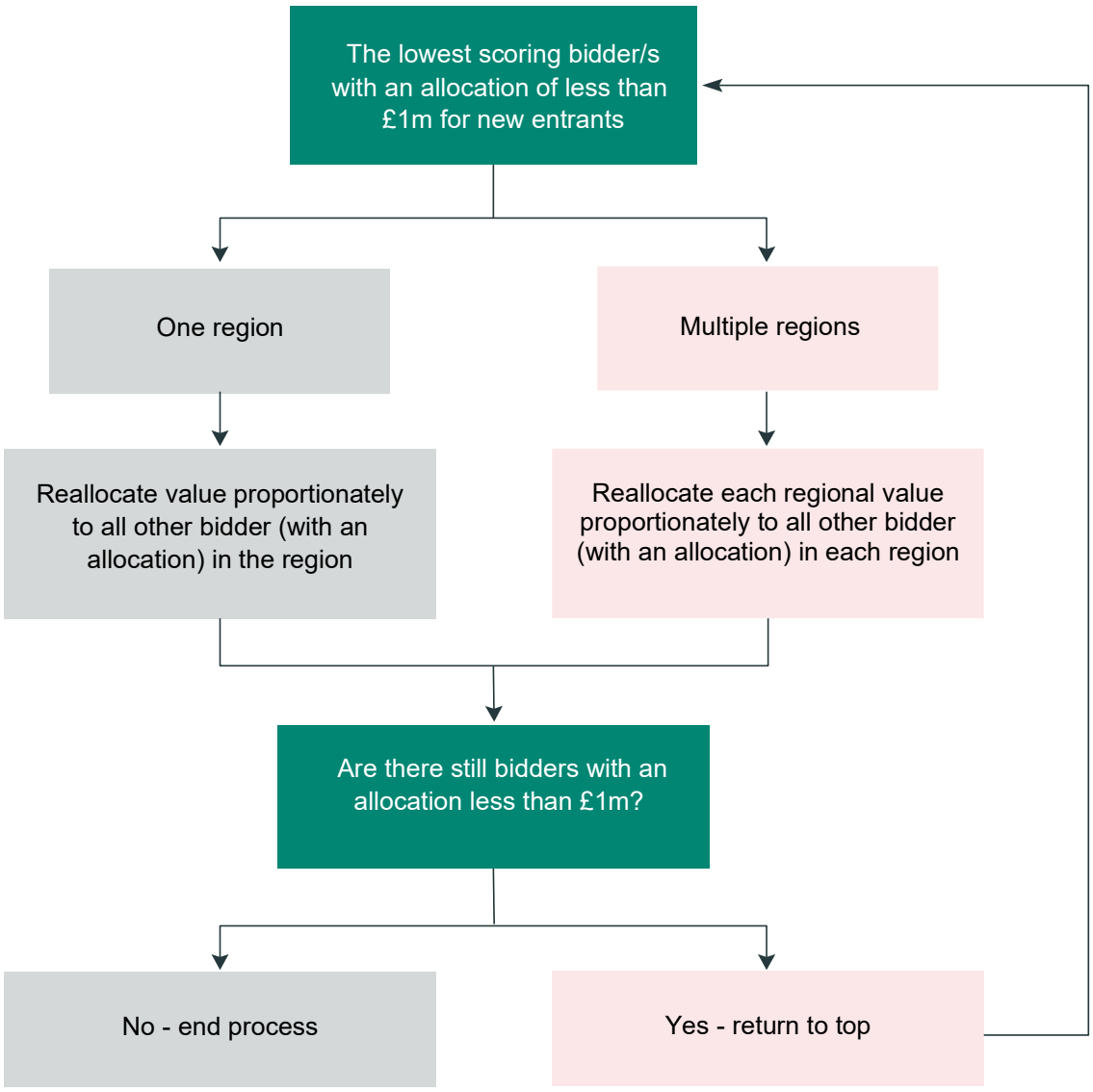
Overall Budget: c£115m				
New Start Budget: c£52.9m				
South East Budget: c£25.9m				
Provider	**19/20 New Start Allocation**	**+10% Growth**	**SE Applied for**	**Pro-rated Allocation**
Legacy 1	4.5	4.95	n/a	**4.41**
Legacy 2	4.0	4.40	n/a	**3.92**
Legacy 3	3.7	4.07	n/a	**3.62**
Legacy 4	2.8	3.08	n/a	**2.74**
Legacy 5	4.2	4.62	n/a	**4.11**
Legacy 6	4.2	4.62	n/a	**4.11**
New 1	n/a	0.00	1.70	**1.51**
New 2	n/a	0.00	1.70	**1.51**
Total	**SE Legacy + SE New = £29.14 m**			**25.9**

*rounding adjusted for illustrative purposes

Allocation threshold

D30. The Client will not award a contract for delivery where the overall (pan-Wales) value of the annual commission is less than £1m for new starts. For the Apprenticeship Commissioning Programme the Client has set a policy of contracting with organisations with a new start value of at least one £1m. Rationale for setting this minimum threshold is included within paragraph D19.

D31. If there are one or more tenderers that fall below the £1m threshold, we will seek to reallocate these tenderers' award values, starting with the lowest scoring tenderer with a value of less than £1m until all remaining tenderers achieve the threshold of £1m. It is unlikely that a situation would arise where a tenderer has reached its maximum allowed commission value, but this process will limit allocation to previously declared maximum values. See below:



Example Scenario – where first allocation derives offers of less than £1m.
Example is based on £20m bid with £11m available allocation.

Provider	Tender score	Bid (£m)	Allocation Pro rated at 45% (£m)		Result (£m)
A	100%	£5.00	£2.75	Process applied between 8 providers all scoring above 80%	2.88
B	100%	£3.00	£1.65		1.78
C	95%	£2.50	£1.38		1.51
D	95%	£2.20	£1.21		1.34
E	90%	£2.20	£1.21		1.34
F	90%	£1.70	£0.94		1.07
G	85%	£1.70	£0.94		1.07
H	**80%**	**£1.70**	**£0.94**		**Unsuccessful**

*rounding adjusted for illustrative purposes

D32. If there are no successful providers in a region, the Client will re-procure for provision for that region.

D33. The above requirements will be clearly stated in the Tender Specification. Every provider who passes the threshold will receive an allocation (subject to the constraints stated above).

Priority Delivery Targets

D34. Annual Apprenticeship Commissions for tenderers who receive a Framework Agreement will contain targets for regional and national delivery, taking into account age, occupational sector and level of delivery. Regional priorities will be influenced by 3-year Regional Skills Partnership Plans while also taking into account the needs of Welsh Government Policy.

D35. In year one, discussions will be held with each Contractor to ascertain how it will meet the identified priorities. These discussions will form the basis of a rigorous performance management process.

D36. Annual commissions will contain specific targets to ensure a minimum of delivery within each region whilst also allowing some flexibility for pan Wales provision. The Client currently targets Contractors to achieve, for example, minimum thresholds for learner outcome results, learner starts in priority sectors, learner starts in priority age groups, etc. However, these may change going forward in line with Ministerial Priorities.

D37. The proportion of contract value that is expected to be directed toward priority delivery is likely to change over the lifetime of the Programme in order to keep pace with emerging priorities.

New Demand

D38. Where demand is not being met by the network, Contractors are expected to expand their delivery or engage with new Sub-Contractors to enable delivery. Those Contractors established within certain sectors and/or employers will be expected to engage in new and complementary areas.

D39. The provider network as a whole is expected to collaborate to meet the demands of each region, sector and employer.

D40. In those instances where the Client is required to instigate new delivery it will initially approach those Contractors with the best sector and/or regional match and refer an employer for delivery. Where more than one Contractor provides a suitable match, the employer will be referred to all suitable Contractors. In those cases where a Contractor is required to deliver new apprenticeship provision, in the first year of delivery the highest scoring Contractor at tender will be obliged to deliver. From the second year and onwards, the Contractor with the highest published learner outcomes will be initially approached.

Carry Over Learners and Legacy Providers

D41. Legacy successful tenderers will be assigned a financial value to support its carry over learners.

D42. All successful Legacy Providers are obliged to ensure all carry over learners continuing their learning on and beyond 1 August 2021 are supported to the successful completion of their Apprenticeship, including progression to a higher level where relevant.

D43. The number of carry over learners will be unknown until the end of the tender process. However, the cost of carry over learners will be estimated at 54% of the provider's 2020/21 contract value, noting that:

a. This initial assignment for carry over learners will incorporate a value for all legacy Sub-Contractors/ consortium members irrespective of future arrangements. This approach is applied on the premise that all continuing learners are the responsibility of the lead Contractor.

b. Where a former consortium member or Sub-Contractor of a legacy lead provider is successful within this tender, the legacy lead provider will need to decide how to deal with this former consortium member/Sub-Contractor's continuing learners. If both parties agree that the learners should remain with the consortium member/Sub-Contractor then both parties will determine a value for the learners. This agreement should be communicated to the Client who will make the necessary allocation adjustments.

Displaced Learners

D44. It is mandatory for successful Contractors to take on displaced learners if required, refusal to do so will be considered a material breach of its commitments in its bid.

D45. This requirement does not necessarily require Contractors to directly deliver within new occupational sectors, but they will be required to ensure that displaced learners are placed with a sub-contracted organisation that can continue to deliver their programme. This process needs to be as seamless as possible for both learner and employer.

D46. Where an existing Contractor is unsuccessful at tender, a value will be determined for its displaced continuing learners and will be allocated using the following principles:

(a) The placement process will be as learner centric as possible. The Client will endeavour to reach the best sector and regional match on behalf of each continuing learner and their employer. To achieve this, providers will be asked to identify intended delivery sectors for displaced learners during the tender process. Subject to

the processes described in the following paragraphs, where more than one successful Contractor fits the displaced learners' region and sector profile, the initial allocation of displaced learners will be to the highest scoring Contractor.

(b) To ensure the number of displaced learners allocated to any single Contractor is manageable, allocations of displaced learners will be capped at a value of no more than 10% of the annual contract value awarded to that Contractor (the **"Cap"**). This Cap will only be exceeded by exception and in accordance with the processes described in (c) and (e) below.

(c) Where a Contractor within a region represents a regional and sector match to the displaced learners, the Client reserves the right to allocate displaced learners in excess of the Cap where it is confident the Contractor can accommodate the relevant number of displaced learners.

(d) Where, for whatever reason, the Client does not utilise the process described in (c), the following process will be implemented:

i. displaced learners up to the value of the Cap will be allocated to the highest scoring Contractor (identified in accordance with (a))

ii. remaining displaced learners will be allocated to Contractors that represent a regional and sector match and allocation will take place in the order of ranking for tender scores (highest to lowest scoring Contractors). Where displaced learners remain, they shall be allocated to Contractors that offer a regional match. Again, the allocation amongst these Contractors will

be in the order of ranking for tender scores (highest to lowest scoring Contractor). All allocations will be subject to the Cap.

(e) Notwithstanding the application of clause (c) above, where the number of displaced learners allocated would exceed 10% of the total contract value distributed to all Contractors within a region, the Client would seek to secure provision for these learners post contract award with the highest scoring Contractor that provides displaced learners with the optimum regional and sector match. The allocation of displaced learners will be subject to receipt of a robust business case from the Contractor demonstrating the Contractor's ability and capacity to accommodate the additional learners. In the event there are joint ranked tenderers that are both (all) able to demonstrate they have the ability and capacity to accommodate additional displaced learners, learners will be divided between the Contractors proportionate to each Contractor's baseline value. Displaced learner allocations will feed a Contractor's allocation baseline for the following year.

D47. The number of displaced learners will be unknown until the end of the tender process. The Client therefore reserves the right to revise the final methodology for managing displaced learners once the landscape is fully known. However, the methodology will follow similar principles as those outlined above and will be subject to procurement, legal and ministerial clearance.

In addition:

Future years

D48. In the second year and subsequent years, allocations will be made to all contract holders to secure sufficient provision for carry over learners into the following contract year.

D49. Future allocations will be made based on available budget and will reflect each contractor's delivery against contracted priorities and performance targets.

D50. Should there be a requirement to manage displaced learners due to Contractor failure at

any time from 1 August 2021, consideration will be given to (a) latest contract management quality and performance data, (b) sectoral and regional match and (c) if before 1 August 2022, tender score. The allocation of displaced learners will be subject to receipt of a robust business case from the Contractor demonstrating the Contractor's ability and capacity to accommodate the additional learners. In the event that Contractors are equally matched in relation to the criteria, learners will be divided between the Contractors proportionate to each Contractor's baseline value.

D51. In the second year and subsequent years, the allocation and/or redistribution of any reclaimed or additional funding in–year will be offered to all Contractors (unless there are concerns in relation to the Contractor's contract management quality and performance data). Available funding will be divided between eligible Contractors in proportion to each Contractor's baseline value. Allocations will be made subject to receipt of a robust business case from each Contractor demonstrating its ability and capacity to accommodate the additional delivery.

Management Fees

D52. The current network has expressed concern regarding the level of management fees some lead providers demand. To ensure transparency, Contractors must publish on their website a broad statement of the approach taken to subcontracting. This should include all services you will provide when doing so and how associated costs are determined.

Funding bands

D53. From August 2021, we introduced a new programme-based approach to funding based on 16 funding bands, ranging in value from £3,192 to £19,368. This applies for both new starts from 1 August 2021 and those learners that will be continuing in learning after 31 July 2021.

D54. The aim of this approach is to simplify the payment process and make it easier for Contractors to plan and monitor their funding income. It should also make it easier for employers and other interested parties to understand the funding model.

D55. Paragraphs D60 to D62 of this guide detail the new funding bands and how they will operate.

Minimum Qualifying Period

D56. The Client expects providers to be mindful of the financial impact of early learner withdrawals. Historically, around £2 million has been spent annually on apprenticeship programmes where learners withdraw before completing 8 weeks, equating to an average cost of £744 per programme.

D57. To ensure more effective use of the Apprenticeship budget, a minimum qualifying period of 8 weeks applies to all apprenticeship starts.

Minimum Expected Duration

D58. From 1 August 2021 we set a minimum expected duration for each Apprenticeship Framework. These were based on findings from the review and from historical data for completed learners.

D59. For all new starts, learners will need to be in-learning for the equivalent of 80 percent of the expected duration in order to draw down the full framework funding value. Where a learner completes in less time than the minimum expected duration, funding will be adjusted based on the expected minimum duration and the actual number of months of learning in which have taken place.

Funding Bands

D60. Each framework currently delivered has been assigned to a new funding band. To access and view the funding bands and the values, please follow the instructions in the Annex C.

D61. Details of the allocation of individual frameworks to funding bands, together with the minimum expected duration for each individual framework, are set out at Annex B to this guide.

D62. Each band value is apportioned across three headings: entry funding, delivery funding and achievement funding. The breakdown of funding for each band is shown at Annex C.

Entry Funding

D63. Funding for entry activities is designed to reflect the initial assessment, assessment of prior achievement and learning, provision of advice and guidance in relation to choice of study programme, diagnostic assessment of a learner's support needs, identification of specific requirements, and appropriate induction.

D64. From 1 August 2021, each new learner will qualify for an entry payment, which will be paid when the learner commences his/her apprenticeship and Contractors will need to retain evidence to show that the initial assessment using approved diagnostic tool has been undertaken.

Delivery Funding

D65. Delivery funding is designed to reflect the cost of delivering the key learning elements in each framework. The amount of delivery funding varies for each funding band and is inclusive of funding for Essential Skills delivery. Delivery funding will be paid monthly, with monthly payments based on the minimum expected duration set for each framework.

D66. Delivery funding is only payable where a learner meets the minimum qualifying period for funding. If an apprentice leaves before the 8 week mark, we will reclaim any delivery funding which has been paid for that learner.

Attainment Funding

D67. For funding purposes, attainment is defined as the successful completion of an Apprenticeship Framework. Whilst there is no directly attributed additional costs to the attainment of a framework, each funding band includes an element of incentive or reward for Contractors leading learners to complete their framework.

D68. Under the apprenticeship funding model, attainment is set at 3 percent of the entry and delivery funding value for each funding band. This will be paid when the learner successfully completes his/her framework and this is appropriately recorded on the LLWR. No additional funding will be paid for the attainment of individual qualifications.

Welsh Medium and Bilingual Delivery

D69. In addition to the funding set out above, it is anticipated that the funding model will apply an uplift for provision which is delivered bilingually or through the medium of Welsh.

D70. The Client will review the use of uplift funding for Welsh medium and bilingual apprenticeship provision. The review will inform decisions on future levels of funding and any monitoring requirements to account for the use of these funds.

Payment Mechanism

Learners commencing programmes on or after 1 August 2021

D71. Entry funding will be paid when the learner commences his/her learning programme.

D72. Delivery funding will be apportioned based on the minimum expected duration for each framework (as set by the Client). This minimum expected duration will be used to derive the monthly delivery funding value for each framework, which is set out for information at Annex B.

D73. Attainment funding will be paid when the learner has achieved his/her Apprenticeship Framework and this is recorded at LLWR field AW23 (Attainment) and an entry of 'LDKKFRAM' is recorded in AW08.

D74. If an apprentice leaves before the minimum qualifying period for apprenticeship programmes (i.e. before the 8 week mark), you will not receive any delivery funding for the learner. If you have already received delivery funding in a previous month before recording the actual end date on the LLWR (LP55), this funding will be reclaimed. This only applies for learners commencing programmes on or after 1 August 2021.

D75. In the example below, an apprentice starts on a Foundation Apprenticeship in Business and Administration with a minimum expected minimum of 15 months[5]. For illustrative purposes, it will also be assumed that the learner achieves all of the Apprenticeship Framework requirements.

Example 1[6]

		Entry Funding £	Delivery Funding £	Attainment Funding £	Total Funding £
2021/22	Aug	250	264		514
	Sep		264		264
	Oct		264		264
	Nov		264		264
	Dec		264		264
	Jan		264		264
	Feb		264		264
	March		264		264
	April		264		264

[5] This is the minimum expected duration set by the Client

[6] Minor arithmetical inconsistencies may occur due to rounding

	May		264		264
	June		264		264
	July		264		264
2022/23	Aug		264		264
	Sep		264		264
	Oct		264		264
		126		126	
Total		**250**	**3,964**	**126**	**4,340**

D76. The total maximum funding for this framework is £4,340. Delivery funding will be paid in 15 equal monthly payment of £264 (the monthly delivery funding value) and attainment funding is paid at the end when the learner achieves the framework.

Early Withdrawals

D77. The guidance set out above assumes that the learner completes their apprenticeship (within the expected time). However, where a learner withdraws before completing the apprenticeship the delivery funding will be adjusted based on the expected length of the apprenticeship (expressed in months) and the actual number of months of learning in which have taken place.

D78. In the following example, an apprentice starting on a Foundation Apprenticeship in Business Administration (with a minimum expected duration of 15 months) withdraws from their programme of learning after 13 months. The maximum funding band value for this framework is £4,340 and the monthly delivery funding value is the same as that set out at paragraph D75 above.

D79. The total amount of funding payable for this apprentice is now £3,685. The difference between the amount payable in Example 1 reflects the adjustment in the delivery funding for the 2 months of learning which did not take place and absence of any attainment funding as a consequence of the learner not achieving the framework.

Example 2[7]

		Entry Funding £	Delivery Funding £	Attainment Funding £	Total Funding £
2021/22	Aug	250	264		514
	Sep		264		264
	Oct		264		264
	Nov		264		264
	Dec		264		264
	Jan		264		264
	Feb		264		264
	March		264		264
	April		264		264
	May		264		264
	June		264		264
	July		264		264
2022/23	Aug		264		264
	Sep				
	Oct				
Total		**250**	**3,435**		**3,685**

Example 3

D80. If an apprentice starting on a Foundation Apprenticeship in Business Administration (with a minimum expected duration of 15 months) withdraws from their programme of learning after 7 weeks. The band value for this framework is £4,340 and the monthly delivery funding value is £264.

D81. The total amount of funding payable for this apprentice is now £250 (as of CY 2021/22). This is because the learner did not meet the minimum qualifying period for delivery funding. The learner will, however, qualify for entry funding of £250.

Early Completion

D82. Where a learner achieves his/her apprenticeship before the minimum expected duration,

[7] Minor arithmetical inconsistencies may occur due to rounding

any remaining delivery funding will only be paid where the learner has reached the 80 percent threshold. This will be the difference between what has been paid and the maximum delivery funding for the framework. Attainment funding will also be paid where the learner has achieved his/her Apprenticeship Framework.

D83. Where an apprentice completes their Apprenticeship Framework in less than 80 percent of the minimum expected duration, we will only pay for the months the learner was in-learning. Attainment funding will also be adjusted based on the expected minimum duration and the actual number of months of learning in which have taken place.

D84. In the example below, an apprentice starting on a Foundation Apprenticeship in Business Administration (with a minimum expected duration of 15 months) successfully completes the apprenticeship in 8 months.

Example 4[8]

		Entry Funding £	Delivery Funding £	Attainment Funding £	Total Funding £
2021/22	Aug	250	264		514
	Sep		264		264
	Oct		264		264
	Nov		264		264
	Dec		264		264
	Jan		264		264
	Feb		264		264
	March		264		264
	April				
	May				
	June				
	July				
2022/23	Aug				
	Sep				
	Oct				
		67			67
Total		**250**	**2,114**	**67**	**2,431**

[8] Minor arithmetical inconsistencies may occur due to rounding

D85. The total amount of funding payable for this apprentice is £2,431. This is less than the framework band value as the delivery funding has been adjusted to reflect that the learner completed in less time than the 80 percent threshold. The amount of attainment funding has also been adjusted down from £126 to £67 to reflect that the learner was only in learning for 8 months, rather than the 15 months expected for this framework.

D86. Exceptions to the 80 percent rule will also apply where learners transfer from one Contractor to another as a direct result of displacement (from WBL4 to ACP) or where learners are continuing in learning after 31 July 2021. This is set out in further detail under the Continuing Learners heading below.

Continuing Learners

D87. The following arrangements will apply for continuing learners, i.e. those learners who started their apprenticeship programme on or before 31 July 2021 with no change to the lead Contractor. The funding arrangements for learners who are displaced as a result of the tender exercise are outlined below.

D88. In line with the funding arrangements for 'new' learners above, funding for continuing learners will be based on the relevant funding band value.

D89. For continuing learners, the funding program will calculate the total amount of funding paid to 31 July 2021. This is the learner's potentially fundable delivery value and is inclusive of induction funding, attainment funding and any programme related uplifts, with the exception of Welsh Medium and Bilingual uplift funding. This will be used to ensure that the learner does not attract less funding than they would have done under the previous contract's funding arrangement.

D90. Irrespective of the amount of funding drawn down by 31 July 2021, monthly payments will be made for each month the learner is in-learning after 1 August 2021, up to the maximum band value for that framework. The 8 week minimum qualifying period for funding, which applies for all new apprenticeship starts after 1 August 2021, will not apply for continuing learners.

D91. It is **essential** that providers complete continuing learners at the earliest opportunity. Providers must **not** keep learners on programme in order to maximise funding drawdown. Welsh Government and Estyn will continue to undertake analysis of those learners who exceed their expected end date.

D92. To keep the payment model as straightforward as possible, the monthly payments for continuing learners will be the same as the monthly payments for new learners. No entry funding will be payable to continuing learners, neither will any attainment funding be paid when the learner has achieved his/her apprenticeship.

D93. In addition to monthly payments, the payment model will also ensure that Contractors receive no less than they would have received under the previous funding arrangement. Any additional payments will be made once the learner successfully completes his/her framework and this is recorded on the LLWR at AW23. No additional funding will be payable for a learner who does not successfully complete his/her framework.

D94. In the following example, an apprentice on a 14 month Construction Specialist Apprenticeship is continuing in learning after 1 August 2021. The total amount of funding paid to 31 July 2021 for the learner is £3,242. For illustrative purposes, it will be assumed that the learner takes an additional 8 months to complete his/her framework and successfully completes the framework at the end of this 8 month period.

D95. The maximum funding band value for this framework is £8,130 and the monthly delivery funding value is £546. The maximum framework funding value under the previous funding regime was £6,968.

Example 5[9]

		Monthly Payments £	Top-up Payment £	Total Funding £
2021/22	Aug	546		546
	Sep	546		546
	Oct	546		546
	Nov	546		546
	Dec	546		546
	Jan	546		546
	Feb	546		546
	March	546		546
Total		**4,368**		**4,368**

D96. The total amount of funding payable for this apprentice is £7,610 This is the amount paid for the learner up to 31 July 2021 (£3,242) along with 8 monthly payments of £546 (totalling £4,368). The total amount payable exceeds that which would have been payable under the previous contract (£6,968), which means that no additional payment will be made when the learner completes the apprenticeship.

D97. In the following example, the total amount of funding paid to 31 July 2021 for the learner is £4,186 and the time remaining to complete the apprenticeship is 12 months. For illustrative purposes, it will also be assumed that the learner is on a Construction Specialist Apprenticeship.

D98. The learner will be paid the monthly value of £546 for the 12 months that they remain in learning. The total amount paid will therefore be £10,738 (£4,186 up to the end of July 2021 plus 12 months at £546 per month). As this is greater than the amount which would have been payable under the previous contract there is no additional payment when the learner completes the apprenticeship.

Example 6[10]

		Monthly Payments £	Top-up Payment £	Total Funding £
2021/22	Aug	546		546

[9] Minor arithmetical inconsistencies may occur due to rounding

[10] Minor arithmetical inconsistencies may occur due to rounding

	Sep	546		546
	Oct	546		546
	Nov	546		546
	Dec	546		546
	Jan	546		546
	Feb	546		546
	March	546		546
	April	546		546
	May	546		546
	June	546		546
	July	546		546
Total		**6,552**		**6,552**

D99. In the final example below, the total amount of funding paid to 31 July 2021 for a construction specialist apprentice was £1,810. The learner needs an additional 8 months to complete his/her framework.

D100. The total amount of funding payable for this learner is £6,968. This is made up of the amount paid to date (£1,810), 8 monthly payments totalling £4,368 and an additional top-up payment of £791. This top-up payment ensures that the Contractor receives no less for this learner than they would have received under the previous funding regime.

Example 7[11]

		Monthly Payments £	Top-up Payment £	Total Funding £
2021/22	Aug	546		546
	Sep	546		546
	Oct	546		546
	Nov	546		546
	Dec	546		546
	Jan	546		546
	Feb	546		546
	March	546		546
			791	791
Total		**4,368**		**5,158**

Displaced Learners

D101. Funding for learners who are displaced as a result of the tender exercise will operate in the same way as that for 'new' learners above. The only exception is the 8 week minimum qualifying period for funding, which will not apply for displaced learners.

D102. In line with the arrangements for 'new' learners, entry funding will be paid for displaced learners. This will be paid in the first month of the 2021/22 contract year.

D103. Monthly delivery funding will be paid for each month the learner is in learning. This will be the same as the monthly delivery funding value payable for new learners.

D104. Attainment funding will be paid when the learner has achieved his/her Apprenticeship Framework and this is recorded at LLWR field AW23.

D105. Any funding paid up to 31 July 2021 will have no bearing on the funding paid for displaced learners from 1 August 2021. Furthermore, any months the learner was in learning prior to 1 August 2021 will not be counted towards the minimum expected duration threshold. This means that, starting from 1 August 2021, a displaced learner will need to be in learning for 80 percent of minimum expected duration in order to qualify for the full framework value.

Reviewing Framework Funding

D106. Contractors are reminded that the funding rates set out in this section are provisional and, as such, may be updated as framework specifications and qualifications change.

Work on reviewing framework costs and the setting of funding bands for new frameworks is an ongoing process, which will continue before and during the next round of contracts. Welsh Government will publish any new funding rates, or revisions to existing funding rates, on an

[11] Minor arithmetical inconsistencies may occur due to rounding

as needs basis via the documents page of LLWR Inform at: Lifelong learning Wales record (LLWR)

D107. Welsh Government will use delivery data to monitor activity levels for individual Apprenticeship Frameworks. The Client reserve the right to review funding values and adjust funding rates where delivery data indicates that activity levels fall below that which is expected for individual frameworks. Where this happens, the Client will provide notice of not less than 30 days before the commencement of the new funding rate for a framework.

D108. Where an Apprenticeship Framework is not included at Annex B, Welsh Government will use the survey document attached at Annex D to this guide to gather key activity dimensions which will be used to model activity costs and set funding rates for any additional Apprenticeship Frameworks. Individual funding rates will then be placed in the nearest funding band; for example, a funding rate of £4,400 is allocated to the £4,340 band, and a rate of £8,600 is allocated to the £8,960 band.

