



Department
for Education

Traineeships

Supporting young people to develop the skills for apprenticeships, sustainable employment, and further learning

Framework for Delivery Version 4 – March 2021

Covers the period 1 September 2020 to 31 July 2021

This document provides guidance on the delivery of Traineeships. This is a Version 4 of the document published on 31 August 2020. We have highlighted those sections where changes have been made.



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Executive summary

1. In July 2020 the Chancellor provided additional investment for a reformed and expanded traineeship programme to help young people, who are expected to be disproportionately affected by the economic fallout of coronavirus (COVID-19), into work.
2. The key developments are:
 - funding to provide 30,000 new traineeships
 - an increased funding rate for Adult Education Budget (AEB) funded traineeships for those aged 19-24
 - maximum duration of a traineeship extended to one year where learners need it
 - young people with an existing Level 3 qualification become eligible for a traineeship
 - a more flexible work placement element with an employer (or multiple employers if needed) for a minimum period of 70 hours
 - an increased line of sight to occupational standards to support progression into apprenticeships and sector specific jobs
 - inclusion of digital skills where needed
 - employers who make new work placement opportunities available may also receive an incentive payment of £1,000 per learner, for up to 10 learners in each of the 9 regions. More details are set out in the Employer Incentive Payments section of this guidance.
 - greater collaboration locally to link traineeships with local labour markets, Jobcentre Plus and local careers advisors.
3. This Framework for Delivery provides employers, education and training providers, and young people with information about how all traineeships should be delivered from 1 September 2020.
4. The period 1 September 2020 to 31 July 2021 is not a traditional funding or academic year. After the Chancellor's announcement in July, we needed time to develop new processes. In this document the term 'traineeships in 2020 to 2021' refers to the period from 1 September 2020 to 31 July 2021.
5. Annex A provides a summary of the areas where the Framework has changed for traineeships in 2020 to 2021.
6. This Traineeships Framework for Delivery (the Framework) should always be read alongside the [ESFA funded adult education budget \(AEB\): funding and performance management rules 2020 to 2021](#) (The ESFA AEB Funding Rules) or [The ESFA 16-19 education funding guidance](#) (The ESFA 16-19 Funding Guidance), especially how they affect the delivery of traineeships.

What are traineeships?

7. Traineeships were introduced in 2013. They are an education and training programme with work experience for young people whose preference is to find a job or apprenticeship but who lack the skills, experience and behaviours sought by employers. Unlike an apprenticeship, a traineeship is a programme of learning and skills development. It is not a job.

8. Traineeships are a focused, flexible offer with a direct line of sight to employment. They allow young people to continue in learning with a work-based programme of training designed to help them to develop the skills and experience needed to secure apprenticeships and other sustainable employment. In doing so, traineeships aim to reduce the proportion of young people not in employment, education and training and raise the participation of 16 to 18-year-olds in education and training.

9. The aim of traineeships is to secure young people's progression to a positive outcome as quickly as possible - where they are not ready to take this step without the preparation that the traineeship provides. A traineeship will be considered achieved when the learner progresses to one of the defined outcomes.

10. Since 2013 traineeships have had a positive impact. In 2017/18, 66% of trainees progressed into an apprenticeship, employment or further learning in the year following the study¹. The report [Estimating the impact of traineeships June 2019](#) found:

- 75% of trainees started in an apprenticeship, employment, or further learning within 12 months of starting the traineeship.
- 33% of trainees started an apprenticeship within 12 months of starting a traineeship, compared with 7% of the matched comparison group.

11. Traineeships also contribute to social mobility, encouraging participation from under-represented groups. In 2019/20, 32% of trainees were from Black and Minority Ethnic (BAME) backgrounds and 23% of trainees identified themselves as having a learning difficulty and/or disability².

12. We will continue to review learner information on disability, gender, ethnicity, and other relevant characteristics to ensure that all young people who meet the criteria are able to access and benefit from traineeships and we will monitor progress on this.

¹ [Outcome based success measures](#) – 2017/18 cohort – published November 2020

² <https://www.gov.uk/government/statistics/apprenticeships-and-traineeships-december-2020>

Who are traineeships for?

Age range

13. Traineeships are available for young people aged 16 to 24³ and for young people with Education, Health and Care Plans⁴ or Learning Difficulty Assessments up to academic age 25.

Target group

14. In the economic fallout of coronavirus (COVID-19) young people will be at substantial risk of unemployment and of becoming and remaining not in education, employment, or training (NEET). A traineeship should improve the quality of their options for entering an apprenticeship, other sustainable employment, or further learning.

15. The core target group for traineeships in 2020 to 2021 will be young people who, regardless of their background:

- are not currently in full-time employment and have little work experience, but who are focused on work or the prospect of it.
- are age 16 to 24 and qualified up to and including a full Level 3⁵, and
- providers and employers believe they have a reasonable chance of being ready for an apprenticeship or other employment within 6 months of completing a traineeship.

16. Being ready for an apprenticeship or other employment within 6 months of completing a traineeship is linked to the definitions for successful outcomes. They allow trainees up to 6 months to achieve a defined successful outcome if they cannot progress to one straight away.

17. Traineeships are not intended for:

- the most disengaged young people, who require very intensive support.
- those who already have the qualifications, skills and experience needed to start an apprenticeship or find work; or
- those already in employment.

³ For the detailed definition of the 16-19 age range please refer to the ESFA 16-19 education: funding guidance, and the AEB Funding and Performance Management Rules for the 19-24 inclusive age group.

⁴ Under the Children and Families Act 2014, Education, Health and Care plans began to replace Learning Difficulty Assessments from September 2014 in all local authorities.

⁵ The level of attainment for a full Level 3 is confirmed in the [ESFA funded \(AEB\) funding and performance management rules 2020 to 2021](#)

18. A traineeship may be an option for young people with some previous employment but who lack the skills, experience and behaviours sought by employers. The traineeship in this case would aim to equip the trainee to secure sustainable employment in an apprenticeship or elsewhere.

Funding principles

19. The Education and Skills Funding Agency fund traineeships for 16 to 18-year-olds (and up to age 25, with an education health and care plan) through the ESFA's young people's funding methodology for study programmes.

20. We fund traineeships for 19 to 24-year-olds (without an EHCP) through the ESFA's Adult Education Budget funding methodology.

21. Traineeships are not part of the AEB which has been apportioned to Mayoral Combined Authorities (MCAs) and the Greater London Authority (GLA) from August 2019 and have remained a nationally funded and contracted programme with funds provided by ESFA, regardless of where trainees reside in England.

22. More details on funding can be found below in section 'How are traineeships delivered and funded?'

Apprenticeships

23. Apprenticeships are jobs that provide high quality training to ensure that an apprentice can achieve full competency in their occupation and prepare them for a successful career.

24. As a type of study programme for young people who want to progress to an apprenticeship or other employment relatively quickly, traineeships are a key route for preparing young people to compete for and succeed in apprenticeships.

25. Traineeships in 2020 to 2021 will continue to provide a supported transition to apprenticeships by preparing young people for occupational standards and through closer links to local labour markets.

26. Participation in a traineeship cannot guarantee progression to an apprenticeship.

16 to 19 study programmes

27. For 16 to 19-year-olds, study programmes ensure that every young person undertakes a programme of education with qualifications and other activity focused on employment and career goals that reflect their ambitions and capabilities. For some this will mean taking substantial academic or vocational qualifications; for some it will mean an apprenticeship; and for others a traineeship, work experience or other employment-focused training will be more appropriate.

28. Learners who have not achieved a GCSE grade 9 to 4 (equivalent to A*-C) in English and maths will need to continue to study these subjects towards achieving those qualifications as part of their study programme.

29. As with other study programmes and apprenticeships, young people undertaking traineeships are meeting their duty to participate in education or training. Since 2013, young people have been required to participate in education or training until at least their 18th birthday. This can be

- full-time study in a school, college or with a training provider.
- full-time work or volunteering (20 hours or more) combined with part-time education or training leading to relevant regulated qualifications; or
- an apprenticeship, traineeship, T Level or supported internship.

30. A supported internship, rather than a traineeship, may be more suitable for young people with complex needs who require additional support to learn in the workplace. [Supported internships](#) are a type of study programme specifically aimed at young people aged 16 to 24 with a statement of special educational needs or an Education, Health and Care (EHC) plan, who want to move into employment and need extra support to do so. They are available as employer-based provision, supported by job coaches. Through supported internships, young people have the opportunity to move directly into paid employment.

31. Providers delivering traineeships to 16 to 19-year olds will want to read this Framework alongside the [study programme principles](#) and the ESFA 16-19 Funding Guidance.

32. This document applies to traineeships in England only and should be read along with the funding guidance and rules published by the ESFA affecting the delivery of traineeships from 1 September 2020 onwards.

What do traineeships provide?

High level offer

33. Traineeships from 1 September 2020 should be made up of four core elements:
- i A focused period of work preparation training with a training provider, covering areas like CV writing, interview preparation, job search and inter-personal skills.

- ii A high-quality work experience placement with an employer to give the young person meaningful work experience and an opportunity to develop workplace skills.
- iii A basic skills element with English, maths and digital where needed.
- iv Flexible vocational learning and qualifications with a focus on preparing the trainee for occupational standards within apprenticeships or occupation specific employment, depending on the needs of the young person and linked to the local labour market. This learning does not replace the 20% off the job training once they start an apprenticeship but should be recognised prior learning.

34. Providers and employers have the freedom to bring these four core elements together in the best way to engage and support individual trainees.

35. At a high level we expect providers to do the following.

- Base their traineeship offer on strong knowledge of the local labour market.
- Work collaboratively with employers, Jobcentre Plus, careers advisors and other local partners on referrals and links to job opportunities.
- Work with young people from the outset to assess their individual needs and tailor a programme that meets those needs against the core elements, including consideration of timing, duration, options for flexible learning and progression to local opportunities.
- Provide vocational learning that is sector-focused and prepares the trainee for occupational standards, and therefore apprenticeship opportunities and sector specific employment, depending on the needs of the young person and linked to the local labour market.

Work experience placements and employer involvement

36. The purpose of traineeships is to prepare young people for employment so that they can progress successfully to apprenticeships and other sustainable work.

37. The involvement of employers is crucial to the success of traineeships. A work experience placement with an external employer in the sector in which the young person is interested, is critical to making traineeships attractive and effective.

38. Work experience in traineeships should give the young person exposure to a real workplace so they can develop the skills, knowledge, confidence, attitudes, and behaviours they need to succeed at work. Ideally this should be with an external employer (or employers if multiple placements are needed), external to the learning environment and at an external site. There are very few exceptions to this that will be

funded⁶. For example, in local authorities with a training arm where the direct provision of training is clearly not the local authority's core business, work experience within departments which are separate to the training arm counts as external work experience.

39. In these cases, providers will need to make a judgement about whether their work placements genuinely provide students with the experiences they need to develop the work-related attributes expected of a traineeship. Ultimately Ofsted make judgements about the suitability of these arrangements through inspection and grading of provider.

40. Simulated activity in an artificial environment may form a helpful part of work preparation training but will not count as work experience for the purposes of traineeships.

