

# Independent Specialist Provider Application Process

Guidance and application form for organisations who wish to become a YPLA contracted specialist provider for the provision of education and training for learners with learning difficulties and/or disabilities

August 2010

VERSION 4



# Contents

	Page number
Introduction .....	1
Background .....	1
Application process .....	2
Stage 1: Application submission.....	4

## Annexes

1. Young People’s Learning Agency Education and Training Funding Agreement
2. Independent Specialist Provider Application Form
3. References



## Introduction

- 1 This document provides guidance to organisations who have entered into, or wish to enter into, dialogue with the Young People’s Learning Agency (YPLA) to become a YPLA contracted independent specialist provider for education and training in relation to learners with learning difficulties and/or disabilities who are over compulsory school age but under 25 and who are subject to a learning difficult assessment (Section 139A).
- 2 This guidance is relevant to organisations whose proposed or existing provision is dedicated, in the main, to this learner cohort (both day and/or residential provision), and who wish to become a YPLA contracted independent specialist provider.
- 3 The organisation may have been identified to the YPLA by the young person’s home local authority and is likely to be detailed in a young person’s learning difficulty assessment (undertaken in accordance with Guidance on Learning Difficulty Assessments, DfE 2010) as the provider of the education and training provision that is actually and realistically available to meet the young persons needs.
- 4 All organisations must agree to be bound by the terms and conditions of the YPLA education and training funding agreement (contract) and operate in accordance with the YPLA Technical Guidance for Independent Specialist Providers 2010/11 (YPLA 2010a) and Placement Information: Learners with Learning Difficulties and/or Disabilities at Independent Specialist Providers 2010/11 (YPLA 2010b).
- 5 In the absence of successfully completing the application process and agreeing to be bound by the terms and conditions of the contract, the YPLA believes that provision at such organisations is not actually and realistically available and, as such, any learning difficulty assessment that specifies such provision may be a learning difficulty assessment that fails to comply with section 139A, following the case of R v London Borough of Bromley ex parte Alloway (2008 EWHC 2499).
- 6 Where a provider has successfully completed all stages of the process but has not received YPLA funding for two consecutive academic years, the provider will be required to successfully complete the application process again before receiving YPLA funding.

## Background

- 7 During 2010/11 the YPLA will contract with a range of independent specialist providers on behalf of local authorities.
- 8 It is pursuant to the terms and conditions of the YPLA contract that funding shall be passed from YPLA to independent specialist providers at the behest of the relevant local authority for a specific learner.
- 9 As set out in section 63 of the Apprenticeship Skills Children and Learning Act 2009 (“ASCL Act”), the YPLA has the power to assess the

performance of an independent specialist provider's delivery of education and training and take such assessments into account when making funding decisions. This assessment includes the ongoing consideration of outcomes from Ofsted and Care Standard Inspection visits and YPLA external assurance arrangements.

## Application Process

- 10 The application process consists of five stages, each undertaken consecutively upon successful completion of the previous stage:
  - Stage 1: Application form submission: completion of application form including agreement to be bound by the YPLA contract terms and conditions (process detailed at paragraphs 18 to 22 below).
  - Stage 2: Due Diligence: Electronic questionnaire capturing organisation information and business standing.
  - Stage 3: LLDD specific provision: Electronic questionnaire capturing the type, location and capacity of provision being offered, together with partnership arrangements.
  - Stage 4: Organisation visit: to review evidence detailed at stages 2 and 3 including but not limited to:
    - Meetings with the organisation's chief executive, director or owner and staff responsible for managing and delivering education and training
    - Organisation structure, staffing, policies and procedures
    - Provision type and delivery
    - Accommodation and facilities, including other provision locations and work placements/work experience
    - Availability of resources and equipment
    - Health and safety and safeguarding arrangements
  - Stage 5: Final assessment: panel review of documentation and evidence from stages 2 to 4 of the application process.
- 11 All five stages must be successfully completed before the YPLA will enter into a contract with organisations.
- 12 Stages 2 to 5 of the new independent specialist provider guidance will be issued to organisations in advance of completing each stage.
- 13 It is estimated that the full process may take at least 4 months but could take longer. Organisations are encouraged to engage in the process as soon as possible.

- 14 Failure to fully respond to any of the questions posed during the application process may result in the YPLA not proceeding with the application or extend the duration of the application process.

### **Costs of expressing an interest and completing the application process.**

- 15 Organisations will be required to bear all costs associated with completing the application process.

### **Organisation Feedback**

- 16 Feedback will be provided in writing to organisations following completion of each stage of the process and where relevant include details of requirements for progression to the next stage.

### **Appeals and Complaints**

- 17 The YPLA does not offer a formal appeals process for the independent specialist provider application process, although organisations can submit a complaint via the YPLA complaint process. The complainant can submit their complaint by email to [complaints@ypla.gov.uk](mailto:complaints@ypla.gov.uk) or in writing to:

The Complaint Manager  
Legal and Complaints Shared Service  
Young People's Learning Agency  
Cheylesmore House  
Quinton Road  
Coventry, CV1 2WT

### **YPLA Contact Details**

- 18 If you have any questions about any part of the application process, please contact Clare Charlesworth, Policy Manager, Learners with Learning Disabilities and/or Disabilities team (Tel: 024 7682 5612 / E-mail: [clare.charlesworth@ypla.gov.uk](mailto:clare.charlesworth@ypla.gov.uk)).

## Stage 1: Application submission

- 19 Organisations, who wish to apply to become an independent specialist provider of education and training for learners with learning difficulties and/or disabilities, should firstly review and agree to be bound by the terms and conditions of the YPLA education and training funding agreement (contract – Annex 1).
- 20 The organisation should complete and submit the application form (Annex 2), to the LLDD team at YPLA, national office, Cheylesmore House, Quinton Road, Coventry, CV1 2WT.
- 21 The YPLA will respond to the application submission in writing within 7 days of receipt.
- 22 If an organisation is successful in their application, they will become eligible to undertake stage 2 of the application process. Further details of the requirements for stage 2 will be provided with the response detailed at paragraph 20 above.
- 23 Organisations will be required to register on the UK Register of Learner Providers (UKRLP) via [www.ukrlp.co.uk](http://www.ukrlp.co.uk) and the Bravo Solutions ePortal before undertaking stages 2 and 3. Further details will be provided following the successful completion of Stage 1.



## Education and Training Funding Agreement

(Effective from 1 April 2010, subject to revision September 2010)

---

### GENERAL TERMS AND CONDITIONS

It is agreed as follows.

#### 1 Definitions

- 1.1 “Contract” means the Contract between the above named parties consisting of these General Terms and Conditions, the specification and any other documents (or parts thereof) specified in the Contract and any variations to the Contract agreed in writing and signed by both Parties.
- 1.2 “Inspectorates” means the Office for Standards in Education (INSPECTORATES), Ofsted, Estyn and the Care Quality Commission (CQC).
- 1.3 “Learner” means any third party including any student, apprentice, trainee or similar to whom THE CONTRACTOR is required to deliver any of the Services.
- 1.4 “Parties” means THE YPLA and THE CONTRACTOR.
- 1.5 “Premises” means the location where the Services are to be delivered, as detailed in the Contract.
- 1.6 “Services” means the services to be provided as specified in the Contract.
- 1.7 “Specification” means the documents setting out THE YPLA’s requirements for the Services to be provided under this Contract.
- 1.8 “Local Authority” means the Local Authority of the learner who is funded pursuant to the Contract.

#### 2 Commencement and Continuation

- 2.1 The Contract shall commence on the date on which the provision of Services under this Contract commence as stated in Schedule 1 and shall finish on the date on which the Services provided under the Contract finish as stated in Schedule 1 or as otherwise stated in the Contract.

#### 3 Contract Managers

- 3.1 For the purpose of managing the Contract both Parties shall appoint a Contract Manager and shall notify the other Party in writing of the name of the Contract Manager.
- 3.2 THE CONTRACTOR’s Contract Manager shall co-operate with THE YPLA’s Contract Manager to ensure that the Services are delivered as specified in the Contract; that the quality of Service is maintained to the required performance levels and that management and other information is provided to THE YPLA as specified.

3.3 THE CONTRACTOR shall promptly comply with all reasonable requests or directions of THE YPLA's Contract Manager.

#### **4 The Contractor's Obligations**

4.1 THE CONTRACTOR shall carry out the Services with reasonable skill, care and diligence in accordance with the Contract.

4.2 THE CONTRACTOR shall be solely responsible in every way for its employees, agents, associates and sub-contractors.

#### **5 Assignment and Sub-Contracting**

5.1 Where THE CONTRACTOR assigns or sub-contracts any duties or obligations arising out of this Contract THE CONTRACTOR will give Notice in writing to THE YPLA save where the Contract provides that specified arrangements are exempt from the requirement to give Notice under this Clause. Sub-contracting any part of the Contract shall not relieve THE CONTRACTOR of any obligation or duty attributable to him under the Contract or these conditions.