Support Cost Funding

D109. This section outlines the conditions governing both the payment and use of support cost funding in 2026/27 for eligible Apprentices; and details the monitoring information required by the Client.

The relevant document returns are as follows:

Section	Purpose/Aim	Return
Annex E	Contractor declaration for Support Costs Funding: • 1 April to 30 June 2026 • 1 July to 30 September 2026 • 1 October to 31 December 2026 • 1 January to 31 March 2027	Completed form to be returned to the Apprenticeship Policy Team on a quarterly basis. • Return 3 July 2026 • Return 3 October 2026 • Return 3 January 2027 • Return 3 April 2027
Annex F	Application form for exceptional training allowance funding.	Prior to start of learning or at earliest possible stage.
Annex G	Contractor declaration for exceptional training allowance funding monthly activity: authenticated declaration.	No later than 7 working days after the end of the month.

D110. This section specifies the conditions governing the payment of 2026/27 support costs for apprentices and details the monitoring information required by the Client.

D111. Contractors must ensure that apprentices are provided with the support to enable them to access and/or remain in learning and succeed. Support costs in this context relate to support for learners with additional learning needs and the provision of exceptional training allowances for learners who become unemployed.

D112. The requirements in this section only relate to the contract year 1 August 2026 to 31 July 2027. Arrangements agreed prior to this contract year are no longer extant. However, Contractors must ensure that learners who started their learning programmes before 1 August 2026 are not adversely affected by any change. The documents will be revised annually.

D113. The Contractor is responsible for ensuring it meets the support needs of all learners. It

must not prevent access to learning on the basis of the cost of support described in this document. The Client's funding is a contribution to any learner support costs incurred by the Contractor. No further funding should be assumed.

Exceptional Training Allowances (ETA)

D114. Should an apprentice learner become unemployed, an ETA of £50 per week may be paid. A Contractor may be able to claim financial support from the Client to meet the cost of the ETA for an unemployed learner for up to 6 weeks.

D115. Financial Support in respect of ETAs will be made in excess of a Contractor's programme commission.

D116. Contractors will be required to apply for support using the Exceptional Training Allowance application form provided at Annex F to this guidance. If approved, funding will normally be made available for a maximum of 6 weeks to enable the learner to seek new employment.

D117. Contractors must retain a record of all payments to the learner: this includes a receipt authenticated by the learner confirming the payment. Where learners are paid by BACS, an attendance record, authenticated by the learner to confirm attendance must be completed. This attendance record may then be used as the basis to create a BACS payment. There will be no requirement for a receipt if the attendance record and the BACS printouts are held on file.

D118. Completed application forms, together with a letter from the learner's previous employer or a copy of the learner's P45 document (to confirm the reason for requesting support) should be securely emailed to the Welsh Government's Learner Provision Team.

D119. Where an application for an ETA is approved, payment will be made following the submission of monthly expenditure returns to the Welsh Government's Learner Provision Team.

D120. Contractors should submit one expenditure return only each month to the Learner Provision Team, covering all ETA costs. Where a Contractor has more than one learner accessing ETA funding, the total expenditure for that month should be recorded.

D121. To receive payments promptly, authenticated expenditure returns should be submitted to the Learner Provision Team no later than 7 working days after the end of each calendar month. Provided the returns are received promptly, the Learner Provision Team will make every endeavour to make payments to Contractors alongside the mainstream monthly payments.

D122. Contractors are reminded that the ETA funding must be supported by original documentation. In addition, Contractors should ensure that they retain copies of any correspondence from the Client confirming approval for ETA funding, and the period of approval. Please see Exceptional Training Allowance form at:

Welsh: https://www.medr.cymru/wp-content/uploads/2024/12/Provider-application-for-an-Exceptional-Training-Allowance-Cymraeg.docx

English: https://www.medr.cymru/wp-content/uploads/2024/12/Provider-application-for-an-Exceptional-Training-Allowance-English.docx

Additional Learning Support Funding

D123. Removed

D124. The Additional Learning Support (ALS) fund is available to assist Contractors to work flexibly and secure the Additional Learning Provision (ALP) necessary to enable them to make

their provision accessible to learners with ALN. ALS Funding also assists Contractors with the costs of making reasonable adjustments as set out in the Equality Act 2010.

D125. ALS funding can be utilised to cover either human or technical support. Contractors can access the fund directly from the Client for additional support for ALP which arises from an ALN and is necessary to empower individual learners to achieve.

D126. Contractors should use ALS funding to respond to individual learner needs. The Client requests that, in doing so, Contractors make reasonable economies, such as sharing support and negotiating competitive rates for both equipment and services in order to make the best use of the Client's resources and to achieve a fair and equitable distribution of the funds available.

Eligibility for ALS Funding

D127. ALS funding should only be used to support learners with ALN. A learner has ALN if he or she has a learning difficulty or disability which calls for additional learning provision (ALP).

D128. ALP means education or training provision that is additional to, or different from, that generally made available for other learners at the institution.

D129. ALP can take many forms; it includes human and technical support and can take place inside or outside the workplace or learning centre, where it is additional to, or different from, that generally made available for other learners on apprenticeship programmes.

D130. ALS funding should not be used for essential skills support. Neither should a learner be taken as having an ALN just because the language in which he/she is taught is different from a language which has at any time been spoken in his/her home.

D131. ALS funding should not be used for drop-in learning at a learning centre or other facility which is available to all learners regardless of whether they have an ALN.

D132. ALS funding should only be used to support identified learning needs directly associated with an apprenticeship. It must not be used to deal with everyday difficulties that are not directly associated with an apprenticeship. If an apprentice needs help at work they may be able to get help from Access to Work.

D133. The learner's ALN must be identified through an appropriate assessment of the learner's needs and circumstances. The evidence supporting the identification of ALN, together with any ALP required to address those needs, must be recorded in the learner's plan (ILP).

D134. A learners' assessment of need must be as up-to-date as possible. This is because individual needs can change, particularly when learners move from compulsory education in to a post-16 setting. Contractors are reminded that they should pay particular attention to information in a young person's IDP [12] as part of their initial assessment process.

Use of ALS Funding

D135. ALS funding is made available in addition to the funding applied for apprenticeship delivery in order to contribute to the additional costs of supporting learners with ALN.

D136. ALS funding may not be used to defray the costs of full-time or part-time salaried staff already employed by the Contractor (unless staff are employed solely for purpose of providing ALP). However, the fund may be used to release such staff by employing replacement staff. In such circumstances the Contractor must be able to show a direct audit

[12] Learners who made the transition to post-16 learning prior to 1 August 2022 may have a Learning and Skills Plan

trail. In other words, using the fund to meet notional replacement costs is not acceptable.

D137. ALS funding may not be used defray the salary costs of individuals designated in an ALNCo role. Neither should it be used to defray the salary costs of senior and middle managers who may have some responsibility for ALN as part of a wider job role.

D138. ALS funding should be used to provide human and technical support in the broad categories as outlined below.

D139. Contractors should note that these categories are not exhaustive, but are intended to indicate the broad range of support which falls under the scope of ALS funding. Where a particular type or category of support is not included below, please contact the Client for clarification.

Human Support

D140. ALS funding can be used for the following categories of human support:

Support Type	Nature of Support
Ancillary	Including support from a learning support assistant or an ASD-trained support assistant, note-taker or recorder, or reader.
Communicator	To support learners with hearing loss. This can include British Sign Language (BSL) signers and interpreters or communication support workers for learners with other communication-related difficulties.
Tutorial	Such as a tutor or IT adviser (including technician). Tutorial support should be in addition to the tutorial or assessor support delivered under the core of an Apprenticeship Programme.
Specialist	Such as hearing or visual impairment tutor, specialist dyslexia support tutor, specialist assistive technology technical support and training specialist or behavioural support.
Assessment	An external post-enrolment assessment **including** one-off, external assessments e.g. by an Educational Psychologist, RNIB Cymru, Wales Council for the Blind, Action on Hearing Loss Cymru or Wales Council for Deaf People. Please note that the assessment must be in addition to the standard assessment and enrolment procedure for apprentices. It also excludes assessments made for the purposes of exam access arrangements, which are considered to be part of a Contractor's universal learning provision (ULP). Individual assessments by educational psychologists may cost several hundred pounds per learner. Contractors should look to reduce the cost of assessments where possible, e.g. by arranging several appointments during a single visit.
Exam Access Arrangements	Where this involves the provision of additional support for learners with ALN. It excludes any assessments made for the purposes of exam access arrangements.

Well-being or Counselling	Such as specialist behavioural counselling to help learners with ALN manage behaviours or anxieties in the workplace or learning environment. General well-being support or counselling which does not specifically relate to an ALN is not eligible.
ALN Key Worker	Such as a specialist assessor or mentor or transition officer. To support the transition process for learners with ALN and provide ongoing support when the learner is on programme. This can include time spent attending multi-agency meetings, information sharing, risk assessment, arranging and facilitating review meetings as well as regular mentoring and support whilst the learner is on-programme. Key worker support should be in addition to the tutorial or assessor support delivered under the core of an Apprenticeship Programme. It excludes transition and review activities undertaken by the designated ALNCo and other core teaching and learning staff.

Technical Support

D141. ALS funding can also be used to provide technical support. It may not, however, be used to purchase specialist equipment or software or make adaptations which the learner needs to undertake their job role. Funding for these is available through Access to Work.

D142. ALS funding should only be used for specialist equipment and software which supports identified learning needs directly associated with an apprenticeship. This includes specialised equipment such as braillers, overlays, Reading Edge equipment, IT adaptations, specialist software and related licences. The funding should not be used for general software upgrades or for purchasing software which is available on all Contractor laptops, tablets and PCs.

D143. Technical support does not include photocopying, books, printers, general software, capital expenditure on buildings such as lifts, or items that will become the personal property of learners.

D144. Contractors may also give consideration to using ALS to lease specialist equipment if it is required for a short period of time.

Specific evidence requirements for Additional Learning Support Funding

D145. Contractors must record the details of any ALP in the learner's plan. This should comprise of a description of the ALP to be provided, including details of how regularly the ALP will be provided and the organisation/service providing the support (if this is not the Contractor).

D146. In addition the following requirements will apply for ALS funding:

- The number of hours per week and the category of support must be recorded. If the number of hours support per week is likely to vary during a programme please enter the average number of support hours per week. Record the duration of programme in weeks.
- Record the number of learners sharing the support. Contractors are encouraged to arrange for learners to share support where possible in order to achieve best value. Some learners, however, will require 1:1 support.
- Record the hourly cost of support.

D147. The maximum hourly rates payable are set out in the table below. Contractors will be able to claim for actual costs up to the maximum hourly rate for each category of support[13].

Type of support	Hourly rate £
Ancillary	18.00
Assessment	Actual Cost
Communication Support Worker	28.50
Interpreter	60.00
Specialist	48.00
Tutorial	34.00
ALN Key Worker	28.50
Well-being or Counselling	48.00

D148. The Client will reimburse the actual cost of an external assessment. The Contractor must provide evidence and sense check prior to submitting a claim to the Client.

D149. It is expected that any human support provided as part of exam access arrangements will fit into one of the cost categories above.

D150. Where equipment is bought solely from the Client's funds, the Client will retain ownership and the item will be regarded as a national resource when the learner for whom it was purchased has left the Contractor. In these circumstances the item may be transferred to an alternative Contractor for use by another learner. The Contractor must maintain a record of the type of equipment: e.g. Braille, Hearing Loop; including the make and model.

D151. All purchases between £500 and £5,000 will require a minimum of three written quotations. Any purchases below £500 can be made without the need to obtain 3 quotations. However, you will still be required to retain proof of purchase. All purchases over £5,000 should use the Contractor's procurement procedures. Written quotations must be obtained from suppliers who are capable of supplying the goods/services required. The Contractor must include any items of equipment purchased with ALS funding in their insurance cover.

D152. When equipment purchased with ALS funding becomes obsolete, the Contractor may dispose of that equipment in line with its usual procedures for disposal of obsolete equipment provided a clear audit trail is maintained. Any proceeds from sale of these items should be used towards the purchase of new equipment that promotes access to mainstream provision. Contractors should include these proceeds in their returns to the Client.

Claiming ALS Funding

D153. Contractors will not been awarded a ring fenced ALS cost allocation in respect of apprentices. Payments in relation to ALS for this cohort of learners will be additional to a Contractor's programme commission value and will be made following receipt of quarterly expenditure reports.

D154. A proforma for this purpose can be found at Annex E.

[13] Hourly rates will reviewed and updated as required over the lifetime of the Agreement.

Audit Arrangements

D155. Contractors are reminded that they must maintain records of the support provided to the learner and that funding expenditure must be supported by original documentation. The Contractor must retain an audit trail of evidence of costs incurred until notified by the Client.

D156. Contractors are required to submit details of actual expenditure on support costs, which will be subject to review by the Client. Any underspend or non-compliant expenditure will be reclaimed in full.

D157. The evidence requirements for funding and payment are detailed at Annex J.

Disabled Person Employer Incentive Scheme Guidance

Applicable under this contract for all new disabled apprentices hired between 1 October 2025 to 31 July 2027.

Incentive payments for hiring a new disabled apprentice

D158. The employer may be eligible to receive an incentive payment for hiring a new disabled apprentice.

D159. Employers will be able to claim the disabled apprentice incentive payment for up to 10 disabled apprentices per non-connected company (provided each disabled apprentice meets the criteria) up to 31 July 2027. These apprentices do not have to be recruited at the same time but must be recruited (and immediately commence their apprenticeship programme) whilst the incentive scheme is still in operation.

The basic rule for deciding if 2 companies are 'connected' with each other is that either:

- one of them has control of the other
- both are under the control of the same person or persons.

Eligibility Criteria:

D160. In order to attract the incentive each disabled apprentice must:

- be directly recruited as an apprentice; the delay in signing them up as an apprentice must just be a result of a delay in the logistics of getting the paperwork signed;
- be employed for at least 16 hours per week and not be employed on zero hours contract;
- not be starting a Shared Apprenticeship.

D161. Disabled individuals who are employed currently by the employer in a part time role (i.e. under 16 hours p/w) or in a temporary role are eligible to attract the incentive but only where the apprenticeship contract of employment is for at least 16 hours per week.

D162. Where the employer is a local authority and the apprentice is employed by the governing body of a maintained school, the contract and/or agreement may be with the local authority.

D163. Employers must be able to commit to employing the apprentice for the length of time required to complete the Apprenticeship Framework.

D164. Whilst a learner can attract more than one incentive if they move to a different employer whilst the scheme is operational, The Client will review the data to ensure that this is not abused. That is, if it becomes apparent that some learners are being encouraged to move from one employer to another in order for multiple employers to attract the incentive, we reserve the right to reclaim funds and to restrict the eligibility rules in relation to this

incentive. It is vital that the public purse is protected.

D165. The Client will monitor uptake of incentives as incentives are rolled out to ensure that value for money is maintained, for example, monitoring early leavers and apprentices moving between employers who attract incentives.

Employing a disabled Apprentice Progressing from a Job Placement Schemes

D166. Individuals progressing from Kickstart, ReAct/ReAct+,Jobs Growth Wales (JGW/JGW+) or Engage to Change onto an apprenticeship with the same employer will be eligible to attract the Employer Incentive if:

- all other apprenticeship eligibility criteria are met; and
- the Employer Incentive scheme is still available at the point of progression.

D167. That is, the length of time with the placement employer will not be considered to be previous employment. Individuals progressing from Kickstart, ReAct/React+ and Jobs Growth Wales/JGW+ will be recruited onto a specific Apprenticeship Programme and not one of the identified generic apprenticeships. Disabled individuals progressing from Engage to Change can be recruited onto a generic Apprenticeship Programme.

D168. Individuals can progress to an Apprenticeship Programme prior to the expected end of their Kickstart/ReAct/ReAct+/Jobs Growth Wales (JGW/JGW+)/Engage to Change placement but they must be terminated from their Kickstart/ReAct/ReAct+/Jobs Growth Wales (JGW/JGW+)/Engage to Change placement prior to commencing their apprenticeship.

Employers' incentive for a Disabled Apprentice

D169. Employers who recruit a disabled apprentice are eligible to receive an incentive of £2,000 per learner.

D170. The disabled apprentice can have been employed by the employer claiming the incentive (or the maintained school or connected company) prior to being recruited onto the Apprenticeship Programme, however this only applies if they meet the criteria specified in point D161 or point D166.

D171. The learner's disability can be self-declared and must be identified at the point of recruitment into employment and the employer must therefore be aware of the individual's disability prior to making the decision to recruit the disabled person.

General Guidance

D172. Where an employer recruits an apprentice and that apprentice subsequently leaves after 135 days have elapsed, this apprentice will still count against the maximum recruitment of 10 learners. That is, the employer will then only be able to attract the incentive for up to 9 more learners. Where the learner leaves within the first 135 days (and no incentive payment is made to the employer) the employer will be able to recruit another apprentice to 'replace' this learner.

Administration Payment

D173. As with previous incentive schemes, the Client will make payments to providers who in turn will be expected to pass this onto employers. Providers will be expected to retain evidence that payments have been made to employers.

D174. In recognition of the administrative burden placed on lead providers in managing the payment process and collating relevant evidence to support payments, the Client will award

providers an administration fee for each disabled learner recruited under this incentive programme. This fee is set at £100 (inclusive of VAT) per learner and will be payable in full once the learner has been employed as an apprentice for 135 days.

Payment of incentives

D175. Employers will be eligible for the incentive payments as follows:

a. 50% of the incentive payment will be payable after the learner has been employed as an apprentice for 135 days i.e. start date of apprenticeship or the date on the signed apprentice agreement, whichever is the later date (assuming that they are still undertaking their apprenticeship); and

b. The remaining 50% will be payable after the learner has been employed as an apprentice for 270 days (and is still undertaking their apprenticeship).

D176. Due to insufficient information on the Lifelong Learning Wales Record (LLWR), payments for the administration fee and the disabled person's Employer Incentive will be made directly to the lead provider following receipt of a monthly invoice. This invoice must detail required payments at individual learner level and must separately detail the incentive payment and the administration payment.

D177. Providers **must not** submit an invoice for a particular learner until the learner's Programme record has been recorded on the LLWR. Failure to do so will result in the entire invoice being returned.

D178. Providers will be paid quarterly in advance (as per below table)

Payment Schedule and Claim Schedule

Payment Schedule	Evidence Schedule
20 April 2026	1 April to 30 June 2026 return due 3 July 2026
20 July 2026	1 July to 31 September return due 3 October 2026
20 October 2026	1 October to 30 December 2026 return due 3 January 2027
20 January 2027	1 January to 31 March 2027 return due 3 April 2027

D179. Evidence must be sent to the apprenticeships@medr.cymru mailbox and headed 'Disabled Person Employer Incentive.

D180. Any underspend or non-compliant expenditure will be reclaimed by Medr. Expenditure will be monitored through quarterly claims, and any potential underspend identified during the financial year will be reclaimed.

D181. The Client will undertake a review of each invoice and supporting evidence received, against the LLWR to ensure that learner information, including any declared disabilities, has been recorded accurately and supports the evidence submitted.

D182. Providers are not expected to withhold payments to those employers that are eligible to receive the incentive.

D183. The Client reserve the right to take action including to recover all or part of the incentive payments for hiring a new apprentice if we identify any breach of the funding rules. Funding will be recovered from the lead provider who will be required to take steps to recover the funding from the relevant employer.

Evidence Requirements

D184. Providers must hold relevant evidence to assure the Client that employers are eligible for incentive payments for each relevant apprentice.

D185. This evidence must be made available to the Client on request.

D186. The evidence in respect of each incentive payment for hiring a new disabled apprentice claimed must include:

- a copy of the apprentice's Apprenticeship Learning Agreement;
- a copy of the apprentice's employment contract including their start date and weekly hours of employment'
- evidence to support that the learner is still employed (and undertaking their apprenticeship) with the employer after 135 days has elapsed (for payment 1) and after 270 days have elapsed (for payment 2);
- a learner declaration to confirm a self-declared disability (if relevant);
- that the apprentice has a disability and the employer was aware of this disability prior to recruiting the learner;
- the intention to employ the disabled apprentice for at least the time taken to complete their apprenticeship; and
- that the recruitment of this apprentice does not result in the total number of disabled apprentices (supported under the incentive) exceeding 10.

Employer Incentive Contract Values

D187. Each lead provider will be allocated a maximum contract value in respect of the incentive and administration payments in respect of all eligible starts.

D188. Providers will be required to ensure that they have sufficient contract value in the relevant period to support both the incentive and administration payments for each eligible start and **must** not sign up any new starts under this scheme if they have insufficient contract value remaining.

D189. The Client **cannot** commit to supporting the incentive payment for any starts recruited in excess of a provider's available contract value in the relevant period.

D190. Where a provider expects that its contract value will be insufficient to support the available demand, they should send a business case to the apprenticeships@medr.cymru mailbox identifying the expected shortfall in contract value. The Client will then seek to identify further funds (including potential underspend from other providers). However, additional funds cannot be guaranteed.

D191. Providers are required to identify any expected underspend on their employer incentive contract as soon as possible in order for funding to be relocated to providers with excess demand.

D192. The Client reserves the right to close the incentive programme before 31 October 2025 if demand outstrips available funding.

D193. When determining the remaining funding, providers should reflect the net administration value as the client is able to recover the VAT on these payments.

D194. When determining the remaining funding, providers should reflect the net administration value as the Client is able to recover the VAT on these payments.

Lifelong Learning Wales Record

D195. Providers are requested to identify learners attracting this employer incentive in order

for relevant data analysis to be undertaken. Providers should record the following code in LLWR field LP51:

- **OED: For all learners attracting a disability uplift**

Section E

Quality Assurance and Continuous Improvement

E1. The Contractor must have in place its own systems to manage the quality of learning and to ensure the achievement and maintenance of high standards.

E2. The Contractor must undertake an annual self-assessment, based on guidance published by the Client and Her Majesty's Inspectorate of Education and Training in Wales (Estyn). The resulting self-assessment report and quality development plan must be submitted to the Client at a date to be agreed between the Contractor and the Client, reflecting the individual Contractor's annual quality cycle.

E3. Progress against actions identified in the quality development plan must be reviewed on a regular basis, and the outcomes of the review documented by the Contractor. This documentation, together with supporting evidence of actions taken, must be made available to the Client and Estyn on request.

E4. The Contractor must use mechanisms and reports provided by the Client to reconcile learner outcomes data submitted to the LLWR against its own management information; this should be undertaken on at least a monthly basis. The Contractor is responsible for ensuring the timely recording of Learner outcomes, that data submitted to the Client is complete and accurate, and that prompt action is taken to address any inaccuracies. Statistics derived from the LLWR will be used to produce summary reports on the Contractor's learner outcomes, which will be published by the Client.

Inspection

E5. Estyn has a statutory duty to inspect education and training in Wales. The Contractor must co-operate fully with inspectors to enable them to complete this duty.

E6. The Client may provide Estyn with any information relating to the Contractor's activities and performance under the Agreement and Programme Commission, as well as any previous similar contracts with the Client (or its predecessor funding bodies), as requested by inspectors to support effective inspection of the Contractor's operations. This includes statistics and benchmarks derived from LLWR returns submitted by the Contractor and the Contractor's most recent self-assessment report and quality development plan.

E7. Following inspection by Estyn, where shortcomings are identified, the Contractor must present an action plan showing how inspectors' recommendations will be addressed. A draft action plan must be submitted to the Client for monitoring and challenge by the relevant Contract Manager, within one month following the draft publication of the Estyn report. The effective implementation of the approved action plan will be monitored and Contractors will be challenged where it is deemed that insufficient progress is being made.

E8. The Client will operate an escalation procedure which will be instigated when the Contractor demonstrates serious and persistent failings in quality. A termination event includes the failure to be removed from follow up on re-inspection by Estyn.

E9. As part of the Estyn inspection arrangements, The Client will continue to be informed of the outcomes of inspections and the relevant Contract Manager and a member of the Quality and Continuous Improvement team will attend feedback meetings.

Estyn Thematic and Annual Reports

E10. All Contractors are expected to take account of the issues and findings identified within Estyn's Annual Report and thematic reviews and consider their relevance to their own working practices. The team will be looking for evidence (within a Contractor's SAR and QDP) to show that this is occurring, and will be challenging Contractors where there is no evidence of Estyn's findings being taken into account.

E11. This information is available at Estyn.

Responsiveness

E12. The Client aims to ensure that the education and training system is responsive to the views of citizens and businesses, and that learners' needs are central to the planning and delivery of learning. The Contractor must therefore:

i. ensure that systems are in place to undertake learner and employer surveys and to follow up and address feedback identified through the surveys

ii. administer follow-up surveys for learners who leave without completing their learning programme, to identify their reasons for leaving and their destinations

iii. gather regular feedback from employers on the effectiveness of the Contractor and the quality of the learning delivered

iv. have in place arrangements for senior managers and, where applicable, governors to consider and respond to issues raised by both learners and employers

v. have a formal Learner Involvement Strategy, based on guidance published by the Welsh Government;.

vi. have a formal procedure for dealing with complaints from learners, employers and other third parties, based on guidance published by the Welsh Government; Repository - Hwb and

vii. ensure that the outcomes of all of the above systems are incorporated into the annual self-assessment cycle and used to inform continuous improvements in quality and standards.

Performance standards

E13. Where shortcomings are identified through the Welsh Government's annual Learner Outcomes Reports or as a result of an Estyn or Ofsted inspection the Contractor must put in place a detailed action plan with specific objectives and targets to address these shortcomings. The implementation of the action plan will be monitored over the period up to re-inspection and/or Agreement and Programme Commission review (see Section F Contract and Performance Management).

E14. The Client reserves the right to instigate an escalation procedure where a Contractor does not make sufficient and timely improvements in quality. Without prejudice to any other rights or remedies available to them, the Client will take steps to terminate the Agreement and Programme Commission as a whole or in part, or to reduce volumes and activities provided for in the Programme Commission, as outlined in Schedule 1, Section 18 of the Apprenticeship Agreement. This escalation may occur in advance of any re-inspection taking place.

Securing continuous improvement

E15. The Contractor must participate, as appropriate, in quality improvement initiatives instigated by the Client and its partner organisations. This includes, but is not limited to, quality support networks, workshops and improvement projects funded through the Investing in

Quality Programme.

E16. As a minimum, the Contractor must:

i. ensure that its staff are appropriately trained and qualified and that arrangements are in place to support their continuing professional development, aligned to the Welsh Government's Professional Standards for Further Education and Work-based Learning (Repository - Hwb)

ii. participate in benchmarking programmes initiated by the Client

iii. accept remedial support which is made available by the Client to address specific shortcomings, including those identified through Estyn inspections

iv. agree to share best practice through networks, events, research, case studies and publications for the apprenticeship network in Wales; and

v. participate in any evaluation commissioned by the Client.

Section F

Contract and Performance Management

Contract and Performance Management

F1. The Contractor must be open, flexible and transparent in the operation, management and delivery of the Agreement and shall develop and implement appropriate due-diligence, risk management and quality assurance measures to ensure that the Agreement is delivered in accordance with the specification.

F2. The Client will, as a minimum, monitor the Contractor on:

- Compliance with the Programme Specification.
- Quality of delivery.

Contractor's Management of the Agreement

F3. To ensure adequate management of the Agreement, the Contractor must allocate senior staff with sufficient influence within the Contractor's organisation to be able to promptly respond to the Client's requests, queries or concerns. The Contractor must allocate senior staff members to, as a minimum:

i. Ensure a single point of contact is allocated for the purpose of operating the Agreement.

ii. Manage performance and compliance in accordance with the Programme Specification.

iii. Support the day-to-day operation and management of the Agreement.

iv. Performance and target requirements in addition to those set out in the Agreement will be discussed and agreed between Contractors and the Client at the Agreement inception meeting.

v. Performance and target requirements in addition to those set out in the Agreement will be discussed and agreed between Contractors and the Client at the Agreement inception meeting.

vi. Manage the mobilisation, implementation, delivery and closure arrangements of the Agreement.

vii. Undertake a self-assessment process and submit an annual Self-Assessment Report (SAR) to the Client.

viii. Report on progress against the SAR by submitting a Quality Development Plan (QDP) to the Client which will be reviewed quarterly.

ix. Manage Sub-Contractors and delivery networks and address any poor performance.

x. Ensure that all staff engaged in the Agreement maintain an appropriate level of knowledge and expertise on the Programme Specification.

xi. Ensure that staff job descriptions are maintained and staff are trained and qualified to undertake their role.

xii. Ensure that there is a sufficient level of trained and competent staff to operate and manage the Agreement at all times and that an adequate reserve of trained and

competent staff are available during holidays, sickness and/or any other absence.

xiii. Attend Contract Review meetings (CRM) with the Client.