41. A traineeship must include a work placement element with an employer for a minimum period of 70 hours.

42. There is flexibility for providers and employers to design programmes which meet the needs of young people and enable work experience placements to take place alongside the other training elements of the traineeship. This must, however, be done in accordance with the maximum hours of activity per week as set out in the funding rules⁷.

- For 16 to 18-year-olds (and up to age 25, with an education health and care plan) funded through the ESFA's young people's funding methodology for study programmes⁸, no student's planned hours, including work placement hours, should exceed 40 hours per week.
- For 19 to 24-year-olds funded through the ESFA's Adult Education Budget funding methodology:
 - An individual can have separate work placements in different organisations. These placements must last for a minimum period of 70 hours in total with each placement supporting progression linked to their learning plan. We would not expect the 70 hours to be delivered in less than a 2-week period with each employer, but they can be delivered flexibly across the programme if needed.
 - For learners on Universal Credit or Jobseeker's Allowance, work-placements can be between 70 - 240 hours (or extended up to 420 hours if an offer of an apprenticeship place is accepted).

⁶ For details refer to the ESFA funding guidance and rules. During Covid-19 restrictions, follow the appropriate temporary guidance: [Actions for FE colleges and providers during the coronavirus outbreak - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/actions-for-fe-colleges-and-providers-during-the-coronavirus-outbreak)

⁷ 16-19: [Advice: funding regulations for post-16 provision - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/advice-funding-regulations-for-post-16-provision) and 19-24: [Adult education budget \(AEB\) funding rules 2020 to 2021 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/adult-education-budget)

⁸ <https://www.gov.uk/guidance/delivering-traineeships-through-efa-funding>

- All elements of the programme (including work placement) are subject to a maximum of 35 hours activity each week to meet the requirements of state benefit rules.

43. Longer placements may be necessary to prepare young people for work, but these would need to be based on clearly identified learner needs.

44. Multiple work placement opportunities are possible as part of a traineeship. Young people may want to experience working with different employers, in different workplace sectors, or in small or medium sized enterprises for example. It may be appropriate for them to undertake multiple shorter placements in different organisations.

45. Where there are multiple placements, they do not have to be done consecutively but each placement with an employer must be for a minimum period of 70 hours.

46. The provider will need to plan multiple placements carefully to ensure they all add up to the high-quality work experience we expect for all trainees. The multiple placements must all be of a high quality, based on the learner's needs and set out in the individual's learner file/action plan. Ultimately, as confirmed above, Ofsted make judgements about the suitability of these arrangements through inspection and grading of the provider.

47. More information on the employer incentive payments available to support the provision of high-quality work experience placements can be found in the Employer Incentive Payments section below and in the linked annexes.

48. Providers and employers will be free to agree how the placement fits best with the other components⁹. Some young people may need to focus primarily on English, maths, digital and work preparation learning and skills at the beginning of their traineeship before moving into the work experience placement. Others may benefit from starting their work experience with a supportive employer early in the traineeship, with work preparation and English, maths and digital built in alongside.

49. We expect providers to offer ongoing support to employers and young people as needed throughout the work experience placement. This will enable continuous learning and reflection for trainees, with the work experience element both reinforcing acquired skills and giving individuals experience that will help equip them for future employment.

50. In Annex B we have included the principles for good quality placements as part of traineeships from the March 2015 version of this document. It will be for providers and employers in partnership to agree how these principles are implemented in traineeships.

⁹ Where the trainee is claiming benefits, providers and employers should also work with Jobcentre Plus. Initial contact details available at <https://www.gov.uk/contact-jobcentre-plus>

We will share more guidance and examples of good quality work placements from September 2020 onwards on [the traineeships collection](#) on GOV.UK.

51. We expect most providers will name the employer providing the work placement in advance of the young person being enrolled, as a placement with a named employer is likely to attract many young people to take up opportunities. Or if there will be more than one placement, the employer for the first one.

52. However, we recognise that providers may need a short period of time to work with individual young people before confirming the employer who will offer their work experience placement. Time may be needed to assess prior attainment and to identify individual aspirations and areas of interest. We will, therefore, continue to offer the flexibility for providers to name the employer for the work experience placement (or at least the first employer if there will be more than one work placement) after the traineeship has started. We expect to see most work placements agreed within four weeks of the traineeship starting. Now that traineeships can last up to year, we recognise work placements may take longer to confirm for some young people, but an employer must be identified on the ILR within 60 days.

Exit Interview

53. Where possible, the young person should receive a real job interview where an apprenticeship or other post has become available. However, we recognise that this will not always be feasible. In these cases, we expect a formal exit interview with the employer who provided their placement will help the young person to practise and prepare for future opportunities.

54. In either case, young people should receive meaningful written feedback from the employer reflecting the time spent on their placement to help them improve their performance.

Work preparation training

55. The content of the work preparation training is for providers and employers to design and agree. They are best placed to decide the work preparation that trainees need. We expect this to include any personal and social skills that the young person needs to develop to get the most out of their work experience and prepare them for future employment.

56. It is important that work preparation training covers both the skills that young people will need to find and secure employment (for example, job search techniques, CV writing and interview skills) and the skills and attributes that they need to sustain employment (such as planning, timekeeping, team working, self-confidence, resilience and strength of character).

57. Where you deliver non-regulated learning as part of work preparation training, you must ensure it is eligible for funding by checking the ESFA AEB Funding Rules or the ESFA 16-19 Funding Guidance as appropriate.

58. Work preparation training should also include preparation for the specific work experience placement the young person will be undertaking.

English and maths

59. Employers are clear that literacy and numeracy are crucial employability skills, so English and maths form a key part of traineeships.

60. Achieving a Level 2 qualification, and in particular a GCSE grade 9 to 4 or A* to C, in both maths and English helps learners to progress to further study, training and skilled employment. The ESFA's [maths and English condition of funding](#) ensures that all 16 to 19 year olds have the best chance of achieving this standard, and get the necessary support to do so.

61. Students on a traineeship programme are subject to the condition of funding in the same way as students on other study programmes.

62. All young people taking part in a traineeship are expected to study English and maths. Unless they have already achieved them, young people aged 16-19 are expected to continue to work towards achieving a GCSE grade 9 to 4 (equivalent to A*-C) in English and maths, by studying an approved qualification. These are GCSEs and certain other qualifications, known as 'stepping stone' qualifications, confirmed in the [math and English condition of funding guidance](#). For young people aged 19 or above, a functional skills qualification alone at Level 2 may be more appropriate. Providers should refer to the relevant funding rules.

63. A change¹⁰ is being made to [the maths and English condition of funding](#) from the academic year 2020 to 2021 that will apply to students on traineeship programmes. We have removed the element of the condition of funding that treats ALL traineeships as part time. Traineeships will now be treated in a consistent way with other provision in that we will look at trainees' planned hours to determine if they are full or part time.

64. It is important that all trainees are stretched when doing their English and maths. Where taught, English and maths should therefore build on the level of the qualification already achieved, so a student who has achieved a GCSE grade 3 (equivalent to a D) or a Level 1 qualification should be taught at Level 2 rather than Level 1, for example.

¹⁰ The updated version will be published here <https://www.gov.uk/guidance/16-to-19-funding-maths-and-english-condition-of-funding>

65. Providers should aim to support young people to complete their English and maths qualifications within their traineeship where possible. The extended duration of up to a year for traineeships in 2020 to 2021 will help where it may take longer for a young person to achieve these crucial elements. Where needed however, we would expect young people to continue and complete these qualifications after the formal traineeship is achieved. For instance, this could be as part of further study towards employment, or as part of their apprenticeship. Providers will need to comply with the relevant funding guidance and rules in this area.

66. More information on the entitlement within study programs is available in the [16-19 funding: maths and English condition of funding](#), including the qualifications approved for teaching to 16 to 19 year olds who meet the condition of funding

67. More information on the entitlement for individuals aged 19 and over, including the qualifications on which eligible learners must be enrolled, is available in the ESFA AEB Funding Rules.

Digital skills

68. You should assess the digital skills of trainees aged 19 and over and where needed, you should support them to attain digital skills up to and including Level 1.

69. From 1 August 2020, the Department for Education has introduced a new legal entitlement to full funding for adults aged 19 and over, with no or low digital skills, on specified digital skills qualifications at Entry Level and Level 1. There is more information on the new entitlement in the ESFA AEB Funding Rules.

70. Alongside the new entitlement, the Department for Education is reforming basic digital skills qualifications, introducing new Essential Digital Skills qualifications (EDSQs). More information is available on [Digital qualifications: evaluation progress](#). EDSQs are the only qualifications funded under the entitlement in 2020/21. The first of the new EDSQs is now available. Awarding organisations are currently developing others which will be added to Ofqual's [Register of Regulated Qualifications](#) once approved.

71. The new entitlement applies to 19 to 24-year-old traineeships. Any adult with low or no digital skills (i.e., less than level 1) is therefore eligible for full funding of specified digital skill qualifications under the entitlement. The only qualifications specified under the entitlement are EDSQs.

72. While more EDSQs yet to be approved, learners can study other level 1 and below digital skills qualifications. They will not be fully funded under the digital entitlement and you should check on [Find a Learning Aim](#) for qualifications we will fund.

73. Providers should aim to support these young people to complete their EDSQ or other digital qualification within their traineeship where possible. Where needed however, we would expect young people aged 19 to 24 to continue and complete these qualifications after the formal traineeship is achieved. For instance, this could be as part of further study towards employment, or as part of their apprenticeship. Providers will need to comply with the relevant funding guidance and rules in this area.

74. The ESFA AEB Funding Rules confirm that we will fully fund non-regulated learning for learners, including those assessed at pre-entry level with significant learning difficulties and/or disabilities as part of a personalised learning programme, where assessment has identified the learner cannot undertake provision identified above.

75. You must assess, enrol, deliver, and record learning under the entitlement as confirmed in the section on the digital entitlement for those aged 19 or over in the ESFA AEB Funding Rules, and in line with rules generally where you use qualifications which are not EDSQs

76. The new digital entitlement is for learners aged 19 or older. For eligible learners supported by the [16 to 19 education funding guidance](#), the study programme can include information technology ('digital') skills where information advice and guidance processes have identified a need for them. These should be delivered in accordance with the funding guidance.

77. A traineeship could also support the development of any digital skills that are part of an occupational standard published by The Institute for Apprenticeships & Technical Education being linked to in the flexible content (see below).

78. As the digital content is new to traineeships, we will find and share examples of good practice in delivering digital skills as part of traineeships.

Flexible Vocational learning and preparation for Occupational Standards

We aim to share further information to support providers and employers with delivering traineeships that prepare the (young person/learner/trainee) for occupational standards and therefore, apprenticeships and other employment.

79. In addition to the core elements, providers and employers retain the flexibility to add elements to traineeships depending on the needs of young people and the labour market.

80. We encourage providers to work with employers in those sectors where job opportunities exist.

81. To further support the transition from a traineeship to an apprenticeship, or sector focused employment, these additional elements of vocational learning should be occupationally focused where possible.

