

CONTRACT FOR SERVICES

End point Assessment

Supplementary Terms and Conditions - EPA

1. General

- 1.1. These Supplementary Terms and Conditions cover the provision of End Point Assessment (“EPA”) and Apprentice-related services by CMI, including but not limited to:
 - 1.1.1. Provisional booking of EPA at the time of registration of apprentices with CMI;
 - 1.1.2. Data needed by CMI to ensure efficient scheduling of the EPA;
 - 1.1.3. Responsibilities of CMI, Partner and Employer in relation to EPA, including, liaison between the training provider, employer and CMI to determine the readiness of the apprentice to enter the EPA Gateway;
 - 1.1.4. Conversion of EPA provisional booking into EPA confirmed booking;
 - 1.1.5. Cancellation of EPA;
 - 1.1.6. Postponement of EPA; and
 - 1.1.7. Retakes/re-assessment of EPA.

2. Definitions

- 2.1. In these Supplementary Terms and Conditions:
 - 2.1.1. **Apprentice** means an individual meeting the entry criteria for the Programme and registered by the Partner with the CMI as a participant in the Programme;
 - 2.1.2. **Apprentice Portfolio** means the information set out in the Apprenticeship Standard required to evidence the skills, knowledge and behaviours acquired by the Apprentice against the Apprenticeship Standard;
 - 2.1.3. **Apprenticeship** means the participation of an Apprentice in the Programme;
 - 2.1.4. **Apprenticeship Standard** is the published standard for the Programme set out at <https://www.instituteforapprenticeships.org/apprenticeship-standards/?routes=Business-and-administration> as may be updated from time to time during the term of this Agreement;
 - 2.1.5. **Employer** means in respect of each Apprentice the person, firm company or institution who or which employs the Apprentice for the purposes of the Programme and has entered into an agreement with the Partner for provision of training to the Apprentice;
 - 2.1.6. **End Point Assessment** or EPA means an assessment carried out by suitably qualified independent assessors appointed by the CMI of an Apprentice in accordance with the Apprenticeship Standard;
 - 2.1.7. **EPA Gateway** means the prerequisites published in the Apprenticeship Standard required before an Apprentice can move to the EPA;
 - 2.1.8. **Funding Rules** means the Education & Skills Funding Agency (ESFA) Apprentice Funding and Performance Management Rules for Training

Providers (v6) and/or any amended or updated version of the Funding Rules released during the term of this Agreement;

- 2.1.9. Gateway Date** the date on which the Apprentice has met the requirements of the EPA Gateway

3. Gateway Date

- 3.1.** The Partner will indicate a provisional Gateway Date for an Apprentice as agreed with the Employer, at the time of registering the Apprentice as a Learner with CMI.
- 3.2.** The provisional Gateway Date for the EPA must be within the normal working week (09.00 to 17.00 Monday to Friday).

4. Responsibilities of the Partner

- 4.1.** The Partner will:
- 4.1.1.** Notify CMI as soon as the decision is made by the Employer to use the CMI for EPA;
 - 4.1.2.** Ensure, in liaison with the Employer, that the Apprentice has completed all elements of the Apprenticeship Standard in order to pass through the EPA Gateway;
 - 4.1.3.** Liaise with CMI and the Employer regarding the logistics of the EPA;
 - 4.1.4.** In consultation with the Employer, determine the optimum date for the EPA. The lead-time will normally be 3 months. The Apprentice must have been in active learning for at least 12 months;
 - 4.1.5.** Confirm with CMI the actual date for the EPA and the location agreed with the Employer;
 - 4.1.6.** Organise in liaison with the Employer, if digital/virtual delivery is not being used, the location where the EPA will take place, including preferred date(s) and communicate this information to CMI;
 - 4.1.7.** Will ensure that the Apprentice's portfolio is presented at EPA Gateway. Failure to present will result in the Apprentice not being able to proceed to the live assessment day;
 - 4.1.8.** With the exception of the Team Leader/Supervisor and Senior Leader Master's Degree Standard, ensure that a representative is available to sit on the interview panel, and the Partner has read and understood the requirements of the panel;
 - 4.1.9.** For Level 3 and Level 5, ensure that the Knowledge Test is only taken **after** it has been confirmed that the Apprentice has passed through EPA Gateway; and
 - 4.1.10.** Will ensure that evidence of English and Maths attainment at level 2 is provided at EPA Gateway. Failure to present will result in the Apprentice not being able to proceed to the live assessment day.
- 4.2.** The Partner will provide the following data to CMI in relation to each Apprentice for the purpose of the EPA:
- 4.2.1.** The name and address of the Employer (if there are multiple sites, then the address where the Apprentice is located);

- 4.2.2. The location where the EPA will take place if different from above;
- 4.2.3. The proposed date(s) of the EPA;
- 4.2.4. The main Employer contact;
- 4.2.5. The name of the Apprentice and their Unique Learner Number (ULN)
- 4.2.6. Apprentice portfolio.
- 4.3. The Partner will inform CMI if an EPA is not funded from the apprenticeship levy, as CMI may be required to charge VAT on privately funded EPA services.