5.2 Services under this Contract may only be sub-contracted to one level.

5.3 Where THE CONTRACTOR has sub-contracted any duties or obligations arising out of this Contract, THE CONTRACTOR shall send copies of the sub-contract to THE YPLA if requested in writing to do so. Where THE CONTRACTOR enters into a sub-contract for the purpose of performing the Contract, THE CONTRACTOR shall cause a term to be included in such sub-contract which requires payment to be made to the supplier or Contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

5.4 In performing its obligations under this Contract THE CONTRACTOR shall ensure that the awarding of sub-contracts is based on fair and open competition.

#### **6 Freedom of Information and Confidentiality**

6.1 Definitions

**"Exempt Information"** means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Contract or otherwise relating to THE CONTRACTOR, which potentially falls within an exemption to FOIA (as set out therein).

**"FOIA"** means the Freedom of Information Act 2000 and all regulations made thereunder from time to time or any superseding or amending enactment and regulations, and words and expressions defined in the FOIA shall have the same meaning in this Clause 6; and

**"FOIA notice"** means a decision notice, enforcement notice and/or an information notice.

## **6.2. Freedom of Information**

6.2.1 THE CONTRACTOR acknowledges and agrees that THE YPLA is subject to legal duties under FOIA, which may require THE YPLA to disclose or request information relating to this Contract or otherwise relating to THE CONTRACTOR.

6.2.2 THE CONTRACTOR acknowledges and agrees that THE YPLA is required by law to consider each and every request made under FOIA for information.

6.2.3 THE CONTRACTOR acknowledges and agrees that all decisions made by THE YPLA pursuant to a request under FOIA are solely a matter for and at the discretion of THE YPLA.

6.2.4 Notwithstanding anything in this Contract to the contrary (including without limitation any obligations of confidentiality), THE YPLA shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information THE YPLA shall use reasonable endeavours (but shall not be obliged) to consult THE CONTRACTOR and shall not:

- a) confirm or deny that information is held by THE YPLA; or
- b) disclose information requested.

to the extent that in THE YPLA's opinion the information is eligible in the circumstances for an exemption and therefore THE YPLA may lawfully refrain from doing either of the things described in parts (a) and (b) of this Clause.

6.2.5 In relation to information relating to THE CONTRACTOR or the Contract which THE CONTRACTOR requests should be exempt under the FOIA THE CONTRACTOR shall indemnify THE YPLA for any and all costs (including legal fees) incurred by THE YPLA in:

- a) assessing the application of any exemption under FOIA; and/or
- b) responding to any FOIA notice; and/or
- c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure.

where such costs are incurred pursuant to efforts by THE YPLA to withhold Exempt Information.

6.2.6 THE YPLA shall in no event be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the disclosure under FOIA of any Exempt Information or other information whether relating to this Contract or otherwise relating to THE CONTRACTOR.

6.2.7 THE CONTRACTOR shall assist THE YPLA as reasonably necessary to enable THE YPLA to comply with its obligations under FOIA.

- 6.3 THE CONTRACTOR shall treat as confidential all documents and information provided by THE YPLA during or in connection with the performance of this Contract which contain Exempt Information. Such documents and information shall not be used by THE CONTRACTOR except for the purposes for which they were made available and shall not be disclosed by THE CONTRACTOR to any other person without prior written consent from THE YPLA. THE CONTRACTOR shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation of confidentiality in respect of the relevant documents and information. The above restriction shall not apply to information which:
- 6.3.1 is or has become part of the public domain other than as a result of a breach of the obligations of confidentiality under this Contract; or
- 6.3.2 is disclosed to sub-contractors contracted to deliver all or part of the Services.
- 6.4 THE YPLA reserves the right to share information about THE CONTRACTOR'S performance under this Contract with the Department for Children, Schools and Families and any other government department or government agency or other public body.
- 6.5 The provisions of this Clause 6 will apply for the duration of the Contract and after its termination.

## **7 Equality of Opportunity and Health and Safety**

- 7.1 THE CONTRACTOR shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, Sex Discrimination Act 1975 or the Disability Discrimination Act 1995, The Employment Equality (Religion or Belief) Regulations 2003 and the Employment Equality (Sexual Orientation) Regulations 2003 Employment Equality (Age) Regulations 2006 or any statutory modification or re-enactment thereof or any other statutory provision relating to discrimination in employment or the provision of services. THE CONTRACTOR shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of THE CONTRACTOR and all sub-contractors employed in the execution of the Contract. THE CONTRACTOR will comply with the detailed requirements in relation to equality of opportunity set out in Schedule 3 to this Contract.
- 7.2 THE CONTRACTOR shall comply with all relevant health and safety legislation, and shall take all reasonable steps to ensure that the Services are provided in a safe, healthy and supportive environment, which meet the needs of Learners. THE CONTRACTOR shall comply with the detailed requirements in relation to Learner health and safety set out in Schedule 3 to this Contract.

## **8 Liability**

- 8.1 THE CONTRACTOR shall indemnify and keep indemnified THE YPLA, its servants, employees, and agents against all loss, damage or liability (whether civil or criminal), claims, demands, costs and expenses incurred by or made against THE YPLA, its servants, employees, or agents in respect of any loss or damage or personal injury (including death) which arises out of or in the course of or caused by the negligent act or omission or wilful default of THE CONTRACTOR its servants or agents in the delivery of the Service except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of THE YPLA or its servants or agents.
- 8.2 THE CONTRACTOR warrants to THE YPLA that to the best of its knowledge and belief all works carried out under the Contract will not infringe, in whole or in part, any copyright or any other intellectual property right of any person and agrees to indemnify THE YPLA against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any works, where such act is, or is alleged to be, an infringement of a third party's copyright or other intellectual property right. This warranty and indemnity shall survive the termination of the Contract and shall exist for the life of the copyright or other intellectual property right.
- 8.3 The liability of THE CONTRACTOR under this clause shall not exceed twice the value of the Contract or £1,000,000 whichever is the greater save that this limit shall not apply to claims in respect of death or personal injury.

## **9 Insurance**

- 9.1 THE CONTRACTOR shall maintain at its own cost a policy or policies of insurance to cover the liability of THE CONTRACTOR in respect of any actual default for which it may become liable to indemnify THE YPLA under this Contract. THE CONTRACTOR should provide copies of any insurance certificates to THE YPLA including professional indemnity, employers' liability and public liability insurance following a written request from THE YPLA.

## **10 Limitation of Liability**

- 10.1 THE YPLA shall not be liable to THE CONTRACTOR for any indirect or consequential loss, damage, injury or costs whatsoever.

## **11 Access and Monitoring**

- 11.1 THE YPLA shall give THE CONTRACTOR reasonable advance notice in writing of proposed visits to THE CONTRACTOR or its sub-contractors, to observe the delivery of the Services, by any person who has taken or will take no direct part in the conduct or content of the Services.
- 11.2 For monitoring and evaluation purposes, THE YPLA, THE LOCAL AUTHORITY, the Secretary of State and his agents, the Department for Business Innovation and Skills, the Department for Children, Schools and Families, the Department for Work and Pensions, the National Audit Office, Representatives of the European Commission and the European Court of Auditors, the Audit Commission and the Inspectorates shall have the right to visit all or any site(s) and view operations relating to the provision and to inspect relevant documents and interview Learners and THE CONTRACTOR'S staff during these visits.

- 11.3 THE CONTRACTOR shall, and shall ensure that its sub-contractors shall, permit access at any reasonable time to any of the representatives listed at Clause 11.2 in order to:
- a) examine, audit or take copies of any original or copy documentation, accounts, books and records of THE CONTRACTOR and its sub-contractors that relate to the Contract;
  - b) visit, view or assess the design, management and delivery relating to the Contract at any Premises where those operations are carried out (including those of sub-contractors) and conduct relevant interviews, including interviews with Learners, during these visits at any reasonable time;
  - c) carry out examinations into the economy, efficiency and effectiveness with which THE CONTRACTOR has used THE YPLA's resources in the performance of the Contract.
- 11.4 Where reasonably required, THE CONTRACTOR and its sub-contractors shall provide copies of any relevant documents required by any of the representatives listed at Clause 11.2.
- 11.5 THE CONTRACTOR shall, if required by any of the representatives stated at Clause 11.2 provide appropriate oral or written explanations.
- 11.6 THE YPLA reserves the right, at any reasonable time, and as it may deem necessary to require THE CONTRACTOR at its own cost to:
- 11.6.1 provide evidence of financial resources and the level of turnover sufficient to enable it to continue to perform the Contract;
  - 11.6.2 obtain a report by an independent accountant of THE YPLA's choice on the financial systems and controls operated by THE CONTRACTOR in respect of payments claimed or received under the Contract;
  - 11.6.3 provide a copy of THE CONTRACTOR'S latest audited Accounts;
  - 11.6.4 submit any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by THE YPLA;
  - 11.6.5 provide any additional evidence to support payments made under this Contract, as THE YPLA shall reasonably require.
- 11.7 THE CONTRACTOR shall in performing the Services comply fully with all relevant rules and regulations of THE YPLA in force from time to time especially when on YPLA premises.