82. Depending on the needs of a young person and linking to the local labour market, content should prepare the learner for occupational standards, and therefore apprenticeship opportunities and sector specific employment.

83. This content does not, however, replace the 20% off the job training requirement of any apprenticeship that follows.

84. In planning the occupationally focused element of a traineeship, the provider should also consider the duration of any apprenticeship the learner may progress to. The vocational learning in the traineeship should prepare the learner to progress successfully to the apprenticeship without putting at risk the minimum duration of a year.

85. The Institute for Apprenticeships and Technical Education (The Institute) owns occupational standards¹¹ which are available on their [website](#). These occupational standards are used in combination with end-point assessment plans as apprenticeship standards. On [Find a Learning Aim](#) you can check which standards we fund as The Institute website will include, for example, standards which are in development.

86. The nature and intensity of the occupationally focused learning will depend on many factors including the trainee's background and preferences, the length of the traineeship, and employment opportunities in the local labour market.

87. The flexible content of traineeships could include high quality and relevant vocational qualifications, skills required by the local labour market or sectors/employers, business, commercial and enterprise skills, or ICT skills. These are examples only and are not designed to be prescriptive or exhaustive. Providers and employers should look to design traineeship programmes that are appropriate for the local labour market needs.

88. This flexible element does not replace any of the 20% off the job training requirement of an apprenticeship. It should however be considered when assessing any recognised learning through documentation or certification for the learner, alongside qualifications gained.

89. As with English and maths qualifications, providers should aim to support young people to complete any vocational qualifications within their traineeship where possible.

90. If they have begun but not yet completed them, we would expect young people to complete these qualifications after the formal traineeship is achieved. For instance, this

¹¹ Apprenticeship standards on the Institute website
<https://www.instituteforapprenticeships.org/apprenticeship-standards/>

could be as part of further study towards employment, or as part of their apprenticeship. Any providers delivering qualifications to completion will need to comply with the relevant funding guidance and rules.

Duration

91. The length of a planned traineeship should reflect the needs of the learner – allowing them to get substantial training and experience, while giving employers and providers the flexibility to tailor programmes to the needs of the individual.

92. Traineeships can last between 6 weeks and 12 months. Providers must assess the needs of learners and be able to evidence the outcomes of that. The programme of learning should allow the trainee to progress as soon as possible to a defined traineeship outcome. How long this takes should be reflected in the planned hours.

93. For traineeships in 2020 to 2021, the maximum duration has been extended to 12 months for those learners who are further away from the labour market or need more significant support. However, we expect most trainees, including those aged 19-24, to complete their traineeship within 6 months.

94. Where young people successfully progress earlier than anticipated, this will count as achieving the traineeship. For example, they may through what they have learned apply successfully for an apprenticeship, other employment or planned learning before the traineeship ends. There is a requirement to report the destinations of trainees which is set out in the Outcomes and Progression section.

95. Providers may wish to work with young people who are not yet ready for a traineeship, either as part of their wider 16 to 19 study programme or through their AEB allocation for those aged 19 to 24, to help them prepare for and move into a traineeship. In doing so providers must comply with the ESFA funding rules and any associated guidance for 16-19 or adult education and ensure there is progression in learning levels.

Achieving a traineeship

96. A young person's traineeship will be achieved when the learner progresses to one of the defined outcomes. The primary measure of success for traineeships is securing positive outcomes for participants in the form of apprenticeships or sustainable employment.

97. Whilst we want most young people to progress from their traineeship into an apprenticeship, sustainable employment, or further learning, we recognise that this will not always be the case.

98. For these young people, traineeships will have significantly increased their skills and given them work experience and a reference to include in their CV, putting them in a

much stronger position to find work. In these instances, we expect the provider leading the traineeship to ensure that young people are in contact with organisations that can help them find work or training opportunities and that they are supported to complete English and maths qualifications that they started on their traineeship.

99. We continue to believe that written feedback from the employer where the young person undertook work experience, together with confirmation of any qualifications completed with their provider, is the right form of recognition for achieving a traineeship and will have greater currency in the labour market than a separate mandatory certification process. We also encourage providers and employers to award locally recognised certificates for traineeships, that recognises their achievements and learning.

How are traineeships delivered and funded?

100. The Education and Skills Funding Agency fund traineeships for 16 to 18-year-olds (and 19 to 24-year-olds, and up to age 25, with an education health and care plan) through the ESFA's young people's funding methodology for study programmes¹².

101. We fund traineeships for 19 to 24-year-olds through the ESFA's Adult Education Budget funding methodology.

102. Providers delivering traineeships must therefore do so in accordance with the [16-19 education: funding guidance](#) for 16-19 traineeships or the [Adult education budget \(AEB\) funding rules 2020 to 2021](#) for 19-24 traineeships.

103. Trainees are subject to the 16 to 19 English and maths condition of funding¹³. Any trainee starting a traineeship of 150 hours or more, aged 16 to 19, or aged 19 to 25 if they have a Learning Difficulty Assessment or Education and Healthcare Plan, and do not hold a GCSE grade 9 to 4 or A* to C or equivalent qualification in English and/or in maths, are required to study these subjects as part of their traineeship programme.

16 to 19 funded traineeships

104. Education and training providers who currently hold a contract or grant with the ESFA to deliver provision through the ESFA's young people's funding methodology for study programmes can deliver traineeships within the study programme arrangements based on funding per student¹⁴. We have published updated guidance on [In-year growth for academic year 2020 to 2021](#).

¹² <https://www.gov.uk/guidance/delivering-traineeships-through-efa-funding>

¹³ Further details are available at <https://www.gov.uk/16-to-19-funding-maths-and-english-condition-offunding>

¹⁴ Further information is available at: <https://www.gov.uk/16-to-19-education-funding-allocations>

105. Education and training providers who currently deliver traineeships for 16 to 19-year-olds and hold a standalone traineeship contract with the ESFA can deliver traineeships in line with the relevant sections of the ESFA AEB Funding Rules. Details on accessing growth funding are set out in Annex C of the [AEB funding and performance management rules](#).

106. We are currently considering opportunities for providers to access funding to deliver 16 to 19 traineeships. There is guidance on [16 to 19 education \(Non-Apprenticeship\): market entry](#).

19 to 24 funded traineeships

107. Traineeships remain a national programme with funding provided by ESFA irrespective of where learners reside in England. It is separate from other ESFA funded AEB and managed as a distinct allocation line within Grants and Contracts.

108. Education and training providers who currently deliver traineeships for 19 to 24-year olds using their traineeship line of funding within their grant allocation can continue to do so. Education and training providers who currently deliver other AEB grant funded provision, but not traineeships, can request a traineeship allocation at performance management reviews.

109. Details on accessing growth funding and a new traineeship allocation are set out in Annex C of the [AEB funding and performance management rules](#).

110. Providers funded through an existing procured AEB Contract for Services contract will no longer be able to provide traineeship starts for 19 to 24-year olds from 1 August 2021. Providers with an existing Contract for Service that wish to deliver 19 to 24 traineeship starts from 1 August 2021 must successfully secure a contract through the traineeship ITT procurement process. This expiration applies to Contracts for Services only and not grants, which do not expire. Therefore FE Colleges who are funded through a grant funded allocation can continue delivering traineeships as per their grant arrangements and funding rules.

111. The traineeship ITT procurement application window ran from 7 October 2020 to 17:00 GMT on 28 October 2020. The procurement has been launched to expand the traineeship provider market and meet increased demand to ensure national coverage during recovery from coronavirus (COVID-19). Successful providers will have a separate contract enabling them to access the additional funding announced by the Chancellor.

Funding – employer routes

112. Traineeships can be delivered by education and training providers that deliver provision for 16 to 19-year-olds and hold a contract with the ESFA to deliver traineeships;

and by those that deliver provision through the AEB, funded by the ESFA, to deliver traineeships for 19 to 24-year-olds.

113. Employers can lead the delivery of traineeships to young people where they meet the conditions in the preceding paragraph or by:

- Working in partnership with an existing funded education or training provider that meets the quality criteria; or
- Working towards becoming an approved provider in their own right for future years.

114. We want employers to take part in traineeships and offer work experience placements because they see the value of the programme to their organisation and sector.

115. For traineeships in 2020 to 2021, Employer Incentive Payments are available to support engagement. More information is available in the section on Employer Incentive Payments below.

116. Traineeships are applicable for a wide range of employers. In many cases, those employers will also offer apprenticeships. This provides an excellent opportunity for those businesses to plan their pipeline of skilled staff over multiple years. For 16 to 19¹⁵ year olds, traineeships are part of [study programmes¹⁶](#) to ensure simplicity in funding and to enable young people to move between learning options. For 19 to 24-year olds, traineeships are part of the existing flexibilities within the Adult Education Budget.

Employer Incentive Payments

This section has been updated in Version 4. We are providing more guidance based on processing of the first claims made by employers.

117. As confirmed in the work experience placement and employer involvement sections above, a traineeship must include a work placement with an employer for a minimum period of 70 hours, which can be delivered flexibly during the traineeship in accordance with maximum hours of activity per week as set out in the funding rules¹⁷.

¹⁵ Throughout this document the term 16-19-year-old also refers to those young people age 19 to 25 who are subject to a Learning Difficulty Assessment (LDA) or an Education, Health and Care Plan (EHCP) issued by their home local authority.

¹⁶ This excludes traineeships delivered by 16-19 traineeship providers with a standalone traineeship contract and without study programme funding'

¹⁷ 16-19: [Advice: funding regulations for post-16 provision - GOV.UK \(www.gov.uk\)](#) and 19-24: [Adult education budget \(AEB\) funding rules 2020 to 2021 - GOV.UK \(www.gov.uk\)](#)

118. In 2020 to 2021, employers can apply for a £1000 incentive payment per learner for hosting a work placement that lasts for a minimum period of 70 hours delivered between 1 September 2020 and 31 July 2021 as part of the traineeship programme.

Background to the new incentive

119. In July 2020, the government announced that it would fund a new employer incentive payment for traineeships in 2020 to 2021.

120. The aim is to encourage employers to provide high-quality work placements for trainees and to help with the cost of setting up work placement programmes - for example administration costs or buying any Personal Protective Equipment (PPE) needed for trainees.

121. Funding for the incentive has been agreed for the period of 1 September 2020 up to 31 July 2021, subject to availability of funding, as part of HM Government's coronavirus (COVID-19) response. Any decision to continue with employer incentive payments will be made with HM Treasury.

122. We would like to see employers utilising the incentive payments to develop work placement programmes that will build a pipeline to opportunities in their business now and in the future.

How and when to claim

123. Detail on how employers can claim employer incentive payments, supported by their training providers, can be found in Annexes D and E.

124. Based on early experience in processing claims from employers, there are some common issues causing errors and delays in making payments. We have addressed these by updating Annexes D and E and by sharing information in other ways such as in the 3 March 2021 edition of [ESFA Update](#).

125. This section provides an overview of requirements that apply to employers and providers for claiming an incentive.

126. To claim an incentive payment, employers will need to register their details and submit a claim through an [online portal](#) on GOV.UK.

127. The payment can be claimed for eligible placements that take place and are completed from 1st September 2020 up to and including 31st July 2021.