F4. The Contractor must ensure that all systems and processes used for the monitoring and recording of performance are robust, provide a clear audit trail of evidence, and give confidence to the Client that the Contractor and its supply chain are delivering the Agreement in accordance with the Contractor's overall contractual obligations.

Contract and Performance Management Process

F5. Each Contractor will be allocated a Contract Manager to act as a dedicated point of contact on behalf of the Client. The role of the Contract Manager is to review contractual delivery and performance and provide appropriate challenge and support to ensure quality delivery is provided in line with the specification.

F6. Contractor performance will be managed and monitored on both quantitative and qualitative aspects of the Agreement. The Contract Manager will conduct Contract Review Meetings (CRMs) with the Contractor, which will take the form of face-to-face meetings with additional telephone and email correspondence throughout the contract term.

F7. The frequency of reviews will be based on the current assessed risk for each Contractor. The timing of CRMs will be flexible, but will reflect the schedule for the Self Assessment Report (SAR), Quality Development Plan (QDP) returns and Estyn Inspections (where applicable).

F8. The Contractor will be reviewed on the following areas as a minimum:

Compliance	Compliance with the Programme Specification
Planning	Planning governance and delivery of the Agreement.
Delivery	Performance against key deliverables. The Contractor's SAR and QDP. Programme Principles – how well these have been underpinned through delivery. Delivery of the Disability Confident standard. Management of Sub-Contractors and wider delivery network. Meeting the requirements of the Payment Schedule. Range of support activities delivered. Use of other organisations/specialist contractors. Response to changes in the economy and labour market and response to RSP identified priorities. Meeting the Welsh Language Requirements. Coverage of delivery across Wales. Actions from any monitoring undertaken. Management of the Post-16 Data Management System. Timeliness and completeness of data. Participant's satisfaction with the Programme. Progress towards meeting Community Benefits commitments. Knowledge and expertise gained on protected characteristics and support provided to individuals with protected characteristics.

Development	Efforts to share best practice. Attendance and participation at networking events.
Partnership Working	Efforts to encourage partnership, integration and alignment of local services.
Outcomes	Analysis of outcome opportunities and their relevance to regional demand. Outcome performance and the Contractor's ability to remedy poor performance.
Employer Engagement	Efforts to engage employers, including number of employers engaged and the variety of sectors. Review the Contractor's Employer Engagement Strategy.
Communication	Marketing, branding and communication activity including social media and web-based across Sub-Contractors and the wider delivery network. Compliance with Welsh Government style guidelines.
Research and Evaluation	Participation in any research and evaluation activity. Raising awareness with participants supported.
Inspections and Reviews	Monitor the quality of delivery against Estyn recommendations. Response to Estyn's Annual Report and thematic reviews.

F9. The Client may on occasion request that specific Sub-Contractors attend CRMs if this is deemed to be necessary. The Contractor must provide the Client with its full co-operation in any review undertaken and will be required to provide full access to its systems and evidence as required to conduct reviews at such times as the Client may require.

F10. The Client will utilise monthly performance and management information available from the supporting IT or clerical systems, to undertake the CRMs. The Contractor will be responsible for all costs associated with the provision of management information to the Client.

F11. The Contractor will be required to comply with any operational guidance which is issued by or on behalf of the Client during the Agreement period.

Sharing of Best Practice

F12. The Contractor is expected to work collaboratively to ensure that best practice is identified, shared and learned from. The Contract Manager will collect and retain evidence that this practice is occurring. Where the Client is aware of good practice, it will take steps to ensure that this is disseminated across the network and all apprenticeship provision, including degree apprenticeships.

F13. At a national and regional level, the Client will host Operations, Partnership and Stakeholder Forums. All costs incurred by the Contractor in attending meetings will be the

responsibility of the Contractor.

Performance Thresholds

F14. Contractors must deliver an Apprenticeship success rate of 75 per cent at all levels. The Client reserves the right to adjust the percentage over the lifespan of the Agreement. Targets will also be set for the delivery of apprenticeships within priority areas and these may be amended on annual basis.

Where a Contractor fails to meet the required success rate, the Client will require appropriate actions, to remedy poor performance:

- **Require a formal improvement plan** outlining steps to address underperformance, with clear milestones and timelines.
- **Increase monitoring and reporting requirements**, including more frequent contract management meetings and data reviews.
- **Instigate an escalation procedure** where a Contractor does not make sufficient and timely improvements.

F15. In line with the aims of the Welsh Government's Welsh language strategy Cymraeg 2050: a million Welsh speakers, targets will be set for the delivery of bilingual/Welsh-medium apprenticeships and these may be amended on an annual basis (Section I refers).

F16. All Contractors will be required to demonstrate that they are taking action to improve recruitment of Apprentices from protected groups particularly those who are disabled or have a health condition as per the Inclusive Apprenticeship: Disability Action plan.

F17. As a minimum, the Contractor must submit, and update as appropriate, details of its portfolio of provision to Career Choices Dewis Gyrfa for inclusion in the Courses in Wales Database as prescribed by Career Choices Dewis Gyrfa.

F18. The Contractor must ensure that all Foundation Apprenticeship, Apprenticeship and Higher Apprenticeship vacancies are entered onto the Apprenticeship Vacancy Service or any future replacement service.

Learner Outcome Reports

F19. Medr will closely monitor the performance data recorded within the Lifelong Learning Wales Record (LLWR) to identify any performance which is below Client thresholds. Medr will publish transparent provider-level data to support accountability and continuous improvement across the sector.

F20. Contractors will be required to put appropriate actions in place to remedy poor performance and will be expected to demonstrate that necessary improvements are being made in a timely manner.

F21. The team will review the actions recorded within a Contractor's QDP and will challenge, where appropriate, if the actions are deemed to be insufficient.

F22. In addition, the team will monitor performance data on a monthly basis and will provide challenge where there is no evidence of improvement.

Performance year

F23. Performance will be measured on a contract year basis.

F24. Measuring performance on an academic year basis ensures alignment with the annual timescales for performance measures with other post-16 sectors (i.e. Further Education and Adult Community Education). It also ensures trend data for Apprenticeship learner outcomes is

comparable year-on-year.

General notes

F25. It should be noted that there is a lag time for data availability, allowing time for Contractors to receive and record evidence of learner achievements; this means that statistics will be published in the spring following the academic year end.

Successful Bidder's Personnel

F26. Successful Bidders must provide the names of personnel to be assigned to the Agreement, their status in the organisation and their previous experience of dealing with contracts of a similar nature. Bidders should also give details of a nominated contact point. The contractor may contact the askACP@medr.cymru regarding any issues which may have arisen during the provision of the service and a response will be given within 15 working days.

F27. In the event of non-compliance with the Agreement, Commission and/or Programme Specification the Contractor will receive notification of:

- the non-compliance and/or notification of unacceptable practices; and
- notification of the requirement to comply with contractual terms within the Agreement, Commission and/or Programme Specification within a specific timeframe or, where the breach is not able to be remedied, the Commission will be terminated according to the termination clauses and conditions of the Commission.

Failure to effect timely remedial action(s) will mean the Client activates the termination clauses and conditions of the Commission.

Client's Contact Point

F28. The Contract Manager will be the point of contact during the course of the Agreement and will be contactable via askACP@medr.cymru email address and any other specified means of contact. He/she may elect to meet a named representative of the Successful Bidder as and when necessary to discuss any issues which may have arisen during the provision of the service.

Section G

Leading a Consortium and Collaborative Bids

G1. The Client welcomes collaborative bids. For further information on joint bidding, please see the Invitation to Tender and Joint bidding for public contracts: guidance for consortia.

G2. For the purposes of this Programme Specification, if the Contractor is bidding as a Consortium, it is required to designate a consortium lead. It is able to 'sub-let' the delivery of its Programme Commission to its consortium members.

G3. Responsibility for compliance with the Agreement will be with the Contractor. Operating as a consortium will not relieve the Contractor from any of the obligations contained in the Agreement.

G4. The Contractor will need to satisfy the Client that it has appropriate systems and procedures in place to continually assess and manage the risk of using consortium members for any aspect of programme delivery. The Contractor must undertake appropriate risk assessments.

G5. The Contractor must ensure that its agreement with each consortium member replicates the requirements of the Contractor's own Agreement and Programme Commission with the Client. As a minimum, the Contractor's agreement with each consortium member must also specify:

- the programme delivery for which each consortium member is responsible
- arrangements for quality assurance and performance monitoring, including integration of delivery agreement activities into the Contractor's annual self-assessment cycle
- performance targets, including success and/or progression rates, in line with the Client's targets for Apprenticeships Wales outcomes
- requirements to comply with the Learning and Skills Act 2000 (as amended) so far as applicable, the Apprenticeship, Skills, Children and Learning Act 2009, the Equality Act 2010 and all other relevant statutory obligations, including, but not limited to, those relating to: health and safety; the Welsh language; General Data Protection Regulations ; and the protection of children and vulnerable adults
- marketing and communication requirements imposed through the Programme Specification
- arrangements for the submission of accurate and timely data to the Contractor on participants, and other evidence required for the Contractor to fulfil its Agreement and Programme Commission obligations
- access to participant records for the purposes of audit, and to reports from external bodies (such as external verification reports from awarding organisations)
- management and audit processes to ensure that the delivery partner complies fully with its Agreement, including a schedule of regular monitoring meetings between named contacts at the Contractor and delivery partner; and
- that processes are in place to monitor the financial health of delivery partners.

G6. The Contractor must ensure that relevant information is communicated to each consortium member, including any changes to programme requirements or new policy directives from the Client relevant to Apprenticeship Wales delivery.

G7. The Contractor must take action in the event of under performance of any consortium member, and must have procedures in place to investigate complaints about consortium members from participants, employers or other third parties.

G8. In the event of consortium member failure (for any reason) or withdrawal, the Contractor is responsible for ensuring that participants complete their programmes and the Contractor must have contingency plans in place to ensure the continuity of programme activity.

G9. The Contractor must maintain a list of all its consortium members and other deliverers of learning activities; it shall make this available to the Client on request. It shall record consortium members appropriately on the Post-16 Data Management System using the relevant fields (see data submission guidance).

G10. A WBL practitioner must be registered with the Education Workforce Council (EWC) if they provide work based learning services for, or on behalf of, a work based learning provider where the provider is contracted to the Client (this also applies to all Sub-Contractors and consortium members that deliver Client funded training). Contractors are required to ensure that all consortium members (and Sub-Contractors) are aware that staff working as a trainer, assessor, tutor, coach or mentor need to register.

Section H

Sub-Contracting

H1. For the purposes of this Programme Specification, 'sub-contracting' denotes sub-contracting of delivery of a full learning programme or learning activity to a third party.

Any reference to sub-contracting in this document assumes arrangements are in accordance with the conditions set out in the Invitation to Tender.

H2. A Contractor may only enter into a direct sub-contracting arrangement. A further tier of subcontracting is not permitted.

H3. The current network has expressed concern regarding the level of management fees some lead providers demand. To ensure transparency, Contractors must publish on their website a broad statement of the approach taken to subcontracting including the level of fees charged. This should include all services you will provide when doing so and how associated costs are determined.

H4. In the first year of the Agreement the management fees charged should be determined by the Contractor. These charges will be reviewed by the Client prior to year two and consideration will be given on whether a network maximum should be introduced.

H5. When preparing agreements to support the delivery this programme the Contractor must ensure that the requirements of the Agreement and Programme Specification are appropriate to the role and responsibilities of the delivery partner.

H6. Sub-contracting will not relieve the Contractor from any of the obligations contained in the Agreement or Programme Commission.

H7. Prior to entering into any sub-contract for the delivery of any Programme the Contractor must first satisfy the Client that it has appropriate systems and procedures in place to assess and manage the risk of using any Sub-Contractors for delivery of any Programme or part thereof that the Contractor is required to provide to the Client under the Agreement. The Contractor must undertake a risk assessment when considering whether to sub-contract.

H8. The Contractor must ensure that its relationship with each Sub-Contractor is formalised through a written contract which replicates the requirements of the Contractor's own Agreement and Programme Commission with the Client. As a minimum, the Contractors agreement with each Sub-Contractor must also specify:

- the aspect of programme delivery for which the delivery partner is responsible, for example, the activity/activities or specialist service to be provided
- arrangements for quality assurance and performance monitoring, including integration of delivery agreement activities into the Contractor's annual self-assessment cycle
- performance targets in line with the Client's targets for Apprenticeships Wales outcomes
- requirements to comply with the Learning and Skills Act 2000 (as amended) so far as applicable, the Apprenticeship, Skills, Children and Learning Act 2009, the Equality Act 2010 and all other relevant statutory obligations, including, but not limited to, those relating to: health and safety; the Welsh language; General Data Protection Regulations; and the protection of children and vulnerable adults
- marketing and communication requirements imposed through the specification
- arrangements for the submission of accurate and timely data to the Contractor on participants, and other evidence required for the Contractor to fulfil its Agreement and Programme Commission obligations

- access to participant records for the purposes of audit, and to reports from external bodies (such as external verification reports from awarding organisations)
- management and audit processes to ensure that the delivery partner complies fully with its contract, including a schedule of regular monitoring meetings between named contacts at the Contractor and delivery partner; and
- that processes are in place to monitor the financial health of delivery partners
- Practitioners must be registered with the Education Workforce Council (EWC), that is, staff working as a trainer, assessor, tutor, coach or mentor need to register.

H9. The Contractor must ensure that relevant information is communicated to Sub-Contractors, including any changes to programme requirements or new policy directives from the Client's relevant to Apprenticeship delivery.

H10. The Contractor must take action in the event of under performance by Sub-Contractors, and must have procedures in place to investigate complaints about Sub-Contractors from Learners, employers or other third parties.

H11. In the event of Sub-Contractor failure (for any reason) or withdrawal, the Contractor is responsible for ensuring that Learners complete their programmes and must have contingency plans in place to ensure the continuity of learning.

H12. The Contractor shall maintain a list of all its Sub-Contractors and make this information available to the Client on request. It shall record Sub-Contractors of learning activities on the LLWR using appropriate fields as required in the data submission guidance.

Welsh Language Requirements

Welsh Language Standards

I1. The Welsh Language (Wales) Measure 2011 (the "Measure") makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards.

I2. The Welsh Language Commissioner has issued a compliance notice on the Client specifying which of the standards currently apply to any activity or service provided by or on behalf of the Client.

A copy of the latest version of the compliance notice is available at: Welsh Language Commissioner's compliance notice.

I3. The Service Delivery Standards which currently apply to this Agreement are listed below. The Client will notify contractors of any changes to the Service Delivery Standards.

	Service Provided	Relevant Standards
1	Correspondence	1, 2, 4, 5,7
2	Standards relating to telephone calls made and received by a body	8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22
3	Standards relating to a body holding meetings that are not open to the general public	24, 24A, 27, 27A
4	Standards relating to meetings arranged by a body that are open to the public	30, 31, 32, 33, 34
5	Standards relating to a body displaying material in public	37, 38
6	Standards relating to a body producing and publishing documents	40, 47, 48, 49
7	Standards relating to a body producing and publishing forms	50, 50A, 50B, 51
8	Standards relating to a body's website and on-line services	52, 55, 56, 57
9	Standards relating to a body's use of social media	58, 59
10	Standards relating to signs displayed by a body	61, 62, 63
11	Reception services	64, 67, 68, 69
12	Standards for raising awareness about Welsh Language services provided by a body	81, 82, 83, 84, 85

I4. The Contractor is required to report against compliance with the standards in the same way as for other duties and requirements under this Agreement.

Cymraeg 2050: A million Welsh speakers

I5. The Welsh Language Strategy – Cymraeg 2050: A million Welsh speakers, was published in 2017 and outlines the Welsh Government's vision of reaching one million Welsh speakers by 2050. Following the passing of the Welsh Language and Education (Wales) Act 2025, the target of at least one million Welsh speakers by 2050 has been placed on a statutory footing. All Contractors are expected to support the relevant aims of the strategy.

I6. To support the aim of Cymraeg 2050, an ambition of 50% has been set for the proportion of Welsh first language learners (learners with a first language Welsh GCSE) who commenced a Welsh/Bilingual apprenticeship (i.e. where LLWR field LA26 is recorded as 'C1' or 'B1') within the sectors of:

- Health, Public Services and Care (including early years care)
- Construction, Planning and the Built Environment and
- Agriculture, Horticulture and Animal Care.

It is generally expected that within all sectors, providers should actively promote learners with a first language Welsh GCSE and/or learners who classify themselves as 'fluent Welsh speaker' or 'Welsh speaker not fluent' (LLWR field LP23) to undertake most of their apprenticeship through the medium of Welsh.

I7. The tertiary education sector and the workplace have a critical role to play in supporting learners leaving statutory education to maintain, develop, and use their Welsh language skills in further learning and employment. Apprenticeships must provide opportunities for all learners, including those who are less confident in using Welsh or who wish to reconnect with the language, to develop their skills and use Welsh in their everyday lives and workplaces. Medr is developing a National Plan for the Welsh Language in Tertiary Education, which will set out the tertiary education sector's contribution within the wider context of the Welsh Government's forthcoming National Framework for Welsh Language Education and Learning Welsh.

I8. The Coleg Cymraeg Cenedlaethol's Further Education and Apprenticeship Welsh-medium Action Plan was launched in January 2019 and provides a basis for future actions within the post-16 sector. The plan highlights priorities in:

- skills development, a focus on four potential areas of linguistic development
- planning for the future, improvement in learner experience, staff development and increase the provision of Welsh medium and bilingual resources and ensuring that bilingual workplace skills are understood and valued by employers
- measuring success by setting a long term vision and putting in place measurable milestones to assess the progress made.

The plan addresses the issues that are needed to ensure linguistic continuity from statutory education to post-16 education and the training sector. It also ensures that learners have the necessary linguistic skills as well as the vocational qualifications they've gained in preparation for employment.

I9. The Contractor is required to support the development of the Welsh language as a skill in the workplace and actively support the take up of Welsh language and bilingual training. The Contractor must also create demand for the Welsh language provision by creating an environment where learners can engage in their language of choice. To support this, the Contractor is required to have an up to date Welsh language policy in place.

I10. The Welsh language policy must detail the Contractor's commitment to actively implement the Clients Welsh Language Standards and promoting the Welsh language and culture as detailed in the Future Generations Act and Cymraeg 2050: A million Welsh speakers. The

Welsh language policy should show how the Contractor plans to develop learning provision and extra-curricular opportunities through the medium of Welsh, as well as conform to the requirements noted in paragraphs I11 – I17 below.

I11. In response to The Further Education and Apprenticeships Action Plan the Contractor's Welsh language policy must create an action plan that will comprise:

- organisational targets for the delivery of Welsh-medium, or bilingual, learning and assessment which reflects the needs of the specific provision programmes delivered by the Contractor
- arrangements for the recording of learners' language preference, Welsh language skills and their achievements on programmes delivered through the medium of Welsh
- arrangements for the recruitment and/or the development of staff to deliver services and learning through the medium of Welsh/bilingually
- partnership arrangements with other Contractors, and employers, to support learners who wish to learn and be assessed through the medium of Welsh
- clear objectives for the development of Welsh-medium and bilingual activities and resources in support of provision
- the arrangements for marketing and promoting the Contractor's Welsh-medium or bilingual provision.

I12. It is expected that Contractors when engaging with employers to actively promote Welsh-medium and bilingual provision, and to promote the free Welsh lessons that are available through the National Centre for Learning Welsh.

I13. The Contractor must discuss with all learners the specific requirement for undertaking the provision through the medium of Welsh and specify the following on the participant's Individual Learning Plan (ILP):

- The preferred language and their requirement for Welsh-medium or bilingual delivery of the provision during the programme; and
- The opportunities to maintain and/or develop the participant's Welsh language skills during the learning period.

I14. The Contractor must ensure the recording of accurate data on the Post-16 Data Management System for activity undertaken bilingually or through the medium of Welsh on LLWR.

The key fields are:

- LP23: Ability to speak Welsh.
- LA26: Type of Welsh medium learning.
- LP67: Highest level Welsh qualification obtained.
- LP88: Welsh Medium Delivery Indicator.

For guidance on recording Welsh-medium learning for apprenticeships on LLWR (LA26), refer to: Lifelong Learning Wales Record: Recording Welsh-medium Learning for Apprenticeships

I15. Through its Self-assessment and Quality Development Plan process, the Contractor should analyse information on learners' Welsh language skills and monitor the take-up of Welsh-medium, or bilingual, provision. In its Self-assessment and Quality Development Plan contractors should consider as a minimum:

- The availability of Welsh-medium staff and assessors to deliver activity through the medium of Welsh, including through collaborative delivery with other Contractors where appropriate.

- An evaluation of current delivery (including actual delivery figures) and targets for increasing delivery for each year of the Agreement period.
- An analysis of demand, based on learners' prior attainment through the medium of Welsh, feedback from employers, and analysis of the number of learners from Welsh-medium schools.
- Actions to mitigate any current limiting factors for Welsh-medium delivery.
- Remedial actions that will be taken to ensure that the targets are met and how the Contractor will develop the Welsh-medium provision.

I16. Evidence that the activities within the self-assessment are supported by internal processes and commitment, such as an annual updated Welsh language action plan which sets out in further detail the issues and actions listed within the Self-Assessment Report (SAR).

I17. Contractors are encouraged to demonstrate best practice through the development and full consideration of a Welsh Language within their Action Plan.

Section J

Equality and Diversity

J1. The Contractor must ensure that its duties in the Agreement towards current and potential Learners are implemented consistently and effectively. The Contractor must demonstrate that it has formal policies and procedures in place to secure equality of opportunity for current and prospective Learners, irrespective of disability, gender, race, age, religion/belief or non-belief or sexual orientation, and that it takes appropriate action to tackle discriminatory behaviour by Learners, staff or managers.

J2. One of the Client's primary aims is to move towards an inclusive and more enabling society. Improving Access, Equality and Equity of opportunity is one of our delivery priorities as outlined in the Apprenticeship policy, developed in 2017. The Client is working to improve the participation and progression of women, ethnic minorities and disabled people across a range of apprenticeships and to reduce gender segregation in some sectors.

J3. In order to address the under-representation of disabled people on the Apprenticeship Programme the Inclusive Apprenticeship Disability Action Plan was launched in December 2018. The plan contains practical actions which concentrate on removing barriers for disabled learners by using the social model of disability and ensuring that the right support is available for learners to achieve their full potential.

J4. The Client has adopted the Social Model of Disability. Using the Social Model helps identify solutions to the barriers disabled people experience. It encourages the removal of these barriers within society, or the reduction of their effects, rather than trying to fix an individual's impairment or health condition. It empowers disabled people and encourages society to be more inclusive so that disabled people have access to the same opportunities as everyone else. All Contractors are encouraged to use the Social Model when developing and delivering services to ensure accessibility and equality for disabled people.

More information on the Social Model of Disability can be found on the Disability Wales Website.

J5. The Client encourages bidders to be committed to the equal opportunities agenda and challenge discrimination relating to all the protected characteristics. Therefore, diversity and inclusion applicable to the Agreement will be monitored as a standing item in Contract review meetings. One way of demonstrating commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and third sectors and is aimed at organisations and businesses from 1 employee upwards. The Client encourages Bidders, as potential suppliers, to explore the possibility of their organisation being Disability Confident Level 1 as a minimum.

About the scheme – Disability Confident employer scheme

How to sign up – How to sign up to the Disability Confident employer scheme

J6. There is a strong gender bias in apprenticeships when we analyse headline figures by sector. For example females undertaking apprenticeships in the generally higher paid sectors like STEM are still relatively few. The Client is committed to taking positive action to drive forward a culture of change including tackling the gender bias in sectors such as STEM and Construction.

J7. Contractors must:

i. Ensure they take action to tackle any barriers to apprenticeships arising from difficulties experienced by under-represented groups. We require Contractors to support employers to adopt best practice when recruiting apprentices and supporting under-represented individuals throughout their apprenticeship.

ii. Work with the Client appointed Equality Champion to improve engagement of protected groups onto apprenticeship programmes.

iii. Implement the actions, activities and strategies set out in the 2018 Disability Action Plan for Apprenticeships to remove barriers and increase participation of disabled learners on the programme.

Be aware that gender-stereotyping is a specific area for development, particularly around STEM related occupations. Where a learner is undertaking an apprenticeship in a gender atypical sector/ occupation (e.g. a female undertaking a construction apprenticeship) Contractors should provide extra support/mentoring where necessary.

J8. The Contractor must have a formal equal opportunities strategy, including as a minimum:

i. A policy to ensure compliance with equalities legislation, including the Equality Act 2010, in line with guidance issued by the Client.

ii. Clear guidelines to Sub-Contractors, to staff and to Learners on their responsibilities in respect of equality and diversity.

iii. Appropriate training for staff on their equality duties, the Contractor's own policies and where to access advice and best practice.

iv. Where necessary, support for its employers to promote equality of opportunity, including sharing good practice; and

v. Arrangements for monitoring participation and attainment by age, gender, ethnicity and disability status, including data and analysis from referral agencies and benchmarking participation rates against local and national averages; and taking positive action to improve participation and attainment by under-represented groups.

J9. The Contractor must undertake a formal review of its equal opportunities strategy annually, and must use its own data and annual self-assessment to evaluate its effectiveness in implementing the strategy. The Client will use LLWR data and other evidence, including self-assessment reports, to monitor participation rates and to evaluate action taken by Contractors to secure equality of opportunity.

J10. The Contractor, including its Sub-Contractors and/or members of its consortium, must have arrangements in place to address issues of bullying, discrimination, victimisation or harassment for both Learners and staff. Arrangements will include procedures for investigating complaints about bullying or harassment (linked to the Contractor's overall complaints procedure); support and advice for Learners and/or staff members who are involved in investigations; and appropriate guidance and training.

Learners and staff must be made aware of expectations in relation to bullying and harassment as part of induction. The policy must make it clear that bullying or harassment on the grounds of disability, gender, race, age, religion, sexual orientation or any other form of difference will not be tolerated.

Section K

Data Management and Submission Guidance

K1. The Post-16 Data Management Principles can be found under the "Documents" section of LLWR-Inform. It will be updated annually to provide clear and concise data guidance for the Apprenticeship Wales Programme delivery. The document sets out what is expected from contractors in respect of:

i. Accuracy – to ensure data is submitted to the Post-16 Data Management System in the correct format as set out in the support manual. To be correct, a data value must be the right value and must be represented in a consistent and unambiguous form.

ii. Timeliness – to ensure data is submitted to the Post-16 Data Management System within the expected timeframe.

iii. Integrity – to ensure that the submission and management of data is a true reflection of the activity delivered and the outcomes achieved by participants.

iv. Completeness – to ensure all relevant data sets have been submitted to the Post-16 Data Management System.

v. Consistency – to ensure values are consistent across all datasets.

K2. The Client reserves the right to publish provider level information on an annual basis. This will include (but not be limited to): Contract Values, Apprentice numbers (starts and in-learning) disaggregated as required and learner outcomes.

Section L

Data and Payment Conditions

L1. All documentation must comply with European funding requirements (including publicity requirements) as set out in this Programme Specification and the European Funding Manual. (not applicable for programmes started on, or after 1 January 2024)

L2. The Contractor must submit information, at least monthly, on all Learners, their learning programmes, learning activities and awards by means of the Lifelong Learning Wales Record (LLWR), using the on-line data collection system.

The Lifelong Learning Wales Record (LLWR)

The information contained within this Section will be updated and made available to successful tenderers

L3. All Learner information for Apprenticeships specified in the LLWR User Support Manual is to be submitted electronically to the Client via the LLWR using the on-line data collection system. Particular attention must be given to the LLWR User Support Manual, which sets out requirements relating to data protection.

L4. Lifelong Learning Wales Record User Support Manual is available at Lifelong Learning Wales Record: user support manual 2022 to 2023

L5. For payment purposes it is necessary that data be submitted at least monthly and accompanied by a verification form issued by the Client. A copy of the Provider Verification Form guidance and template spreadsheet can be found at: Provider Verification Form Guidance and Template Spreadsheet.

(Please note that this document is available from LLWR-Inform (accessed through the Education Portal Service) and requires a user account to log in)

L6. The Contractor must, within the LLWR, identify all contractors delivering learning activities on its behalf. This includes, but is not restricted to, Sub-Contractors and consortium members.

L7. Where more than one provider is delivering a learning activity, the Contractor delivering the greatest proportion of the learning activity should be identified within the LLWR. Information on the relevant LLWR fields is given within the “LLWR Manual”.