## **12 Payment**

- 12.1 In consideration of the Services to be provided by THE CONTRACTOR, THE YPLA will make the payments to THE CONTRACTOR in accordance with Schedule 2.
- 12.2 Payment by THE YPLA shall be without prejudice to any claims or rights, which THE YPLA may have against THE CONTRACTOR and shall not constitute any admission by THE YPLA as to the performance by THE CONTRACTOR of its obligations hereunder. Prior to any such payment, THE YPLA shall be entitled to make deductions or deferrals in respect of any disputes or claims whatsoever with or against THE CONTRACTOR, arising from this Contract or any other Contract between THE CONTRACTOR and THE YPLA.
- 12.3 Where THE YPLA carries out a review or audit of a sample of the evidence which THE CONTRACTOR is required to provide under the Contract to support the payments made by THE YPLA and identifies errors in that evidence which it deems are material, THE YPLA reserves the right to recover from THE CONTRACTOR an amount based on the error rate identified and the total value of the Contract. Such amount may be recovered by making deductions from future payments due to THE CONTRACTOR under the Contract. In all such reviews the decision of THE YPLA is final.

## **13 Prohibited Activities**

- 13.1 THE CONTRACTOR shall not offer or give, or agree to give, to any member, employee or representative of THE YPLA any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Contract with THE YPLA or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. THE CONTRACTOR'S attention is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916. Any offence by THE CONTRACTOR or its employees or by anyone acting on its behalf under the Prevention of Corruption Acts 1889 to 1916 in relation to this or any Contract with THE YPLA or Her Majesty's Government shall entitle THE YPLA to terminate the Contract and recover from THE CONTRACTOR the amount of any loss resulting from such termination and/or to recover from THE CONTRACTOR the amount of value of any gift, consideration or commission.
- 13.2 THE CONTRACTOR shall not enter into any Contract with any political or religious organisation using any funding provided by THE YPLA under this Contract if the effect of that Contract would be to promote a particular political or religious point of view.
- 13.3 THE CONTRACTOR shall not hold itself out as acting on behalf of THE YPLA without THE YPLA's permission.

## **14 Data Protection**

- 14.1 The Parties shall ensure that they at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 and the Data Protection Principles together with any subsequent re-enactment or amendment thereof in storing and processing personal data, and all personal data acquired by either party from the other shall be returned to the disclosing party on request. Both Parties hereby acknowledge that performance of a duty imposed by the Act shall not constitute a breach of any obligation in respect of confidentiality, which may be owed to the other Party. The clause shall not affect THE YPLA's ability to make a search with a credit reference agency.

## **15 Quality Assurance**

- 15.1 THE CONTRACTOR undertakes to THE YPLA that it has the resources and skills necessary to carry out THE CONTRACTOR'S obligations pursuant to this Contract.
- 15.2 THE CONTRACTOR shall comply with the requirements and observe guidance, which may from time to time be issued by THE YPLA, Inspectorates, the awarding bodies and other regulatory bodies and of which THE CONTRACTOR is made aware.
- 15.3 THE CONTRACTOR shall ensure that all activities carried out pursuant to this Contract shall be documented in accordance with the requirements of THE YPLA and shall provide such documentation to THE YPLA, as THE YPLA shall request from time to time.
- 15.4 THE CONTRACTOR shall have in place a rigorous system of quality assurance based on the regular review and assessment of the quality of the Services delivered. THE CONTRACTOR shall comply with the requirements and observe guidance on the process for review and assessment, which is outlined by THE YPLA within the Placement Technical Guidance for Independent Specialist Providers for 2010/11.
- 15.5 THE CONTRACTOR will make available to THE YPLA a report on its own assessment of the quality of the Services provided under this Contract in a form, which The YPLA may from time to time specify.
- 15.6 Where THE YPLA assesses the quality and delivery of the Services during its business cycle through the annual provider and commissioning dialogue, THE CONTRACTOR will be informed of the outcome of that process. THE YPLA may require THE CONTRACTOR to agree an action plan for the improvement of services following the annual provider and commissioning dialogue, analysis of performance against THE YPLA's published minimum levels of performance, financial health and/or control check performed by THE YPLA or inspection by Inspectorates, where the Services provided under this Contract are subject to inspection by Inspectorates. Failure to agree an action plan or failure to comply with the agreed targets set out in the action plan will constitute a Serious Breach outlined under clause 18 of the Contract
- 15.7 Where the Services provided under this Contract are subject to inspection by Inspectorates and the inspection results in the Services or part thereof being assessed as inadequate, THE YPLA may, in its absolute discretion, terminate the



Contract in respect of the whole Service or that part which is assessed as inadequate.

- 15.8 Where the Services provided under this Contract fail to meet minimum levels of performance or fail to meet any other quality threshold, as set out on an annual basis by THE YPLA, THE YPLA may, in its absolute discretion, terminate the Contract in respect of the whole Service or that part which fails to meet the threshold.
- 15.9 Where Inspectorates has, following an inspection, assessed THE CONTRACTOR'S leadership and management as inadequate, THE CONTRACTOR should not take any steps to sub-contract any of the Services under this Contract or extend any existing sub-contracting arrangements until the Inspectorate(s) is satisfied that action has been taken to remedy the weaknesses identified by the inspection.
- 15.10 Where THE CONTRACTOR sub-contracts any part of the Services under this Contract, THE CONTRACTOR must ensure that the sub-contractor is able to meet quality thresholds required by THE YPLA or identified through and inspection by Inspectorates. THE YPLA may request evidence from THE CONTRACTOR that the Services delivered by the sub-contractor meet the requirements of the Contract.
- 15.11 THE YPLA has the right to require THE CONTRACTOR to undertake training or other activity designed to address or to minimize the risk that the quality of the Services will not meet the required quality thresholds.

## **16 Fraud and Irregularity**

- 16.1 THE CONTRACTOR shall notify THE YPLA immediately where it becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Contract including, but not limited to, cases of:
- 16.1.1 collusion with members of the staff of THE YPLA or employees of the Department for Business, Innovation and Skills and the Department for Children, Schools and Families;
  - 16.1.2 computer fraud;
  - 16.1.3 the submission to THE YPLA of inaccurate, incomplete, misleading or falsified management information;
  - 16.1.4 fraud involving awarding bodies.

provided that nothing in this clause 16 shall require THE CONTRACTOR to do anything, which may cause it to infringe any law.

- 16.2 Where THE YPLA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Contract and payments made hereunder, THE YPLA shall have the right of access to THE CONTRACTOR'S premises at any reasonable time with or without notice to examine and remove or copy all relevant documents and records and to interview THE CONTRACTOR'S servants or agents engaged with the delivery of the Contract.
- 16.3 Where THE YPLA has reasonable cause to suspect that fraud or irregularity has occurred in relation to the delivery of the Contract or any other contract between THE YPLA and THE CONTRACTOR and payments made thereunder it shall have

the right to suspend payments under this Contract and any other Contract between the Parties.

- 16.4 The Parties shall co-operate in the identification of Learners who may be unlawfully claiming benefits. THE YPLA may from time to time brief THE CONTRACTOR as to the co-operation and assistance it reasonably requires including the provision of information regarding fraud by Learners. THE YPLA shall provide a named contact or telephone answering machine for receiving such information.

## **17 European Funding and Other Sources of Funding**

- 17.1 THE CONTRACTOR must not use the funding from the Contract to make bids or claims from any European source of funding on its own behalf or on behalf of THE YPLA without obtaining consent in writing from THE YPLA, that it may do so (such consent not to be unreasonably withheld).
- 17.2 Where THE CONTRACTOR or any of its sub-contractors has access to other funding streams, THE CONTRACTOR will be required to demonstrate that no double funding has occurred in respect of the Services delivered under the Contract. Where THE YPLA identifies double funding in respect of the Services THE CONTRACTOR will be liable to repay to THE YPLA any sums paid by THE YPLA in respect of the Service for which THE CONTRACTOR has received funding from another source and THE YPLA reserves the right to deduct such sums from any monies owed to THE CONTRACTOR under the Contract.
- 17.3 THE YPLA reserves the right to use payments made under the Contract as match funding for European Social Fund Co-Financing Projects. Where requested to do so in writing by THE YPLA, THE CONTRACTOR shall provide such information and in the form as THE YPLA specifies to enable THE YPLA to comply with the requirements of the European Social Fund. THE CONTRACTOR shall if requested to do so by THE YPLA inform Learners or others that the Services provided have been financed in whole or part by the European Social Fund.

## **18 Breach**

- 18.1 For the purpose of this Clause, the following definitions shall have the meanings set out below.
- 18.2 "Minor Breach" shall mean a delay or non-performance by either Party of its obligations under the Contract which does not materially, adversely or substantially affect the performance or delivery of the Service or the provision of a safe, healthy and supportive learning environment;
- 18.3 "Serious Breach" shall mean any breach defined as a Serious Breach in the Contract or any breach which adversely, materially and substantially affects the performance or delivery of the Service or the provision of a safe, healthy and supportive learning environment. Failure to comply with legislation, or actions or omissions by THE CONTRACTOR that endanger the health or safety of Learners would constitute a Serious Breach.

18.4 For the avoidance of doubt:

- a) neither Party shall be liable for any Minor Breach or Serious Breach under this Clause, which occurs as a direct result of any act or omission by the other Party, its staff or agents;
- b) in the event of a breach the party not in breach may enforce the Clauses in the Contract relating to breach even if it has not done so in the event of earlier breaches.