5. Responsibilities of CMI

- 5.1. CMI will, in relation to each EPA:
 - 5.1.1. Appoint qualified and experienced independent assessors
 - 5.1.2. Develop assessment materials for use during the EPA
 - 5.1.3. Use reasonable endeavours to ensure that the independent assessors are standardised and provided with clear guidance so that assessment decisions across all assessors are consistent
 - 5.1.4. Liaise with the Partner with regards to the EPA
 - 5.1.5. Conduct the EPA and use this to allocate grades to Apprentices
 - 5.1.6. Complete all necessary administration relating to the EPA.
 - 5.1.7. At successful completion by the Apprentice of all EPA requirements, apply for the final apprenticeship certificate and despatch to the Apprentice.
- 5.2. Additionally, for the CMDA and the Operational/Departmental Manager Apprenticeship and Senior Leader Master's Degree Apprenticeship, the CMI as the assessor for Chartered Manager will:
 - 5.2.1. Liaise with the Partner with regards to assessment for Chartered Manager eligibility.
 - 5.2.2. Use reasonable endeavours to ensure that assessors are standardised to achieve consistent assessment decisions.
 - 5.2.3. Award Chartered Manager status to Senior Leader Master's Degree and CMDA on successful completion of the EPA. For Operational/Departmental Manager apprentices that satisfy the requirements of the End-point Assessment for Chartered Manager and have time-served as a manager for 3 or more years.
- 5.3. CMI will neither offer nor accept any inducement or incentive to or from Partners in connection with our engagement to deliver EPA services.

6. Postponement of Confirmed EPA booking

- 6.1. CMI reserve the right to postpone the EPA if, in its reasonable opinion, the Apprentice has not met the Gateway requirements. The Gateway requirements can be found in the Provider Guidance Document(s) on the CMI website:
<http://www.managers.org.uk/management-apprenticeships/more/resources>

- 6.2.** No additional charges will be payable should a confirmed EPA be postponed by the Partner or Employer by written notice received by the CMI least 28 days prior to the booked EPA date.
- 6.3.** Failure of the Partner or Employer to provide 30 days' notice will result in the following additional charges being payable by the Partner to cover costs incurred by the CMI in relation to the postponed booking:
 - 6.3.1. 28-14 days' notice -**
postponement of EPA = 10% of the total fee for that Apprentice
full cancellation of EPA = 50% of the total fee for that Apprentice
 - 6.3.2. Less than 14 days' notice -**
postponement of EPA = 20% of the total fee for that Apprentice
full cancellation of EPA = 60% of the total fee for that Apprentice
 - 6.3.3.** In exceptional circumstances, the CMI may at its complete discretion consider waiver of all or part of these charges.

7. Retakes and Re-assessment

- 7.1.** Retakes and reassessments are subject to payment of a charge dependent on the scope and complexity required.
- 7.2.** Retakes/re-assessment charges are as set out below:
 - Knowledge Test - free of charge
 - Portfolio - £100
 - Live Interview - £250 plus travel costs if applicable and if undertaken in person rather than virtually.

8. Warranties

- 8.1.** The Partner:
 - 8.1.1.** acknowledges that CMI makes no warranty or representation regarding the eligibility of the Partner and/or each of the CMI Services for funding by the Education & Skills Funding Agency under the Funding Rules and that the Fees payable under the Contract are payable in any event; and
 - 8.1.2.** warrants that it has reviewed the Funding Rules and satisfied itself regarding the eligibility requirements for relevant funding of the Partner and each of the CMI Services; and
 - 8.1.3.** Ensure that the delivery and monitoring of the Apprenticeship is in line with applicable Government standards including but not limited to ESFA standards as relates to apprenticeships.

9. Termination

- 9.1.** The Partner may terminate this Agreement with immediate effect by notice in writing to CMI if at any time, where the CMI Services include End Point Assessment Services, CMI ceases to be an End-Point Assessment Organisation approved by the Education and Skills Funding Agency.