L8. In addition to the requirements above, the Contractor must put in place an effective system of internal control to ensure:

i. the terms and conditions set out in this Programme Specification are met before recording a Learner as starting on a programme via the LLWR

ii. the terms and conditions set out in this Programme Specification in respect of recording Learner absence, suspension or leaving a programme are complied with and such matters are correctly and accurately recorded via the LLWR, on a timely basis and certainly no more than a month after this occurs; and

iii. the terms and conditions set out in this Programme Specification and supporting guidance in respect of recording Learner outcomes are satisfied prior to recording a Learner outcome in the LLWR

iv. all data submitted to the LLWR is complete, accurate and timely. Therefore, the following LLWR data submission and reconciliation guidance must be followed:

- LLWR Manual
- Data Submission Guidance
- Provider Verification Guidance
- LLWR Data Reconciliation Guidance.

(Please note that this document is available from LLWR-Inform (accessed through the Education Portal Service) and requires a user account to log in)

L9. Should significant problems be identified during either this process or through audit visits, the Client may require a Contractor to submit copies of documentation to support the LLWR data before payment is released. The Client may also withhold any future payments pending the submission of satisfactory supporting documents.

Overlaps

L10. Where a Learner is recorded on the LLWR as being with more than one Contractor at the same time, this will cause an overlap in learning which will result in the following:

i. all funding for the learning delivery via the Apprenticeship programme by the first Contractor will be recovered from the beginning of the Programme Commission year (where applicable). This will be re-funded, if applicable, once the overlap has been corrected, providing it is still within the contract year. No funding will be paid to the second Contractor; and

ii. funding relating to the learning programme(s) will not be made to any of the Contractors concerned until the overlap is resolved.

L11. To resolve overlaps:

- Contractor(s) should check LLWR-Inform each month and access information on the monthly fundable overview report which will provide the following information: Contractors involved in the overlap; Learning programme and conflicting Start/End dates.
- Contractors should liaise and agree a course of action that resolves the overlap. This usually involves amending start and/or end dates. The Contractor should ensure that any revised date is evidenced.
- Contractors are reminded that termination dates recorded must be accurate and evidenced by supporting evidence.
- Contractors are also reminded that a key eligibility requirement is confirmation that the Learner is not already taking part in any other employment, learning or enterprise programme funded directly by the UK Government or the Client.
- Contractors should, wherever possible, resolve the overlap directly with the other Contractor.

  It is expected that the Client will only intervene as a last resort at the request of the Contractor(s) concerned.
- If the Client is required to intervene, please refer to askACP@medr.cymru . Resolution will involve referral to Learning Provision, Quality and LLWR teams.
- Based on the information/data gathered, a decision will be made as the most appropriate course of action required to resolve the external overlap. The Contractor(s) may be required to implement the action stipulated. This is likely to be the amendment of start/end dates, or any other course of action that can be reasonably requested to resolve the overlap; and,
- Failure to resolve and implement any recommendations made by Client by month 16 of

the contract year will result in a loss of funding for all parties involved.

Payment Conditions

L12. Programme delivery for Apprenticeships will be funded monthly and will be determined using data recorded via the LLWR on-line data collection system.

L13. Payments will only be made for learning programmes delivered in line with the Contractor's Finance Schedule. Following verification of data, payments will be made retrospectively in relation to the recruitment of, the level of progress and achievement of each Learner against his/her programme of learning.

L14. Provided that the Contractor satisfies all relevant payment conditions, including evidence requirements, the Client will pay the Contractor no later than the 24th day of the calendar month that follows the data freeze date, for the cumulatively profiled activity. Payment is subject to the maximum stated in the Finance Schedules of the Programme Commission, as may be amended from time to time in accordance with the Agreement and notified reviews. Any net payment due will be paid electronically.

L15. The Contractor shall record all Learner Awards in the LLWR but (subject to the Agreement) will only be paid for a Framework completion within five months of the actual leaving date of learning. This only applies to programmes that are eligible for Apprenticeship funding.

L16. The Contractor is advised to refer to the published Apprenticeship Commissioning Programme (ACP) Timetables 2026/27 document for a comprehensive schedule of key dates relating to payment processing, including data freeze dates, submission deadlines, and expected payment dates. Adherence to these timelines is essential to ensure timely and accurate payments.

Change of Bank Details

L17. Where a Contractor wishes to notify the Client of a change of bank details, the Contractor should send this information to the following email address: payments.enquiries@gov.wales.

L18. When submitting these details, the Contractor should quote its G1 number. This number is contained at the top left hand corner of the Contractor's remittance advice slips (e.g. G1/Sxxxxxxx).

Section M

Security

M1. In providing the services the successful Bidder (and its Sub-Contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all Successful Bidders, Sub-Contractors and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Client. This section specifies how the Client's information assets must be handled. Compliance with this Section will be a standard agenda item in contract review meetings and documentation will be required from the successful bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/ monitoring events (e.g. the dates when training was undertaken; when access control logs were updated/ cross-checked; and when relevant policies were last updated).

M2. A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Agreement. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Agreement Period.

M3. Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client's Contract Manager without delay.

M4. The OFFICIAL–SENSITIVE marking must be retained on all Welsh Government information which is marked as such. Seek guidance from the Client's Contract Manager for new information being created as part of the Agreement. The Client is obliged to ensure that appropriate organisational and technical measures are in place to safeguard any personal data the successful Bidder processes in providing the services under the Agreement.

M5. Data created under the Agreement must be 'backed-up' on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.

M6. If 'Cloud' storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.

M7. All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Egress Switch or iShare Connect must be used when emailing information.

M8. All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g. laptops, must be encrypted (minimum FIPS 140-2/AES 256).

M9. Information at rest on servers/individual computers must be encrypted (minimum FIPS 140-2/ AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g. a data centre with access control measures, alarmed, arrangements for 24 hours security guards.

M10. Access to the information involved in the Agreement must be on a 'need to know' basis. Only authorised Bidder staff and Sub-Contractors who have received suitable training can be given access. A list of authorised Bidder staff and Sub-Contractors must be maintained and made available to the Client's Contract Manager on request.

M11. If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.

M12. The information collected in accordance with the Agreement remains the property of the Client.

M13. Only Bidder staff and Sub-Contractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Agreement. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.

M14. If it is necessary to take hard copy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g. by means of envelope/file/briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.

M15. Any hard copy data collected in connection with the Agreement must be retained until the Client advise of destruction date. The successful Bidder must confirm in writing when this has been done.

M16. The successful Bidder's processes must make it easy for its staff and Sub-Contractors to follow the rules (e.g. clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).

M17. The successful Bidder must hold accurate and verified information for all its staff and sub-contractors working on the Agreement in relation to proof of identity, nationality/immigration status, unspent criminal convictions and employment history. Evidence must be provided on request and the Client may verify the validity and expiry dates of any existing clearances with the relevant holding agency.

M18. The successful Bidder and their Sub-Contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Client.

M19. All Bidder staff working on this Agreement must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Client information that they are entrusted with by applying the measures set out in this Specification.

M20. On termination of involvement in the Agreement user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.

M21. Bidders will need to address how informed consent from children and their parents/carers and from adults at risk will be achieved. Bidders will also need to set out how relevant permissions in relation to access will be secured from statutory and voluntary organisations in line with the policies of such organisations (if appropriate).

M22. Bidders must also outline their policy/protocol for appropriately reporting any information gained in the course of the work that might indicate that a child or adult may be at risk. The protocol should be in accordance with the Regional Safeguarding Children or Adult Board procedures for the area in which the child/young person/adult at risk lives. The protocol should specify that where there are any concerns that a Child/young person/adult is, or may be at risk, those concerns will be notified immediately to the local social services department or the police and will be followed up in writing. This policy should be shared with the Contract Manager.

M23. The successful Bidder will need to maintain full and accurate records of the Agreement in accordance with the Agreement. Please note that on the basis of current obligations the document retention period is expected to be for a period of 15 years from expiry or termination; but please be aware that the specific date will be advised by Client which may be earlier or later than this expectation.

Section N

Personal Data

Information assurance

N1. Contractors must comply with all information assurance requirements outlined within this Programme Specification. The Client requires Contractors to operate digitally.

N2. For programmes started before 1 January 2024, contractors must also comply with the rules set out in the Welsh European Funding Office's (WEFO's) Eligibility Rules and Conditions for Support from the European Structural Funds 2014-2020. These national rules cover document retention, document formats and eCohesion.

N3. Contractors are responsible for ensuring that their delivery partners and consortium members comply with the information assurance requirements as specified below.

Accepted Security Standards

N4. The Contractor must demonstrate accreditation with Cyber Essentials Plus or ISO27001 certification, or an alternative information security standard accepted by the Client, provided that the alternative standard:

- Is recognised within the UK public sector or regulatory environment (for example, the Cyber Assessment Framework (CAF)); and
- Can evidence auditable, independently-assessed compliance against the defined security outcomes comparable to accepted security standards.

N5. The Information Assurance for Small and Medium Enterprises (IASME) standard (as a management standard for information security) may be used by any delivery partner or consortium member which:

- is an independent business, managed by its owner or part-owners and having a small market share, and either
- has 9 or fewer employees, or
- is responsible for 25 or fewer learners at any one time.

N6. The criteria for IASME attempt to minimise the impact of gaining and maintaining compliance with a security standard and to minimise the amount of participant data potentially at risk.

N7. Compliance with IASME instead of Cyber Essentials Plus must be agreed with the Contractor and with the Client; the Contractor must demonstrably ensure that all information processed under the Agreement is authentic.

N8. Delivery partners, typically small delivery partners, may use the Information Security Management System and management information system implemented by their lead Contractor to minimise the overhead of achieving compliance with an accepted standard.

N9. All security standards must be current throughout the operation of the commission.

Paperless – Digital Only Operation

N10. Contractors, their delivery partners and consortium members, must demonstrate:

- compliance with Cyber Essential Plus, or ISO27001 or another Client-accepted security standard (including, where appropriate, CAF-aligned controls) as “accepted security standards” for systems in which born digital data are held, and
- that all data, information and evidence required by the Programme Specification and guidance are held digitally, are authentic and can be accessed by the Client, WEFO and the European Commission when needed for inspection, investigation, verification or audit.

N11. The Client recognises that in exceptional circumstances the collection of new paper records may be necessary (for example, lack of Wi-Fi access; an employer’s security protocols). Such circumstances must be recorded within the Contractor’s procedures. Paper records must be uploaded into digital format at the earliest opportunity (at least weekly) and the record held thereafter in digital form. Original paper records must be disposed of securely.

Encryption

N12. All digital information and data must be encrypted in transit. Data at rest must comply with industry standards Structured Query Language (SQL) and Transparent Data Encryption (TDE) for data at rest on servers. In particular, personal or sensitive data being sent by email must be encrypted.

N13. A request to provide information to the Client via **Sharepoint Site - File Exchange** (to be arranged by the Client) will be made for audit purposes.

N14. This specification does not list products which provide adequate encryption. Contractors have the latitude to select products according to their business needs and may select products which comply with the standards when appropriately configured.

N15. Contractors should conform to any available National Cyber Security Centre (NCSC) guidance on product configuration. They should bear in mind that NCSC’s guidance will state the classification of the information that may be processed once a product has been appropriately configured. A product configured for OFFICIAL must not be used for information of greater sensitivity.

Information Sharing

N16. Participants and employers must provide authenticated confirmation that they consent to their information being shared. This will be provided through the completion of a Privacy Notice, supplied by the Client that is compliant with the General Data Protection Regulations (GDPR).

N17. Information may be shared between the Client, Contractors, delivery partners, consortium members, employers, and third party organisations for evaluation and audit purposes and other organisations mentioned in this Programme Specification.

N18. Information may also be shared using online services (e.g. the Learning Records Service) to automate business processes (for example, acquiring evidence of a participant’s highest qualification to show that they meet the eligibility criteria for joining a programme) provided that the terms and conditions of the service set out adequate arrangements for protecting the information being shared and the amount of information being shared is minimised.

N19. Contractors may wish to consider the Wales Accord on Sharing Personal Information (WASPI Home - Welsh Accord on Sharing of Personal Information) as a tried and tested framework for information sharing protocols.

Use of Mobile Technology

N20. To avoid concerns about data protection when collecting data as images on laptops, mobile phones or tablets Contractors should note that:

- Contractors must retain evidence and comply with the Programme Specification, guidance

and relevant laws.

- In particular, the Client expects Contractors to comply with the security sections of this specification and the GDPR.

N21. Using images applies to ordinary digital cameras and those in laptops, mobile phones or tablets. With this in mind the Client expects:

- Contractor's staff would use devices issued by their employer for business use only (i.e. not their own mobile phones).
- Mobile devices are appropriately protected and managed.
- Photographs would be downloaded (and, if necessary, redacted) quickly and not left on phones.
- Photographs would be stored securely for the duration of the retention period.

N22. Contractors should devise and follow processes which comply with the points above and which work well for them. If necessary, Contractors should take their own professional advice.

Records Retention – General

N23. All records, whatever their medium, must be available for inspection, verification or audit until they have been properly disposed of at the end of their retention period. See Section W: Audit for additional information.

N24. Contractors must report the location of all records to the Client. The Client will conduct a survey of Contractors annually.

Records Retention – Duration

N25. All records, whatever their medium, including Assessment and Referral Reports, must be kept until the Client notifies Contractors that the records may be disposed of. The retention period is two calendar years from the 31 December that follows the inclusion of the final eligible expenditure that signifies the completion of the programme. That is, if the final eligible expenditure is in January 2025, documents must be retained until at least December 2028. Records should not be destroyed until confirmation is received from the Client.

N26. The Client may still need to retain documents for a longer period if required by the applicable State Aid rules or if audits or investigations are underway and has been specifically advised to retain the audit trails until further notice.

N27. The actual date will be announced by WEFO. This means that WEFO will inform the Client, and the Client will inform Contractors. Post Brexit, the Client will review retention protocols.

N28. Contractors must follow a process for disposal that allows them to demonstrate that the records have been disposed of properly (for example, they could create and keep a certificate of destruction which lists the individual files destroyed).

N29. Records should not be kept forever; but please note the dates given for disposal of records are "do not destroy before" dates.

Records Retention – What to Keep

N30. The Contractor must retain authenticated information sufficient to verify:

- Evidence of information on participants supported and of activities undertaken, including achievements, outcomes and next destination of participants.
- Recruitment, training and review services and any other support provided to the learner by the Contractor.

- All information and data collected, stored and reported to the Client with respect to the Agreement.
- Audit visits and corrective actions undertaken.
- Delivery of each delivery partner arrangement including all information listed above.

N31. Contractors must note the following important points of detail:

- When retaining the above information, the Contractor must not seek to differentiate between participants and activities supported by ESF and any other participants and activities.
- Where Contractors enter into either administration or liquidation, then at the Client's discretion, the Contractor is contractually bound to pass all the relevant records on to the Client.
- WEFO and other ESF Auditors conduct quarterly audit reviews and will select samples from learner records.

N32. Non-compliance with the Client's requirements outlined herein may result in recovery of sums paid.

Obsolescence – Digital Continuity

N33. Contractors must ensure that the information they hold on behalf of the Client remains accessible and usable for the duration of its retention period.

N34. Contractors should bear in mind that the short period available to provide information which is required for audit (5 days) leaves little or no time for discovering and remedying any problems caused by holding information in formats that are no longer accessible.

N35. Contractors must ensure that any arrangements for digital continuity also preserve any data needed to demonstrate authenticity.

Contingency Planning and Disaster Recovery

N36. Contractors must have contingency plans in place for Apprenticeships Wales information management and processing. They must be able to demonstrate that these are effective by providing records which show that the plans have been exercised. The plans should explicitly cover the loss of a delivery partner or consortium member.

Data Loss

N37. Contractors must report security incidents affecting or likely to affect data processed under this Agreement to the Client immediately once aware of the incident. Contractors may use Egress Switch as a secure means of exchanging information about an incident using the askACP@medr.cymru email address. Contractors must cooperate with the Client and share information without undue delay.

N38. The Contractor must have systems in place to ensure that they are diligent with the personal data of participants. In situations where a participant is at risk of identity theft due to lost data or lost or misplaced paper records, the Contractor must encourage the participant to register with the Credit Industry Fraud Avoidance Service (CIFAS) at Protective Registration the cost of which must be paid by the Contractor. Further, the Contractor must ensure that the Information Commissioner's Office is notified promptly. See ICO for further information.

Authenticity

N39. The Programme Specification uses the term "authenticated" whenever there is a

requirement to prove that information is:

- Of undisputed origin and not a copy; genuine.
- Based on facts; accurate or reliable.

N40. This is usually for information which is needed for scrutiny, investigation or audit.

N41. Authenticity is partly about operating processes designed to guarantee authenticity and partly about gathering metadata which demonstrates that those processes (and only those processes) have taken place. Contractors should ensure that the information they process, including a participant's confirmation and agreement, is demonstrably authentic.

N42. Contractors must ensure that any digital systems maintain accurate and reliable records. For example, if they record date, time, location or identity to help authenticate a record they must record the actual date, time, identity or location for the record's creation. When connectivity permits, the authenticating record should be created at the same time as the record it authenticates; it should rarely be created later.

N43. For a standards-based approach, BS 10008:2014 and its three codes of practice [14] set out a comprehensive approach to establishing and maintaining the authenticity of information well enough to satisfy the courts (referred to as "legal admissibility").

N44. Common characteristics of authenticity for all media include:

- Clear links between each accounting record and its supporting documents.
- Tamper proof (or at least tamper evident with mechanisms to alert staff when tampering has occurred).
- Authorised deletion leaves a permanent record that deletion took place.
- Unauthorised deletion or replacement is prevented.
- Version controlled with the ability to see previous versions (subject to the need to redact information according to clear rules).
- Complies with GDPR.
- The process used to determine authenticity creates a record of each check and these records can be interrogated alongside the original data/evidence (e.g. a record showing that the system has authenticated the submitter of new claim data by making them login using a user id and password that are subject to agreed policies and procedures).
- The processes used to acquire data and metadata are reliable and repeatable.

N45. For digital data and metadata these also include:

- Data originated in an external system that is accepted as authoritative (e.g. GOV.UK Verify, Learning Records Service (LRS), Careers Wales).
- Data entered into the system by an individual who is trusted and has previously been authenticated by someone else who has already been authorised.
- Data protected in transit by strong encryption to at least FIPS 140-2.
- Computer to computer data transfers ensure that both computers are what they claim to be by exchanging and checking digital certificates (X.509).
- Person to computer exchanges use known login using ID issued by system manager and protected by password or two factor authentication (may need assurance for individual that they're logging into the right computer).

N46. On paper they also include:

- Recognisably what it's supposed to be because it complies with the specification for the

[14] The codes of practice are BSI BIP 0008-1, -2, -3

type of document (e.g. that the document really is a UK Passport).

- Recognisably authenticated and dated by an individual that is already known and trusted.
- Copied in a way that's tamper proof (or at least tamper evident) (British Standard (BS)10008:2014).

Signatures

N47. Manuscript signatures in an electronic form (for example scanned images of manuscript signatures) are of little value in authenticating digital records and are therefore not accepted. They are too easily copied and abused. Modern digital systems offer far better approaches to authentication.

N48. There is a wide range of digital equivalents to "authenticated and dated". These are developing quickly as technology advances. Records created following login with an individual ID and password are likely to be acceptable. For example, the record of a progress review is likely to be acceptable if the learner has had to login with their own ID and password in order to mark it as "agreed".

N49. Practical methods which record additional data about an element of the learner's record – metadata – will be useful in establishing authenticity. For example, a solution which automatically records the date, time and location of a periodic progress review together with the assessor's ID and keeps these in an unalterable form will be useful. The value of such controls may best be established as part of the risk assessment for the Contractor's ISMS.

N50. For particularly significant records, Contractors may consider the use of two factor authentication. For example, the conclusion of learner sign up might require that the learner login to the Contractor's systems and enter a code sent to their mobile phone.

N51. Other examples can be found among common commercial sign up and password change mechanisms which involve an exchange of emails (validating the email address) and special web page links. Digital certificates are especially useful for authenticating exchanges of data between computer systems.

Preferred Media

N52. All media are acceptable, but choice of medium should bear in mind the preference for digital and for originals. The order of preference for Apprenticeships Wales, from most preferred to least, is:

- Born digital (held in a system that meets accepted security standards).
- Certified digital scans of original paper.

General Data Protection Regulation (GDPR)

N53. Contractors must, as a matter of law, comply with the GDPR. In order to comply with the Agreement and the European funding guidance, the Client requires Contractors to supply individual participant information to validate the support given. The Client will become Data Controller for this information at the point at which it is provided.

N54. Provision of the services will require the processing of personal data. The successful bidder will be data controller in its own right in order to provide services to their learners but acknowledge that the Client will be a data controller in common for certain information in order to fulfil its own purposes. The table below provides details of the Clients processing for information:

Description	Detail
Legal Basis for Processing	Personal Data is processed under Article 6(1)(e) GDPR 2018. The legal basis is established in the following: Learning and Skills Act 2000 ss33-35, Education Act 2002 s14, Education Act 1996 s10, Employment and Training Act 1973 s2, and s70 Government of Wales Act 2006. Special Category Data is processed under Article 9 (a) specific consent.
Subject Matter of the Processing	Learner data is captured to determine eligibility to receive funding including European funding (not applicable for programmes started on, or after 1 January 2024) to participate in the programme of learning and/or support and to update LLWR. The Contractor disseminates this information to the Client under the Agreement. The Client then process the data for its requirements. The Contractor also uses this data for its own requirements.
Duration of the Processing	The Client will retain information for a period of 10 years after the period of funding ends as established within LLWR.
Location of Processing	Data Will be processed within the EEA (UK).
Nature of the Processing	For Apprenticeships Wales Programme processing involves the collection, storage and dissemination of individual learner/participant data to the Client.
Purposes of the Processing	For the Apprenticeships Wales Programme the purpose of the data processing undertaken by the Client will enable the Welsh Government to undertake planning, funding and policy development as well as monitoring outcomes (such as achievement of qualifications and sustainable employment).

Description	Detail
Type of Personal Data to be Processed	For the Apprenticeships Wales Programme the type of personal data to be processed includes: Personal data and special category data as defined in the GDPR is collected by the Contractor about individuals and sent to the Client via the LLWR. This includes: A unique learner identifier (created by the Client) A learner Identifier number (created by the Contractor) Surname Forename Address Postcode Telephone number National Insurance Number Business Address Educational records Employment records Language of Provision Dependent children Single adult household Jobless household Dependent children Migrant status Care or childcare responsibilities Gender Surname at 16 Date of birth National Identity The last school attended The year learner left school Unique learner number (created by the Learning Records Service) Whether the learning has been received in Welsh. Special Category Data includes: Ethnicity Disability type Health Condition

N55. Contractors must ensure that their employees understand the Contractor's data protection responsibilities and that any employees whose role involves contact with learners (especially those involved in signing up learners) can explain the fair processing notice and how this complies with the GDPR.

Fair Processing

N56. The Client has developed a fair processing notice (known as the privacy notice) which can be found at: Lifelong Learning Wales Record: privacy notice which covers its role as a data controller and the Contractor's role as data controller with the assistance of Contractors and participants. This is mandatory for each learner supported by the Client to be given sight of this notice.

Adequate, Relevant, Not Excessive

N57. Contractors are expected to exercise care when deciding what data to collect and share, particularly when making copies of key personal documents (for example, as evidence of eligibility). In particular, they must take care to comply with article 5 of the GDPR which require that all personal data being processed is adequate, relevant and not excessive for the purpose for which they are being processed.

N58. When source documents contain more information than needed Contractors must ensure that any excess information is redacted effectively if the copy of the evidence is retained.

N59. The eligibility evidence requirements (see Section X: Evidence Requirements) set out the eligibility checks to be completed and documented for each participant, describe the forms of evidence that are acceptable for verification.

N60. For example, a participant is eligible if they have the legal right to live and work in the UK. For this, Contractors might examine a participant's passport and make a copy of it which they retain. However, for the programmes started from 1 January 2024 Contractors are not required to retain the copy of this eligibility criteria therefore a copy should not be taken.

N61. This allows Contractors to demonstrate that they have complied with the rules on learner eligibility. However, Contractors must also comply with the GDPR which says that the data you collect and keep must be "adequate, relevant and not excessive". This means that you must copy enough information but no more. To be useful evidence, your copy must clearly show:

- What the document is and that it is genuine.
- The identity of the learner.
- The details that demonstrate eligibility (for example Framework or industry entry requirements for a specific programme).

N62. Removed

N63. Removed

N64. Contractors should not retain any un-redacted data and should not retain any evidence not required by the Client.

Contractor Responsibilities and the Management of Delivery Partner Risks

N65. It is the responsibility of the Contractor to ensure these standards are met by all delivery partners and consortia members. It is also the responsibility of the Contractor to ensure that all delivery partners and consortia members adhere to the requirements contained in this Programme Specification.

N66. The Contractor must undertake a risk assessment when entering into a sub-contract with a delivery partner. In all instances where a sub-contract relationship exists, the Contractor must enter into formal agreements with delivery partners.

Section O

Intellectual Property Rights (IPR)

O1. The use of any and all intellectual property rights developed under or utilised in relation to the Agreement is governed by the Agreement.

O2. If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the services, that Bidder must provide a list describing the intellectual property rights to be used.

O3. If in delivering the services the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third party intellectual property rights; together with confirmation that the Bidder has (or will have) the written permission of the third party to reuse their intellectual property.

Section P

Health and Safety

P1. All Contractors funded by the Client must have in place an effective Health and Safety Management system which, as a minimum, complies with legislation.

P2. The Contractor's health and safety management system must cover all its undertaking including (where appropriate) consortium members and Sub-Contractors.

P3. The Contractor must undertake an audit of its health and safety management system and produce a report at least annually.

Section Q

Safeguarding

Q1. The Contractor shall ensure it meets its statutory requirements by ensuring that its staff and those staff of consortium members are appropriately registered with the Education Workforce Council.

Q2. The Contractor, its consortium members, Sub-Contractors and delivery partners should comply with the Keeping Learners Safe guidance, which can be found at: Keeping learners safe

Q3. The Keeping Learners Safe guidance is aimed at schools and colleges, for whom it is statutory.

It is advisory for Apprenticeship providers. However we have produced a combined Safeguarding and Prevent Self-assessment Toolkit and Guidance specifically for Apprenticeship providers which at: Repository - Hwb

Q4. Successful Bidders must ensure that appropriate checks have been undertaken through the Disclosure and Barring Service (DBS) for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Agreement (NB DBS checks are not required for persons with access to information as opposed to face to face contact). Evidence that these checks have been performed should be presented to the Client once they have been completed and prior to any contact.

Section R

Community Benefits

Definition of community benefit in Wales – the approach

R1. Community Benefits refers to the inclusion of 'community benefit objectives' or 'social clauses' as contract conditions in public sector procurements designed to provide added value / additional benefits over and above those for which the contract has been put in place, that ensuring wider social, economic and environmental issues are taken into account whenever possible when tendering construction, service or supplies contracts'.

R2. The Client has decided to take a non-core approach to Community Benefits, this means that the Community Benefits proposal that a Bidder returns as part of this tender process will not be evaluated and scored.

R3. Procurement in Wales is governed by the Wales Procurement Policy Statement which sets out 10 principles for the public sector in Wales. Principle 4 requires the delivery of social, economic and environmental benefits through the effective application of Community Benefits. The Client views the use of the Community Benefits approach as integral to its commitment to sustainable development and a key mechanism for delivering against its duties under the requirements of the Well-being of Future Generations Act 2015 Well-being Goals.

Community Benefits and the priorities to address

R4. All Contractors are required to have a Community Benefits Policy that is designed to support a number of strategic priorities in other policy areas. In relation to the Agreement the Client wants Bidders to focus on the following Community Benefits:

Priority areas are:

- Supply chain opportunities.
- Retention and training for the existing workforce.
- Promotion of Environmental Benefits.
- Promotion of Social Businesses.
- Contributions to Education – Numeracy, Literacy and STEM subjects (Science, Technology, Engineering and Maths subjects).

R5. It is important to ensure that Agreement delivery achieves Community Benefits over and above the Agreement itself and also is clearly linked to the successful Bidder's expertise and the subject of the Agreement.

Management of Community Benefits Delivery

R6. Contractors should appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefit. The Contractor must report progress using the Community Benefits measurement tool every 12 months which can be viewed by clicking the link below. This will need to be built into the successful Bidder's Key Performance Indicators and monitored on an ongoing basis via Contract meetings.

R7. In addition, Contractors are required to provide detailed information on how they support the Client's commitment to deliver community benefits.

R8. Contractors are encouraged to secure other positive outcomes that would benefit the

community in which they work, and are further encouraged to share best practice with other contractors and delivery partners.