*Minor Breach*

18.5 Without prejudice to any other remedy, in the event of a Minor Breach, the Parties will adopt the following procedure:

18.6 The Party not in breach shall be entitled to serve written notice on the Party in breach, giving full details of the breach and requiring the other Party to remedy the breach within a specified period.

18.7 If the Party in breach fails to remedy the Minor Breach within the time specified in notice served under Clause 18.6 or such other period as may be agreed between the Parties it shall constitute a Serious Breach by the Party in breach.

*Serious Breach*

18.8 Without prejudice to any other remedy, in the event of a Serious Breach, which is capable of remedy, the Parties shall adopt the following procedure:

18.9 The Party not in breach shall be entitled to serve written notice on the other Party giving full details of the breach and requiring the Party in breach to remedy the breach within a specified time period.

18.10 In the event that a Serious Breach of the Contract by THE CONTRACTOR cannot be remedied within the period specified in the notice served under Clause 18.9 or such other period as may be agreed between the Parties THE YPLA may:

- a) require THE CONTRACTOR to suspend recruitment of Learners to the Service to which the Serious Breach relates;
- b) suspend payment to THE CONTRACTOR in respect of that part of the Service to which the Serious Breach relates.

18.11 In the event that any Serious Breach cannot be remedied at all or within the period specified in the notice served in accordance with Clause 18.9 or such other period as may be agreed between the Parties, the Party not in breach may at its sole discretion terminate the Contract or that part of the Service to which the breach relates with immediate effect on notice in writing to the other Party.

**19 Termination**

19.1 THE CONTRACTOR shall notify THE YPLA in writing immediately upon the occurrence of any of the following events:

19.1.1 where THE CONTRACTOR is an individual and if a petition is presented for THE CONTRACTOR'S bankruptcy or a criminal bankruptcy order is made against THE CONTRACTOR, or it makes any composition or arrangements with or for the

benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or

19.1.2 where THE CONTRACTOR is not an individual but is a firm; or a number of persons acting together in any capacity; if any event in clauses 19.1.1 or 19.1.3 of this condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for THE CONTRACTOR to be wound up as an unregistered company; or

19.1.3 where THE CONTRACTOR is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or management with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

19.2 On the occurrence of any of the events described in this Clause 19 THE YPLA shall be entitled to terminate this Contract by notice to THE CONTRACTOR with immediate effect.

19.3 Where THE CONTRACTOR is an individual, if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 clause THE YPLA shall be entitled to terminate this Contract by notice to THE CONTRACTOR or its representatives with immediate effect.

19.4 Either Party may terminate this Contract with immediate effect in the event that in the reasonable opinion of the Party wishing to terminate this Contract, the conduct of the other in performing its obligations under this Contract amounts to a fundamental breach of the Contract, which is incapable of remedy.

19.5 In addition to the rights of termination under any other clauses of this Contract, either party shall be entitled to terminate this Contract in respect of all or part of the Service provided under the Contract by giving to the other not less than three months notice to that effect without the need to give a reason for termination.

19.6 Termination under clauses 19 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Contract.

19.7 THE CONTRACTOR shall upon termination of the Contract immediately deliver up to THE YPLA all correspondence, documents, specification papers and other property belonging to THE YPLA, which may be in its possession or under its control.

## **20 Transfer of Responsibility on Expiry or Termination**

20.1 The Parties agree that if upon termination of this Contract or any part of the Service being provided under the Contract, circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 2006 are applicable, the Parties shall in good faith co-operate with each other in the disclosure of information and the provision of other assistance and comply with the provisions of Clause 12 in Schedule 3 of the Contract so as to facilitate such outcome in relation

to the relevant employees as may be acceptable to the Parties.

- 20.2 The Parties agree that on termination or expiry of this Contract for any reason, the continuity of the Services is of paramount importance. THE CONTRACTOR shall do its utmost to minimise disruption caused to Learners and to assist the implementation of any contingency plan proposed by THE YPLA either prior to or after the termination or expiry of this Contract, to deal with the effects of such termination or expiry in so far as it is practicable to do so.
- 20.3 THE CONTRACTOR shall, at no cost to THE YPLA, promptly provide such assistance and comply with such timetable as THE YPLA may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Services (or its equivalent) upon the expiry or other termination of this Contract. THE CONTRACTOR shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation. THE YPLA shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Contract.
- 20.4 Such assistance may include, (without limitation) delivery of documents and data in the possession or control of THE CONTRACTOR or its sub-contractors, which relate to performance, monitoring, management and reporting of the Programme, including the documents and data, if any, referred to in the Schedules.
- 20.5 THE CONTRACTOR undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of THE YPLA to ensure an orderly transfer of responsibility for provision of the Services.

## **21 Force Majeure**

- 21.1 Neither party shall be liable for any delay or failure to meet its obligations under this Contract due to any cause outside its reasonable control, including (without limitation), inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure or fire. If performance of the service is substantially prevented for a continuous period of 6 months by virtue of any of the aforesaid events, then either party may terminate this Contract by written notice to the other.

## **22 Public Reputations of the Parties/Press Releases**

- 22.1 Both Parties recognise their respective public reputations and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.
- 22.2 The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the approval of each Party which shall not be unreasonably withheld or delayed.

## **23 Status of Contract**

- 23.1 Nothing in this Contract shall have the effect of making THE CONTRACTOR the servant of THE YPLA. THE CONTRACTOR (if an individual) represents that he/she is regarded by both the Inland Revenue and the Department for Work and Pensions as self employed and accordingly shall indemnify THE YPLA against tax, national insurance contributions or similar imposed for which THE YPLA may be liable in respect of THE CONTRACTOR by reason of this Contract.

## **24 Waiver**

- 24.1 No failure or delay on the part of either Party hereto to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

## **25 Third Party Rights**

- 25.1 None of the terms of this Contract are intended to be enforceable by any Learner or other third party.

## **26 Notice**

- 26.1 Any notice or other document to be given under this Contract shall be in writing and shall be deemed to have been duly given if left at or sent by first class post by Royal Mail Special Delivery or other fast postal service or by facsimile or other electronic media to a Party at the address or relevant telecommunications number for such Party or such other address as the Party may from time to time designate by written notice to the other.
- 26.2 All such notices and documents shall be in the English language. Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or on the day of delivery or where notice is given by facsimile or other electronic media, on the working day following the delivery or transmission provided that a printed report is obtained confirming successful transmission or if the addressee acknowledges receipt. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

## **27 Governing / Jurisdiction**

- 27.1 *This Contract shall be governed by and construed in accordance with English Law.*

## **28 Dispute Resolution**

- 28.1 Any dispute, difference or question arising between the parties either during the currency of the contract or afterwards shall be referred to the Contract Managers for discussion and review in order to try to resolve the same.
- 28.2 In the event of the Contract Managers being unable to resolve the relevant issue, upon the instigation of either party the parties will refer the matter to THE YPLA's Area Director and THE CONTRACTOR'S representative nominated for this purpose (jointly "the Dispute Resolution Panel") for formal review and consideration. The Dispute Resolution Panel will meet within 14 days of a matter being referred to them in order to objectively review the position and use their best endeavours to resolve the relevant issue.
- 28.3 In the event of the Dispute Resolution Panel failing to resolve within 28 days of the date of referral a relevant issue referred to it by the parties, then any dispute arising

out of or in connection with this Contract including any question regarding its existence, validity or termination, save for any matter or thing as to which the decision of THE YPLA is under the Contract deemed to be final and conclusive, shall be referred to and finally resolved by arbitration and the provisions of the Arbitration Act 1996 (or any statutory modification or re-enactment thereof) shall apply to such arbitration.

28.4 The arbitration will be conducted by a sole arbitrator, jointly agreed by the CONTRACTOR and THE YPLA. In the event of the parties being unable to agree the identity of the arbitrator within 14 days of the service of the Notice of Arbitration, either THE CONTRACTOR or THE YPLA may request the Chairman of the Chartered Institute of Arbitrators to make the appointment.

28.5 The place of arbitration shall be London, England

**29 Headings**

29.1 The headings to conditions shall not affect their interpretation.

**30 Agreement Post April 2010**

30.1 Pursuant to the Apprenticeships, Skills, Children and Learning Act 2009 THE COUNCIL will be dissolved in April 2010. The legislation provides for THE COUNCIL's rights and liabilities under this contract to transfer to the YPLA.

**31 Entire Contract / Amendments**

31.1 The Contract shall comprise the following:

- The General Terms and Conditions
- Schedule 1
- Schedule 2
- Schedule 3

31.2 This Contract constitutes the entire Contract between the parties and shall not be varied except by an instrument in writing signed by the parties.

**Authorised Signatory for and on behalf of the Young People's Learning Agency**

Signature  
(Agreed by and electronically signed)

Date:  
**Authorised Signatory for and on behalf of the Contractor**

.....  
Signature Position

Name (Print).....

Date: .....

## Schedule 1

### Specification for the provision of Further Education (FE) for Independent Specialist Providers

#### 1 Commencement

- 1.1 The Services to be provided under this part of the Contract shall commence on 8 September 2009 and shall terminate on 31 August 2010 or as otherwise provided in the Contract.