128. This allows the incentive to be claimed for trainees who may have started on programme before the 1st September 2020 but were unable to access a work placement due to the impact of covid-19 until after 1 September 2020.

129. The incentive can only be claimed once the placement activity has been completed.

130. Employers must make incentive claims for eligible placements by 21 October 2021. This is the date of the final ILR return for the 2020 to 2021 year (also known as R14) confirmed in the [Data Collection Timetable](#). It is the deadline for providers to send details of the outcomes of learning aims completed by 31 July.

131. Although employers have until the 21 October 2021 to claim, we strongly encourage doing so once the placement activity has been completed.

132. Where multiple placements are being delivered to benefit the trainee, the employer can still access the payment following completion of the work placement, subject to the employer delivering for a minimum period of 70 hours.

133. There is no limit to the number of traineeship work placements that an employer can offer but the incentive payment is not intended to fund them all. Incentive payments are capped at 10 payments per region across the 9 regions listed below.

- East Midlands
- East of England
- London
- North East
- North West
- South East
- South West
- West Midlands
- Yorkshire and the Humber.

Connected Companies and Schools

134. Connected companies and charities will be capped at a maximum of 10 payments in each of the 9 regions.

135. For voluntary-aided schools, foundation schools, free schools and academies, the governing body is the employer. So, the cap will apply to each governing body.

136. For other maintained schools, the local authority is the employer. The cap will apply to the local authority and not each individual school.

Employment status and financial support for trainees

137. Young people taking part in traineeships are by definition not yet ready for sustainable employment. Throughout their traineeship, they will develop core skills needed in the workplace and benefit from gaining work experience in a real working environment where they can apply these skills.

138. Traineeship work placements are part of a course and there is no legal requirement or expectation that trainees will be paid. Traineeships are exempt from the National Minimum Wage regulations. However, employers can decide whether or not to pay the trainee, and how much. Employers may also decide to pay for or contribute to the student's travel and subsistence costs.

139. Young people taking part in traineeships are undertaking education and training and, where they qualify, may benefit from our existing programmes of financial support, including the [16 to 19 bursary fund](#) and [learning support \(within the AEB funding rules guidance\)](#); and from applying for [learner support](#) funding for 19 to 24 year olds.

140. Access to Work funding¹⁸ from the Department for Work and Pensions is available for young people for the work experience placement of their traineeship if they have a disability or health condition that affects their ability to do a job, or means they have to pay extra work-related costs. An Access to Work grant can help pay for travel when young people are unable to use public transport, and workplace support workers, including job coaches.

Outcomes and progression

141. As with other programmes, it is mandatory for further education providers to record young people taking part in and completing traineeships through the Individualised Learner Record (ILR). This includes the requirement to report the destinations of trainees. Further detail is available in the guidance and information on [data collection for further education providers](#).

142. As learner progression to apprenticeships and employment will be reflected in, for example, outcome-based success measures, providers should ensure that their data submissions reflect learner progression. This will also help to demonstrate the overall performance of the programme, which all parties will be able to use to communicate its benefits in future.

¹⁸ Further information on eligibility and applying for Access to Work funding is available on the Preparing for Adulthood website: <http://www.preparingforadulthood.org.uk/what-we-do/supported-internships/access-to-work-fund>

143. For traineeships for 16 to 18-year olds, the definitions for successful outcomes are confirmed as part of the [Guidance](#) on ESFA Funded 16-18 traineeships. Successful outcomes will be within 6 months of leaving/completing a traineeship. The trainee will:

- have had 8 consecutive weeks of employment/self-employment of 16 hours a week or more (if 16 or 17 years old with RPA compliant amount of training) or
- have started on an apprenticeship by passing the qualifying period to count in funding terms or
- have started on a further learning course at Level 2 or Level 3 by passing the qualifying period to count in funding terms - the further learning should include a substantial qualification recognised in the [DfE performance tables](#).

144. For traineeships for 19 to 24-year olds, the definitions for successful outcomes are confirmed as part of the [Adult Education AEB Funding Rules 2020 to 2021](#).

- an apprenticeship start that meets the minimum qualifying days evidenced by ILR records or a self-declaration by the learner
- a job, including being self-employed, for at least 16 hours a week and for 8 consecutive weeks within 6 months of leaving a traineeship, evidenced by a declaration from the learner or their employer
- progression to another English or maths qualification, which is a level higher than that achieved in the traineeship
- further learning recognised in the 16 to 19 performance tables (for 19 to 24-year-olds, this includes qualifications as part of the legal entitlement), that:
 - meets minimum qualifying days (set out in paragraph 67 of the ESFA AEB Funding Rules), or
 - a learner self-declares they are studying a Level 2 or Level 3 qualification of at least 150 guided learning hours.

145. If a young person continues their learning after their traineeship rather than going into employment, we will accept that destination as an acceptable outcome from traineeships. There must however be evidence that the learning they do is substantial in the form of a qualification recognised in the performance tables and of maximum value to support their future employment prospects.

- For 16 to 18 provision a successful further learning outcome will be the study of a substantial qualification at Level 2 and/or 3 recognised in the performance tables.
- For 19 to 24-year olds, progression will need to be a regulated substantial qualification at Level 2 or above that the ESFA has approved for funding outside of an apprenticeship.

- If new English and maths qualifications are started after the traineeship was completed, they will need to be at least a level higher to those achieved through the traineeship to progress the trainee towards achievement of a GCSE grade 9 to 4 (A*-C).

146. Acceptable further learning outcomes are defined in the ESFA rules and guidance.

147. The [Statistics: outcome-based success measures Collection](#) on GOV.UK sets out how outcome-based success measures cover destinations (into employment and learning), earnings and the progression of learners. The latest set of [outcome-based success measures](#) includes data on traineeships.

148. Key information and guidance about qualification achievement rates (QAR) and minimum standards are available in the [Qualification achievement rates and Minimum Standards Collection](#) on GOV.UK. This includes information on our approach to this during coronavirus (COVID-19).

Ensuring quality

149. There are no unique provider eligibility requirements for traineeships beyond the requirements within the relevant funding rules.

150. We are keen to ensure that traineeships remain a high-quality training route for young people and employers.

151. Research by the Learning and Work Institute, some of which was commissioned by the Department for Education, focused on understanding the characteristics of high-quality traineeships, how best to ensure people can access this provision, and how to support progression into further learning and employment.

152. The outcomes of the research¹⁹ are available on the [Learning and Work Institute website](#).

153. We hope to make case studies and other examples of good practice available with a focus on the reformed traineeship programme – delivering digital skills for example, linking to occupational standards and effective local collaboration. This may be as guidance on GOV.UK or for example, through webinars.

154. To ensure a greater focus on getting the best traineeship outcomes for young people, data on progression from traineeships will be used in:

- Provider funding.

¹⁹ Outcomes of research available on the Learning and work Institute website at <https://learningandwork.org.uk/what-we-do/apprenticeships-technical-education/traineeships-pre-apprenticeships/>

- Publishing provider-level job outcome rates to inform young people's and employers' choices; and
- Outcome based success measures for providers based on progression to employment.

155. As with other forms of education and training provision, [The Education Inspection Framework](#)²⁰ applies to the traineeships programme, which is therefore subject to inspection by Ofsted.

Increasing opportunities and referrals

This section is subject to potential further amendment and clarification. We are talking to key stakeholders like The Department for Work and Pensions and the National Careers Service to explore how we can work together to support and maximise young people's engagement in Traineeships.

156. Traineeships are now an established, quality programme. This was recognised by the Chancellor in July 2020 when he included them in his Skills Recovery Package and policy paper [A Plan for Jobs 2020](#). He provided investment to triple the number of traineeship places in 2020 to 2021 academic year and provide an improved offer.

157. Traineeships should continue to form part of the core offer for young people aspiring to apprenticeships or other employment. Many young people will proactively seek out traineeship opportunities where they have not yet been successful in finding work.

158. There is a key role for organisations working with young people to refer them to traineeships programmes where appropriate and available. Local authority services for young people, schools, colleges, Jobcentre Plus Work Coaches, National Careers Service advisers and National Citizen Service providers have an important role in referring interested young people onto traineeships. We will continue to work with these partners to provide an effective programme with which young people will want to engage.

159. The completion of a traineeship is not a standalone destination for a young person but a preparation for an apprenticeship or other sustainable employment. It is to this end that employers and providers have a key role in raising awareness of traineeships, engaging young people, and supporting them to enrol and succeed on the programme.

²⁰ The education inspection framework on the Ofsted website
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/801429/Education_inspection_framework.pdf

160. Eligible providers can also advertise their traineeships opportunities for free on Gov.uk²¹, using [Find a Traineeship](#)²² and through local Jobcentre Plus.

Fit with the benefit system

This section is subject to potential further amendment and clarification. We are talking to The Department for Work and Pensions to clarify how the reformed Traineeship programme fits with the benefit system.

161. Many young people who want to take part in a traineeship aged 18 to 24 will be claiming JSA or Universal Credit. Traineeships can provide a high-quality route to help them gain the skills they need to find work.

162. We have deliberately designed the programme to have the flexibility to enable providers to meet the requirements of most young people who are claiming benefits. This enables young people to continue to receive Universal Credit or other unemployment benefits whilst taking part in a traineeship. When providers and employers design traineeships locally and intend to offer places to benefits claimants, providers must still consult Jobcentre Plus to ensure a suitable fit with the benefits system and local labour market requirements.

163. All eligible young people will be able to participate on a full-time basis and maintain their entitlement to benefit, as necessary. To support an increase in referrals from Jobcentres, providers are encouraged to inform their local Jobcentre Plus of any traineeship opportunities they may have.

How do I find out more?

164. You will find a range of information for employers, training providers and young people in the [Traineeships Collection](#) on GOV.UK.

165. We will update this information when needed and look to add information which supports engagement with and delivery of high-quality traineeships. This will include information from our ongoing contact with providers, employers, and representative organisations.

²¹ Full details available at <https://www.gov.uk/government/publications/traineeships-operationalinformation/traineeships-supporting-information>

²² Find a Traineeship at <https://www.gov.uk/find-traineeship>

Annex A: Policy changes affecting delivery of traineeships from 1 September 2020²³

Who are traineeships for?

Extend the eligibility criteria to 19 to 24-year-olds with a Full Level 3. Learners aged 19 to 24 are now eligible if they have a Level 3 qualification or below. Previously, learners aged 16-24 (25 with EHCP) qualified up to Level 2 were eligible. *This change was implemented from 1 September 2020.*

What do traineeships provide?

Extend the maximum duration to a year. Traineeships should last between 6 weeks and twelve months with the actual length of the planned traineeship planned to reflect the needs of the learner. Previously, traineeships could last a maximum of six months. *This change was implemented from 23 March 2020 due to the impact of covid-19 and is continuing from 1 September 2020.*

How are traineeships delivered and funded?