Innovation is encouraged and this list is not exhaustive

R9. It is important to ensure that Agreement delivery achieves Community Benefits over and above the Agreement itself and also is clearly linked to the successful Bidder's expertise and the subject of the Agreement. The expectation is that any Non-Core Community Benefits proposal will be delivered on a cost neutral basis.

Management of Community Benefits Delivery

R10. The successful Bidder must work with the Client's Contract Manager to maximise the community benefits delivered through the Agreement. Bidders will appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefit. The Community Benefit Proposal and progress against objectives will be a standard agenda item on Contract review meetings.

R11. Removed

Post Agreement award

R12. As part of the Agreement, the successful Bidder must report progress in this area using the Community Benefits measurement tool every 12 months which can be viewed by clicking the link below. This will need to be built into the successful Bidder's Key Performance Indicators and monitored on an ongoing basis via Agreement meetings.

Further Help and Guidance

R13. For more detailed guidance on how to plan Community Benefit objectives and how to use the tool, please contact Welsh Government Commercial Policy and Delivery Team – CommercialPolicy@gov.wales

Section S

Environmental considerations

S1. The Client is committed to minimising the effect of its day to day operations on the environment and contractors are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.

S2. Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.

S3. Factors to be considered should include areas such as:

i. Adopting an environmental management system which includes focus on disposal of waste and packaging.

ii. More efficient use energy and water.

iii. Beginning to embed sustainability into the provision of goods and services supplied to the Client.

iv. Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible.

v. Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles.

vi. Building an environmentally friendly work culture through training and high quality communication with staff.

The Contractor should be aware of and actively support the Welsh Government's Environmental Policy.

Section T

Eco-Code Guidance

T1. Within its responsibilities to manage delivery partners, Contractors are required to provide information on the Eco-Code to their participating employers. This is attached at Annex H.

Section U

Well-Being of Future Generations

U1. The Contractor must have documented strategies to support the well-being of future generations, encompassing objectives that are designed to maximise its contribution to achieving each of the well-being goals as follows:

- A prosperous Wales.
- A resilient Wales.
- A healthier Wales.
- A more equal Wales.
- A Wales of cohesive communities.
- A Wales of vibrant culture and thriving Welsh language.
- A globally responsible Wales.

U2. The strategies must reflect the Client's well-being objectives, which set out how the Well-being of Future Generations Act will help deliver the Client's commitments. The strategies must also incorporate an implementation plan, to include specific objectives, targets and priorities.

U3. This should be reviewed on at least an annual basis as part of the Contractor's self-assessment cycle.

U4. The Contractor must nominate a member of staff who is responsible for co-ordinating and monitoring its strategies, and whose job description reflects this role.

U5. Further information on the Well-being of Future Generations Act can be found at Well-being of Future Generations (Wales) Act 2015: the essentials

Section V

Ethical Supply Chains

V1. The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the services. The Client's policy in relation to Ethical Employment Practices in the Client Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation:

Ethical employment in supply chains: code of practice

V2. The Client encourages employers to pay at least the Living Wage Foundation living wage. Living Wage Foundation living wage is mandatory for tenderer employees.

Audit

W1. Contractors must put in place internal control systems to ensure that the data submitted to the LLWR are:

i. accurate

ii. compliant with the terms and conditions of funding set out in this Programme Specification and supporting guidance documents; and

iii. supported by the documentary evidence which is required by the terms and conditions of funding which is maintained as part of a clear audit trail.

W2. All Contractors with Programme Commissions will be subject to audit by the Client.

W3. Where significant weaknesses are identified in the control environment, the Client reserves the right to require the Contractor to appoint and finance an external auditor. The external auditor must be a registered auditor. The external auditor will be required to perform testing in line with the Welsh European Funding Office (WEFO) audit certification instruction guidance for the 2014-20 Structural Fund Programmes (not applicable for programmes started on, or after 1 January 2024).

W4. Where Contractors are required to appoint and fund an external audit due to significant issues being identified, the Client will require access to the external auditor to:

i. establish scope and objectives of the work

ii. obtain assurance on the quality and consistency of work being undertaken; and

iii. obtain assurance on the adequacy of report findings.

Non-Compliance

W5. Where non-compliance with payment conditions is identified, sums paid to the Contractor may be recovered, without prejudice to any other rights and remedies available to the Client.

W6. Where the non-compliance is found to be material, or of a systemic nature, in addition to the foregoing, the Contractor may be required to undertake a 'self-audit' to establish the full extent of non-compliance and any recovery due. The Client will review and test the findings of the self-audit.

Other Auditors

W7. Contractors will be subject to audit reviews conducted by the following:

i. the Wales Audit Office

ii. the Welsh Government's internal audit service

iii. the Welsh European Funding Office

iv. the European Court of Auditors

v. the European Commission; and

vi. other external auditors as deemed appropriate and notified in writing by the Client.

W8. The contractor must ensure that records requested for audit are provided to the Client in no more than **5 working days** following the request. The contractor should ensure that their records management arrangements are sufficiently robust.

Section X

Evidence requirements

Participant eligibility evidence (for programmes with a start date before 1 January 2024)

X1. It is the responsibility of the Contractor to obtain the appropriate evidence from the participant prior to their Start Date on Apprenticeships Wales, or at the earliest opportunity thereafter. Separate guidance will be provided to support the collection of programme evidence. The table below lists the evidence required to confirm a participant's eligibility for Apprenticeships Wales (**for programmes with a start date before 1 January 2024**). This evidence will be used to satisfy both the entry requirements of the Apprenticeships Wales Programme and the 2014-2020 European Social Fund Programme eligibility requirements where applicable.

Criteria	Example evidence*
Legal right to live and work in the UK during the period of support	Examples of acceptable evidence can be found at: European Social Fund 2014 to 2020: assessing participant eligibility
Educational attainment – level of existing qualification prior to entry	Qualification certificate Records from academic institution/qualification body No independent evidence is required to demonstrate No Qualifications
Employment Status - participant must be employed at the start of t programme	Most recent payslip Confirmation of employment from the employer
Age 16+	Birth Certificate Driving Licence, full or provisional Passport

*Further examples of acceptable evidence can be found at European Social Fund 2014 to 2020: assessing participant eligibility

**National Insurance evidence must match National Insurance number entered in Field shown.

X2. In exceptional circumstances, and where an individual is unable to provide the evidence as listed, it is the responsibility of the **Contractor to follow the approved '4 step approach' to obtaining evidence** as set out in the link above. Where a Contractor feels they must take this approach, each step must be fully documented and agreed by the individual. Further guidance regarding this process can be provided by the Client.

Participant eligibility evidence (for programmes with a start date on or after 1 January 2024)

X3. 31 December 2023 marked the end of EU funds in the UK. The Client reviewed the eligibility evidence requirements with the aim of removing unnecessary bureaucracy and streamlining the sign-up process, whilst ensuring eligibility for funding is fully supported. The table below lists the changes to the evidence requirements for Apprenticeships Wales for **programmes started on, or after 1 January 2024.**

Criteria	Evidence Requirements
Learner's identification - full name and age	**Learner's name and age must be verified by provider and confirmation documented / recorded in the file.** (Provider does not need to retain the evidence) Provider to ensure that documentation provided to verify age and identity is genuine and presented by the rightful holder.
Right to work in the UK	**Provider to ensure that right to work checks are carried out by employer.** The employer has to retain records of evidence of right to work in the UK checks to provide them with a statutory defence against any civil penalty for illegal working. This may also apply to the host employer as well as the employing organisation (i.e. agency). **Provider (where they are not the employer) do not need to retain this evidence.** Provider will however need to ensure that employers are aware of and meet their responsibility to carry out and retain evidence of right to work checks for the apprentice. **Provider will need to confirm this by signing the Apprenticeship Learning Agreement.** *To check person's immigration status employers must follow the Home Office guidance when conducting right to work checks - Right to work checks: an employer's guide* *They should follow 3 steps process (Obtain, Verify, Copy) when conducting one of the three checks:* • *conducting a manual check, please see 'Manual check'* • *conducting an online check, please see 'Home Office online right to work check' (If the individual has settled or pre-settled status under the EU Settlement Scheme, or if they have a biometric residence permit or biometric residence permit, an online right to work check must be carried out (not a manual check)* • *conducting a check via an IDSP, please see 'IDVT*

Criteria	Evidence Requirements
	check using an IDSP' (Only British and Irish nationals can use an IDSP to prove their right to work) ***Employers may also wish to use the online interactive tool** 'Check if someone can work in the UK', which will take them through the process by asking a series of questions.* Checks must be done and right to work must be established before the apprenticeship begins. **Employers will need to confirm their adherence to UK immigration law in respect of apprentice's right to live and work in the UK by signing the Apprenticeship Learning Agreement**.
Residency eligibility for apprenticeship funding	Please see Annex I for the eligible residency categories. **Evidence of the eligible residency category to be verified.** Provider does not need to retain a copy of the evidence. **Provider will need to confirm the verification of the evidence by signing the latest version of the Apprenticeship Learning Agreement.** If an eligible person needs to have lived in the UK and the Islands, EEA, or Switzerland for the three years before starting the program, their addresses for those three years must be recorded. The provider doesn't need to verify these addresses.
Learner's attainment prior to the start on the apprenticeship programme	**Level of prior qualification to be documented / recorded in the file.** It is no longer required for provider to hold the evidence of the learner's highest qualification on entry in the file. The highest qualification on entry, however, must be declared and documented. (LP22 to be recorded on LLWR).
Employer's address in Wales	**Evidence to be verified by the provider and the address documented in the file** Employer's address, or where different, **learner's place of work** in Wales at the start of the programme must be verified by the provider during the enrolment process and documented in the file.
Learner's Employment status	**Evidence to be verified by the provider and documented in the file.** Learner's employment with their employer on the first day of their apprenticeship must be verified by the provider during the enrolment process and confirmation of this verification documented in the file.
Learner's residency	**Learner's address to be documented.** Learner's residency in the UK is required as part of the residency eligibility checks. **Evidence of learner's residency in Wales** is required for those learners who are **home workers or have hybrid working arrangements** (and work more than 51% of their time from home) **and where their employer is based outside of Wales**. This needs be stipulated in their contract of

Criteria	Evidence Requirements
	employment, or otherwise confirmed by employer at the start of the programme.

X4. Please refer to paragraphs N42-N49 for guidance on authenticity.

Section Y

European Union Funding and Compliance Guidance

Y1. Apprenticeships Wales were part funded by European Social Fund (ESF) money, administered under the European Structural and Investment Funds Programmes 2014-2020. **These programmes concluded on 31 December 2023.**

Y2. This section contains a summary of the ESF administration requirements that Contractors and delivery partners must comply with **for programmes started prior to 1 January 2024.**

Y3. The requirements apply to all parties involved in the delivery of the Apprenticeships Wales programme. This includes the lead Contractor, delivery partners including Sub-Contractors and any third-party delivery partners. However, it remains the responsibility of the lead Contractor to enforce the requirements through its supply chain.

Y4. Contractors are required, as a part of their Agreement with the Client, to comply with the requirements of any European Funding awarded to support the programmes.

Y5. The compliance requirements apply to the Agreement holding organisations, consortium members and all Sub-Contractors.

European Social Fund (ESF) Publicity Requirements

Y6. This section should be read in conjunction with the full WEFO Information and Publicity Guidelines 2014-2020 which can be found at EU Structural Funds 2014 to 2020: publicity guidance**.**

Y7. A European Union condition requires ESF projects to give proper regard to publicising the financial support received from the ESF. This means that participants, delivery partners and the general public are made aware that the programmes are part funded through the ESF. The support must be acknowledged on programme paperwork, inside or outside buildings, and in any interaction with press, media or the general public. The minimum publicity requirements of the funding programme are noted below.

Y8. All Contractors must adhere to the minimum publicity requirements of the funding programme as contained in the Information and Publicity Guidelines 2014-2020 and any subsequent guidance: EU Structural Funds 2014 to 2020: publicity guidance

Forms and Paperwork

Y9. Any forms (paper or electronic) that are used for collecting and/or recording project information must have appropriate logos and/or statements that acknowledge the support from European Funds.

Use of ESF Logo

Y10. The following must include the ESF logo in colour:

- Websites/pages promoting the Apprenticeships Wales Programme.
- Email publications.
- E-newsletters.

- Email signatures of ESF funded staff.
- Hard copy/paper documents where colour is used anywhere else in the document.

Y11. Black and White logos can be used for the following documents where colour is not practical/ possible, but only where the document is being produced entirely in black and white:

- Guidance documents (unless online).
- Award certificates where not externally sourced.
- Marketing materials and any pre-recruitment forms (NB: where entirely black and white).
- Such leaflets and forms must comply with Client requirements and must not in any way deviate from these requirements.
- Letters, acknowledgement slips, business cards.

Y12. The following digitally born forms should also comply with the requirement stated herein:

- Registration/enrolment forms confirming participant details.
- Employment Action Plans, activity records and review forms (each review).
- Award and completion forms.
- Change of circumstances forms.
- Evaluation/follow up forms.

Y13. These requirements apply to any other documentation linked directly to the Apprenticeships Wales Programme.

Using Welsh Government Provided Templates

Y14. The Client will provide templates of certain forms for use. Using these forms will ensure that you collect the necessary data and that you use the current WEFO approved ESF logo and publicity text. Client approved templates will be posted on the Welsh Government Apprenticeships Wales web-pages. Use of Contractors own forms will not be permitted.

Use of Funding Statement

Y15. The following statement (confirming that the participant has been informed that Apprenticeships Wales is supported by the ESF) must be clearly identifiable on both (a) the participant's registration/ enrolment document, and (b) the Employment Action Plan.

> *'In signing this form, I am confirming that I have been made aware that the Apprenticeships Wales programme supporting me is part financed by the European Social Fund through the Welsh Government.'*

Verbal Notification of ESF Support

Y16. In addition to the above written acknowledgements, it is also a requirement of funding that Contractors verbally make all individuals participating in the Apprenticeships Wales Programme aware of the support provided by the ESF towards their programme of support, at their point of registration/enrolment.

ESF Publicity in Marketing Materials

Y17. All published marketing materials relating to Apprenticeships Wales must include acknowledgement that Apprenticeships Wales is funded by Welsh Government and the ESF (the ESF logo may be removed for the programmes started on, or after 1 January 2024). This includes, but is not limited to, Contractor letterheads, email signatures, compliment slips, press releases, event materials and promotion literature. As a minimum, the ESF logo must be

incorporated into the literature.

Contractors must also use the following phrase in all formal correspondence with learners.

> *"Mae Cymru'n Gweithio, a arweinir gan Lywodraeth Cymru, yn cael cymorth ariannol gan Gronfa Gymdeithasol Ewrop".*
>
> *"The Apprenticeships Wales Programme, led by the Welsh Government, is supported by the European Social Fund".*

Y18. Websites promoting Apprenticeships Wales must clearly acknowledge the funding received from ESF. Further information regarding how the ESF logo must be used electronically can be found in the full WEFO Information and Publicity Guidelines 2014-2020: EU Structural Funds 2014 to 2020: publicity guidance

Y19. Organisations in receipt of ESF funding or delivering ESF funded programmes and projects may be required to display an ESF publicity plaque and or an ESF publicity poster. These can be obtained free of charge from the Client upon request via askACP@medr.cymru.

Y20. Contractors must have at least one ESF publicity notice in a visible position at each relevant venue where Apprenticeships Wales delivery takes place plus any main office (if different). Such notices must always be positioned to provide maximum visibility by the general public and participants.

Other Publicity

Y21. Contractors are required to acknowledge the ESF funding provided through the Welsh Government in any presentations, speeches or articles for conferences, newsletters or presentations.

Y22. Welsh Government welcomes positive news stories to highlight the contribution that the ESF is making in Wales. Case Studies will be collected routinely during the period of the Agreement.

ESF Publicity Portfolio

Y23. Contractors are required, as part of their Agreement, to retain a file of specific evidence of ESF publicity.

Y24. These might include marketing materials, presentations, speeches, newspaper articles, letterheads, email signatures, photographs of ESF plaques/posters at various learning sites and premises, and any other examples of such publicity.

Y25. Whilst auditors will retain the right to verify processes and systems on the ground, the ability to provide this publicity evidence portfolio to an auditor immediately on request can help to reduce the likelihood of more detailed system verification by auditors because your paperwork will demonstrate that Contractors are collecting the relevant data and are meeting the ESF publicity requirements.

Avoiding Double Funding and Counting

Y27. The purpose of this section is to help Contractors avoid double funding and counting between different projects, including other ESF projects.

Y28. It is essential that Contractors do not attempt to attract ESF grant towards the same programme costs, activities and/or outcomes. Costs associated with participant time, activity or outcomes which form part of the delivery of the Apprenticeships Wales programme must not be counted towards any other European Union funded projects.

Y29. Contractors must not treat payments received for the Apprenticeships Programme as match funding toward other European Union projects. Any payment either intentionally or inadvertently made by WEFO to a Contractor for any activity already undertaken under another programme and funded by the Client would represent double funding.

Y30. The following explains in more detail the circumstances that are most likely to arise, and seeks to assist Contractors to identify where a risk may exist. Where there is any doubt the Contractor should contact the Client via askACP@medr.cymru

Y31. Double funding may occur when:

- Payments made to Contractors by the Client in respect of Apprenticeships Wales are used or counted by the Contractor as match funding towards other European projects.
- Costs incurred by a Contractor in delivering Apprenticeships Wales are included in other ESF projects as actual project costs.
- The same participant is counted in more than one ESF project for the same activities, outcomes or costs.

Y32. However an Apprenticeships Wales participant may also undertake an entirely separate programme of ESF supported learning (e.g. a specific language course or IT training in evening classes), where that additional learning is not a part of, and is not being reported as part of, the participant's Apprenticeships Wales programme.

A learner who is undertaking a Apprenticeship Programme either in employment or in centre-based provision, may also undertake an entirely separate programme of ESF supported learning e.g. a specific language course or IT training in evening classes, where that additional learning is not a part of and is not being reported as part of the learner's Apprenticeship Programme claims and returns via LLWR.

Y33. The Client does not object to the additional activity, provided:

- The additional learning does not detract from completion of the Apprenticeship programme or progression from it by the learner.
- The additional learning is not already a requirement of the Apprenticeship programmes specifications for that Apprenticeship programme (and thus already funded).
- The Client will not provide match funding certification or costs towards the additional activity (relating to other ESF projects).
- Outcomes achieved and costs incurred by Apprenticeship and additional learning programmes remain distinct, separately measurable and can be demonstrated as complementary not duplicative.
- Where a learner completes their time and activity on a Welsh Government Apprenticeship programme and has left the programme, the learner may progress onto a further ESF supported programme (e.g. further learning, job search etc. including a further Apprenticeship programme where deemed appropriate and as governed by Apprenticeship programme rules). For further advice and guidance, please contact the Client via askACP@medr.cymru to clarify individual circumstances.

Section Z

Cross Cutting Themes Requirements

Z1. The Cross Cutting Themes (CCTs), as referred in European Social Fund: cross-cutting themes are issues that touch on general principles such as democracy, equality, sustainability and good governance. CCTs needed to be integrated into all areas of the European Funding programmes delivery, in particular when considering employment opportunities and breaking 'non-traditional' barriers in relation to gender and skills.

Z2. After the cessation of EU Funding in Wales, contractors are expected to continue to integrate principles of cross cutting themes through the effective application of Community Benefits. The Client views the use of the Community Benefits approach as integral to its commitment to sustainable development and a key mechanism for delivering against its duties under the requirements of the Well-being of Future Generations Act 2015 Well-being Goals. For further advice and guidance on Community Benefits, see Section R.

Marketing and Communications

AA1. The Contractor must ensure that any marketing and communications activity undertaken in relation to Apprenticeships by itself, consortium members or Sub-Contractors, underpins and does not contradict the Client's learning and skills marketing and communications.

AA2. The Contractor will be required to participate in collaborative marketing activities and national campaigns (e.g. Apprenticeship Week, Apprenticeship Awards), Ministerial visits, Events (e.g. SkillsCymru), Equality and Diversity initiatives, and Press and Publicity as determined by the Client.

AA3. The Contractor shall have an annual marketing and communications plan. This plan shall be shared with the Client and align to the contractor's business need and be inclusive of activities contained within the Welsh Government's annual plan. It should be a detailed account of all elements of marketing and communications and include:

- the activities you intend to undertake
- who you will be targeting with the publicity
- when you intend to carry out each publicity activity
- the budget available for each activity
- the expected outcomes
- details of how you intend actively prioritise Welsh language and bilingual provision.

AA4. The Contractor shall evaluate its marketing and communication activities and copy the evaluation to Welsh Government Marketing. The Communications and Marketing plan should be reviewed on a termly basis and the Welsh Government's learning and skills marketing and communications team should be informed of any change.

Providing evidence of marketing and publicity

AA5. During the monitoring of your project, the Client will make regular checks of the publicity and promotional materials organisations are producing and may ask you to send samples of these.

AA6. The Contractor is required to:

- Provide a named contact responsible for managing communications, publicity and marketing for the Agreement.
- Send drafts and briefings of marketing and publicity materials before publishing (this will prevent errors that may result in publicity needing to be withdrawn or reissued).
- Provide evidence of all press and social media coverage achieved and copies of releases.

Branding

AA7. Contractors and Sub-Contractors must publicise funding from the Client.

AA8. All marketing and communications activity must be in line with the Client's Marketing and Style Guides current at the time. For further information, please email: askACP@medr.cymru .

AA9. ESF acknowledgment in marketing and communications materials is no longer required

from 1 January 2024. The ESF managing authority may however audit the communications within each project published, or used during the ESF Funding period.

AA10. The consequences of non-compliance are potentially serious and could lead to a reduction of the funding paid to each project. Therefore, it is important that projects retain verifiable evidence that communication activities and publicity materials were fully compliant with ESF branding guidelines prior to 1 January 2024.

Additional Guidance

AA11. Any queries on branding should be referred as follows:

- queries or requests related to the Welsh Government, or Medr logo should be emailed to askACP@medr.cymru

AA12. Contractors must comply with the Client's Guidance for the use of the Welsh Language in Welsh Government communication and marketing work Welsh Language Standards: communication and marketing guidelines Welsh Language Standards: communication and marketing guidelines

Press Releases

AA13. The Client requires the contractor to supply a minimum of four case study leads per campaign and on request to support ongoing Programme and ministerial requirements. These may be per region, sector, audience (e.g. young people, employers, adults) to support Client priorities such as equality and diversity. These case studies will be used in national campaigns and other marketing and communications activity. When possible, the Client will advise contractors of how each case study had been used.

AA14. The Contractor shall be responsible for marketing Apprenticeship provision, ensuring that all marketing and communications activity is in line with the Welsh Government's Marketing and Style Guides current at the time. For further information email BrandingQueries@gov.wales;

NB: queries or requests related to the Welsh Government, or Medr logo should be emailed to BrandingQueries@gov.wales and askACP@medr.cymru .

AA15. All press releases must acknowledge the Welsh Government and must be forwarded to the Welsh Government Press Office Communications team for information purposes via askACP@medr.cymru .

AA16. Should the Contractor or consortium members or Sub-Contractors be asked to comment on any aspect of Apprenticeships to any of the media, the Welsh Government Press Office/Communications must be informed via askACP@medr.cymru before making any comment.

Consent forms

AA17. It is essential that you receive full and formal consent of everyone featured in a story, photograph, case study, news item or other feature. They must understand what giving consent means.

Data protection/(from 25 May 2018) General Data Protection Regulations

AA18. The GDPR/Data Protection Act requires that the person knows:

- who you are

- what their information or photo will be used for
- who else it may be given to
- provided the opportunity to give consent.

AA20. The best way to meet these requirements is to ask them to complete a consent form and to clear the proposed material with them before it's published for the first time. Your manager or marketing or communications colleagues may have a consent form you can use.

AA21. If children are featured, you must have written consent from their parent or legal guardian.

AA22. You should ensure your colleagues responsible for marketing, legal and data protection issues are content with your arrangements for confirming consent.

Customer Surveys and Evaluation

AA23. The Contractor must participate in customer surveys and evaluation activities as required from time to time by the Client.

Apprenticeship Vacancy Service

AA24. The Contractor shall be responsible for inputting vacancies on the Apprenticeship Vacancy Service or any future replacement service held by the Client and will be required to maintain the accuracy of this information during the lifespan of the Agreement. This is applicable for all programmes.

AA25. In addition, the contractor will ensure that reference is made to the AVS on any literature, campaigns, and websites going forward to ensure that we maximise the promotion of the service. The overall usage of the AVS will be monitored and tracked on a monthly basis by the Apprenticeships Team.

Courses in Wales/Course Database

AA26. The Contractor shall be responsible for inputting all its Apprenticeship provision on the Courses in Wales (Course Database) system and will be required to maintain the accuracy of this information during the lifespan of this Agreement.

AA27. Courses in Wales is a web enabled search facility that provides information on post-16 learning opportunities. The search facility is accessed by advisers, individuals and businesses via the Career Choices Dewis Gyrfa website and provides visitors with specific information on the variety of opportunities to train and learn in Wales.

AA28. For further information on how to access the search facility, please view "Courses in Wales" on the Career Choices Dewis Gyrfa website.

AA29. Contractors who have an Agreement to deliver Apprenticeship programmes are required to manage their own provision details. Contractors can do this by accessing the Data Entry Manager section of "Courses in Wales" on the 'Career Choices Dewis Gyrfa' website in order to add, edit or delete provision details. This is a straightforward process.

AA30. Once you have input your training courses, they will be checked by Career Choices Dewis Gyrfa and will be available for the general public to access within five working days.

AA31. Courses in Wales is developed and maintained by Career Choices Dewis Gyrfa. It is important that your training course information is included within "Courses in Wales" in order to provide a comprehensive database of all training and learning opportunities across Wales.

AA32. Should you require further information or assistance please email coursesinwales@cwwest.co.uk.

AA33. Contractors must establish and maintain contact with the appropriate Courses in Wales co-ordinator in Career Choices Dewis Gyrfa.

Skills Competitions

AA34. Contractors are encouraged to participate in skills competitions, such as World Skills.

AA35. Such competitions are highly effective as a promotional tool to capture the attention of individuals and employers and motivate them to engage in vocational training.

AA36. These events showcase excellence in vocational disciplines and inspire others as to the value of a vocational career. Skills competitions also encourage those already following a vocational path to achieve their full potential. Promoting skills competitions helps to target:

- young people at a cross-roads in deciding whether to take a vocational or academic career path in post-16 education and training
- apprentices and would-be apprentices to realise their full potential
- school-age children to see just what can be achieved by apprentices; and
- those not in employment, education or training (NEETS) to consider vocational careers and realise their potential.

Celebrating Success

AA37. The Client believes that success and achievement should be celebrated. Contractors must, at least annually, hold an appropriate graduation ceremony for Apprentices and it is suggested that similar ceremonies are held for other Learners and Participants. These ceremonies must be communicated to the communications and marketing team a month prior to them taking place.

AA38. Graduation ceremonies should be memorable occasions to recognise the success and achievement of Learners. Therefore, ceremonies should be seen as important events. To make it an occasion, a Contractor may hold a ceremony on an individual provider basis, a consortium basis or on a regional basis.

AA39. Graduation Ceremonies also present a great opportunity to confirm to employers how successful their apprentices have been for their business. Ceremonies provide deserved recognition to learners, employers and trainers; they esteem vocational achievement which will support the parity of vocational achievement with academic achievement.

Section AB

Financial Standing and Resources

AB1. The Client wishes to ensure that Bidders have the necessary financial standing and resources to meet their obligations throughout the duration of this Agreement. This may include (where appropriate) considering your level of existing work commitments and the potential impact on resources that awarding an Agreement would have.

AB2. In deciding to tender for an Agreement, you should also be aware and take in consideration the risks of becoming over-reliant on the Client's business, or indeed that of any customer. In doing so, you should take into account earnings from any other work undertaken for the Client as well as potential earnings from this Agreement.

Section AC

Successful Bidder's Liability

AC1. The Client is willing to limit the successful Bidder's liability for the purposes of and in accordance with the Conditions of the Agreement to a maximum of £10,000,000 (ten million pounds) and any such limit would need to be included in a Programme Commission. Bidders should refer to clause 17 (Limitation of Liability) of the Agreement.

Insurance

AD1. The Contractor must maintain for the duration of the Agreement and all Programme Commissions and for twelve (12) calendar years following the expiry of the Agreement or Programme Commission whichever is the later the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:

i. Professional Indemnity: £5,000,000 (five million pounds)

ii. Employers Liability: £10,000,000 (ten million pounds)

iii. Public Liability including Products Liability: £10,000,000 (ten million pounds)

for any one event or series of connected events arising from the same incident. Bidders should refer to clause 16 (Risk, Insurance and Indemnity) of the Agreement.