#### 2 Definitions

- 2.1 "Further Education" for the purpose of the Contract means further education for persons who are over compulsory school age but under 19, or who are aged 19 or over but under 25 and are subject to a learning difficulty assessment (S139A).
- 2.2 "Individual Learner Schedule" means the document issued to THE CONTRACTOR in respect of each Learner for whom Services are provided under this CONTRACT which sets out the detail of the Services and is a summary of the agreement between the LOCAL AUTHORITY and CONTRACTOR. The Individual Learner Schedule sets out the requirements of the agreed programme and placement including, but not limited to, a breakdown of the level of support that is required to be in place for the learner, the agreed and proposed length of the programme(s) to be studied, the duration of the funding, confirmation of whether the placement is day or residential and the number of weeks to be funded. Once agreed and signed by both the CONTRACTOR and LOCAL AUTHORITY, the individual learner schedule will form part of the contract and payment terms between THE YPLA, on behalf of the LOCAL AUTHORITY, and the CONTRACTOR in relation to each individual learner. The individual learner schedule is an auditable document to demonstrate the terms of the funding agreement.

#### 3 Placement Technical Guidance for Independent Specialist Providers for 2010/11

- 3.1 The Services to be provided under this part of the Contract is the provision of further education. The detailed Service requirements are set out in the Placement Technical Guidance for Independent Specialist Providers for 2010/11 as amended from time to time by THE YPLA. This guidance sets out the procedures and criteria for the agreement and placement of learners with learning difficulties and/or disabilities at independent specialist providers for the purpose of securing the provision of education and training.



#### **4 Contract Objectives**

- 4.1 THE CONTRACTOR will provide the specified Services to each Learner in respect of whom a Individual Learner Schedule has been issued by THE YPLA on behalf of THE LOCAL AUTHORITY to THE CONTRACTOR in accordance with the agreed support band (as detailed in the Placement Technical Guidance for Independent Specialist Providers for 2010/11) and in accordance with all the other terms and conditions of the Contract.

#### **5 Inspection by the Care Quality Commission (CQC) or Estyn**

- 5.1 When THE CONTRACTOR receives notification from either the Care Quality Commission (CQC) or Estyn that their care provision is to be inspected, and following an unannounced visit, THE CONTRACTOR must inform THE YPLA. THE CONTRACTOR must share the outcomes of those visits and relevant documentation with THE YPLA Contract Manager within 30 days of the visit.

## Schedule 2

### Finance, Volume and Data Capture for Independent Specialist Providers

#### **1 Contract Details**

- 1.1 THE CONTRACTOR shall deliver the specified Services in accordance with the terms and conditions of this Contract, the Individual Learner Schedule, and THE YPLA'S Placement Technical Guidance for Independent Specialist Providers for 2010/11.

#### **2 Funding, Activity and Payment Profiles**

- 2.1 The Individual Learner Schedule for each Learner for whom specified Services are provided under this Contract details the support band agreed by THE YPLA for the period 2009/10 academic year for that Learner.
- 2.2 Individual Learner Schedules will be issued annually following receipt of completed learner review reports by LOCAL AUTHORITIES and confirmation that those reviews are satisfactory as set out in the Placement Technical Guidance for Independent Specialist Providers for 2010/11.
- 2.3 Payments will be made on the basis of the agreed level of funding as determined by the support band identified on the Individual Learner Schedule. Payments will normally be made in three equal instalments, one in respect of each term attended. THE YPLA may make monthly adjustments to payments as necessary.

#### **3 Exceptional Funding**

- 3.1 In accordance with each LOCAL AUTHORITY process and where the LOCAL AUTHORITY has agreed payments in respect of exceptional funding as defined in the Placement Technical Guidance for Independent Specialist Providers for 2010/11, these will be included in the payments described above.
- 3.2 On behalf of the LOCAL AUTHORITY having followed due process, THE YPLA reserves the right to vary the levels of exceptional funding and will notify The CONTRACTOR of any variation it intends to make.
- 3.3 As set out in the Placement Technical Guidance for Independent Specialist Providers for 2010/11, exceptional funding requests in excess of £35,000 over the published funding levels outlined in Annex 2 of the Placement Technical Guidance for Independent Specialist Providers for 2010/11 will be subject to further independent national review.

#### **4 Payment Process**

- 4.1 All payments will be made via BACS.
- 4.2 Under the provision of Item 5A to Group 6 of Schedule 9 of the VAT Act 1994, the supply of education or vocational training funded by THE YPLA/LOCAL AUTHORITY, and the supply by the person providing that education or vocational training, of any goods or services essential to that provision, is considered to be an exempt supply for VAT purposes.

#### **5 Data returns and final reconciliation**

- 5.1 THE YPLA will forward a placement summary report to THE CONTRACTOR at the beginning of each term and copy to the LOCAL AUTHORITY Regional Planning Group. The placement summary process is set out in full in THE YPLA's Placement Technical Guidance for Independent Specialist Providers for 2010/11.
- 5.2 THE YPLA will annually in June, send to each CONTRACTOR an attendance reconciliation report. THE CONTRACTOR must check the details contained within the report and return a signed copy of the report highlighting any changes to the relevant Inclusion Manager within the YPLA by 1 August. At this stage final cash reconciliation will take place and any amendments or recovery of payment necessary will be made in accordance with section 12 of the General Terms and Conditions of contract. Full details are set out in THE YPLA's Placement Technical Guidance for Independent Specialist Providers for 2010/11.
- 5.3 Where the LOCAL AUTHORITY instructs the YPLA that the actual delivery will result or has already resulted in an overpayment to THE CONTRACTOR by THE YPLA, THE YPLA will withhold from, or deduct the amount owed from, payments due to THE CONTRACTOR under the Contract for current or subsequent months or years accordingly.
- 5.4 Where THE CONTRACTOR'S actual delivery has resulted in an underpayment to THE CONTRACTOR by THE YPLA, THE YPLA will adjust the amount due to THE CONTRACTOR accordingly.

#### **6. Changes and Cancellations**

- 6.1 THE YPLA shall have the right to give THE CONTRACTOR reasonable notice in writing to change the nature of any Services covered by the Contract. If THE YPLA exercises this right, THE CONTRACTOR shall proceed promptly to make the changes in accordance with the terms of the notice. If any such change results in a variation to the payments due under the Contract or in the time required for the performance of the Contract a variation shall be agreed between the parties and set out in writing.
- 6.2 In the event that the Services under the Contract are not provided by THE CONTRACTOR in respect of a Learner (for whatever reason), THE YPLA shall not be required to make any payments in respect of that Learner and shall have the right to recover any overpayment of fees from THE CONTRACTOR.
- 6.3 In the event that THE CONTRACTOR is no longer able to provide the Services in respect of a Learner for the following reasons either because the learner:
- (i) is excluded by THE CONTRACTOR; or

- (ii) is absent without leave or good cause,

then, if the event occurs in the first half of a term, THE YPLA shall be responsible for payment of one half of that term's fees in respect of that Learner; and if the event occurs in the second half of a term, THE YPLA shall be responsible for payment of that term's full fee in respect of that Learner.

- 6.4 In the event that a Learner, having been provided with Services under the Contract:
- (i) is unable to remain at the CONTRACTOR through sickness or injury, or:
  - (ii) dies, then:

THE YPLA shall be responsible for the payment for the full term's fees in respect of that Learner.

## **7 Financial Information**

- 7.1 THE CONTRACTOR shall provide to THE YPLA, for each academic year of this Contract in which the CONTRACTOR receives funding from THE YPLA, a complete copy of THE CONTRACTOR'S audited annual financial statement. Such financial statements to be delivered to the YPLA within six months of THE CONTRACTOR'S financial year end.
- 7.2 THE CONTRACTOR shall keep and maintain until two years after the Contract has been completed to the satisfaction of THE YPLA of the hours worked and cost incurred by THE CONTRACTOR in respect of the Learner, and shall on request afford THE YPLA or its representatives such access to those records as may be required by THE YPLA in connection with the Contract. THE CONTRACTOR shall, if requested, provide a statement to THE YPLA detailing how THE YPLA's payments under this Contract have been applied.
- 7.3 THE YPLA reserves the right to require any claim or management information submitted, or to be submitted, by or on behalf of THE CONTRACTOR, to be audited by THE YPLA's independent accountant of choice.