Reduced minimum hours for work placement. Traineeships must have a work placement offer lasting for a minimum period of 70 hours. Previously the work placement minimum requirement was 100 hours. *This change was implemented from 1 September 2020.*

Digital skills as part of work preparation training. Digital skills should be assessed and provided as part of a traineeship in line with an individual learner's needs. This may have happened within traineeships in the past without being specified in this guidance. *This change was implemented from 1 September 2020.*

Sector focused vocational learning that prepares the trainee for occupational standards. Vocational learning should be linked to occupational standards to support progression into apprenticeships. How this is done is flexible and it does not replace any of the 20% off the job training requirements if a trainee moves into an apprenticeship. *This change was implemented from 1 September 2020.*

Greater collaboration with Jobcentre Plus and other partners. Providers must underpin their offer of traineeships with a strong knowledge of the local labour market and close collaboration with Jobcentre Plus and other local partners, to strengthen

²³ Date correct unless otherwise stated

referrals and link traineeships with job opportunities. *This change was implemented from 1 September 2020.*

Employer incentive payments in 2020 to 2021. Employers providing new work placements may be eligible for an incentive payment per trainee. There is no limit to the number of traineeship work placements that an employer can offer, however the incentive payment will be £1,000 per trainee, up to a maximum of 10 incentive payments within each of the 9 regions. Employers can apply for the payment on completion of the work placement. Trainees can access a work placement with more than one employer to experience different sectors and employers, focused on their learning needs. Each placement must last for a minimum period of 70 hours and the training provider will ensure that multiple placements are planned carefully to meet the needs of the trainee and give them a high-quality experience overall. Ofsted will make judgements about the suitability of these arrangements through inspection and grading of the provider.

These payments are new and aim to incentivise employers to provide work placements and help to meet the costs of doing so. *This change was implemented from 1 September 2020. Employer incentives are currently only agreed for work placements from 1 September 2020 until 31 July 2021, until the funding made available for payments is all used. We are reviewing the impact of the new incentive payment as part of considering continuation in future years.*

Annex B: Providing good quality work placements

Principles for good quality work experience placements

We will share more guidance and examples of good quality work placements from September 2020 onwards on [the traineeships collection](#) on GOV.UK.

(From the 2015 Framework for Delivery document)

- **Choice and relevance** – Placement matched to the trainee’s areas of interest and aspiration, with young people undertaking high quality work experience rather than observation or mundane tasks.
- **Organisational readiness** – Commitment from senior managers or owner/manager and a low ratio of trainees to experienced staff.
- **Good preparation** – Thorough pre-placement preparation by the provider, employer, and prospective trainee and, if relevant, an understanding of the trainee’s personal circumstances that might affect their workplace behaviour.
- **Written agreement** – Made between the trainee, employer and provider setting out mutual expectations and commitments, including the training plan and arrangements for reviews.
- **A planned placement** – A structured induction, clear objectives and integrated off-the-job training, with an identified mentor or buddy.
- **Feedback and review** – Regular constructive feedback from managers and formal reviews at key stages with the manager, provider, and trainee.

Provider viewpoint on good quality work placements

(From Findings from Traineeships: First Year Process Evaluation, March 2015)

From the provider’s viewpoint there were four key facilitators to providing a good quality placement:

- i. Quick movement from classroom to work experience placement to maintain the trainee’s engagement and enable the trainee to put the theory learnt within their work preparation sessions into practice within the work environment.
- ii. Regular contact to oversee that the employer is providing learning and development; these were conducted via informal phone calls, regular face-face visits, and more formal assessments and reviews.

“We go out and meet all of our employers, they are given a traineeship handbook and we explain about traineeships. Employers are quite vocal as well, so as soon as there are any issues, they will always come straight to us.”
(Provider – Childcare/Business Administration)

- iii. Structured workbooks and progress diaries filled in by trainees alongside their employers to provide a joint record of aims and achievements.
- iv. Mentoring and supervision provided by the employers (including by staff such as existing apprentices) to allow the trainee to reflect on their ‘on the job’ experience and discuss their longer-term development of skills or qualities required for employment.

Annex C: Frequently asked questions about traineeships

Why is it not an option to do a shorter traineeship; for example, for 3 weeks?

The minimum duration of a traineeship continues to be 6 weeks, as any less is not considered sufficient time to gain the skills and experience that they young people are expected to achieve within a traineeship. Young people who only require 3 weeks support are closer to the labour market and require less intervention. It would not offer the taxpayer value for money to use funding for this group who require minimum support.

Can someone over the age of 24 do a traineeship?

The Traineeship programme is for young people aged 16-24. The only exception is for those aged 25 with an EHCP (Education & Health Care Plan). We are not making any changes to the age range of eligibility for the programme. This is a programme that helps young people overcome lack of work experience as a barrier to progression. It is therefore most appropriately targeted at young people at the start of their careers and to avoid increases in NEET numbers (international definition).

Is delivery of traineeships still restricted to providers with a latest Ofsted inspection grade of Outstanding or Good?

There are no unique provider eligibility requirements for traineeships.

Can training providers working across borders deliver traineeships into Wales or Scotland?

No, traineeship funding from the ESFA is for traineeships delivered in England only. Devolved administrations, including Wales, receive devolved funding from government and offer their own traineeship and traineeship 'type' programmes.

I am a multi-sited employer, am I limited to only supporting 10 placements per region?

No, employers can offer more than 10 placements per region but the incentive payment that is available will be £1000 per trainee, up to a maximum of 10 trainees within each of the 9 regions. So, for a national employer who offers placements in all 9 regions, the payments would be capped at a maximum of 10 per region.

I am unable to offer a 70-hour work placement. Can I still claim the incentive payment?

We would encourage employers to develop a robust quality work placement that allows the trainee to develop skills and knowledge of the workplace which is why we have a minimum requirement of 70 hours.

Can a traineeship include more than one work placement?

The training provider can arrange for the trainee to access work placements in different organisations to allow experience across different sectors, based on the learner's needs. This must be done in accordance with the maximum hours of activity per week as set out in the funding rules and we would not expect the 70 hours to be delivered in less than a 2-week period with each employer, however it can be delivered flexibly across the programme. Where multiple placements are delivered for the benefit of the trainee, the employer may still claim the incentive payment following completion of the work placement, providing they have delivered for a minimum period of 70 hours and meet all other eligibility and verification requirements.

How do I ask a question about traineeships?

If you have a question about traineeships, please send it to us on our [general enquiry contact form](#).

Annex D: Guidance for training providers on helping employers claim incentive payments

This annex has been updated in Version 4 to provide more guidance based on our processing of the first claims made by employers.

Please see the boxes for Common Error 1 and 2 below.

This annex must be read and used in conjunction with the section called Employer Incentive payments above.

What is the training provider's role in employer incentive claims?

The provider does not apply for the incentive claim. The application is made by the employer via the [online portal](#) on the GOV.uk website. See Annex E for more information on what employers need to do.

There are actions the provider must take to enable the employer to claim set out below.

Processing of the first claims has seen some common errors. Providers can help resolve these and ensure claims being paid to employers without delay.

What must the training provider understand or do to enable an employer to make a claim?

- The incentive can only be claimed by the employer once the agreed work placement, lasting for a minimum period of 70 hours, has been completed.
- Providers must ensure that the Individualised Learner Record (ILR) is updated correctly on a monthly basis as per the traineeship requirements set out in the [Individualised Learner record \(ILR\) technical documents, guidance and requirements](#) and that changes/updates are accepted by the ESFA.
- Providers will need to ensure that the postcode for where the work placement will take place and the start and end dates for the work placement are agreed with the employer and submitted correctly on the ILR. These details must match what the employer provides when they apply. The matching process for the first claims has identified two common errors which we highlight below with a key message.

Common error 1: Postcode error not matching ILR records

The delivery location postcode of the work placement learning aim recorded on the ILR should be the location of the employer where the learner undertook their work placement.

We capture employer ID on the learning aim (ZWRKX001) for the work placement and on the work placement record. The delivery location postcode of the work placement learning aim (ZWRKX001) is the postcode that we use to verify the claim made by the employer so this postcode should reflect work placement location.

We are seeing different postcodes within this field and this is showing up as an error and not allowing the employer to process the claim. There are examples of the provider's postcode being used within this field for example. This will result in the employer not being able to complete the claim and may result in the regional cap being applied incorrectly.

You can [find this entity on the ILR](#).

You can also [find guidance for completion](#).

Key message: Providers should check the delivery location postcode of the work placement learning is the same one the employer will use for the location in their claim for the incentive.

Common error 2: Incorrect or incomplete dates with Work Placement Learning Aim Fields

The work placement learning aim must be completed and the ILR records updated before the employer can apply for the incentive. We will not process a claim if there are missing dates or if the end date of the work placement contains a future planned end date. The eligible date for the incentive is for placements that take place between 1 September 2020 up to 31 July 2021.

We would also expect to see the [correct completion status against this field](#), we verify and check for completion status 2 (learning aim is completed).

Key message: Check there are no missing Work Placement Learning Aim dates, that dates confirm eligibility for an employment incentive, and that the completion status is 2 (learning aim completed).

- Once the ILR has been completed, providers should then provide the employer with the information they need to apply for the incentive payment. This is the:
 - Unique Learner Number (ULN)
 - the work placement postcode that has been uploaded on the ILR. This will confirm that the postcode provided earlier by the employer has been used.
- Providers must ensure that they share this information in a secure and confidential way.
- This information is required to enable the ESFA to carry out the necessary checks and processes to assess the validity of claims from employers, therefore Providers must continue to ensure that the ILR is updated correctly on a monthly basis as set out above.
- Once submitted the ESFA will use this information to conduct the required checks and where approved, to prepare for and make payments of employer incentives.
- **Employers must make incentive claims for eligible placements by 21 October 2021**, the same date as the final ILR return for the 2020 to 2021 year. Providers must ensure they share the information above to enable employers to meet this deadline.
- Although employers have until the 21 October 2021 to claim, providers should encourage employers to claim once the placement activity has been completed.

Annex E: Guidance for employers on claiming employer incentive payments

This annex has been updated in Version 4 to provide more guidance based on our processing of the first claims made by employers.

Please see the boxes for Common Error and Key Message box below.

This annex must be read and used in conjunction with the section called Employer Incentive payments above.

What is the employer's role in claiming the traineeship employer incentive?

The employer makes the application for the traineeship employer incentive on the [online portal](#) on the GOV.uk website. The system includes help if needed, with the steps in the claim process.

There are actions the training provider must take before you as the employer can make a claim. See Annex D for more information on what providers need to do.

What must happen before an employer makes a claim?

- You must provide the training provider with the postcode of where the work placement will take place to identify the region in which it is taking place, not the postcode for your head office location. The training provider will submit this onto the ESFA Individualised Learner Record (ILR). It must later match with the details you supply when you apply for the payment on the online claim portal.

Common error: In many early incentive claims, the postcode used by employers as the location for the workplace has not matched the one used by the provider on the ILR. This generates an error and stops the employer from completing the claim.

Key message: Please liaise with the provider to make sure you use the same postcode for the location of the work placement. If you get a postcode error when making your claim, ask the provider to check they have used the same postcode you are trying to use on that trainee's record.

- The incentive can only be claimed by the employer once the agreed work placement lasting for a minimum period of 70 hours has been completed.