Transfer of Undertakings (Protection of Employment) Regulations – TUPE

AE1. The employees engaged by the incumbent contractors to deliver the services under the current contract could be affected by a change in Contractor. Bidders are therefore advised that they will need to consider the risk of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applying to the transfer of work.

AE2. Bidders are responsible for obtaining at their own expense advice regarding the application of TUPE to the delivery of the services.

AE3. Bidders will be held to have, by their own independent observations and enquiries, fully informed and satisfied themselves as to the nature, extent and practicability of providing the services and the cost, risks (including the risks of TUPE), contingencies or other circumstances or matters which might in any way affect the tender.

AE4. At the end of the Agreement, it is possible that TUPE may apply and the successful Bidder may be required to provide the information to the Client.

Bidders Registered or Located outside of England and Wales

AF1. Bidders who are registered or based outside of England and Wales will be required to provide a legal opinion in a form prescribed by and satisfactory to the Client before the Agreement is awarded. The legal opinion will need to be provided by a law firm authorised to practice in the foreign jurisdiction in which Bidder is registered or located and which is independent of the Bidder.

Section AG

Local Authorities/ NHS Bodies

AG1. Bidders that are local authorities or National Health Service bodies must ensure that they comply with all statutory provisions governing their power to enter into the Agreement and to perform their obligations thereunder and shall, if so requested by the Client, provide evidence to that effect to the Client.

Section AH

Conditions of Programme Commission

AH1. The terms and conditions of the Agreement shall apply to the Programme Commission awarded. The Bidder must agree to these as part of its tender response.

Glossary of Terms

The following words and expressions have the meanings set out below.

In the event of any inconsistency or conflict between any of the words and expressions set out below and those appearing in the Agreement then the Agreement shall prevail.

14-19 Learning Pathways – For more information on learning Pathways 14-19 please visit: Repository - Hwb

14-19 Networks – the local authority led strategic partnerships which support the development and implementation of 14-19 Learning Pathways locally and regionally, including support for collaborative working. The Networks include representatives from a broad range of stakeholders involved in the delivery of Learning Pathways, including the local authority, schools, further education institutions and WBL Providers. The Networks' role is to ensure that learners have access to all six elements of their learning pathway.

14-19 Regions – Their role is to implement the requirements of the Learning and Skills (Wales) Measure and the Learning Pathways Policy through:

- working with secondary schools and colleges of further education to provide learner provision, including through the medium of Welsh, which meets the requirements of the Learning and Skills Wales Measure 2009; and
- supporting the six key elements of the Learning Pathways Policy.

All 14-19 activities are co-ordinated and planned by a lead local authority in each region with the co-operation of the non lead local authorities in the region.

Absence – The non-attendance of a learner for any day or part day of required attendance for learning as set out in his/her Individual Learning Plan (ILP).

Accreditation – The process through which regulators confirm that a qualification conforms to regulatory requirements.

Activity – A learning experience that is eligible for funding in accordance with the requirements of the Programme Specification.

Activity Costs Model – The Activity Costs Model approach is based on developing an understanding of programme delivery models, describing these and then quantifying delivery costs and activity levels. Delivery costs assumptions and activity costs are then modelled to derive activity costs for a programme of learning. For further information please see the Apprenticeship Pricing Document.

Actual Leaving Date – is the last day of learning for which there is documentary evidence as required by the Programme Specification and Guidance to Support the Funding of Apprenticeship.

It may be the first to occur of the following:

i. the date a learner completes their ILP
ii. the day a learner is terminated from a programme for misconduct
iii. the date the learner has chosen to leave
iv. where a learner does not return to learning following a period of suspension
v. the final date of attendance for which there is evidence that the learner was in learning prior to suspension following unauthorised absence; or
vi. the final date of authorised absence prior to suspension.

Additional Learning Needs (ALN) – ALN has the meaning given by Section 2 of the Additional Learning Needs and Education Tribunal (Wales) Act 2018. A person has ALN if he or she has a learning difficulty or disability (whether the learning difficulty or disability arises from a medical condition or otherwise) which calls for additional learning provision.

Additional Learning Provision (ALP) – ALP has the meaning given by Section 3 of the Additional Learning Needs and Education Tribunal (Wales) Act 2018, and refers to educational or training provision that is additional to, or different from, that generally made available to others of the same age.

Additional Learning Support (ALS) – Direct support for learning which:

i. arises from an ALN

ii. is over and above that which is generally provided for in a learning programme; and

iii. is necessary to empower individual learners to achieve.

The definition of additional learning needs does not include learners with support needs arising from a functional literacy or numeracy difficulty (i.e. Basic/Essential skills) or learners for whom English (or Welsh) is a second language.

Additional Learning Support (ALS) Fund – A Client fund that provides additional funding to facilitate the ALS that some learners require to effectively overcome their barriers to accessing learning and training. Providers should use ALS funding to respond to individual learner needs. ALS funding can be utilised to cover either human or technical support.

Please see Section D: Funding and Support Costs Guidance for further information.

Agreement – The Framework Agreement between the Contractor and the Client including the conditions and the Programme Specification.

Apprenticeship – an employment-based learning programme for employed learners following a recognised Apprenticeship Framework at Level 3 approved for delivery in Wales. Apprenticeships can also be used as a collective term to refer to Foundation Apprenticeship, Apprenticeships and Higher Apprenticeships.

Apprenticeship Certificate – A certificate that is issued to a learner on completion of learning to attest that all the requirements specified in the recognised Apprenticeship Framework have been met.

Apprenticeship Certification Wales (ACW) – ACW is an on-line resource that includes a framework library of published SASW compliant Welsh Apprenticeship Frameworks. All starts on apprenticeship programmes must follow a recognised SASW framework that has been published on ACW On-line system or the Welsh Government's own website at the time of start.

Apprenticeship Frameworks for Wales – Those frameworks which comply with the Specification of Apprenticeship Standards for Wales (SASW) and that have been issued by Issuing Authorities designated for the sector by the Client. All frameworks issued in Wales can be found at ACW – Website: Apprenticeship Certificates Wales.

Apprenticeship Learning Agreement – An agreement between the employer and the apprentice prescribed by the Client. All apprentices must have an apprenticeship learning agreement in place on or before the first day of training.

Welsh:

Ffurflen cytundeb dysgu prentisiaeth

English:

Apprenticeships learning agreement form

Apprenticeship Vacancy Service (AVS) – an on-line vacancy service to assist individuals in finding an apprenticeship position and/or employers in advertising apprenticeship vacancies.

Approved Qualification – A qualification approved by the Client under Section 99 of the

Learning and Skills Act 2000 for the purposes of Section 96.

Assembly Learning Grant – A grant which aims to encourage people aged 19 or over and living in Wales to continue with their education. It is a means tested grant that provides support to help people from low-income families to access and remain in further and higher education. The grant helps to cover the cost of books, equipment, travel and childcare. Please visit Student Finance Wales for further information.

Assessment – is the process of determining generic and vocational skills including aptitude and commitment to learning; it is the process of gathering and judging evidence in order to decide whether a person has achieved a standard or objective. Assessment includes input from the learner, employer, trainer, mentor, assessor and is to set standards: (Standards in Competencies, Technical Knowledge, Essential Skills Wales, and the Wider Key Skills are set by Awarding Organisations). Standards for Apprenticeship Frameworks generally, including entry conditions and relevant job roles, are set by framework Issuing Authorities. Assessment includes:

- Initial assessment which determines an individual's ability and the appropriate entry point to learning.
- Extended initial assessment allows for more detailed assessment including diagnostic tests which determines a learner's suitability to follow the programme of study and determines commitment; and the learning process and determines the next phase of ongoing assessment.
- Ongoing assessment determines competence against set performance indicators and determines the next phase of learning inputs.

Attainment – Achievement of the qualification or award associated with an assessable learning activity.

Authorised Absence – The standard definition of authorised absence includes:

- up to seven calendar days' absence through sickness provided that the learner supplies self-certification or a fit note. If the period of sickness continues beyond seven calendar days, any further absence, up to two calendar weeks, must be evidenced by a fit note
- time off to attend medical appointments
- time off to attend vocationally-related examinations, Careers Wales, Jobcentre Plus or job interviews
- time off for previously agreed holidays and public and bank holidays
- absence due to an industrial dispute in which the learner is not involved or enforced repair of premises or unforeseen company closure, which prohibits effective or safe learning
- time off for necessary attendance at a court of law
- time off for attendance on required military duties
- compassionate leave for urgent domestic affairs to enable learners to cope with a short-term crisis and where necessary to allow sufficient time for satisfactory longer-term arrangements to be made
- suspension of a learner as a result of disciplinary action provided that such suspension complies with Terms and Conditions notified at the commencement of their learning.

Awarding Organisation – An organisation recognised by the qualifications regulators against the General Conditions of Recognition and Criteria for Recognition, to develop and award qualifications. In Wales, the qualifications regulator is currently the Welsh Government and moving forward, Qualifications Wales.

Award – Refers to qualification award.

Bacs – A system for the electronic processing of bank transactions. It has commonly been used by Contractors to manage the payment of Learning Allowances, Training Allowances, and travel support.

Barriers – A barrier is a condition that makes it difficult to make progress or to achieve an objective. A barrier to learning is anything that inhibits an individual's ability to engage with the learning process, to achieve their objectives and to progress with their chosen pathway.

Career Choices Dewis Gyrfa (CCDG) operating as Careers Wales – A wholly owned subsidiary company of the Welsh Government which has been authorised to provide careers guidance within Wales. It provides free, bilingual, impartial careers information, advice and guidance for all ages and acts as a link between education and business. It acts as the referral agency for youth unemployed learners in accordance with the terms and conditions specified with the Programme Specification and accompanying guidance documentation.

Please visit Careers Wales for further information.

Careers Wales Assessment and Referral Process – This is a process carried out by Careers Wales to effectively identify the needs, barriers, aspirations and vocational aims of customers, and thereafter to refer the customer to further assessment, training provision or further education. The process of assessment may include:

- A diagnostic assessment exploring barriers and underlying causes.
- Vocational Guidance Interview.
- Careers Wales enhanced provision.

Careers Wales Enhanced provision – A programme of support, delivered 1:1 and/or via group delivery addressing identified barriers to engagement. Support may include: career management skills; decision making; learning styles; employability skills; work based behaviour; employment support; further assessments around basic skills; personal development support around confidence and self esteem; digital services support; mentoring and advocacy support; entrepreneurship; and supported referral to education, employment or training.

Centre-based Learning Opportunities – Vocational learning undertaken in a location other than with an employer, normally a training workshop or similar.

Certificate – a record of attainment of a qualification, unit and/or credit, issued by an awarding organisation.

Certifying Authority – An organisation designated by the Client to issue Apprenticeship Certificates.

Children and Young People's Partnerships/Children and Young People's Plans (CYPPs) – Local partnerships consisting of stakeholders who provide and have an interest in services to children and young people. These Partnerships aim to work together to improve the well-being of children and young people aged up to 25.

Their CYPP should describe what improvements will be achieved for children and young people in the local area and how and when these improvements will be delivered. The scope of the Plan includes all services that affect children and young people's well-being, including services for adults and families that have an impact on children. It is recommended that Training Providers contribute to, and are familiar with, the Children and Young People's Partnership Plans for areas in which they offer provision.

Copies of the relevant guidance can be accessed on: Children and families

Community-based Projects – Community-based projects are activities that aim to improve the local area and the lives of local people. Individuals usually volunteer to be part of a community-based project but may also receive some financial incentive or reward for participating.

The Volunteering Matters website provides information on what is available and examples of structured local projects. You can also contact the local authority for information about projects

supported in an area.

Competencies – the ability to carry out activities to the standards required.

Completion Certificate (framework led programmes) – A certificate which is issued to a learner on completion of learning to attest that the minimum requirements of the Appropriate Framework have been achieved.

Compulsory school age – Compulsory school age is the period of time during which a child must receive full time education at school or otherwise, starting with the Statutory School Age and ending on the Statutory School Leaving Date.

A person ceases to be of compulsory school age at the end of the day which is the school leaving date for the calendar year. This is the last Friday in June, of the school year in which s/he reaches the age of 16. For those whose birthdays fall after the last Friday of June but before the 1 September, they will reach the Statutory School Leaving Date aged 15.

Contextualise – A placement to provide a learner with the chance to demonstrate to a potential employer that the skills and knowledge previously attained in a non-vocational setting can be applied to the employment opportunity. The placement can be no more than 4 weeks in duration.

Contractor – A legal entity which successfully bids for the provision of Apprenticeships and enters into an Agreement with the Client. This is also referred to as a Provider. See also Provider.

Consortium – A group of organisations coming together to deliver Apprenticeships. It is for each consortium to agree its own constitution.

Credit – an award made to a learner in recognition of the achievement of designated learning outcomes at a specified credit level. Credit is only awarded following quality assured assessment of achievement. No additional credit can be awarded for achievement over the threshold level (established by the learning outcomes and assessment criteria) although such achievement can be recognised through the award of marks or grades. No credit should be awarded for units where the learning outcomes have not been achieved.

Credit and Qualifications Framework for Wales (CQFW) – the National Qualification Framework for all learning in Wales, including Regulated Learning in Schools, Colleges and WBL, Quality Assured Lifelong Learning and Higher Education providers.

For further information please see: Welsh Government: Qualifications

Data Collection Form – A document used to support the funding of an Apprenticeship learner.

A template for this form can be found in the Data Collection Forms, Guidelines for use, Lifelong Learning Wales Record: user support manual 2022 to 2023.

The Learner Activity Form contains the fields required to monitor learning activities during the programme of learning.

Data Sharing – The sharing of data between stakeholders and partners. The sharing of any personal data must be compliant with the General Data Protection Regulations. More information can be found by searching on the Information Commissioner's website.

For further information on the GDPR please visit the ICO website: UK GDPR guidance and resources

Department for Work and Pensions (DWP) – The UK Government department responsible for Welfare and Pension policy.

For more information on the DWP and their services please visit: Department for Work and Pensions

Diagnostic Assessment – Involves making judgements as to how a learner is performing against a pre-determined set of criteria.

Diagnostic assessments may include basic measures of reading comprehension, writing, and mathematics using nationally endorsed tests. It may also be extended to an assessment of an individual's soft skills or employability skills.

A diagnostic assessment provides important insights into a learner's current skill levels and should be used in the formation and on-going development of Individual Learning Plans. Diagnostic assessment must be linked to further work to tackle any barriers identified.

Disability/Disabled – The Equality Act 2010 describes a person as having a disability if he or she 'has a physical or mental impairment which has a substantial and long-term adverse effect on his/her ability to carry out normal, day to day activities'.

Guidance on the legal duties that apply to organisations to promote equality in relation to disability, and the other protected characteristics as defined in the Equality Act 2010, can be found at Equality and Human Rights Commission: Advice and guidance.

The Client has adopted the social model of disability. Using the social model helps identify solutions to the barriers disabled people experience. It encourages the removal of these barriers within society, or the reduction of their effects, rather than trying to fix an individual's impairment or health condition.

It empowers disabled people and encourages society to be more inclusive so that disabled people have access to the same opportunities as everyone else. All Contractors are encouraged to use the social model when considering disability and when developing and delivering services to ensure accessibility and equality for disabled people.

More information on the Social Model of Disability can be found on the Disability Wales Website.

E-Documentation – The use of digital as opposed to paper documentation.

E-Portfolio – information management systems that allow increased flexibility on evidence collection methods including text, electronic files, digital pictures, images, sounds, videos, multimedia, blog entries, and hyperlinks.

Contractors are encouraged to reduce their use of paper wherever possible in accordance with the Welsh Government's Sustainable Development agenda.

Well-being of Future Generations Act 2015 – A cross-cutting theme and strategic policy of the Welsh Government.

Well-being goals set out in the Well-being of Future Generations (Wales) Act 2015: the essentials are:

- A prosperous Wales.
- A resilient Wales.
- A healthier Wales.
- A more equal Wales.
- A Wales of cohesive communities.
- A Wales of vibrant culture and thriving Welsh language.
- A globally responsible Wales.

Eligible – An individual who satisfies the eligibility requirements of a programme as detailed in the Programme Specification and supporting guidance.

Employed Learners – the term 'employed learners' includes both employees and self-employed learners.

Employed/Employment – Applies to a learner who is in employment, either full- or part-time, under a contract of employment and is in receipt of a wage/salary. See also 'Self-employment'.

Employee Rights and Responsibilities (ERR) – an Apprentice must demonstrate a

knowledge and understanding of these as part of a recognised Apprenticeship Framework for Wales.

Employment Agency – An employment agency is an organisation which matches employers to employees. Employment agencies will often source and place full-time, or part-time staff on behalf of their Client.

English for Speakers of Other Languages (ESOL) – An English language course for people who need to improve their use and understanding of English.

ESOL courses cover different skills including:

- Speaking and listening.
- Reading and writing.
- Vocabulary, punctuation and grammar.

For further information please visit: Welsh Government: Education and skills

Entry Level – is the lowest level in the National Qualifications Framework (NQF) and the Qualifications and Credit Framework in England, Wales and Northern Ireland.

Qualifications at this level recognise basic knowledge and skills and the ability to apply learning in everyday situations under direct guidance or supervision. Learning at this level involves building basic knowledge and skills and is not usually geared towards specific occupations.

Entry Level qualifications can be taken at three levels (Entry 1, Entry 2 and Entry 3) and are available across a broad range of vocational routes.

For more information on the NQF/QCF please visit: What qualification levels mean: Overview

Essential Skills – Essential Skills qualifications enable learners to develop their knowledge of application of number, communication, and digital literacy skills. The Essential Skills qualifications help learners demonstrate that they can apply these skills to a range of situations whilst at work and throughout life in general.

Essential Skills Wales – Essential Skills qualifications are designed to assess the skills that learners need for successful learning, employment and life. Essential Skills provides a single ladder of progression from Entry Level 1 to Level 3 in Essential Communication Skills, Essential Application.

of Number Skills, Essential Digital Literacy Skills and from Entry 3 to Level 3 in Essential Employability Skills. Essential Skills Wales | Qualifications Wales

Essential Skills Wales Assessment – Also see **Diagnostic Assessment**

At entry level, the assessment method for Essential Skills Wales is to be determined by the relevant awarding body. For levels 1 to 4 the qualifications will be assessed via a portfolio of evidence.

For further information regarding the assessment process for Essential Skills Wales please contact the relevant Awarding Body.

Employability – Skills, behaviours and personal attributes that would make an individual more likely to gain and sustain employment.

Estyn – His Majesty's Inspectorate of Education and Training in Wales.

European Social Fund (ESF) – European Union (EU) grant funding used to promote jobs, employment, skills and equality in the labour market.

Exceptional Training Allowance – A training allowance of £50 per week which may be paid to an apprentice learner who is made redundant, or otherwise ceases employment with their employer during the course of their learning programme. Payments must be made in accordance with the Apprenticeship Programme Specification.

Expected Leaving Date (ELD) – This should represent the anticipated end date for a learner's

individual learning plan.

'Fit note' – Statement of fitness for work – Doctors issue fit notes to individuals to provide evidence of the advice the doctor has given about the individual's fitness for work. The fit note allows doctors to advise that individuals "may be fit for work" taking into account the doctor's advice, or that they are "not fit for work".

Doctors use fit notes to record details of the functional effects of their patient's condition so that individuals and employers can consider ways to help the individual return to work.

Finance Schedules – An Appendix to the Programme Commission reflecting a Contractor's agreed profile of delivery by value and breakdown of new learners.

Foundation Apprenticeships – an employment-based learning programme for employed learners following a recognised Apprenticeship Framework at level 2 approved for delivery in Wales.

Framework – a general term for agreements with Contractors that set out terms and conditions under which specific purchases (call-offs) can be made throughout the term of the agreement. The framework agreement sets out the terms and conditions for subsequent call-offs but places no obligations on the Client to commission delivery of the programmes from the successful tenderers under the framework. With this approach, Programme Commissions are awarded only when the services are called-off under the agreement and specific Programme Commissions are awarded with an agreed allocation by the Client.

NB: Not to be confused with Apprenticeship Learning Agreement, Apprenticeship Frameworks or framework led programmes.

Framework led programme – Programmes of learning incorporating Foundation Apprenticeship, Apprenticeship, and Higher Apprenticeship where the learner follows a specific Apprenticeship Framework issued by the designated Issuing Authority.

NB: not to be confused with the Framework.

Full-Time Learning – The definition of full time education is more than 12 hours a week of study on a course up to and including A level standard. This includes NVQs at levels 1, 2 & 3 or equivalents.

Further Learning at a Higher Level – Progression into a programme of learning at a higher National Qualifications Framework (NQF) or Qualifications and Credit Framework (QCF) level than previously attained qualifications. Learning is recognised at entry level, Level 1 through to Level 8 or equivalents as detailed in the NQF/QCF.

For more information on the NQF/QCF please visit: What qualification levels mean: Overview

Gained – The date that an attainment is determined or an approved qualification is achieved. This is usually the date when a certificate or any other acceptable evidence is first issued.

Group Training Association – See Shared Apprenticeships.

Guided Contact Hours (GCH) – Guided contact hours (GCH) are the number of teaching, instructional or assessment contact hours for a particular learning activity and this information is used by the Client to inform the funding methodology.

Higher Apprenticeships – an employment-based learning programme for employed learners following a recognised higher Apprenticeship Framework at level 4 and above approved for delivery in Wales.

Home study projects – Activities that are undertaken in a setting away from a formal learning environment. A learner will usually undertake such activities without the support and guidance of a tutor although they may be undertaken as a part of a group.

Examples of home study projects include research and preparation, evidence gathering, portfolio building and learner-guided activities and projects.

Individual Development Plan (IDP) – the name given for the new statutory support plans

being introduced for children and young people with additional learning needs. It has the meaning given by section 10 of the Additional Learning Needs and Education Tribunal (Wales) Act 2018, and is a document which will contain a description of a person's ALN, together a description of the ALP which the person's learning difficulty or disability calls for.

Individual Learning Plan (ILP) – A bespoke learning and development plan unique to each individual learner.

It should, as a minimum, detail:

- The outcome of any diagnostic assessments.
- The individual's personal and vocational ambitions.
- Their skills' attributes and shortcomings.
- Any identified barriers to learning.
- Any support requirements.
- Specific, Measurable, Achievable, Realistic and Time-bound goals.
- Identified points of review.

ILPs should take consideration of detail contained within the Individual Learning Pathways Plan (ILPP) when available.

Individual Learning Pathway – Each learner should develop an individual learning pathway suitable to their needs, interests and aspirations.

The content of learning, the way learning is accessed, and where it takes place may vary depending on the learner and their learning requirements. An Individual Learning Pathway may include formal, non-formal and informal learning strands.

Individual Learning Pathways Plan (ILPP) – A document in which learners are able to record their individual learning pathway and should record their aspirations, goals, experiences and achievements in formal, non-formal and informal learning. As a minimum it must provide a record of their course choices and their learner support services. It should be a live document allowing the learner to add to it as their experiences and achievements grow. Learners should be encouraged to feel ownership of their plan and to be active contributors in its construction and development as their learning and achievements develop. The plan can be in an electronic format, via Careers Wales Online template, or paper format.

Induction Payment – The payment made as a result of data submitted to the LLWR through the on-line data collection system regarding an eligible learner who has begun a learning programme (i.e. a start). For further information please refer to 'Guidance on the Evidence Requirements.

Issuing Authority – An organisation designated by the Client to issue Apprenticeship Frameworks.

Jobcentre Plus (JCP) – this is part of the Department for Work and Pensions. It provides services that support people of working age from welfare into work and helps employers to fill their vacancies.

For further information on Jobcentre Plus please visit Contact Jobcentre Plus: How to contact Jobcentre Plus

Learner – An eligible person who has commenced Learning and whose learning has not been completed or terminated. An ex-learner whose learning has been terminated is also referred to as a learner with respect to his/her terminated course.

Learner and Learning Programme Registration Form – A document used to support the funding of a learner within the funding model. A template for this form can be found in the Data Collection Forms, Guidelines for use.

Further and higher education data collections

This template contains the data items required for the LLWR.

The Learner and Learning Programme Registration Form contains the fields required at the start of the programme of learning.

Learner Outcome Reports – Reports used to derive overall performance categories for each contractor. These are currently based on agreed performance measures of Apprenticeship Framework success, learning activity success, and positive progressions to employment. The Client reserves the right to change these measures and/or add other performance measures, perhaps including measurements of value added through learning, 'distance travelled' by learners during learning, and literacy/numeracy achievements.

Where a programme is categorised as less than 'good' by a Learner Outcomes Report, the Client will require the contractor to demonstrate that action is in place to bring about the necessary improvements, and may instigate termination of the Agreement and any Programme Commissions if performance does not improve.

Learner outcomes report

Learner Support Services – in the context of 14-19 Learning Pathways, this refers to the unique blend of support services provided to learners as part of their 14-19 Learning Pathway. It relates to services which encourage, enable and assist young people (directly or indirectly) to participate effectively in education or training, take advantage of opportunities for employment, or participate effectively and responsibly in the life of their communities. This includes information, advice and guidance services which support learners to make informed choices, overcome barriers to learning and realise their potential. The level of support provided will be proportionate to need, with the greatest intensity of support available to those learners with greatest need.

Learner Support Services comprise:

- Learning Coaching – support to maximise the learners' ability to learn and maintain their motivation to remain in learning.
- Personal Support – to help overcome personal barriers to learning.
- Careers Advice and Guidance – to ensure impartial expert advice on career choices.

When dealing with 14–19-year-olds, Contractors must be aware of their role in facilitating effective learner support. They should build strong relationships with learner support service agencies based on robust policy and procedure.

For further guidance please see Learning and Skills (Wales) Measure 2009: Statutory Guidance Post 16

Learning – A process of planned activities engaged in by a learner, which is specifically designed for the acquisition of knowledge, skills and competence necessary to progressing towards attaining their Individual Learning Plan.

Learning may include (extended) initial assessment activities conducted by a Provider.

Learning Coach – refers to the learning coaching function which supports young people with learning related aspects of their individual learning pathway. Learning coaching aims to maximise the learners' ability to learn and maintain their motivation to remain in learning. Learning coaching helps to identify goals and support the development of a learning pathway to meet these by:

- Helping develop learning skills.
- Make the best use of and developing learning styles.
- Maximise their development in a variety of areas of intelligence, including emotional intelligence.

Learning coaching is a function that can be provided by an individual or team of people.

For more information and resources please visit: Welsh Government: Education and skills

Learning Needs – The needs of a learner as identified through the processes of referral, and/or initial assessment, and/or diagnostic assessment and progress review.

Leaver – A learner who has completed his/her learning with a Provider or has left learning early or has been absent from learning for longer than the periods permitted in the Programme Specification.

Lifelong Learning Wales Record (LLWR) – The means of recording data on learners, their programmes, activities and awards submitted by the Contractor to the Welsh Government. The LLWR data populates the Welsh Government's post-16 database, which is used on a monthly basis to inform funding, performance analysis, statistical publications and extracts provided for bodies such as Estyn.

For further information please see: Welsh Government: Further and higher education data collections

Not-Employed – A learner who is not employed under a contract of employment and who is not in receipt of a wage/salary; and, if an adult, has made a claim to a DWP benefit/allowance (including NI credits).

Off-the-job training – Time away from normal work duties. It can include any activity where an apprentice or learner receives any form of instruction, tuition, assessment, or progress reviews.

For illustration (but not exclusively) private study, coaching, mentoring, e-learning, distance learning, or classroom training may count as off-the-job training.

On-the-job training – Workplace activity where skills are being learnt, practiced and applied in the course of an apprentice or learner's normal work duties.

Ordinarily Resident – generally means the place where a person resides in the ordinary course of their day to day life whether they reside there for the long or short term. This can be evidenced by an authenticated and dated self-declaration from the participant stating their current address and (where there is a three-year requirement) their addresses over the last three years. Residence must be lawful and this generally means that the person must have immigration permission to be in that country and must not be in prison. Temporary absences (such as gap years) can be ignored and a person can be ordinarily resident in more than one country at a time.

Outcome – The awarding of an approved qualification by an awarding body in accordance with the Programme Specification and guidance of the relevant programme**.**

Portfolio – A portfolio is a file, folder or other means of storing and presenting the evidence that the candidate is submitting for final/summative assessment. It may include a variety of types of evidence (for example written, video, audio, artefact) and may be in hard copy, electronic (often referred to as an e-portfolio), or a combination of these.

Programme Commission – A commission for the delivery of work-based learning from the Client under the Framework Agreement. (See also Contract).