## Schedule 3

### Further Education – Independent Specialist Providers

#### Special Conditions

#### 1 Equal Opportunities

- 1.1 THE CONTRACTOR will in providing the Services under this Contract demonstrate that it has had regard to the duties placed on THE YPLA Section 61 of the Apprenticeships, Skills, Children and Learning Act 2009 and relevant equality legislation. Legislation, regulation and policy provide a framework within which THE YPLA will strive to deliver equality of opportunity for all learners, irrespective of their age, race, gender, religion or belief, sexual orientation, whether or not they have a disability or learning difficulty. The provision of the Services under the Contract should comply with the principles set out in the Single Equality Scheme. THE CONTRACTOR will take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of THE CONTRACTOR and all subcontractors employed in the execution of the Contract.
- 1.2 THE CONTRACTOR shall ensure that equality of opportunity is built into all aspects of provision; the business planning process; the self assessment process and that its strategic plan identifies SMART priorities in this area.
- 1.3 THE CONTRACTOR shall use analysis of data to inform future planning to improve the participation and success of under represented groups and challenge stereotyping. THE CONTRACTOR shall use appropriate Equality and Diversity Impact Measures (EDIMs). These will be proportionate, relevant and aligned to the Services THE CONTRACTOR has agreed to deliver under the Contract. THE CONTRACTOR will provide sufficient assurance that it is monitoring progress on these EDIMs and taking action on underperformance

#### 2 Retention of Documents

- 2.1 THE CONTRACTOR shall retain original invoices and management information returns and all other documents necessary to verify the Services provided by themselves or by its sub-contractors in relation to this Contract for 6 years after the termination of the Contract, save that where any of the Services are paid for using monies from the European Social Fund or any payments made under the Contract for the Services have been used as match-funding for a European Social Fund Co-Financing Project, THE CONTRACTOR will be required to retain documents until 31 December 2020.

### **3 Intellectual Property Rights**

#### **3.1 Definitions**

##### **“Background Intellectual Property”**

Any Intellectual Property, other than Foreground Intellectual Property, which is used in performing the Services or comprises part of the Work;

##### **“Confidential Information”**

Includes all designs, drawings, data, specifications and all other technical business and similar information relating to the Services including all readable or computer or other machine readable data or material and any material relating to or comprising software which may be part of the provision of the Services;

##### **“Foreground Intellectual Property”**

Is any Intellectual Property that arises or is obtained or developed by, or on behalf of, THE CONTRACTOR in respect of the Work in the course of or in connection with the provision of the Services;

##### **“Intellectual Property”**

Is any patent, registered design, copyright, database right, design right, topography right, trade mark, trade name, application to register any of the aforementioned rights, trade secret, inventions, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world including, without limitation:

- (a) any renewals, revisions and extensions created or provided by the laws of any country;
- (b) all rights of action and remedies (including but not limited to an injunction, damages and/or an account of profits) in relation to past infringements; and
- (c) the right to apply for registration of any such rights in any country of the world;

##### **“Work”**

Means all materials created by THE CONTRACTOR as a result of the provision of the Services including Confidential Information;

- 3.2 In consideration of THE YPLA making the payments set out in Schedule 2 to THE CONTRACTOR in connection with the Services THE CONTRACTOR hereby grants (and, where relevant, shall procure from any necessary third parties the grant) to THE YPLA a non-exclusive, irrevocable, worldwide, royalty-free licence (with the right to license others) of any of THE CONTRACTOR’S Foreground Intellectual Property that THE YPLA may reasonably require to be able fully to exploit, develop and commercialise the results of the Services, including, without limitation, the Work.

### **4 Disposal of Assets and Change of Use**

- 4.1 In respect of Assets whose value exceeds £2,500 including VAT the following provisions shall apply.

- 4.2 For the purposes of this section:

- (a) ‘Asset’ shall mean any property, real or personal, tangible or intangible;

- (b) an Asset shall be considered to have been financed by THE YPLA if it has been acquired wholly or partly with funds provided by THE YPLA;
  - (c) the use of any Asset shall be considered to have changed if THE CONTRACTOR uses it for any purpose other than for the provision or connected with the provision of Services under the Contract;
  - (d) 'the appropriate proportion thereof' shall be the proportion represented by the amount of funding provided by THE YPLA to acquire, develop or improve an asset in relation to the entire price paid for its acquisition, or its market value when its development or improvement have been completed.
  - (e) CONTRACTORS would not be expected to inform THE YPLA where, for example, a piece of equipment that has been specifically tailored to meet the needs of a particular learner, is retained by the learner on leaving THE CONTRACTOR or is transferred for another learner's use. Similarly, where items of capital equipment are purchased using a proportion of payments provided through matrix funding, THE YPLA would not expect to be informed on their subsequent sale. It is only where YPLA monies are provided specifically and directly to purchase an asset, and that asset is subsequently disposed of by THE CONTRACTOR, that THE CONTRACTOR should inform THE YPLA of that disposal.
  - (f) Where THE YPLA retains an interest in those assets and this interest is primarily a financial interest, proportionate to THE YPLA's funding of the asset THE YPLA also reserves an interest in how the asset is disposed and a record of these interests in order to ensure that its interest are not prejudiced as set out in '*Funding Assets for Other Organisations*'
- 4.3 THE CONTRACTOR shall ensure that any Asset financed by THE YPLA is adequately insured.
- 4.4 THE CONTRACTOR shall inform THE YPLA if it proposes to dispose of, or change the use of, any Asset that has been financed by THE YPLA.
- 4.5 THE CONTRACTOR shall not dispose of any Asset financed by monies provided by THE YPLA unless it has first obtained the written consent of THE YPLA to such a disposal.
- 4.6 Where THE CONTRACTOR disposes of the Asset it shall pay to THE YPLA whichever is the greater either the amount of funding provided by THE YPLA in respect of the Asset or the net proceeds of any disposal of an Asset, or the appropriate proportion thereof, to THE YPLA unless otherwise agreed with THE YPLA.
- 4.7 If THE CONTRACTOR changes the use of any such Asset it will be treated as a disposal and THE CONTRACTOR shall make a payment to THE YPLA in accordance with clause 4.6 above.
- 4.8 In the event of THE CONTRACTOR being taken over, merging or going into liquidation, all Assets financed by THE YPLA, or the equivalent portion of their market value, will become the property of THE YPLA.
- 4.9 The provisions of this clause shall apply during the continuance of this Contract and after its termination howsoever arising. THE YPLA shall reserve the right to decide when its interest in Assets financed by THE YPLA under the terms of THE

CONTRACT shall cease.

**Data returns and final reconciliation**

- 5.1 THE CONTRACTOR must supply to THE LOCAL AUTHORITY data on each individual Learner, in accordance with the Placement Technical Guidance for Independent Specialist Providers for 2010/11
- 5.2 THE CONTRACTOR must supply THE LOCAL AUTHORITY with data in accordance with the following:
  - 5.2.1 in line with agreed audit arrangements;
  - 5.2.2 in adherence with the data protection act;
  - 5.2.3 to support payments received on profile;
  - 5.2.4 to enable reconciliation to take place as set out in Schedule 2, section 5;
  - 5.2.5 to support the contract management and allocation processes.
- 5.3 THE CONTRACTOR shall securely transmit/provide data for each part of the Service specified in Schedule 1 and the Placement Technical Guidance for Independent Specialist Providers for 2010/11 to THE LOCAL AUTHORITY in one of the following ways:
  - 5.3.1 data is entered or updated via the provider gateway, or alternative online system specified by THE YPLA; or
  - 5.3.2 data is encrypted and sent electronically to THE YPLA and/or THE LOCAL AUTHORITY in a batch file specified by THE YPLA (provider batch) as appropriate or prescribed in the Placement Technical Guidance for Independent Specialist Providers for 2010/11 or
  - 5.3.3 data is sent via Special Delivery to THE YPLA and/or THE LOCAL AUTHORITY, with notification provided prior to sending the information so that the delivery is expected and confirmation received that there will be someone present at THE YPLA and/or THE LOCAL AUTHORITY to receive the delivery as appropriate or prescribed in the Placement Technical Guidance for Independent Specialist Providers for 2010/11.
- 5.4 THE CONTRACTOR must agree with THE LOCAL AUTHORITY the data transmission method to be used for each part of the Service. THE CONTRACTOR will not change from one method to another unless agreed in writing by THE YPLA/LOCAL AUTHORITY as appropriate or prescribed in the Placement Technical Guidance for Independent Specialist Providers for 2010/11. THE YPLA reserves the right to require THE CONTRACTOR to move to another form of data transmission.
- 5.5 In circumstances where no data has been added or updated for a given collection period THE CONTRACTOR must inform THE LOCAL AUTHORITY of a 'Nil Return' through THE YPLA's web portal.
- 5.6 THE CONTRACTOR must ensure that data is received by THE YPLA/THE LOCAL AUTHORITY as appropriate or prescribed in the Placement Technical Guidance for Independent Specialist Providers for 2010/11.
- 5.7 Where THE YPLA and/or LOCAL AUTHORITY is concerned about the quality of the data, including the completeness or accuracy of the data, provided by THE CONTRACTOR, THE YPLA and/or LOCAL AUTHORITY may require THE



CONTRACTOR to supply data more frequently for such a period as THE YPLA and/or LOCAL AUTHORITY shall require.

- 5.8 THE YPLA reserves the right to require THE CONTRACTOR, at its own cost, to carry out such work as THE YPLA deems necessary to improve the quality of data.
- 5.9 THE YPLA reserves the right to suspend payments to THE CONTRACTOR on behalf of and at the request of the LOCAL AUTHORITY under the Contract where data quality gives rise to concern about the accuracy of the data provided by THE CONTRACTOR.
- 5.10 Failure to transmit complete and accurate data to THE YPLA/LOCAL AUTHORITY in accordance with **Clause 5.2** above will constitute a Serious Breach of Contract in accordance with Clause 18 of the General Terms and Conditions of the Contract.
- 5.11 THE CONTRACTOR shall register with UKRLP and maintain contact details on an on-going basis. ([www.ukrlp.co.uk](http://www.ukrlp.co.uk)).
- 5.12 THE CONTRACTOR shall, where applicable, advise THE LOCAL AUTHORITY as soon as possible if the learner does not enrol for a place they have accepted, or if they leave before completing their Learning Programme.

