**Apprenticeship Agreement**

An apprenticeship agreement must be in place at the start of your apprenticeship. This agreement supplements your existing terms and conditions of employment. The purpose of the apprenticeship agreement is to identify:

* The skill, trade or occupation for which you are being trained;
* The apprenticeship standard connected to the apprenticeship;
* The dates during which the apprenticeship is expected to take place; and
* The amount of off the job training that you are to receive.

**Apprenticeship Particulars:**

|  |  |
| --- | --- |
| **Apprentice name:** |  |
| **Relevant approved apprenticeship standard (version & level):** |  |
| **Place of work (employer name & location):** |  |

The Secretary of State has published an approved apprenticeship standard for the sector in which you will be working, which is [ADD IN SECTOR]. The approved apprenticeship standard (referenced by this link) is the standard which applies in relation to the work to be carried out under this apprenticeship. You will receive training to help you achieve the approved apprenticeship standard in relation to the work done for the University under this agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Start date of apprenticeship:** |  | **Expected end date of apprenticeship (including EPA):** |  |
| **Start date of practical period:**  |  | **Expected end date of practical period:** |  |
| **Duration of practical period (not less than 12 months):**  |  | **Planned amount of off-the-job training (hours):** |  |

You are required to attend training delivered by one of our nominated training providers. The University of Essex reserves the right to use its discretion to change the training provider.

We will release you from your duties to attend such training as is reasonably required to successfully complete your apprenticeship at the relevant level. Your external training pattern will be confirmed to you by your training provider.

You should provide your line manager with full details of your requested absences to attend training or assessments as soon as you know your timetable.

On days you would normally be expected to attend off the job training, but the training provider has asked you not to attend (for example, because of reading weeks, termly breaks), you will be expected to attend your normal place of employment.

If you cannot attend a training session because of sickness, injury, or any other reason, you must, unless there is a good reason to the contrary, advise your line manager of the reason for non-attendance as soon as possible on the day of non-attendance. You must also inform your training provider. A failure to properly report non-attendance at training, or any unauthorised absence from training, may be viewed as a disciplinary offence, which could lead to disciplinary action against you.

You must maintain an adequate record of your training throughout your apprenticeship, including evidence of your attendance at off the job training and all your associated results.

You are required to fully engage and remain committed to full completion of the apprenticeship standard (including your End Point Assessment) in a timely fashion. Any issues or concerns should be brought to the attention of your line manager, training provider, or the Employee Apprenticeships Manager (as appropriate), as early as possible, to try and help facilitate quick resolution.

For new employees taken on as apprentices your role is linked to your training and therefore all requirements of your apprenticeship need to be met for your employment to continue.

The University of Essex will exchange relevant information about you with the training provider and other relevant organisations for the purpose of facilitating and monitoring your training.

In connection with your apprenticeship, you are entitled to help and support from the National Apprenticeship Service, which can be contacted via the Apprenticeship Helpline – telephone 0800 015044, email nationalhelpdesk@apprenticeships.gov.uk.

This agreement is subject to the University continuing to receive funding for completion of the apprenticeship standard. In the event that the funding, or your employment, was to come to an end, this agreement will be terminated. The university is entitled to terminate your employment even if termination would result in you not being able to complete the apprenticeship standard.

As part of this agreement, you will also be required to sign a Commitment Statement/Training Plan which will be provided by your training provider.

**Signatories:**

|  |  |  |  |
| --- | --- | --- | --- |
| Apprentice: |  | Date: |  |
| Employer Representative: |  | Date: |  |
| Line Manager:  |  | Date: |  |

**APPRENTICESHIP AGREEMENT - NOTES**

1. **Why is an apprenticeship agreement required?**

The law requires an apprenticeship agreement to be in place, for nearly all apprentices. The relevant law is contained in The Apprenticeships, Skills, Children and Learning Act 2009 (“ASCLA”) and The Apprenticeships (Miscellaneous Provisions) Regulations 2017 (SI No. 2017/1310). The apprenticeship agreement forms part of the employment arrangements between the apprentice and their employer; it is a contract of service (i.e. a contract of employment) and not a contract of apprenticeship. If all the requirements of section 1 of the Employment Rights Act 1996 are complied with, the agreement can also serve as the ‘written statement of particulars of employment’. An apprenticeship agreement must be put in place when an individual starts a relevant apprenticeship programme and should remain in place throughout the entire apprenticeship.