Programme of Study – A series of activities undertaken by a learner to achieve objectives as contained within the Individual Learning Pathways Plan. A learner's programme of study should be recorded in the ILP and progress against goals should be reviewed at regular frequencies.

Progress Review – The entitlement of a learner to have their progress in learning reviewed through a formal interview. The progress reviews shall be conducted to the quality standards and frequency laid down in the Programme Specification and associated guidance and shall record progress and future action against the ILP.

Contractor – An organisation that delivers training to learners through a Client funded programme. Providers can deliver these programmes as a contractor, consortium member or Sub-Contractor.

In all instances they must satisfy all terms and conditions included in the relevant Programme

Specification and associated guidance.

Quality Development Plan (QDP) – An action plan developed by the Contractor to address shortcomings and build on strengths identified in its annual self-assessment.

Recognition of Prior Learning – The process of assessing and accrediting the prior learning and experience of a learner in relation to the learning aims and qualifications to be followed in the ILP.

Recognition of Prior Achievement – The process of assessing and accrediting the prior achievement of a learner in relation to the learning aims and qualifications to be followed in the ILP.

Regional Skills Partnerships (RSPs) – RSPs are at the centre of Welsh Government Skills Policy and have a role in identifying key skills shortages across the regions of Wales. Each of the RSPs develop regional employment and skills plans together with completed funding templates to inform prioritisation for funding provision. Regional employment and skills plans are driving planning decisions for providers and providing a critical evidence base from which to make skills investment decisions.

Re-Entrant – A person who has previously participated in Work Based Learning and who is eligible for, and who re-enters, learning.

Regional Learning Partnership – acts as a facilitation body to ensure that publicly-funded learning providers and associated organisations work collaboratively, effectively and efficiently across the areas of education and regeneration to meet the needs of the learners and the regional economy. It is funded by the European Social Fund.

Further information can be found at Home - Regional Learning and Skills Partnership Southwest & Mid Wales.

Registration – The process of registering a learner with an awarding body as having started to work towards the completion of a qualification.

School – A school operated under the Schools Regulations, but not for this purpose a tertiary college, community college or further education college.

School Leaving Date – The last Friday in June in the school year in which a young person reaches age 16. Under section 8 (4) of the Education Act 1996, all young people must participate in education until this date. Providers may not provide full time Welsh Government sponsored learning for young people during school year 11, nor may these young people enter full time employment until after this date. (See also Compulsory School age above).

For further guidance see Welsh Office circular 49/97.

School Year – September – August.

Sector Skills Council (SSCs) – SSCs are independent, employer-led, UK-wide organisations that utilise employer demand to help develop the skills system. They enable employers to influence how the skills of their workforce are developed. SSCs are licensed by the Government through the UK and are part government funded.

SSCs undertake innovative programmes and projects in order to raise employer ambition and investment in skills and they act as the voice of employers on skills issues.

For further guidance please visit: Members Directory - The Federation for Industry Skills & Standards

Self-Assessment Report (SAR) – An annual evaluation carried out by each learning Contractor of its learning delivery, learner outcomes, leadership and management. The SAR is based on guidance by the Welsh Government and is aligned with Estyn's Common Inspection Framework.

Self-employment – Contractors must verify the individual's self-employment status and that he/she is trading by gathering suitable evidence such as, evidence of registration for self

employment tax returns and payment of NI contributions to HMRC, and maintenance of adequate records of accounts, trading premises, equipment held etc.

It is not possible for a learner to class themselves as self-employed and be in receipt of an unemployment benefit or full-time education benefit such as an Education Maintenance Allowance.

Shared Apprenticeships – A Shared Apprenticeship model is one where apprentices are employed by an employing organisation who is responsible for the recruitment, employment and welfare of the apprentice who completes their apprenticeship at host employers who are not able to offer a full-term apprenticeship but are able to offer the on-job learning required by the Apprenticeship Framework.

Small and Medium Enterprises (SMEs) – There are several definitions of Small and Medium Enterprises found in UK Company Law and European Commission guidance. A summary of the current and appropriate definitions in respect of these programmes can be found on the National Archives website.

Criterion	Micro	Small	Medium
Max no of employees	9	49	249
Max annual turnover	–	€7m/£2.8m	€40m/£11.2m
Max annual balance sheet total	–	€5m/£1.4m	€27m/£5.6m
Max % owned by one or several enterprise(s) not satisfying the same criteria	–	25%	

Source: s248 Companies Act 1985; DTI definition.

Specification of Apprenticeship Standards for Wales (SASW) – sets out the minimum requirements to be met by recognised Welsh Apprenticeship Frameworks.

Start – The entry of a learner into learning as specified in the Programme Specification and associated guidance.

Start Date – The first day of learning as specified in the Programme Specification and associated guidance.

Sub-Contractor – An organisation or a business that signs a contract to perform part or all of the obligations of another's Agreement. Responsibility for the subcontractor rests with the Contractor alone.

Suspended/Suspension – Where a learner is retained on a learning programme although learning has ceased or is unable to be evidenced. Please refer to the Programme Specification and accompanying guidance documentation for specific suspension criteria.

Technical Knowledge – Is a mandatory element of an Apprenticeship Framework. It is the knowledge required to perform the skill, trade or occupation to which the framework relates, together with knowledge and understanding of the industry and its market.

Terms and Conditions of Learning – Encompass all aspects of a learner's relationship with a Contractor as detailed in the programme specification.

Contractors must ensure that learners are informed of their Terms and Conditions of Learning at the start of any provision or at any time the conditions of provision change.

Essential Terms and Conditions include:

- details of the place(s) of learning

- required hours of attendance
- details of travel allowances (if applicable)
- details of wage/salary/Training Allowance
- sickness and absence policy
- code of conduct, including, but not limited to, responsibility for health, safety and welfare
- learner rights, roles and responsibilities
- learning Pathways 14-19 Entitlement (if applicable)
- equality & diversity policy
- notice periods in the event of dismissal
- holiday entitlement.

Third Party – This may include a Sub-Contractor or external partner that does not contract directly with the Client.

Third Sector – The sphere of social activity undertaken by organisations that are for non-profit and non-governmental. See also Voluntary Sector.

Third Sector Agency – An organisation or agency that carries out voluntary work within the third or voluntary Sector.

Training – See Learning.

Training Provider – See Provider.

Transfer – The planned movement of a learner within the same programme to another Provider, prior to the completion of the Individual Learning Plan. Providers should seek to ensure a transition that causes minimum disruption to learning and support services. To facilitate an effective transition, Providers should have procedures and processes for handling transfers, that as a minimum, seek to share or obtain:

- referral (if relevant) and Initial Assessment records
- progress review information
- information relating to support requirements.

The sharing of any data must be compliant with the GDPR. See **Data Sharing** for further information.

Unauthorised Absence – Absence from learning which is not authorised by the training provider as specified in the Programme Specification and associated guidance.

See **Authorised Absence** for further guidance.

Verification Form – A form that must be completed regularly by each Contractor and forwarded to the Client to verify payments.

Vocational – Learning undertaken to develop work related skills e.g. Engineering, Construction, Health & Social Care etc. This may include NVQs, diplomas or technical knowledge.

Vocational Competencies – see **Competencies**.

Vocational Learning – Learning undertaken to develop work related skills e.g. Engineering or Construction. This may include NVQs, diplomas and Technical Knowledge.

Voluntary sector – The sphere of social activity undertaken by organisations that are for non-profit and non-governmental purposes.

For further information please visit: Home - WCVA

Welsh European Funding Office (WEFO) – The Managing Authority for the administration of

European Union funding in Wales. Work Based Learning programmes are part-financed by the European Union European Social Fund. For more information about WEFO or WEFO programmes please see: EU funds

Welsh Government risk rating – risk ratings of contractors that will be prepared by the Client. These will take into account Learner Outcome Reports, audit, health and safety and financial health evaluations of contractors. As outlined in the Tender Specification, the Client's risk ratings will be used in contract reviews, annual allocations, contingency plans for displaced learners, and selection of contractors to deliver pilot or bespoke provision.

Annex A

Allocation Options

Options considered:

Displaced learners

Option 1: Run down contracts for providers delivering on the existing framework

1. Providers delivering on the WBL4 framework and unsuccessful in this new tender process would be given run down contracts to enable those Apprentices who are expected to complete their learning after 31 July 2021 to complete their apprenticeship.

2. However, without the ability to recruit new starts those providers who were unsuccessful at tender will become increasingly unviable due to issues such as learner to staff ratios, cost of delivering off the job and critical mass as learners complete their programmes.

3. This will adversely impact on a provider's remaining learners making this approach incompatible with our key aims.

Option 2: Specific allocation for carry over learners based on WBL4 delivery

4. Forming the first step of the Allocation Methodology this approach would distinguish between successful Legacy and New Providers. For existing providers, c54% of their 20/21 annual contract value would be allocated for its continuing learners therefore negating the need for any unnecessary transfer.

5. Displaced learners from current WBL4 providers, not appointed to the new framework agreement, will be distributed between both legacy and new providers keeping re-distribution costs to a bare minimum.

6. This method meets the key of minimising learner disruption while also providing the most cost-effective form of redistribution where displacement is unavoidable.

New Starts

Option 1: Regional allocations with a predetermined number of providers

7. This methodology would seek to award a tender to a specific number of providers within each of the four Welsh Regions. Tenderers would bid to be one of a very limited number of providers in each Region with the highest scoring providers awarded a contract.

8. A restricted number of lead providers would be better able to link with and be more responsive to Regional Skills Partnership priorities. Fewer lead contractors would be easier for the Client to manage. There would be increased potential for sharing of best practice and provide economies of scale for buying in expert services such as Welsh medium, learners with learning difficulties or disabilities, student support, drug charities, etc.

9. A smaller number of providers raises the potential for significant growth in provider size. This growth may be too big to be properly managed and could unduly favour colleges and those current well-established providers. Larger contracts would result in an inevitable increase in sub-contracting, with higher amounts of Client funding being lost in management fees rather than being directed towards learners. In addition, Estyn has previously raised concerns in relation to the ability of providers to manage subcontractors, thereby adding additional risk to this model. In addition, Mid Wales would be a very small and geographically difficult region for one provider to thrive.

10. This methodology has the potential to impact negatively on quality by increasing provider size too sharply and making businesses difficult to manage. Increasing provider size will also favour Further Education Institutions and larger providers raising questions over the fairness of implementing this model. Combined this option does not align with the key aims and principle of the methodology.

Option 2: Regional allocations with an unlimited number of providers

11. All providers meeting the quality threshold will be considered for an allocation. Successful providers will be allocated, where appropriate, funding for carry over learners. The remaining budget will be allocated pro-rata by region with a 10% flex (for new starts) to enable providers to deliver as they wish and to service pan-Wales employer needs.

12. This option will enable a focus on regions while also enabling pan Wales flex to engage with those employers that don't operate regionally. Delivery in mid Wales will be retained and ring fenced while also making those contracted to deliver there more viable by enabling them to deliver in more than one region with 10% flex. Sub-contracting is likely to be at a stable level with less funding lost to the sector via associated management fees.

13. However, this approach may maintain a network of providers which currently struggle to link with Regional Skills Partnerships. Furthermore, this approach may risk network complacency as all those meeting the quality threshold will be eligible for allocation. This may result in the maintenance of a network of lead and subcontractors which has been criticised by Estyn, and struggles to share best practice due to the sector's competitive nature. Client contract management will be vital for this approach to succeed.

14. Many of the weaknesses linked to this option stem from its conservative approach and

risk of network complacency. However, it meets all the key aims and principles expected form the methodology. It would therefore seem that benefits outweigh shortcomings.

Annex B

Framework Funding

Framework Funding values are accessible via LLWR Inform, in order to access them contractors will need to log in via the 'Education, Skills and Employment Portal' where they can then access LLWR inform by following 5 steps.

1. Log into the Welsh Government Education, Skills and Employment portal
2. Click on the ‘Inform Reports’ tile
3. Click on Documents
4. Click on ‘ACP Lookups’ under the LLWR Lookups heading
5. Choose ‘Framework Funding’ from the drop down of Lookup Table

For assistance in accessing funding bands please contact askACP@medr.cymru.

Annex C

Funding Bands

Framework Bands are accessible via LLWR Inform, in order to access them contractors will need to log in via the 'Education, Skills and Employment Portal' where they can then access LLWR inform by following 5 steps.

1. Log into the portal: (Sign in to the Welsh Government Education, Skills and Employment portal)
2. Click on the ‘Inform Reports’ tile
3. Click on Documents
4. Click on ‘ACP Lookups’ under the LLWR Lookups heading
5. Choose ‘Framework Band’ from the drop down of Lookup Table and click ‘View report’

For assistance in accessing funding bands please contact askACP@medr.cymru .

Annex D

Framework Survey Document

Survey document

This note sets out the format for data and comments on planned delivery models and activity levels for apprenticeship delivery.

The survey document attached (Annex D1) will be used to gather key activity dimensions which will be used to model activity costs and set funding rates for 'new' SASW compliant frameworks and any frameworks not included in Annex B: Framework Funding Bands of the Programme Specification.

Key Delivery Dimensions

These dimensions should be those used for planning and resource allocation purposes. For a typical learner the key issues to clarify are:

1. What is the planned time for delivery of the framework in months?
2. What delivery model will be used? –
   a. All work-based delivery through assessor visits.
   b. A group-based programme for underpinning knowledge and key skills with work-based assessment and support.
   c. A mix of some group based and some work-based delivery of underpinning knowledge and skills including the use of self-directed learning resources.
   d. Some other model.
3. The number of group-based hours either at a centre or in the work place where viable groups could be established and any comments on group size issues.

Where possible, please identify separately the number of group-based hours spent on the delivery of the each framework component.

4. What is the planned programme of assessor visits to the workplace over the duration of the framework including:
   a. Full-time equivalent assessor case load of learners OR
   b. Duration of assessment and support over planned time to complete.

Please include the full-time equivalent assessor case load of learners OR a short description of the assessment and support over planned time to complete.

Where a. please state the duration of the assessment period (in months).

Where b. please include details of the number of assessor visits during the assessment period, together with the average visit duration in hours. The average visit duration should also include a breakdown of the amount of time spent with the learner.

5. Details of specific delivery costs and delivery costs assumptions.

Where possible, please identify separately the registration and certification costs for:

a. the knowledge qualification
b. the competence qualification
c. Essential Skills Wales/key skills
d. Employment rights and responsibilities.

Activity Levels

Apprenticeship Framework		**Level**	
Contractor			
Planned months to complete		**Progression from?**	
A description of the planned model of delivery			
Full time equivalent assessor caseloads including duration of assessment period			
Group based delivery of underpinning knowledge and skills including key skills			

Delivery Costs and Assumptions

Delivery costs issue	Comments
Assessor employment band	
Registration and Certification costs	
Specific framework costs	

Band	Summary	Application
A	Normal	Used for the majority of frameworks in scope for review
B	Above average	Used for Agriculture, Management and Professional Care frameworks
C	High costs	Used for Construction, Engineering, Plumbing and Electrotechnical

Annex E

Support Cost Declaration

Contractor declaration for in-year activity support costs please see Support Costs declaration forms at:

Welsh: https://www.medr.cymru/wp-content/uploads/2026/09/Apprenticeship-Support-Cost-Declaration-Form-2026-to-2027-Cymraeg.xlsx

English: https://www.medr.cymru/wp-content/uploads/2026/09/Apprenticeship-Support-Cost-Declaration-Form-2026-to-2027-English.xlsx

Annex F

Application for Exceptional Training Allowance

Contractor application for an Exceptional Training Allowance (Apprentices only) please see Exceptional Training Allowance form at:

Welsh: https://www.medr.cymru/wp-content/uploads/2024/12/Provider-application-for-an-Exceptional-Training-Allowance-Cymraeg.docx

English: https://www.medr.cymru/wp-content/uploads/2024/12/Provider-application-for-an-Exceptional-Training-Allowance-English.docx

Annex G

Exceptional Training Allowance Monthly Declaration

Contractor declaration for an Exceptional Training Allowance please see Exceptional Training Allowance Monthly declaration form at:

Welsh: https://www.medr.cymru/wp-content/uploads/2024/12/Provider-monthly-declaration-for-claiming-Exceptional-Training-Allowance-Cymraeg.docx

English: https://www.medr.cymru/wp-content/uploads/2024/12/Provider-monthly-declaration-for-claiming-Exceptional-Training-Allowance-English.docx

Eco-Guide Action Plan Toolkit

Eco-guide action plan toolkit

Guidance for Training Providers:

Training providers are asked to provide the following information and advice/guidance to their employers. This can be undertaken using this form directly, or by building it into Training providers' own documentation.

Guidance for Employers:

As a Company/Business participating in WBL programmes operated by the Client (including those supported by the ESF) e.g. as an employer of apprentices in Wales, or as a training placement provider, we want you to be aware of the ECOCODE Action Plan toolkit (shown below).

You are encouraged to use this Action Plan Toolkit to the extent that it can be adapted by your organisation, if you would find it useful in supporting the development of your company and its interface with environmental sustainability issues. You are asked to consider adopting the attached ECOCODE Action Plan (below) to further support your existing actions in protecting the environment, as a means to document processes and corporate habits and policies you already undertake.

Please be aware that it is a requirement of the Agreement we hold with your training provider that they make you aware of the ECOCODE Action Plan Toolkit initiative. It is not a mandatory requirement that employers take up the use of the ECOCODE Action Plan but we may (as part of evaluation work) ask employers to confirm whether they did so or not (and please be assured that this will in no way affect your ability to continue to participate in Apprenticeship programmes).

Contractors must be aware of the Eco-Code Action Plan Toolkit.

Contractors are encouraged consider adopting the Eco-Code Action Plan Toolkit further support existing actions in protecting the environment and as a means to document processes and corporate habits and policies the Contractor already undertakes.

Please be aware that it is a requirement of the Agreement that Contractors raise awareness of the Eco-Code Action Plan Toolkit initiative. It is not a mandatory requirement that employers take up the use of the Toolkit but the Client may (as part of evaluation work) ask employers to confirm whether they did so or not.

Company Employer Name:

I confirm that the following actions will be addressed by the above named company as part of our commitment to supporting environmental sustainability and protection. These actions will be taken into account during our operational year and will be reviewed at least annually as part of our corporate planning.

Signed: (and position in company)

Reduce, Reuse, Recycle

Eco-code: We will reduce, repair, reuse and recycle potential waste wherever possible.

Actions

1. Purchase items with low/zero levels of packaging.
2. Recycle all materials used, including paper, metals, glass and plastic.
3. Compost appropriate perishable items.

Transport

Eco-code: We will try and encourage more environmentally friendly ways for you to travel when you come and see us! Likewise, organisation business will be conducted through the most environmentally sustainable mode of transport.

Actions

1. Reduce need for transport through the use of ICT.
2. Utilise public transport wherever possible.
3. Vehicle share wherever possible.

Purchasing

Eco-code: We will buy products and materials that do not harm the environment when they are made or used or disposed of.

Actions

1. Purchase re-used/recycled products wherever possible.
2. Purchase from environmentally-sound supplier organisation.

Water

Eco-code: We will save water wherever possible.

Actions

1. Turn off taps whenever not in use.
2. Install water conservation measures such as time limited taps and ‘grey water’ recycling systems.

Energy

Eco-code: We aim to lower energy consumption at the centre, and teach you about how to save energy.

Actions

1. Turn off all heating/lighting when not needed.
2. Use heating controls to swiftly react to different daily heating needs.
3. Install effective insulation, close all doors/windows in winter.
4. Subscribe to a green energy company such as Good Energy that can source 100% green electricity.

Biodiversity

Eco-code: We will try and increase the biodiversity of the site and its surroundings.

Actions

1. Consult local wildlife groups on how to effectively encourage biodiversity and wildlife in your area.

Raising Awareness

Eco-code: We will tell all our visitors and the general public about how we are looking after our environment and hope they do the same at home!

Actions

1. Place prominent notices and posters around the organisation premises.
2. Provide information on website and in literature.

Annex I

Eligibility for Apprenticeships in Wales - Residency Criteria and Evidence Requirements

To be eligible for WG funded apprenticeship programme, the person must meet the residency eligibility criteria for funding under The Education (Fees and Awards) (Wales) Regulations 2007 (the 2007 Regulations), be a resident of and eligible to work in the UK and, where applicable, must hold the required visas, whilst also meeting all other eligibility requirements for apprenticeship.

Regulation 8 provides that it shall be lawful for Medr and institutions funded by them, to adopt rules of eligibility for awards which limit eligibility to those mentioned in the Schedule of the 2007 Regulations.

Guide to the assessment of eligibility

Requirements for different residency categories as listed in the Education (Fees and Awards) (Wales) Regulations 2007 ("2007 Regulations")

This guide is intended to provide examples of where participants may meet the different categories of residency as set out in the 2007 Regulations and it is not an exhaustive list. For ease of reference the categories listed in the table below include those relevant only for courses beginning from August 2021.

If you are unsure whether someone falls into a certain category or you cannot see a category that fits a particular person, you are encouraged to seek your own independent advice.

This is not legal advice and should not be relied on as such. It is also subject to change in line with changes to the 2007 Regulations from time to time.

While efforts have been made to ensure this guide is accurate and up to date, we accept no liability for its contents and providers should always satisfy themselves that participants meet the criteria set out in the 2007 Regulations.

If there are any differences between this guide and the 2007 Regulations, the 2007 Regulations must be applied.

If a category says 'Yes', it means that the category of learner is eligible for the Apprenticeship Programme in that particular circumstance (i.e. persons settled in the UK on the first day of the first academic year of the course, (Column A of the table) are eligible for the Programme, but will not be eligible if they have been settled in the EEA, Switzerland or the overseas territories for 3 years preceding (column C of the table)

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				Column E Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	Column B in the UK and the Islands for 3 years preceding	Column C in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	Column D in the UK, the Islands and the specified British overseas territories for 3 years preceding		
2,2A,3	Persons who are settled** in the UK		Yes (see note)	Yes (see note)			Yes (see note)	For paragraphs 2 and 2A the participant must be ordinarily resident on the day on which the first term of the first academic year actually begins, and the 3 years ordinary residence can include the Republic of Ireland. For paragraph 3, the participant must be ordinarily resident on the first day of the first academic year of the course. If this was for the purpose of receiving full-time education, they must have been ordinarily resident in UK/EEA, Switzerland and overseas territories immediately before that.
9D	Family members of a person settled** in the UK	Family member usually includes those who are a spouse or civil partner and direct descendants who are either under 21 or dependants.		Yes			yes	

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				Column E Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	Column B in the UK and the Islands for 3 years preceding	Column C in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	Column D in the UK, the Islands and the specified British overseas territories for 3 years preceding		
4	Refugees and their family members	Family member is limited to a spouse or civil partner and their children who were under the age of 18 on the leave application date.	Yes (see a note)					A refugee is someone who has been granted permission to stay in the UK on humanitarian grounds after first seeking asylum because they feared persecution in their home country and has remained resident since they were recognised as a refugee. A refugee is different from an asylum seeker.
4A	Protected persons and their family members	Protected Spouse / Protected Civil Partner / Protected children under 18 (on the leave date application)	Yes					Protected persons include people who have been granted permission to enter or stay in the UK either because they qualify for humanitarian protection, because they are a “stateless person” (i.e. they are not recognised as a national of any country) or because they are an unaccompanied refugee child or a ‘Calais’ child.
4B	Persons granted leave to remain as a protected partner and their children	It also applies to their children under the age of 18 (on the date they applied for leave to remain).	Yes					This includes people who have been granted permission to stay in the UK either as a victim of domestic violence or abuse or as bereaved partners.

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				Column E Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	Column B in the UK and the Islands for 3 years preceding	Column C in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	Column D in the UK, the Islands and the specified British overseas territories for 3 years preceding		
4C	Protected Ukrainian nationals, who have been ordinarily resident in the UK and has not ceased to be resident, and their family members	Family member is limited to a spouse or civil partner and their children under the age of 18 (on the leave application date).	Yes					A protected Ukrainian national includes a person granted permission to enter or stay in the UK under the Ukraine Family Scheme, Homes for Ukraine Sponsorship Scheme, Ukraine Extension Scheme, or Ukraine Permission Extension Scheme.
4D	Persons with leave to enter or remain as a relevant Afghan citizen	Family member is limited to a spouse or civil partner and their children under the age of 18 (on date on which they applied for leave to enter or remain).	Yes					A relevant Afghan citizen includes a person granted permission to enter or stay in the UK under the Afghan Relocations and Assistance Policy or the Afghan Citizens Resettlement Scheme, or a person who has indefinite leave to enter the UK under the Afghanistan Response Route.
5	Persons with leave to enter or remain and their family members	Family member is limited to a spouse or civil partner and their children under the age of 18 (on the date on which they applied for leave to enter or remain).	Yes					A person with leave to enter or remain includes people who have been granted permission to stay on the basis of family or private life (including discretionary cases that would not usually qualify), those who did not qualify for refugee status but who are granted permission to enter or

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				Column E Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	Column B in the UK and the Islands for 3 years preceding	Column C in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	Column D in the UK, the Islands and the specified British overseas territories for 3 years preceding		
								stay on a discretionary basis or on the grounds of humanitarian protection.
6A	Persons with protected rights who are EEA migrant workers, frontier workers, self-employed persons, frontier self-employed persons and their family members OR Swiss employed persons, self-employed persons, frontier employed persons, frontier self-employed persons and their family members	Family member usually includes those who are a spouse or civil partner, children and direct descendants who are under 21 or dependants. The types of family member who are eligible will vary depending on the nationality of the relevant person.	Yes		Yes			An EEA migrant worker is a is an EEA national who is a worker in the UK. A frontier worker is someone who works in the UK but lives in the EEA or Switzerland and returns home daily or at least once a week. A frontier self-employed person is someone who is self-employed in the UK but lives in the EEA or Switzerland and returns home daily or at least once a week. A Swiss employed person is a Swiss national who is employed. Self-employed persons is given its usual meaning. The EEA means the EU countries plus Iceland, Liechtenstein and Norway.
7A	A person with protected rights (relating to the EU		Yes		Yes			This means someone who has settled or pre-settled status under the EU Settlement Scheme, those

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				Column E Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	Column B in the UK and the Islands for 3 years preceding	Column C in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	Column D in the UK, the Islands and the specified British overseas territories for 3 years preceding		
	Settlement Scheme)							who have applied under the Scheme and are waiting for a decision (including appeals and applications for administrative review) and Irish nationals
8A	Persons who are settled** in the UK and have exercised a right of residence in the European Economic Area, Switzerland and the overseas territories		Yes		Yes			For example, this could include someone who left the UK to live (and be ordinarily resident) in an EU country before Brexit but has since returned to the UK.
9A & 10A (see notes)	EU Nationals with protected rights and their family members	Spouse / Civil Partner / Direct Descendants under 21/ Dependants who are direct descendants or in limited cases, direct relatives in the ascending line			Yes (but does not apply to family members provided the EU national with protected rights themselves has met the residence requirement))		This category does not include ordinary residence wholly or mainly for the purpose of receiving full time education.	EU Nationals will have protected rights if they have settled or pre-settled status under the EU Settlement Scheme, they have applied under the Scheme and are waiting for a decision (including appeals and applications for administrative review) and if they are an Irish national. Participants may also meet some/all of the criteria in paragraph 10A. However for the

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				Column E Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	Column B in the UK and the Islands for 3 years preceding	Column C in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	Column D in the UK, the Islands and the specified British overseas territories for 3 years preceding		
								purpose of this table, there is little difference between paragraph 9A and paragraph 10A and therefore the differences have not been specifically set out in this table
9A	Family members of a relevant person of Northern Ireland	Spouse / Civil Partner / Children / Direct descendants under 21 or dependants					This category does not include ordinary residence wholly or mainly for the purpose of receiving full time education.	This means family members of people who: • are British, Irish or dual British and Irish citizens, AND • who were born in Northern Ireland and at the time of their birth had at least one parent who was British, Irish, dual British and Irish or entitled to live in Northern Ireland without restriction.
9B	UK Nationals and their family who were ordinarily resident in the UK or EEA/Switzerland before 11pm on 31/12/2020	Family member is limited to a spouse or civil partner or a direct descendant who is under 21 or a dependant.	Yes		yes (does not apply to family members provided the UK national has met the ordinary		This category does not include ordinary residence wholly or mainly for the purpose of receiving full	EU overseas territories means Faroe Islands; French Polynesia; French The Education (Student Finance) (Miscellaneous Amendments) (No. 2) (Wales) Regulations 2026 (W.S.I. 2026/19), regs. 1(2), 2(c) Southern and Antarctic Territories; Mayotte; Greenland;

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				Column E Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	Column B in the UK and the Islands for 3 years preceding	Column C in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	Column D in the UK, the Islands and the specified British overseas territories for 3 years preceding		
					residence requirement)		time education.	the Caribbean part of the Kingdom of the Netherlands (Aruba, Bonaire, Curaçao, Saba, Sint Eustatius and Sint Maarten); St Barthélemy; St Pierre et Miquelon; the Territory of New Caledonia and Dependencies; and Wallis and Futuna.
9BA	Irish citizens who were ordinarily resident in the UK or EEA/Switzerland, and EU overseas territories before 11pm on 31/12/2020	Spouse / Civil Partner / Children / Direct descendants under 21 or dependants	Yes		Yes (but does not apply to family members provided the UK national has met the ordinary residence requirement)		This category does not include ordinary residence wholly or mainly for the purpose of receiving full time education.	
9C	UK Nationals	Spouse / Civil Partner / Children / Direct descendants under 21 or dependants	Yes (see a note)			Yes	This category does not include ordinary residence wholly or mainly for the purpose of	The requirement is for them to be a person who is settled in the UK on the first day of the first academic year of the course. This includes where ordinary residence has been in specified British Overseas territories for at

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				**Column E** Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	**Column B** in the UK and the Islands for 3 years preceding	**Column C** in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	**Column D** in the UK, the Islands and the specified British overseas territories for 3 years preceding		
							receiving full time education.	least part of the last 3 years. The British Overseas territories are Anguilla, Bermuda, British Antarctic Territory, British Indian Ocean Territory, Cayman Islands, Falkland Islands, Gibraltar, Montserrat, Pitcairn, Henderson, Ducie and Oeno Islands, South Georgia and the South Sandwich Islands, St Helena, Ascension and Tristan da Cunha, Turks and Caicos Islands and Virgin Islands. This requirement also includes British Citizens born in British Indian Overseas Territories before 8 November 1965, or direct descendants of such persons. These people are treated as being ordinarily resident in the specified British overseas territories in any period before the first day of the first academic year of the course in which they are not ordinarily resident in the United Kingdom or the Islands

Schedule Paragraph	Eligible Categories of Residency	Eligible Family members	Participants must be * Ordinarily Resident on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course				Column E Residence in the UK, the EEA, Switzerland, the overseas territories and the Islands has not been wholly or mainly for the purpose of receiving full-time education	Note
			Column A in the UK on the first day of the first academic year of the course	Column B in the UK and the Islands for 3 years preceding	Column C in the UK, the EEA, Switzerland or the overseas territories for 3 years preceding	Column D in the UK, the Islands and the specified British overseas territories for 3 years preceding		
9E	UK/EU Nationals and their family members with resident status/right of residence in Gibraltar	Family member is limited to a spouse or civil partner or a direct descendant who is under 21 or a dependant.			Yes (does not apply to family members provided the main candidate has met the residence requirement		This category does not include ordinary residence wholly or mainly for the purpose of receiving full time education.	
11A	Persons who have protected rights who are children of Swiss Nationals		Yes		Yes			This means children of Swiss nationals (where the Swiss national is entitled to support under the Swiss Agreement to come to the UK for education, apprenticeships and vocational training courses).
12A	Children of Turkish workers where the child was ordinarily resident in the UK before 11pm on 31/12/2020		Yes		Yes			Turkish workers are Turkish nationals who are ordinarily resident and lawfully employed in the UK.