## **6 Specific Learner Incident Reporting Requirements**

- 6.1 THE CONTRACTOR shall inform THE LOCAL AUTHORITY of injuries and diseases to Learners within the scope of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 and fatal road traffic accidents. This shall be done by:
  - 6.1.1 in the case of fatal accidents and 'major injuries' (as defined in RIDDOR) - informing THE LOCAL AUTHORITY by telephone or fax immediately THE CONTRACTOR becomes aware of the event;
  - 6.1.2 all RIDDOR events - sending to THE LOCAL AUTHORITY a completed Learner Incident Record Form within 10 days of THE CONTRACTOR becoming aware of the event;
  - 6.1.3 all incidents **MUST** be reported to THE LOCAL AUTHORITY within 72 hours of their occurrence.
- 6.2 THE CONTRACTOR shall investigate or assess the circumstances of all learner incidents within the scope of RIDDOR and follow HSE guidance 'Investigating accidents and incidents: A workbook for employers, unions, safety representatives and safety professionals' (HSG245) ISBN 0717628272. THE CONTRACTOR shall only use persons competent to investigate/assess learner incidents with a view to identifying the causes of any incident and lessons to be learned.
- 6.3 THE CONTRACTOR shall also monitor, and act on, any other harm to learners to the extent that THE CONTRACTOR could reasonably be expected to do so and/or where the harm could affect the quality of the learning experience. Harm includes (but is not limited to) other incidents that cause absence from learning, any loss to the Learner of any physical or mental faculty or any disfigurement, incidents of bullying and harassment. Such information must be reported to THE LOCAL AUTHORITY within 72 hours of their occurrence.

6.4 THE CONTRACTOR shall co-operate with THE YPLA and Department for Work and Pensions for the purposes of the Analogous Industrial Injuries Scheme in respect to those Learners to which it applies.

## **7 Learner Health, Safety and Welfare**

7.1 THE CONTRACTOR shall co-operate with and provide information to THE YPLA and LOCAL AUTHORITY, as requested, to give assurance that adequate arrangements exist for Learner health and safety, to enable THE YPLA and LOCAL AUTHORITY to review Learner incidents, and to assist THE YPLA and LOCAL AUTHORITY with regard to its Policy on Learner Health and Safety.

7.2 THE CONTRACTOR shall ensure that learning takes place in safe, healthy and supportive environments, which meet the needs of Learners, and in doing so shall:

7.2.1 operate an effective health and safety management system, which continually seeks to raise standards. THE YPLA will use Health and Safety Executive (HSE) publication HSG65 'Successful Health and Safety Management' as a benchmark when evaluating the arrangements of THE CONTRACTOR. Where THE CONTRACTOR is required to carry out self-assessment of the quality of learning provided, Learner health and safety shall be included in accordance with the requirements of THE YPLA and the Common Inspection Framework;

7.2.2 promote good practice and, and in particular, the concept of the 'Safe Learner'. This includes Learners, through the quality of their learning, gaining an understanding of health and safety, the identification and control of risk, and developing a set of safe behaviours;

7.2.3 where part of the learning takes place in an environment outside the direct control of THE CONTRACTOR, for example, with another employer, THE CONTRACTOR shall make an informed judgement about health and safety suitability prior to learning being delivered with that employer/in that environment. To be suitable employers and environments shall at least meet THE YPLA's health and safety procurement standard<sup>1</sup> for learner health and safety. THE CONTRACTOR shall periodically review suitability as an integral part of the quality of the learning being delivered.

7.2.4 THE CONTRACTOR shall ensure it has access to persons sufficiently competent in health and safety and the occupational area to meet its obligations in respect of Learner Health Safety and Welfare and in particular to be able to make the informed judgement of health and safety suitability under this Clause 7.2.3;

7.2.5 maintain adequate records in relation to Learner health and safety including; assessments of employer/environment suitability; agreements or commitments on health and safety with employers and Learners; information relating to harm to Learners; and records of assessments, monitoring and reviews of learner health and safety understanding/capabilities;

7.2.6 take account of relevant Health and Safety Executive guidance and other sources of good practice;

7.2.7 ensure Learners receive effective and timely information, instruction and training and effective supervision based on an assessment of risk. In the

---

<sup>1</sup> The procurement standard are available on the LSC internet and the Good Practice Toolkit for Learner Health and safety websites

case of Learners below the minimum school leaving age, Learners under 18 and/or Learners with learning difficulties and/or disabilities, the environment in which the learning is delivered should be such that risks have been reduced to the lowest level practicable and;

- 7.2.8 ensure that Learners health and safety understanding and practical capabilities are periodically assessed based on an assessment of risk.
- 7.3 THE CONTRACTOR shall adopt recruitment processes that comply with the law and will ensure that children and vulnerable adult learners are protected. THE CONTRACTOR will register with the criminal records bureau where their employees may have regular contact with learners under 18 or other vulnerable learners and make the appropriate checks to ensure that employment that involves regular contact with young people under the age of 18 or other vulnerable learners is not offered or held by anyone who has been convicted of certain specified offences, or whose name is included on lists of people considered unsuitable for such work held by the Department for Children Schools and Families and the Department of Health. THE CONTRACTOR will carry out criminal records bureau checks on all overseas applicants for employment and seek additional information about an applicant's conduct. THE CONTRACTOR must review their records and be able to demonstrate that they have robust record-keeping procedures through checks on record keeping undertaken.
- 7.4 In working with other organisations/bodies, THE CONTRACTOR shall make arrangements to co-ordinate and co-operate effectively for reasons of Learner health, safety and welfare. In particular, respective responsibilities shall be clearly identified and documented as appropriate, to ensure understanding.
- 7.5 THE CONTRACTOR shall, in circumstances where it sub-contracts the management and/or delivery of the Services under this Contract, ensure that all the Clauses in respect of Specific Learner Incident Reporting Requirements and Learner Health Safety and Welfare are included in its contract with sub-contractors.

## **8 Raising Standards**

- 8.1 THE CONTRACTOR shall deliver the Services to an acceptable standard of quality as defined by THE YPLA and shall take all reasonable steps to:
- 8.1.1 minimise drop out rates and deliver high completion and achievement rates, and appropriate progression;
  - 8.1.2 meet the requirements of inspection criteria, as assessed by the Inspectorates;
  - 8.1.3 ensure competent and appropriately qualified staff deliver and assess learning;
  - 8.1.4 offer equality of access to learning opportunities and close equality gaps in learning and outcomes;
  - 8.1.5 provide a safe, healthy and supportive environment, which meets the needs of Learners;
  - 8.1.6 provide good management and leadership of the learning process; and
  - 8.1.7 deliver value for money and financial probity; and
  - 8.1.8 ensure all sub-contractors delivering Services under the Contract on behalf of THE CONTRACTOR comply with requirements set out in 8.1.1 to 8.1.8 above.

- 8.2 THE CONTRACTOR shall continuously seek to improve the Services and raise standards to benefit the Learner. The CONTRACTOR shall have the primary responsibility for improving standards and will need to demonstrate to THE YPLA's satisfaction that it has an effective quality assurance system based on annual self-assessment and the implementation of its own quality improvement process. THE CONTRACTOR must provide evidenced continuous improvement. Failure to demonstrate improvement in the quality of the Services may result in THE YPLA assessing THE CONTRACTOR to be at serious risk of failing to deliver the Services. THE YPLA will share this information with LOCAL AUTHORITIES where appropriate.
- 8.3 THE CONTRACTOR shall conduct continuous self-assessment of the Services and annually submit their self-assessment reports electronically onto the Provider Gateway by a specified date and where required, evidence shall be provided to THE YPLA and/or to OFSTED/ESTYN in support of statements made in the self-assessment report. The YPLA will share this information with LOCAL AUTHORITIES where appropriate.
- 8.4 If THE YPLA assesses THE CONTRACTOR to be at serious risk of failure to deliver the Services under this Contract, THE YPLA may:
- 8.4.1 require THE CONTRACTOR to meet improvement indicators to improve the quality of its Services. THE YPLA will meet with THE CONTRACTOR to discuss and reach agreement on implementation of these actions and improvement indicators and to agree arrangements for monitoring and reviewing progress. In such cases reviews will take place at the frequency specified by THE YPLA and in agreement with THE CONTRACTOR;
  - 8.4.2 agree detailed improvement plans and measures that set out clearly the expected timescale for improvement;
  - 8.4.3 agree arrangements for more frequent monitoring of quality improvement plans;
  - 8.4.4 cease funding all or part of the Services in respect of which planned improvement is not achieved or is at an unacceptable rate.
  - 8.4.5 terminate the Contract in respect of this part of the Services on 31 July in the Contract year in which the outcome of any review of performance by THE YPLA judges THE CONTRACTOR to be at serious risk of failure to deliver the Services;
  - 8.4.6 if THE YPLA judges that THE CONTRACTOR is failing to deliver the actions agreed under 8.4.2 above it shall constitute a serious breach under Clause 18 of the General Terms and Conditions of this Contract; and
  - 8.4.7 in making any assessment or taking action pursuant to this provision the YPLA will liaise with relevant LOCAL AUTHORITIES where appropriate.
- 8.5 THE YPLA may at its discretion require a programme of support for THE CONTRACTOR to assist it in taking action to improve the quality of Services. It is envisaged THE YPLA may liaise with relevant LOCAL AUTHORITIES where appropriate.
- 8.6 When THE CONTRACTOR receives notification from the Inspectorates that it's Services (including leadership and management) are to be inspected, THE

CONTRACTOR shall provide THE YPLA with details of its quality improvement activity, and any other relevant information in accordance with the required timescale of the “Inspectorates”. The YPLA will refer in turn to THE CONTRACTOR’s latest self-assessment report using the Provider Gateway. The YPLA will share this information with LOCAL AUTHORITIES where appropriate.