- Your training provider will supply you with the information you need to apply for the payment(s). The training provider must first have updated the ILR to confirm that you have met the requirements of the work placement and are eligible to receive the payments. The information they will provide is the:
 - Unique Learner Number (ULN)
 - work placement postcode that has been uploaded on the ILR. (This should be the postcode you provided earlier as described above).
- You must check that you have not already made the 10 claims for incentives allowed in each of the nine regions. If you claim for more incentive payments than you are eligible for, your claim will be rejected.
- You must not attempt to apply before the placement is completed and you have the information you need from the provider. If you do, your claim will be rejected.

How to make a FIRST claim

- You must apply for the traineeship incentive payment via the [online portal](#) on the GOV.uk website.
- The online claim process has two parts.
 - The [Employer Incentive Registration Form](#) which is where you give us details of the eligible learner(s) and apply for the incentive(s). The Employer Registration Form must be completed first.
 - The [Traineeship Employer Incentive Payment – Bank Details Registration](#) which is where you register your employer and bank details to allow us to make payments directly to this account. You will only be required to register your bank details with us once, and we may already have them (see below).
- If you have made an **Apprenticeship** incentive claim since August 2020, you will already have gone through our employer vendor registration checks and been given a Vendor Registration Number. This is an 8-digit reference number starting with the letter P. You can use this Vendor Registration Number when you make your traineeship incentive claim. Note that you can only use a Vendor Registration Number issued since August 2020. Numbers you may have from claiming other grants or incentives prior to August 2020, do not apply here.

- If you do not already have a Vendor Registration Number, you must give us your employer and bank details when you make your first claim for a traineeship incentive. **When you make that first claim, you must complete the Employer Registration Form to give us the learner details FIRST, then give us your bank details on the [Traineeship Employer Incentive Payment – Bank Details Registration](#).** You can complete your bank details once you have completed the Employer Registration Form but if you need to return and complete it at a later date, you can do so. We will issue your Vendor Registration Number on successful registration of your bank details and employer information. Keep your Vendor Registration number to use when making subsequent claims and you will not need to provide your bank details again.
- We will only process payments to UK bank accounts. Payments cannot be made to overseas bank accounts.
- You can apply for an incentive payment for up to 10 trainees per employer in each of the 9 regions that you have provided a work placement in.
- You will be required to agree to the terms and conditions laid out within the 'ESFA Agreement for Employers providing a Work Placement as part of a Traineeship'. You can review this document at Annex F prior to agreement within the online claim
- Individual employees who make the claim on behalf of their organisation must have the approval and agreement of their organisation to make this claim on their behalf.
- To claim, you must ensure you have successfully completed the claim form and submitted your bank details or provided your vendor registration number if you have already registered with us.
- You are encouraged to claim once the placement activity has been completed and you have the information you need from the provider.
- You should be aware of the last date for making claims – see below.

What happens after you make your first claim?

- Once you have successfully completed the claim form and submitted your bank details (or your Vendor Registration Number if you already have one), your information will be verified, and we will check you meet the eligibility criteria. It is anticipated that this verification process will take 90 days from the date of submission.

- Where the ESFA is satisfied with verification checks, then the Employer Incentive Payment will be paid to the Employer on 17th Working Day of the next calendar month by BACS transfer to the bank account you specified in your claim.
- The ESFA reserves the right to delay or not approve any claims that we cannot verify or do not meet the requirements and eligibility of the incentive.
- Payments will be made directly into the employer's bank account.

How to make further claims

- As confirmed above, if you make further claims for traineeship incentives, you can use your Vendor Registration Number (the 8-digit reference number starting with the letter P). If you do this, you will not need to provide your bank details again.
- You will only need to complete part 1 of the online form to give us the learners' details.
- The advice above about what must happen before an employer makes a claim, applies for each claim.

Deadline for making claims

- You must make incentive claims for eligible placements completed by 31 July 2021 by **21 October 2021** We cannot guarantee that any claims received after this date will be approved for payment.

Annex F: Frequently asked questions about making employer incentive claims

This is a new annex using some of the common questions we have been asked or issues we have found following the launch of the online claims process.

Q I am an employer. How do I make a claim?

A Your Training Provider will advise you when you have met the eligibility for the incentive payment. The work placement must be fully completed, and the information updated and shared with the ESFA before you make a claim. If you attempt to claim too soon it will not be processed.

You can access all the information you require via this link:

[Traineeship employer incentive registration form - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Q I am a training provider. My employers are receiving error messages when inputting the postcodes and ULNs?

A We use the following fields within the ILR to verify the information that the employer is inputting to the claim form

1. The postcode location of the work placement, this should be entered in the Learning Aim field on the ILR
2. There must be a start and end date against this learning aim. The end date must not be a future date.
3. The CompStatus for this learning aim must show a completion code (2), or where a CompStatus 1 is recorded the start and end dates must be completed and the end date must have passed prior to the employer making a claim.

You must also allow time for the ILR to be processed by us, if you submit changes to us then please advise your employer to make the claim at least 14 days after the ILR submission closes, this will allow us time to process the changes. Any claims made too soon will be rejected because we are unable to verify the information.

Q The learner has completed 2 work placements and both employers have met the eligibility for the incentive payment. Can they both claim?

A Yes. If they have both met the minimum hours required then they are both eligible to claim for the incentive payment. We are updating the claim form to allow for

multiple claims and this will be available to support any claims following the R08 return. The provider will need to ensure that all fields within the ILR are completed correctly. For multiple placements we will check the details held within the Work Placement Learning Aim and the Work Placement records, providers must ensure that all Work Placement record start and end dates are filled in correctly and we will only process and approve claims for completed placements, so any placements that contain future dates/planned end dates will not be processed.

Providers will need to ensure that the employer is made aware of the correct postcodes that the has completed with the fields on the ILR.

Annex G: ESFA Agreement for Employers providing a Work Placement as part of a Traineeship

The [Agreement](#) is also available online.

ESFA Agreement for Employers providing a Work Placement as part of a Traineeship

Published January 2021

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Background

- A. This Agreement applies to all employers who are seeking to claim an Employer Incentive Payment for provision of a Work Placement to a Learner, as part of a Traineeship. It sets out the terms under which an Employer may make a claim for, and the ESFA will make a payment of, an Employer Incentive Payment.

1. Agreed Terms

- 1.1. Terms in this Agreement which are defined have the first letter of each word capitalised and are set out in Schedule 1 (Definitions and Interpretation).
- 1.2. Unless the context requires otherwise, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4. A reference to a person or body includes a reference to its successor.
- 1.5. A reference to the Employer shall also include a Connected Employer unless the context requires otherwise, and the actions and non-actions of a Connected Employer shall be deemed to be the actions and non-actions of the Employer.
- 1.6. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and Duration

- 2.1. This Agreement will start on the date the Employer enters into this Agreement via the [Traineeship Employer Incentive Registration Form](#) and will continue in force unless terminated earlier as set out in Clause 14.
- 2.2. By entering into this Agreement, the Employer is agreeing to be legally bound by its terms and conditions.

3. Purpose and Use of Incentive Payments

- 3.1. Payments under the Employer Incentive Scheme shall be made in accordance with Schedule 2 (Incentive Payments for provision of a Work Placement as part of Traineeship).

4. Payments and Approvals

- 4.1. The Employer and Training Provider must agree the Work Placement details before the Traineeship begins. The Training Provider must record this information on the Individual Learner Record.
- 4.2. The ESFA will check the Work Placement details submitted by the Employer as part of their application against the information on the Individual Learner Record. If the Work Placement details do not match the ESFA will not make the payment to the Employer.

5. Requirements

- 5.1. An Employer must:
 - 5.1.1. work with the Training Provider to ensure that information that is retained by the Employer and Training Provider on the Learner is accurate and that it is kept up to date. This includes ensuring accuracy of information that is supplied to the ESFA on the Individual Learner Record and the Traineeship Employer Incentive Registration Form;
 - 5.1.2. comply at all times with the requirements of Employers as set out in the Traineeships Framework for Delivery;
 - 5.1.3. assist and cooperate with the Training Provider to enable them to deliver the Training in compliance with the Traineeship Framework for Delivery;
 - 5.1.4. promptly inform the ESFA by contacting the Helpdesk (08000 150600 or helpdesk@manage-apprenticeships.service.gov.uk) of any concerns that the Employer might have about the Training delivered to the Learner and / or the Training Provider;
 - 5.1.5. have procedures in place to deal with conflicts of interest in relation to provision of Work Placements to Learners.
 - 5.1.6. have procedures and processes in place to deal with the prevention of fraud and / or administrative malfunction;
 - 5.1.7. upon request, supply the Training Provider with any information it may reasonably require in relation to any Learner or the delivery of Training;
 - 5.1.8. inform the Training Provider of any change in the Employer's or any Learner's circumstances which might affect the Training, the Incentive Payment or any other issue connected with the contract for services within 10 Working Days;

- 5.1.9. ensure all financial and other information disclosed to the ESFA is true and accurate;
- 5.1.10. ensure that it has the appropriate registrations with the Information Commissioner's Office for controlling and / or processing data and that it maintains them for the duration of this Agreement;
- 5.1.11. adhere to the Computer Misuse Act 1990;
- 5.1.12. comply with Legislation and Guidance relating to Health and Safety and Safeguarding;
- 5.1.13. not commit a Prohibited Act.

6. Information, Audit and Reporting

- 6.1. The Employer shall, upon request, supply any documents, information, data, reports, accounts, records or written or verbal explanations whether held in physical and / or electronic form which may be reasonably required by the ESFA or its authorised representatives or auditors in connection with this Agreement, including in relation to any Learner, Training Provider or PAYE scheme of the Employer.
- 6.2. The Employer shall assist and cooperate with the ESFA in relation to any audit or investigation and shall grant the ESFA or its authorised representatives or auditors access to its premises at any reasonable time, with or without notice, to examine, remove and / or copy any relevant documents and records (including electronic records) and to interview the Employer's and any Connected Employer's employees or staff carrying out activities in connection with this Agreement.
- 6.3. The ESFA is entitled to disclose any information obtained from the Employer:
 - 6.3.1. to any other Crown Body;
 - 6.3.2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 6.3.3. to any professional adviser, consultant, contractor or other person engaged by the ESFA directly in connection with this Agreement, provided that such information is treated as confidential by the third party receiving the information;
 - 6.3.4. on a confidential basis to any proposed successor body to the ESFA in connection with any assignment disposal of its rights, obligations or liabilities under this Agreement.

- 6.4. The ESFA is entitled to use any information about the Employer that is shared with it through any of the people or bodies referred to in Clauses 6.3.1 to 6.3.4 when determining eligibility for payment under the Employer Incentive Scheme.

