

Supplementary Terms & Conditions | EPA

1. General

- 1.1. These Supplementary Terms and Conditions cover the provision of End-Point Assessment (“EPA”) by the Institute of School Business Leadership (ISBL), including but not limited to:
 - 1.1.1. Provisional booking of EPA at the time of registration of apprentices with ISBL;
 - 1.1.2. Data needed by ISBL to ensure efficient scheduling of the EPA;
 - 1.1.3. Responsibilities of ISBL, Training provider and Employer in relation to EPA, including, liaison between the training provider, employer and ISBL 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 Training provider with ISBL 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/school-business-professional/> 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 Training provider 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 ISBL 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 Training provider 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 ISBL.
- 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 Training provider

- 4.1. The Training provider will:
 - 4.1.1. Notify ISBL as soon as the decision is made by the Employer to use ISBL for EPA, via email: epa@serco.com;
 - 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 ISBL 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 ISBL 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 ISBL;
 - 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. 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 Training provider will provide the following data to ISBL 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 proposed date(s) of the EPA;
 - 4.2.3. The main Employer contact;
 - 4.2.4. The name of the Apprentice and their Unique Learner Number (ULN)
 - 4.2.5. Signed Gateway Checklist and required evidence including Apprentice portfolio and Level 2 English and Maths certificates.
 - 4.3. The Training provider will inform ISBL if an EPA is not funded from the apprenticeship levy, as ISBL may be required to charge VAT on privately funded EPA services.
5. Responsibilities of the ISBL, Serco Education partnership
- 5.1. ISBL in partnership with Serco Education 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 Training provider 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 dispatch to the Apprentice.
 - 5.2. ISBL and Serco Education will neither offer nor accept any inducement or incentive to or from Training providers in connection with our engagement to deliver EPA services.
6. Postponement of Confirmed EPA booking
- 6.1. ISBL 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 Why Choose ISBL to be your EPAO Document on the ISBL website:
<https://isbl.org.uk/Training/Apprenticeship/End-Point-Assessment.aspx>
 - 6.2. No additional charges will be payable should a confirmed EPA be postponed by the Training provider or Employer by written notice received by ISBL least 28 days prior to the booked EPA date.
 - 6.3. Failure of the Training provider or Employer to provide 30 days' notice will result in the following additional charges being payable by the Training provider to

cover costs incurred by ISBL 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, ISBL 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.

8. Warranties

8.1. The Training provider:

- 8.1.1. acknowledges that ISBL makes no warranty or representation regarding the eligibility of the Training provider and/or the ISBL EPA Service 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 Training provider and of the ISBL EPA Service; 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 Training provider may terminate this Agreement with immediate effect by notice in writing to ISBL if at any time, ISBL ceases to be an End-Point Assessment Organisation approved by the Education and Skills Funding Agency.