- 8.7 Following any inspection by the Inspectorates of the Service provided under this contract, THE CONTRACTOR will set out in writing to THE YPLA how it will develop the strengths and address the areas for improvement identified in the inspection. THE CONTRACTOR will update and agree with THE YPLA revisions to any current action plans setting out how it intends to implement its quality improvement actions. The YPLA will share this information with LOCAL AUTHORITIES where appropriate.
- 8.8 Where all or any part of the Services (including leadership and management) delivered under this part of the Contract is assessed by the Inspectorates as inadequate, THE YPLA will regard THE CONTRACTOR as being at serious risk of failure to deliver the Services, and the provisions set out at Clause 8.4 may apply. The YPLA will share this information with LOCAL AUTHORITIES where appropriate.
- 8.9 Where appropriate, THE CONTRACTOR shall confirm in writing to THE YPLA that their Centre Approval Status is still current. The written statement will need to confirm approved centre status for the specific National Vocational Qualification titles and levels, including awarding body name(s).
- 8.10 THE CONTRACTOR shall ensure that appropriately qualified and trained staff will deliver the Services. THE CONTRACTOR shall be responsible for the professional development and training of its staff and for meeting any minimum requirements of THE YPLA for the proportion of its staff to be appropriately qualified in particular the THE CONTRACTOR will ensure that its staff are trained in accordance with the Further Education Teachers Qualification (England) Regulations 2007 and the Further Education Teachers Continuing Professional and Registration (England) Regulations 2007 and LLUK Standards. THE CONTRACTOR should ensure that information is recorded so that it can be appropriately audited and made available to THE YPLA at any time.
- 8.11 In respect of the obligations imposed on the CONTRACTOR in this clause the YPLA may share the information with LOCAL AUTHORITIES where appropriate.

## **9 Feedback and Complaints**

- 9.1 The primary responsibility for receiving feedback and investigating complaints promptly and thoroughly in respect of the Services shall rest with THE CONTRACTOR. THE CONTRACTOR shall have procedures in place, which are acceptable to THE YPLA, to gather and act upon feedback and complaints from Learners and/or their representatives and employers and the wider community.
- 9.2 THE YPLA may issue guidance for THE CONTRACTOR on dealing with feedback and handling complaints, and will set out the minimum standards expected.
- 9.3 THE CONTRACTOR shall be responsible for resolving complaints in accordance with its own procedures and any guidance issued by THE YPLA.

9.4 Where a complaint has not been resolved to the satisfaction of the complainant THE CONTRACTOR will advise the complainant of his or her right to complain to THE YPLA and co-operate with any investigation carried out by THE YPLA.

9.5 The YPA may share any information about CONTRACTORS complaints with relevant LOCAL AUTHORITIES.

## **10 Branding and logos**

10.1 The CONTRACTOR shall when receiving funding from THE YPLA for any programme, meet the requirements of the endorsement branding guidelines, available on THE YPLA's brand website, on all and any promotional materials or activities. This shall include but not be limited to prospectuses, direct mail advertising, TV and radio advertising, merchandising or any other literature or products. Failure to meet with this requirement could lead to a reduction in the amount of funding given.

10.1.1 the CONTRACTOR shall be given access to the current YPLA logos and statements, which are to be used. This requirement may include but not subject to the use of Logo's from other co-branding or co-funding participants. Details will be available from the YPLA's website or communications team; and

10.1.2 this access when granted shall be limited to the use of the current logos and statements and under no circumstances will THE CONTRACTOR be allowed to amend or alter the logo on statements, nor use it for anything not covered by this Contract. Failure to comply with the requirements of this Clause shall constitute a serious breach under the Clause 18 of the General Terms and Conditions of this Contract.

10.2 All the terms of this Clause 10 shall also apply to THE CONTRACTOR'S sub-contractors in carrying out its responsibilities under this Contract.

## **11 Information, Advice and Guidance**

11.1 As part of the delivery of the Services, THE CONTRACTOR will have to provide high quality and easily accessible information and advice in helping learners to understand the opportunities and support available to them about education, training or connected matters (including employment).

11.1.1 where one of the main objectives of the Services to be provided under this Contract is to deliver information and advice, THE CONTRACTOR will have to have or attain the matrix Standard accreditation within six months of the contract being awarded; and

11.1.2 If the information and advice is embedded as part of the delivery of the Services, The CONTRACTOR should work towards achieving the matrix Standard Accreditation within a reasonable period.

## **12 Staffing**

12.1 THE CONTRACTOR shall notify THE YPLA in writing on changes in Principal/Owner and any long term absence in relation to the Principal/Owner or other key member of staff, where absence will impact on the learner experience. The written notification should be received by the YPLA within seven days of the change being effected or absence commencing.

## YPLA Independent Specialist Provider Application Form

### 1. ORGANISATION NAME

*Please complete in BLOCK CAPITALS*

Trading Name:	Company registered number:
Address:	
Postcode:	
Legal Name:	
Address:	
Postcode:	

### 2. CONTACT DETAILS

*Please complete in BLOCK CAPITALS*

Title:	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="checkbox"/> Other
First name:				Surname:	
Position held in organisation:					
Direct Telephone Number:				Email Address:	
Based:	<input type="checkbox"/> Organisation Legal Address				<input type="checkbox"/> Trading Address
<hr/>					
<b>Principal/Head of Organisation Details (if different from above contact)</b>					
Title:	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="checkbox"/> Other
First name:				Surname:	
Direct Telephone Number:				Email Address:	
Based:	<input type="checkbox"/> Organisation Legal Address				<input type="checkbox"/> Trading Address

### 3. REFERRAL DETAILS

Referred by:	Contact Name:
Address:	Position held:
	Direct Telephone Number:
Postcode:	Email Address:
Is this the Local Authority for the area where the Trading Company is based? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If not, who has referred you to the Independent Specialist Provider Application Process?	
Contact Name:	Position held:
Address:	Direct Telephone Number:
Postcode:	Email Address:

### 4. ORGANISATION INFORMATION

Specialist Facilities:

Do either the trading or legal organisation currently hold a Skills Funding Agency contract?  Yes  No

Did either the trading or legal organisation hold a Learning and Skills Council Contract?  Yes  No

If you have answered yes to either of the questions above, please provide details:

.....

.....

.....

.....

### 5. TERMS AND CONDITIONS

I can confirm that ..... [Insert Organisation Name] agree to be bound by the terms and conditions of the YPLA education and funding agreement (contract).

Signed: ..... Date: .....

Print Name: .....

I understand that failure to agree to the above will result in the YPLA being unable to consider this application.

Signed: ..... Date: .....

Print Name: .....

**Please return this completed form to: LLDD Team, YPLA, Cheylesmore House, Quinton Road, Coventry, CV1 2WT**



## References

YPLA (April 2010a) *Placement Technical Guidance for Independent Specialist Providers 2010/11*. Coventry: YPLA 2010  
**<http://readingroom.lsc.gov.uk/YPLA/140410-YPLA-Placement-Information-201011.pdf>**

YPLA (April 2010b) *Placement Information: Learners with Learning Difficulties and/or Disabilities at Independent Specialist Providers 2010/11*, Coventry: YPLA 2010  
**[http://readingroom.lsc.gov.uk/YPLA/ypla-placement\\_tech\\_guidance-apr2010-v1-1.pdf](http://readingroom.lsc.gov.uk/YPLA/ypla-placement_tech_guidance-apr2010-v1-1.pdf)**

DfE (formerly DCSF 2010) *Supporting young people with learning difficulties to participate and progress - incorporating guidance on Learning Difficulty Assessments*  
**<http://www.dcsf.gov.uk/14-19/documents/GuidanceOnLearningDifficultyAssessments.pdf>**

Young People's Learning Agency  
0845 337 2000  
[ypla.gov.uk](http://ypla.gov.uk)

©YPLA 2010  
Young People's Learning Agency

Extracts from this publication may be reproduced for non-commercial educational or training purposes on condition that the source is acknowledged and the findings are not misrepresented.

This publication is available in electronic form on the Young People's Learning Agency website: [ypla.gov.uk](http://ypla.gov.uk)

Publication reference: YPLA-G-86/2010