7. Intellectual Property Rights

- 7.1. The ESFA and the Employer agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the ESFA or the Employer before the Commencement Date or developed by either party during the Term of this Agreement, shall remain the property of that party.
- 7.2. Subject to Clause 7.3 below, the Employer may not use any Intellectual Property Rights belonging to the ESFA or the Crown without prior written consent from the ESFA.
- 7.3. The Employer may use the Traineeships Logo for the purposes of advertising and marketing its Traineeships without obtaining prior consent from the ESFA.
- 7.4. Where the ESFA has allowed the Employer to use any of its Intellectual Property Rights in connection with this Agreement, the Employer shall immediately cease to use such Intellectual Property Rights upon request or upon termination of this Agreement.
- 7.5. In the event of Clause 7.4 applying, the Employer must at the election of the ESFA either return or destroy such Intellectual Property Rights as requested by the ESFA and, where relevant, shall put arrangements in place to ensure that any Connected Employer also complies with the provisions of this Clause 7.

8. Confidentiality

- 8.1. Subject to Clause 9 (Freedom of Information), each party shall during the Term of this Agreement and afterwards keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement. Each party shall not disclose the same to any person except to the extent necessary to perform its obligations in accordance with the terms of this Agreement or except as expressly authorised in writing by the other party.
- 8.2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- 8.2.1. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - 8.2.2. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - 8.2.3. is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
- 8.3. As an exemption to the duty of confidentiality set out in this Clause 8, the ESFA may disclose confidential information obtained from the Employer:
- 8.3.1. to any other Central Government Body, Non-Departmental or Quasi Government Body or agency, central or local;
 - 8.3.2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; or
 - 8.3.3. to any professional adviser, consultant, contractor or other person engaged by the ESFA directly in connection with this Agreement, provided that such information is treated as confidential by the receiving party.
- 8.4. The Employer shall, where relevant, put in place arrangements for ensuring that any Connected Employer complies with the provisions of this Clause 8 as though it were a party to this Agreement.

9. Freedom of Information

- 9.1. The Employer acknowledges that the ESFA is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 9.2. The Employer will:
- 9.2.1. provide all necessary assistance and cooperation as reasonably requested by the ESFA to enable the ESFA to comply with its obligations under the FOIA and EIRs;
 - 9.2.2. transfer to the ESFA all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

- 9.2.3. within 5 Working Days (or such other period as the ESFA may specify) of the ESFA's request for information, provide the ESFA with a copy of all information belonging to the ESFA that is in the Employer's possession or control and is relevant to the request; and
 - 9.2.4. not respond directly to a request for information unless authorised in writing to do so by the ESFA.
- 9.3. The Employer acknowledges that the ESFA may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Employer. The ESFA shall take reasonable steps to notify the Employer of a request for information to the extent that it is permissible and reasonably practical for it to do so. Nonetheless and regardless of any other provision in this agreement, the ESFA shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and / or the EIRs.
- 9.4. Where the Employer is also subject to the requirements of FOIA and the EIRs, the ESFA agrees to assist and cooperate with the Employer in relation to any request for information, in the same manner described in Clauses 9.1 to 9.3 above.
- 9.5. The Employer shall, where relevant, put in place arrangements for ensuring that any Connected Employer complies with the provisions of this Clause 9 as though it were a party to this Agreement.

10. Data Protection

- 10.1. The Employer shall comply with the Data Protection Legislation.
- 10.2. The Employer shall make arrangements for ensuring that any person that is working with them or for them including employees, consultants, freelance workers and Connected Employers complies with the Data Protection Legislation.
- 10.3. The Employer shall notify the Training Provider of any suspected or actual breach of Apprentice personal data.

11. Anti-Discrimination

- 11.1. The Parties shall not unlawfully discriminate within the meaning and scope of Equalities Legislation.
- 11.2. The Employer shall take all reasonable steps to make sure that all people and bodies involved on behalf of the Employer in delivering the Training comply with Clause 11.1.

12. Limitation of Liability

- 12.1. Subject to Clause 12.3, the ESFA accepts no liability whatsoever for any consequences, whether direct or indirect, that may come about as a result of the actions and / or omissions of the Employer or a Connected Employer in relation to this Agreement, or their respective obligations to third parties.
- 12.2. The Employer on behalf of itself and any Connected Employer shall indemnify and not hold the ESFA and the people or bodies working on its behalf responsible for any claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising or incurred as a result of this Agreement.
- 12.3. Neither party seeks to limit or exclude its own liability for death or personal injury caused by its own negligence, fraud, fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.
- 12.4. Subject to Clauses 12.1 and 12.3 above, the ESFA's liability under this Agreement is limited to paying the Incentive Payment in accordance with the Traineeships Framework for Delivery .

13. Withholding, Suspension and Repayment of Employer Incentive Payments

- 13.1. Without prejudice to the ESFA's other rights and remedies, the ESFA may at its discretion withhold or suspend payment of Incentive Payments for the Training if:
 - 13.1.1. the Employer materially breaches any of the terms or conditions set out in this Agreement;
 - 13.1.2. the ESFA becomes aware of any fraud, financial irregularity, dishonesty or negligence by the Employer, or the Training Provider in connection with this Agreement;
 - 13.1.3. any employee or other individual carrying out activities on behalf of the Employer or a Connected Employer has (a) acted dishonestly or negligently at any time in connection with this Agreement or (b) taken any actions which, in the reasonable opinion of the ESFA, bring or are likely to bring the ESFA's name, brand or reputation or the Apprenticeships brand into disrepute;
 - 13.1.4. the Employer was not entitled to an Employer Incentive Payment under the Traineeships Framework for Delivery in relation to one or more Learners;

- 13.1.5. there occurs, in respect of the Employer or a relevant Connected Employer, any Insolvency Event or Change of Control which, in the reasonable opinion of the ESFA, may affect the Employer's ability to comply with its obligations under this Agreement;
- 13.1.6. the Employer fails to comply with any of the terms and conditions set out in this Agreement (including requirements in the Traineeships Framework for Delivery) and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
- 13.2. The ESFA reserves the right to recover from the Employer any Incentive Payment paid to it where the payment of the Incentive Payment or any arrangement between the Employer and the Training Provider breaches the this Agreement (including the requirements in the Traineeship Framework for Delivery), or the entitlement to Incentive Payment was based on wrong, inaccurate or misleading information. The ESFA will act reasonably and proportionately in exercising its discretion to recover any sum from the Employer under this clause.
- 13.3. The ESFA may retain or set off any sums owed to it by the Employer which have become due and payable against any sums due to the Employer under this Agreement or any other agreement which the Employer has with the ESFA.
- 13.4. The Employer shall make any payments due to the ESFA without any deduction.

14. Termination

- 14.1. Without prejudice to the ESFA's other rights and remedies, the ESFA may terminate this Agreement with immediate effect by giving written notice to the Employer if:
 - 14.1.1. the Employer commits a breach of any of Clauses 5.1.9 to 5.1.13;
 - 14.1.2. the Employer commits a breach of this Agreement which is irremediable or which it fails to remedy before the deadline specified in a written request from the ESFA requiring the breach to be remedied;
 - 14.1.3. the Employer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 14.1.4. the Employer commits a material breach of any term of this Agreement including but not limited to Clauses 5.1.1 to;
 - 14.1.5. the ESFA becomes aware of any fraud or financial irregularity by the Employer or a Connected Employer in connection with this Agreement or any other Agreement with the Crown;

- 14.1.6. any employee or other individual carrying out activities on behalf of the Employer or a Connected Employer has (a) acted dishonestly or negligently at any time in connection with this Agreement or (b) taken any actions which, in the reasonable opinion of the ESFA, bring or are likely to bring the ESFA's name, brand or reputation or the Apprenticeships brand into disrepute;
- 14.1.7. any Insolvency Event or Change of Control which, in the reasonable opinion of the ESFA, may affect the Employer's ability to comply with its obligations under this Agreement.
- 14.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement for any reason by giving not less than 30 days' notice in writing to the other party, or such shorter or longer notice period as may be mutually agreed in writing between them.
- 14.3. Following the termination of this Agreement, the following clauses shall remain in full force and effect: Schedule 1 (Definitions and Interpretation), Schedule 2 (Incentive Payments for completion of Traineeship by a Learner), 6 (Information, Audit and Reporting), 7 (Intellectual Property Rights), 9 (Freedom of Information), 10 (Data Protection), 12 (Limitation of Liability), 13 (Withholding, Suspension and Repayment of Employer Incentive Payment), 18 (Notices), 19 (Dispute Resolution), 21 (Joint and Several Liability) and 22 (Governing Law).

15. Assignment

- 15.1. The Employer may not, without the prior written consent of the ESFA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and / or the burden of this Agreement.

16. Variation

- 16.1. The ESFA fully reserves the right to vary the terms of this Agreement. The Employer will be asked to confirm its acceptance of the new terms and conditions through the Apprenticeship Service Account.

17. Waiver

- 17.1. No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

18. Notices

- 18.1. All notices and communications in relation to this Agreement shall be in writing and personally delivered, emailed, or sent by first class post to the address of the relevant party, as referred to above or in the case of an email address or correspondence address, as notified by the relevant party in writing. The notice or communication will be considered delivered as follows:
- 18.1.1. if personally delivered, when handed over to the addressee;
 - 18.1.2. if sent by email, on the day the email is sent if sent on a Working Day and before 5.00 pm, otherwise the email will be considered delivered at 9.00 am on the next Working Day;
 - 18.1.3. if sent by first class post, on the second Working Day after the day on which it is posted.

19. Dispute Resolution

- 19.1. Any complaint or dispute arising in relation to this Agreement shall be resolved in accordance with ESFA's official complaints procedure which can be accessed at <https://www.gov.uk/government/organisations/education-and-skills-funding-agency/about/complaints-procedure>.

20. No Partnership or Agency

- 20.1. This Agreement shall not create any partnership or joint venture between the ESFA and the Employer, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

21. Joint and Several Liability

- 21.1. Where the Employer is not a company nor any other separate legal entity, the individuals who enter into and sign this Agreement on behalf of the Employer shall be jointly and severally liable for the Employer's obligations and liabilities arising under this Agreement.

22. Governing Law

- 22.1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

Schedule 1

Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

Traineeship: an education and training programme with a Work Placement for young people as set out more particularly in the Traineeship Framework for Delivery.

Traineeships Logo: the logo consisting of the word “Traineeships” in black with yellow to orange arc above and running from the i to the i or as maybe updated from time to time, the Intellectual Property Rights of which are owned by the Crown.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Change of Control: has the meaning given in section 1124 of the Corporation Tax Act 2010.

Commencement Date: the date on which the Employer signs this Agreement through completion of the [Traineeship Employer Incentive Registration Form](#) as set out in Clause 2.1.

Connected Employer: any entity (being a distinct legal entity from the Employer) which is connected with the Employer within the meaning of Schedule 1 Parts 1 and 2 of the National Insurance Contributions Act 2014, and which, not being a contracting party to this Agreement, carries out activities on behalf of the Employer in relation to the Apprenticeship Service or employs an Apprentice whose Training is funded through the Employer's Apprenticeship Service Account.

Data Protection Legislation: means (i) the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018, including Part 3 which implements the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time.

Employer: the employer providing the Work Placement, in whole or part, for the Learner as set out more particularly in the Traineeships Framework for Delivery.

Equalities Legislation: The Equality Act 2010 and any other law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation, age or otherwise in employment.

ESFA: the Secretary of State for Education, acting through the Education and Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT.