Further guidance on immigration status

- The individual's immigration permission in the UK may have a **'no recourse to public funds'** condition. This does not include education or education funding, so this does not affect an individual's eligibility, which must be decided under the normal eligibility conditions.
- Any individual, or relevant family member, **who has applied for an extension or variation of their current immigration permission** in the UK is still treated as if they have that leave. Keeping this permission applies as long as the application was made before their current permission expired. Their leave continues until the Home Office make a decision on their immigration application, but additional right to work checks may need to be conducted.
- An individual, or relevant family member, **is considered to still have the immigration permission that they held when they made their application for an extension**. Their eligibility would be based upon this status.

Evidence requirements

Immigration status under the above categories can be verified in the same way as for employment right to work checks and by following the Home Office guide to Right to work checks.

Providers will need to confirm the verification of the evidence by signing the Apprenticeship Learning Agreement, however will not need to retain a copy of the evidence.

Glossary of terms

* **Ordinarily resident** – generally means the place where a person resides in the ordinary course of their day to day life whether they reside there for the long or short term. This can be evidenced by an authenticated and dated self-declaration from the participant stating their current address and (where there is a three-year requirement) their addresses over the last three years. Residence must be lawful and this generally means that the person must have immigration permission to be in that country and must not be in prison. Temporary absences (such as gap years) can be ignored and a person can be ordinarily resident in more than one country at a time.

** **Settled in the UK** – for the purposes of the 2007 Regulations means a person who is ordinarily resident in the UK without being subject under the immigration laws to any restriction on the period for which they may remain. In practice this includes British or Irish Citizens, those with a right of abode in the UK and those who have been granted "indefinite leave to enter or remain", settlement or settled status or is within the personal scope of the citizens' rights provision.

"Settled Status" means indefinite leave to enter or remain under the EU Settlement Scheme. The person will usually have lived in the UK for a continuous five-year period and not have left the UK for more than five years in a row since then. A person with settled status can stay in the UK indefinitely.

"Pre-settled Status" means limited leave to enter or remain under the EU Settlement

Scheme. Pre-settled status is initially given for five years but will be extended unless the person no longer meets the requirements for it.

"Leave Application Date" means the date on which the person with leave to enter or remain made the application that led to that person being granted leave to enter or remain in the United Kingdom.

"UK" means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
"**EU**" means the European Union.

"**EEA**" means the area comprised by the EU, the Republic of Iceland, the Kingdom of Norway and the Principality of Liechtenstein. An area which was previously not part of the EU or the EEA but at any time before the relevant date became or becomes part of one or other or both of these areas is to be considered for the purpose of eligibility to have always been a part of the EEA.

"**Relevant date**" means the first day of an all-age Apprenticeship programme of learning.

"EU Nationals" are nationals of Member States of the European Union.

"Islands" means the Channel Islands and the Isle of Man.

Annex J

Guidance on Evidence Requirements to Support Funding and Payment

Introduction

The Programme Specification forms part of the Agreement for the delivery and funding of Apprenticeships and sets out certain requirements that must be adhered to in the delivery of the following programmes:

- Foundation Apprenticeships.
- Apprenticeships; and
- Higher Apprenticeships.

This Guidance supplements the Programme Specification and its aim is to enable you to quickly and easily identify the evidence required to support payments related to:

- Entry.
- Monthly Delivery.
- Attainments.

In addition, further guidance is provided for:

- Suspensions/Leavers.
- Deletions.
- Employer Incentive Scheme (EIS).
- Exceptional Training Allowances (unemployed learners only).
- Additional Learning Support (ALS) Funding.

This document also includes examples of eligibility forms. You are able to develop your own documents provided that the relevant Programme Specification requirements are met and the relevant data is captured as detailed on the example forms.

If you have any queries or require further clarification, please contact askACP@medr.cymru.

This Manual sets out the evidence requirements for the funding methodology that commences with the Agreement start date of 01 August 2021. For any learners who remain in learning from the previous contract period, the previous guidance document and funding methodology remain extant.

Apprenticeship Programmes including Shared Apprenticeship Delivery

(Foundation Apprenticeships, Apprenticeships, Higher Apprenticeships)

Entry Payment – New Starts	Prog Spec Ref
Before submitting any data to the LLWR in respect of a new start, the following evidence must be held:	
• Eligibility – evidence that the learner is eligible. If eligibility is established in advance of commencement on the programme, eligibility should be re-confirmed on the start date as circumstances can and do change.	B27-53
• Ineligible – a learner is **not** eligible if they are, at the point of entry, already taking part in any other EU funded employment (only applicable for learners started before 1 January 2024) or enterprise programme, or vocational learning programme funded directly by the UK Government or the Client. This list is not exhaustive see section B49 for full ineligibility criteria that apply.	B49-54
• Evidence to confirm that the learner has, read, understood and authenticated the GDPR (LLWR) privacy notice as part of the sign up process; Notifications of amendments have been seen and understood by learner; LLWR field (LP83) has been updated accordingly.	N16 N53-64

Entry Payment – New Starts	Prog Spec Ref
• Fully completed digital data collection forms that include all data items from the LLWR LN and LP datasets (i.e. fields that start LN or LP) authenticated by the learner and you. There is no requirement to obtain the learner's authentication on documentation to verify data items from the LA and AW datasets (i.e. field that start LA or AW), but you must use the learner's ILP to record activities undertaken with start dates. You may use your own digital documentation providing these documents contain the relevant data items required by the LLWR as well as original authentication, ESF logo, ESF statement (only applicable for learners started before 1 January 2024) and privacy notice. The digital forms must be authenticated by you and the learner to confirm that the information contained on the forms is correct.	L1-L9 N1-3 N47-52
• Evidence to confirm that initial assessment, including assessment of essential skills. Essential skills and diagnostic assessments are to be undertaken within 61 days of the start date.	B67 B113-116
• Evidence of Prior Achievement that provide exemptions, proxies or other unit/credit-based achievement towards qualifications contained in the nominated Apprenticeship Framework.	B70
• An Individual Learning Plan (ILP) / digital learning plan must be held, however, it is acceptable for this document to be partially completed at the start of learning. The ILP must be fully completed, authenticated by the learner, employer and you within 4 weeks of the start date. The ILP must be updated throughout the duration of the apprenticeship programme to record all activities undertaken and the start and end dates (i.e. items from the LLWR dataset that start LA and AW). All changes/updates must be authenticated by the learner.	Section B B66-74 B107-111
• An Apprenticeship Learning Agreement (ALA) authenticated by the learner, employer and you confirming that the learner is in receipt of the National Minimum Wage (NMW).	B54

Entry Payment – New Starts	Prog Spec Ref
NB: Apprenticeship or an Apprenticeship to a Higher Apprenticeship is a continuing learner, and you are **not** required to complete new enrolment forms, but you **must**: • Check that the information held is accurate and complete a Change of Circumstance form if any details require updating. • Undertake eligibility checks if more than 8 weeks have elapsed between the end of the first programme and the start of the next. • Update the learner's ILP to include the new programme e.g. start date, expected duration and framework details etc. (It is expected that the ILP will be a working document that is updated to reflect the learner's current position). • If necessary, update the learner's Apprenticeship Learning Agreement (if the employer is the same for both programmes) or prepare a new Apprenticeship Learning Agreement and SME4 (if the employer is different); and • Set up new LP, LA and AW records on the LLWR for the new programme of learning. This information does not have to be authenticated by the learner as long as the ILP has been updated, and any Change of Circumstance form completed as outlined above.	B132-134
WEFO Data and Evidence Requirements. (LP75) From the 1 January 2015 to 31 December 2023 all Learners in learning and new starts from this date must provide evidence of eligibility in line with the most recent WEFO Data and Evidence Requirements. Providers must keep a copy of this evidence on learner file for review by PAG's team and update LP75 accordingly. From 1 January 2024 providers are no longer required to complete the LP75 field for any Apprenticeship learner with a start date on, or after 1 January 2024 and for evidence requirements follow the relevant guidance of the Section X	Section X, N42-64
Hours of Work (LP61) A learner is only eligible if they attend work and training for at least 16 hours per week (unless authorised absence has been granted). From 1 August 2016 all new starts must provide evidence of hours worked to support LP61. The provider should retain evidence to support LP61 in the form of an authenticated Apprenticeship Learning Agreement that confirm the learner has been attending work and training for at least 16+ hours per week.	B33-40

Monthly Delivery Payments	Prog Spec Ref
A Monthly Delivery Payment will be payable in respect of all learners 'In Learning' at any point during the month.	
For a new start • a fully completed ILP (a partially completed ILP is acceptable if within 4 weeks of the start date) and a forward plan of learning to the date of the first progress review will evidence the monthly payment(s) until the planned date of the first progress review.	Section B B66-74
The evidence to be retained by you to support the Monthly Delivery Payment will be: • a progress review that took place in the month, demonstrating progress made since last review and, if the learning is continuing, a forward plan of learning. This review must be authenticated by the Learner, employer and you. (Employer's signatures are not required on review documentation where a learner undertakes off the job training on a full time block release basis if the period is expected to exceed 10 consecutive weeks.) • **NB:** There may be occasions where it is not possible for the employer to authenticate the progress review. In such circumstances, the lack of an employer authentication would not invalidate the review or any monthly delivery payment. However, persistent and/or repeated absence of employer authentication on review documents will be reported and may result in funding being recovered. • **NB:** In the exceptional circumstance of the learner being unable to authenticate the progress review on the day of the review, a statement is required above the learner signature stating that by signing the review the learner confirms that the review took place on the date noted as the review date; the learner needs to authenticate the review at an earliest opportunity following the date of the progress review, however no later than one week after the review date. If the learner is unable to sign the review within the required timescale, the provider should fully document the reasons for this noncompliance and obtain learner authentication for these reasons. However, persistent and/or repeated instances of late learner authentication will be reported and may result in funding being recovered. If a payment month falls between two reviews, then the evidence to support the payment will be: • fully completed progress reviews undertaken before and after the payment month that are no greater than 61 calendar days apart. • both progress reviews must be authenticated by the learner, employer and you and include progress made since the last review. If the learning is continuing, both progress reviews must contain a forward plan of learning for the period to the next progress review. If the learning is completed, the later progress review does not need a forward plan.	B81-89 ALN B117-119

Welsh Medium And Bilingual Delivery Uplift	Prog Spec Ref
The evidence requirements for the Welsh Medium and Bilingual Medium uplifts are as follows (based on the data recorded in LLWR field LA26) using the following definitions: • **B1 –** Learning completed in a bilingual context and at least 50% of the available assessments within the learning activity completed through the medium of Welsh. The outcome may be achieved using any appropriate teaching methodology. • **B2 –** A significant amount of Welsh Medium learning e.g. both verbal and written. Welsh used in many, but not all, parts of the learning activity. Assessment mainly in English, but some may also be in Welsh. • **B3 –** A small amount of Welsh medium learning e.g. use of Welsh limited to verbal communication or to a minor part of the learning activity. English only assessment. This code can be used to record situations where some Welsh is used during the learning. Minimum use of incidental Welsh is not sufficient for it to be recorded. There needs to be Welsh language interaction between assessor/lecturer and learner for it to be a meaningful use of the language'. • **C1 –** Learning completed in a Welsh-medium context and all of the available assessments within the learning activity completed through the medium of Welsh. You should ensure that evidence is retained on reviews and the ILP to support the coding recorded in LLWR field LA26.	I13-14 LLWR field LA26

Outcomes/Attainments	Prog Spec Ref
For fundable purposes any outcome/attainment must be entered onto the LLWR by you within 6 months of the actual leaving date; and you must hold either: • a copy of the qualification certificate (authenticated as a true copy); or • the results list from the awarding body. The qualification certificate or the results list should, as a minimum, include: • the learner's name • the name of the approved qualification • the level of approved qualification; and • the date the attainment was gained. **NB** Internal Verification reports are not acceptable as evidence to support Attainments.	

Suspensions/Leavers	Prog Spec Ref
When the learner is no longer undertaking their learning, the LLWR must be updated to reflect this. If this is temporary and the learner is expected to return to complete their programme, then suspension is appropriate. If the learning has been completed (successfully or not) or the learner is not expected to return, the learner should be treated as a leaver.	B125-141
Suspensions You are expected to have in place systems to identify when a learner is no longer in learning. If this is expected to be temporary, for example a learner going on maternity leave fully anticipating returning to complete their learning plan, then a new suspension record should be created as described in the Post – 16 Data Management Principles on LLWR Inform. This can be accepted providing the latest learner review (containing a forward plan) is no more than 61 days old at the date of suspension. If the learner is able to authenticate to confirm the suspension, this must be recorded on the ILP, a change of circumstances form, or similar. If the learner is unable to authenticate to confirm the suspension date e.g., the learner may already have commenced their maternity leave, then the ILP, a change of circumstances form, or similar documentation authenticated by you identifying the last 'in-learning' date will, in conjunction with the previous review within 61 days of the suspension date (containing a forward plan) support the suspension date. Where the learner was attending college on day or block release, attendance records from the college may also be used to evidence the suspension date.	L8; B125-141 Post – 16 Data Management Principles on LLWR Inform

Suspensions/Leavers	Prog Spec Ref
Providers must have a monitoring system in place to ensure that length of time on suspension is monitored and does not exceed the maximum suspension period as stated in **B132a**. For each suspension, providers must: • Record the reason for suspension, start date, anticipated return date. • Retain documentary evidence to support the suspension and make this available to the Client upon request. For example, the evidence could include a letter or email from the employer confirming the reason for the suspension, the expected duration and confirmation that the employer is holding the post for the apprentice to return. • Maintain regular contact with the learner, where appropriate, and employer throughout the suspension period to assess continued eligibility, learner intentions, and readiness to return to learning. • Review all open suspensions on a regular basis and ensure that learner records are updated promptly where circumstances change. • Implement appropriate management oversight to monitor the volume, duration, and outcomes of suspensions and identify any emerging risks or patterns. The Client reserves the right to request additional information, undertake assurance activity, or challenge the application or continuation of any suspension where there is insufficient evidence, inappropriate use of suspensions, or concerns regarding compliance with this Specification. Repeated or unjustified use of extended suspensions may be subject to further review as part of the Client's assurance arrangements.	B132a / L8
Return from Suspension A review must be completed on the first day of learning on return from suspension. Provider should update the activities on the learner's ILP with the return from suspension date.	B133

If the learner does not return, appropriate actions must be taken to reflect this in the LLWR data. For full guidance on managing returns from suspension, including updates to ILP, programme and activity records, providers should refer to the Post-16 Data Management Principles as outlined in the LLWR User Support Manual. **NB:** The activity suspension from and to date(s) must be recorded on the learner's ILP in all cases. LP55 must be evidenced on the ILP or a leaver form. The leave date should be the last date that there is evidence of the learner being 'in-learning' in conjunction with a review containing a forward plan authenticated by the learner within 61 days of this date.	Post – 16 Data Management Principles on LLWR Inform

Suspensions/Leavers	Prog Spec Ref
If the learner is able to authenticate to confirm the leave date, LP55 must be evidenced on the ILP or a leaver form or similar. If the learner has already left and is unable to authenticate to confirm the leave date then the ILP or a leaver form, or similar authenticated by you identifying the last 'in-learning' date in conjunction with a review within 61 days of the leave date (containing a forward plan) will support the leave date. Where the learner was attending college on day or block release, attendance records from the college may also be used to support the leave date.	B136
Redundancy / Termination of Employment Where an Apprentice has been made redundant, or otherwise ceased employment with their employer, you are expected, as a minimum, to provide support to the learner by: • Contacting other relevant employers you work with to determine if any alternative suitable vacancies may be available. • Contacting other providers to determine if any suitable vacancies may be available. • Referring the learner to Careers Choices Dewis Gyrfa for advice on their possible options. • Referring the learner to the Apprenticeship Vacancy Service to identify whether any suitable vacancies are advertised. • Identify other actions which are appropriate to support an apprentice who is made redundant e.g. Jobs Growth Wales opportunities, but the primary focus should be to enable the apprentice to continue the apprenticeship. Evidence to support these activities should be maintained on the learner file and may be subject to audit.	B77-78
Deletions Providers must comply with Post 16 Data Submission Guidance and only delete records in line with this guidance. To support the deletion, you must keep a full auditable trail for a minimum of 24 months, following the date of the deletion for audit purposes. As a minimum the evidence should be: • all of the learner's start documentation and • the approval of the deletion and the reason why the record was deleted from a Senior Officer within your organisation	Post – 16 Data Management Principles on LLWR Inform

Suspensions/Leavers	Prog Spec Ref
Transfers To support transfers: 1. the new provider must keep copies of the appropriate paperwork of the transferring learner on the learners file 2. the outgoing provider should keep a copy of the letter or email sent to the new provider, confirming that the transfer has taken place, on the learners file. The documentation is subject to audit.	B150 Section K – Data Management Guidance

Disabled Apprenticeship Employer Incentive scheme

Disabled Person Employer Incentive Scheme Guidance Applicable under this contract for all new disabled apprentices up to 31 August 2027	Prog Spec Ref
Before submitting any data to the Data Management System in respect of a new start the following evidence, taken from the employer, by the Provider, must be held:	D158 onwards B27-B30 D160 - D168
• The business is based in Wales (or the recruited employee(s) would be based in Wales for at least 51% of their time).	
• That the apprentice with disability is: ✓ directly recruited as an apprentice. The delay in signing them up as an apprentice must just be a result of a delay in the logistics of getting the paperwork signed. This could include contract of employment, evidence from payroll, vacancy adverts and/or recruitment documentation. ✓ employed for at least 16 hours per week and not employed on a zero hours contract: evidenced by a copy of contract of employment. ✓ have a contract of employment start date with the employer up to 31 July 2027 (inclusive) and ✓ not starting a Shared Apprenticeship • Individuals with a disability who were currently employed by the employer in a part time role (i.e. under 16 hours p/w) or in a temporary role are eligible to attract the incentive where the new apprenticeship contract of employment is for at least 16 hours per week. This could include evidence from payroll, previous contracts or letters / correspondence of employment for either temporary employment and/or for under 16 hours, new contract or letters/ correspondence of employment/terms of conditions with appropriate hours for eligibility being claimed and/or vacancy adverts and recruitment documentation. • That the apprentice has a disability and the employer was aware of this disability prior to recruiting the learner. • The intention to employ the apprentice for at least the time taken to complete their apprenticeship; and • That the recruitment of this apprentice does not result in the total number of apprentices supported under the incentive exceeding 10. **Notes**: Providers will be required to obtain and retain evidence, authenticated by the employer to prove that the eligibility requirements set out above are met. The Client would expect the Provider to engage with the employer and complete a declaration, authenticated by the employer, recording all the above criteria.	

New Starts for Disabled Apprenticeships up to 31 July 2027	Prog Spec Ref
Disabled Apprentice Incentive Scheme learner eligibility • The apprentice must meet all eligibility criteria as set out in the latest Programme Specification.	
• Self-declaration of learner's disability (for example: declaration of disability by apprentice on application form) is acceptable but must be identified at the point of recruitment. • Other evidence could include, correspondence concerning reasonable adjustments for interview, or any other correspondence or documentation that demonstrates the employer was aware of the apprentice's disability prior to recruitment. Where a learner is identified as having a disability ***after*** they have been recruited, the employer will **not** be eligible for the additional incentive payment. **Notes:** Providers will be required to obtain and retain evidence, appropriately authenticated to prove that the eligibility requirements as set out above are met.	**D171**

New Starts for Disabled Apprenticeships up to 31 August 2027 (see section D158-D195)	Prog Spec Ref
Incentive Payments **Before submitting any data to the Data Management System in respect of an incentive payment the following evidence must be held:**	
The Provider must have obtained and retained, authenticated evidence to support eligibility for incentive payments being claimed. If we identify any breach of the funding rules funding will be recovered from the lead provider who will be required to take steps to recover the funding from the relevant employer. You must maintain a record of defrayment of payments 1 and 2 to the Employer i.e. BACS/Chaps. This will include invoices to the Client, showing the claim for each incentive payment.	
Payment 1 @ 135 days (50%) • Providers are required to obtain and retain evidence, authenticated by the employer to prove the learner's employment date. • Providers are required to obtain and retain evidence to prove that the employer has continuously employed the learner as an apprentice for a minimum of 135 days. This evidence should be authenticated by the employer. The evidence required **must** include one of the following: • A minimum of 2 x reviews, undertaken between the start of the employment/Apprenticeship and on/or shortly before the first 135 days of the employment start date. *Note; all reviews should be fully dated and signed by all relevant parties within the correct timescales.* • A minimum of 3 x wage/pay slips, paid during the first 135 days of the employment start date. *Note; Wage slip should include learner name, NI number and evidence of minimum wage.* • An employer self-declaration signed on or after 135 days from the start of employment date (PAGS template is attached at Annex L).	D175 a
Payment 2 @ 270 days (50%) • Providers are required to obtain and retain evidence, authenticated by the employer to prove the learners employment date. • Providers are required to obtain and retain evidence to prove that the employer has continuously employed the learner as an apprentice for a minimum of 270 days. This evidence should be authenticated by the employer. The learner should also have been in learning for 270 days (excluding any periods of suspension). The evidence required **must** include one of the following:	D175 b

• A minimum of 2 x reviews, undertaken after the first 135 days of employment and including one on/or shortly after the 270th day of employment start date. *Note; all reviews should be fully dated and signed by all relevant parties within the correct timescales.* • A minimum of 3 x wage/pay slips, paid after the first 135 days of employment and including one on/or shortly after the 270th day of employment start date. *Note; Wage/pay slips should include learner name, NI number and evidence of minimum wage.* • An employer self-declaration signed on or after the 270th day of the start of employment (template is attached at Annex L).	

Apprenticeship Support Funding

Apprenticeship programme

Exceptional Training Allowances (unemployed learners only)	Prog Spec Ref
Should an apprentice learner become unemployed, an ETA of £50 per week may be paid. A provider may be able to claim financial support from the Client to meet the cost of the ETA for an unemployed learner for up to 6 weeks. **Evidence requirements for Application for Exceptional Training Allowance (ETA)** • Application form (Annex F). • Letter or P45 from learner's previous employer to evidence need for support. Providers are reminded that the ETA funding must be supported by original documentation. In addition, providers should ensure that they retain copies of any correspondence from the Client confirming approval for ETA funding, and the period of approval. **Evidence requirements for ETA Claim** • You are required to make Exceptional Training Allowance (ETA) payments direct to the learner. • You must maintain a record of all payments to the learner. • For payments by cash or cheque, a receipt authenticated by the learner should be held in addition to evidence of attendance. • Where learners are paid by BACS, an attendance record authenticated by the learner and authorised by you must be completed. This attendance record may then be used as the basis to create a BACS payment. • You will need to retain the BACS reports to demonstrate that payment has been made.	D114-122

Additional Learning Support (ALS) Funding For further details, please refer to Section D of the Programme Specification and Guidance notes	
ALS support is available for learners with Additional Learning Needs which: i. is over and above that provided for in a learning programme; and ii. is necessary to enable the individual learner to achieve. Support does not include learners with support needs arising from a functional literacy or numeracy difficulty (i.e. essential skills) or learners for whom English (or Welsh) is a second language. Any ALS support must be recorded on the ILP.	D123-154;

Annex K

Example of an acceptable Employer Incentive invoice

Invoice/Anfoneb			
To: Medr **2 Capital Quarter** **Tyndall Street** **Cardiff CF10 4BZ**			
Tax Point Date/Dyddia Pwynt Treth:			
Select Contractor:			
Customer No	**Invoice Date**	**Invoice Number**	**Customer Contact**
Rhif yr Cwsmer	**Dyddiad yr Anfoneb**	**Rhif y Anfoneb**	**Cyswllt y Cwsmer**

Description									
LN01	**LN02**	**LP04**	**Scheme Type** (Select from drop- down list)	**Start Date**	**Employer Name**	**Payment Type** (Select from drop- down list)	**Amount GBP (net)**	**VAT** (incentive payment=0%, administration payment=20%)	**Amount GBP (Gross)**
Total/Cyfanswm							£		£

Payment Terms/Telerau Talu:
Verified invoices received by the communicated deadlines will be processed within 10 working days of the deadline. Any late invoices will be processed within 10 working days of the following month's deadline.

Example of a Disabled Person (EIS) – Employer Incentive Scheme Self-declaration

Apprenticeship – Disabled person (EIS) Employer Incentive Scheme Payment Declaration

Learner LN02: _____ **(to be completed by**

Provider) Learners full name:_____

Employer Name: _____

Employer Telephone Number: (Required)_____

Employer Address: (Required) _____

Employer Email Address: (Required) _____

Employer confirmation

Payment 1 @ 135 days

I can confirm that the above named learner has been employed for 135 days from their employment start date and that they are still undertaking their apprenticeship.

Signed: _____ Date: __ /__ /__

Print Name: _____

In order to process the incentive payments please provide your nominated bank details below.

Bank Name: _____

Sort Code: ___ /___ /___ **Account Number:** _____

*Only complete this section if claim is in respect of the 2nd and final instalment.

Payment 2 @ 270 days

I can confirm that the above named learner has been continuously employed for 270 days from their employment start date and that they are still undertaking their apprenticeship.

Signed: _____ Date: __ /__ /__

Print Name: _____

Please note: Once this declaration is received and processed; payment can be expected within 6 weeks. [Note – the Provider can amend payment timeframe to suit their processes but it should be no more than 6 weeks]

Please return to: [Insert Provider name and contact details] Any queries please contact your Provider.