1. **What is a ‘practical period’?**

The practical period is the period for which an apprentice is expected to work and also receive training under an approved English apprenticeship agreement; it must have a minimum duration of 12 months. The practical period does not include the end-point assessment whereas the (full) apprenticeship does include it. The practical period start date set out in the apprenticeship agreement must match the practical period start date in the training plan.

1. **Can an apprenticeship be completed without an apprenticeship agreement?**

There are some circumstances in which an apprentice can complete a statutory apprenticeship without an apprenticeship agreement; these can be found in the ‘alternative English apprenticeship’ section of the latest [apprenticeship funding rules](https://www.gov.uk/guidance/apprenticeship-funding-rules).

1. **What information is needed in an apprenticeship agreement?**

The apprenticeship agreement must comply with the requirements in ASCLA and the 2017 Regulations. It must:

* provide for the apprentice to work for the employer for reward, in an occupation for which a standard has been published by the Institute for Apprenticeships and Technical Education;
* provide for the apprentice to receive training in order to assist the apprentice to achieve the standard in the work done under the agreement;
* specify the apprenticeship’s practical period; and
* specify the amount of off-the-job training the apprentice is to receive.
1. **Do existing contracts or terms and conditions need to change?**

No, however any apprenticeship entered into after 15 January 2018 in connection with an apprenticeship standard must have an apprenticeship agreement that complies with the 2017 Regulations. The agreement can be attached to, or incorporated into, an existing contract.

1. **How much off-the-job training needs to be included?**

Off-the-job training is a critical requirement of an apprenticeship and to meet the apprenticeship funding rules, this must be at least 20% of the apprentice’s normal working hours (working hours are capped at 30 hours per week for funding purposes only), over the planned duration of the apprenticeship practical period. The amount of off-the-job training should be discussed and agreed with the training provider; this should take into account any relevant prior learning that impacts the programme.

1. **What is the definition of off-the-job training?**

Off-the-job training is defined as training which is received by the apprentice within their practical period, during the apprentice’s normal working hours, for the purpose of achieving the knowledge, skills and behaviours of the approved apprenticeship that is referenced in an apprenticeship agreement. More information, including examples of off-the-job training, can be found on [gov.uk](https://www.gov.uk/government/publications/apprenticeships-off-the-job-training).

1. **Who must sign the apprenticeship agreement?**

The employer and apprentice must sign the apprenticeship agreement.The training provider, employer and apprentice must then sign a separate training plan, which builds upon the apprenticeship agreement and outlines the planned content and schedule of training to be delivered.

1. **What should happen with the signed apprenticeship agreement?**

The employer must keep the agreement for the duration of the apprenticeship and give a copy to the apprentice and to the training provider.

1. **What is a break in learning?**

A break in learning is where an individual takes a break of at least 4 weeks from their apprenticeship training but plans to return to it in the future. This can be with or without a break from work. When the apprentice restarts the programme, all documentation, including the apprenticeship agreement and training plan, must be reviewed and updated to account for the duration of the break in learning.

1. **What happens if an apprentice is made redundant?**

Apprentices made redundant who, on the day of dismissal, are within six months of the final day of the apprenticeship practical period or who have completed at least 75% of the apprenticeship practical period will have their programme funded to completion. Those who do not meet these conditions will have their training funded for up to 12 weeks while they look for alternative employment to enable their programme to continue (see The Apprenticeships (Alternative English Completion Conditions and Miscellaneous Provisions) (Amendment) (Coronavirus) Regulations 2020 SI No. 2020/1120).