Guidance: any applicable guidance or directions with which the Employer is bound to comply.

Health and Safety: procedures intended to prevent accident or injury in workplaces or public environments.

Insolvency Event: means any of the following circumstances:

- a. a party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of any relevant provision of the Insolvency Act 1986;
- b. a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than for the sole purpose of a bona fide reconstruction or amalgamation);
- c. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the relevant party (other than for the sole purpose of a bona fide reconstruction or amalgamation);
- d. a receiver, administrative receiver or similar officer is appointed over the whole or any part of the relevant party's business or assets;
- e. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- f. any event occurs, or proceeding is taken, with respect to the relevant party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) - (e)(inclusive); or
- g. the relevant party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights: all patents, trademarks, logos (including the Apprenticeships Logo), copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Individual Learner Record: means the individual learner record to be completed by the Training Provider and submitted to the ESFA in conjunction with claims for funding by the Training Provider for the provision of Training to the relevant Learner.

Learner: means a learner aged 16 to 24 (or up to age 25 with an Education Health and Care Plan) who is undertaking an ESFA funded Traineeship programme.

Legislation: means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom.

Prohibited Act: means:

- a. offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:
 - i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Crown; or
 - ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown;
- b. entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Employer or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the ESFA;
- c. committing any offence:
 - i. under the Bribery Act;
 - ii. under legislation creating offences in respect of fraudulent acts; or
 - iii. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or
- d. defrauding or attempting to defraud or conspiring to defraud the Crown.

Safeguarding: action taken to protect vulnerable groups including children and young people from any type of harm from adults or other children.

Term: means the duration of this Agreement as set out in Clause 2.1.

Traineeship: means an education and training programme with a Work Placement for young people, as set out more particularly in the Traineeship Framework for Delivery.

Traineeship Employer incentive Registration Form: means the required traineeship employer incentive registration form to be completed by the Employer as set out at www.gov.uk/government/publications/traineeship-employer-incentive-registration-form.

Traineeships Framework for Delivery: means the ESFA's framework for the delivery of traineeships as published on GOV.UK <https://www.gov.uk/government/publications/supporting-young-people-to-develop-the-skills-for-apprenticeships-and-sustainable-employment-framework-for-delivery>

as revised and amended from time to time.

Training: the delivery of training by a Training Provider.

Training Provider: an organisation which has a contract or grant with the ESFA to deliver Traineeships to one or more Learners and an agreement with the Employer for the provision of training to the Learner.

Working Day: means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

Work Placement: means the work experience element of Traineeship, with an Employer for a minimum period of 70 hours, as set out more particularly in the Traineeship Framework for Delivery.

Schedule 2

Employer Incentive Payments for provisions of a Work Placement to a Learner as part of a Traineeship

Definitions

Eligibility Criteria: means the eligibility criteria for the Employer Incentive Scheme as set out in Paragraph 2 of this Schedule.

Employer Declaration: means the declaration the Employer is asked to make about the eligibility of Learners and the accuracy of the information they provide in their application for an Employer Incentive Payment through their on-line Traineeship Employer Incentive Registration Form.

Employer Incentive Payment: means a payment under the Employer Incentive Scheme to an Employers to encourage them to provide high quality Work Placements for Learners comprises the amounts stated in the Traineeship Framework for Delivery.

Funding Rules: means the [ESFA funded adult education budget \(AEB\): Funding and performance management rules 2020 to 2021](#) (The ESFA AEB Funding Rules) or [The ESFA 16-19 Education Funding Guidance](#) (The ESFA 16-19 Funding Guidance), especially how they affect the delivery of traineeship

Employer Incentive Scheme: means the arrangements for government funded incentive payments to Employers under which payments are being made available by the ESFA to Employers who offer a Work Placement to a Learner, as set out in the Traineeship Framework for Delivery.

Evidence: means the information set out in the relevant section of the Traineeship that an Employer is required to hold to support a claim for an Employer Incentive Payment.

Scheme Period: means 1 September 2020 to 31 July 2021.

Unique Learner Record: means the 10-digit code for each ESFA funded Learner.

Conditions of Payment and Eligibility Criteria

1. An Employer that offers a Work Placement to a Learner in the circumstances specified in the Traineeship Framework for Delivery entitled “Employer Incentive” may claim an Employer Incentive Payment of £1000 in respect of that Learner.

2. In order to be eligible for the Employer Incentive Payment in relation to a Learner as referred to in Paragraph 1, the Employer must:
 - 2.1. Comply at all times with the Traineeship Framework for Delivery;
 - 2.2. Meet the eligibility requirements for the Employer Incentive Payments for offering a Work Placement to a Learner as set out in the Traineeship Framework for Delivery;
 - 2.3. Submit correct, accurate and up to date information as part of the application for an Employer Incentive Payment and the Employer Declaration in relation to each Learner, including on the Traineeship Employer Incentive Registration Form;
 - 2.4. Provide Evidence promptly if requested in writing to do so by the ESFA.
3. Subject to Paragraphs 4 - 6, an Employer may make a claim for the Employer Incentive Payment in respect of each Learner that meets the criteria as set out in Paragraph 2 and has completed the agreed work placement hours.
4. An Employer may only make a claim for one Employer Incentive Payment per Learner, regardless of whether or not the Employer offers that Learner more than one Work Placement during their Traineeship.
5. An Employer may receive a maximum number of Employer Incentive Payments as follow, and as set out more particularly in the Traineeship Delivery Framework;

Up to ten (10) Employer Incentive Payments in each of the nine (9) Geographical Regions making a maximum possible payment of Employer Incentive Payments to any one Employer of £90,000 (ninety thousand pounds).
6. If a Learner accesses a Work Placement with more than one Employer, each Employer may make a claim of £1000 for the Employer Incentive Payment in accordance with the Traineeship Framework for Delivery, for the that Learner.

Application for and Payment of the Employer Incentive Payment

7. The Employer Incentive Payment will be made in accordance with Paragraphs 8 to 16.
8. The Employer will make an application for an Employer Incentive Payment by submitting the Traineeship Employer Incentive Registration Form.
9. The information submitted by the Employer in the Traineeship Employer Incentive Registration Form and otherwise in accordance with Paragraph 2.3 will be checked against data submitted to the ESFA by the Training Provider and any other information available to the ESFA in accordance with Paragraphs 6.3 and 6.4 of this

Agreement. Where the information does not match and / or other requirements as set out in the Funding Rules as they apply to the Training Provider are not met, the ESFA will be under no obligation to pay an Employer Incentive Payment.

10. Before making any Employer Incentive Payment, the ESFA will carry out the checks set out in Clause 4.2 of this Agreement including but not limited to the age of the Learner's Unique Learner Number, the date the Learner started the Traineeship work placement, the location where the work placement took place and the dates of the work placement. The Employer will ensure that it has Evidence in respect of these checks.
11. Where the ESFA does not make a payment of funding for Training to a Training Provider for a Learner, the associated Employer Incentive Payment will also not be paid. This could be for a number of reasons including but not limited to the Traineeships details on the Individual Learner Record Service not matching information provided by the Employer in their Traineeship Employer Incentive Registration Form and / or payments for Training have been stopped or paused by the Training Provider or the ESFA. Where the reason that ESFA does not make a payment for funding for Training to a Training Provider for a Learner is resolved to the ESFA's reasonable satisfaction within Scheme Period the ESFA will make the Employer Incentive Payment.
12. If one or more of the Eligibility Criteria as set out in Paragraph 2 are not met in relation to a Learner, the Employer will not be entitled to the relevant Employer Incentive Payment. If the ESFA has already made the relevant Employer Incentive Payment, it will recover the payment in accordance with Paragraph 18.
13. Further to Paragraphs 4 and 5; the Employer shall be entitled to claim for and the ESFA will make payment;
 - 13.1. for one Work Placement for a Learner;
 - 13.2. for a maximum of ten (10) Employer Incentive Payments in each of the ESFA's nine (9) geographical regions (as set out in the Traineeship Delivery Framework)

and therefore to a maximum cumulative total of Employer Incentive Payments of £90,000 (ninety thousand pounds).

14. Following the Employer's submission of the Traineeship Employer Incentive Registration form in accordance with Paragraph 8 the ESFA will undertake a verification process by conducting the necessary checks that the Employer meets the Eligibility Criteria and as set out in clauses 9 and 10. It is anticipated that this verification process will take 90 (ninety) days from the date of submission.

15. Where the outcome of the verification process is that the ESFA is satisfied as to all the checks, the Employer meets the Eligibility Criteria and the circumstances set out in Paragraph 11 are not present, then the ESFA will proceed to make Employer Incentive Payment to the Employer on 17th Working Day of the next calendar month. The ESFA will make the Employer Incentive Payment by BACS transfer to the bank account specified by the Employer in its Traineeship Employer Incentive Registration Form.
16. Where the outcome of the verification process is that the ESFA is not satisfied that the Employer meets the Eligibility Criteria or on the checks set out at paragraph 9 and 10, or the circumstances set out in paragraph 11 are present, then the ESFA will not make the Employer Incentive Payment. Where this is the case the ESFA will notify the Employer that the Employer Incentive Payment will not be made, and the reasons for that, within 10 (ten) days of the ESFA's completion of the verification process.

Extension of the Scheme Period

17. The ESFA may at any time and in its sole discretion designate one or more additional periods as follow-on Scheme Periods by notice to the Employer from time to time. Any such notice shall specify any amendment that is required to this Schedule.

Recovery of Payment

18. If in the reasonable opinion of the ESFA, the Employer:
 - 18.1. fails to meet any obligation set out in this Schedule;
 - 18.2. failed to meet one or more of the Eligibility Criteria as referred to in Paragraph 2 when any Employer Incentive Payment was made to it;
 - 18.3. has provided incorrect, inaccurate or misleading information or declarations in its application for the Employer Incentive Scheme; and/or
 - 18.4. has failed to supply Evidence following a written request from the ESFA as set out in Paragraph 2

the ESFA may take all action necessary under this Agreement to recover any Employer Incentive Payments that have been made, including without limitation suspending any further payments of Employer Incentive Payments, terminating the Agreement, invoicing, retaining or setting-off payment of any amount it owes to the Employer under any other agreement that the ESFA has with the Employer.

19. The ESFA reserves the right at any time to recover any Employer Incentive Payments that have been made in respect of a Learner if subsequent changes to

data submitted by the Employer and / or the Training Provider mean the Eligibility Criteria are no longer met.

Miscellaneous

20. The ESFA will not accept any new applications for Employer Incentive Payments any later than 3 months after the Scheme Period has elapsed. For the avoidance of doubt, the ESFA will continue to make Employer Incentive Payments after the Scheme Period has elapsed in relation to Learners who meet the criteria set out in Paragraph 2.
21. The Employer must retain all Evidence in relation to the Employer Incentive Scheme for 6 years from the date of the relevant Evidence or if the Evidence is not dated, from the date the relevant Evidence came into existence.
22. This Schedule forms part of the Agreement and the terms and conditions of the Agreement apply to the Employer Incentive Scheme in addition to the provisions of this Schedule.



Department
for Education

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