



**The British Institute  
of Recruiters**

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**AGREEMENT for the PROVISION  
of END-POINT ASSESSMENT SERVICES**

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## **In this Agreement;**

- A. The Training Provider is engaged by the Employer to deliver apprenticeship training for apprenticeships.
- B. The EPA Provider has been selected by the Employer to provide EPA Services in respect of Apprenticeships that the Training Provider has delivered training for.
- C. At the date of this Agreement the funding regime for EPA Services as administered by the ESFA only allows for payments to The EPA Provider to be passed through the Training Provider, acting as an agent for the ESFA.

## **IT IS AGREED AS FOLLOWS:**

### **1 Provision of the EPA**

- 1.1 Subject to the remainder of this clause and upon the terms of this Agreement, The EPA Provider shall provide EPA Services to the Training Provider at the Training Provider's order, using The EPA Provider's Order Form.
- 1.2 The EPA Provider shall perform any EPA Services it provides to the Training Provider with reasonable care and skill and in accordance with the Funding Rules.
- 1.3 An Employer whose Apprentices receive EPA Services under this Agreement shall have the right to enforce the benefits it is due under clauses 4.1 and 8.

### **2 Commencement and duration**

This Agreement shall commence on the Commencement Date and continue until this agreement is terminated in accordance with clause 12 (Termination).

### **3 Charges and Payment**

- 3.1 In consideration of the provision of EPA Services by The EPA Provider, the Training Provider shall pay the Charges as set out in the Charges Sheet – See Appendix A.
- 3.2 Payment of the Charges shall be in accordance with an invoice to be issued by The EPA Provider the terms of which (other than the obligation to pay, which is set out in this Agreement) shall be in accordance with the Invoicing Policy, and, not be inconsistent with the other terms of this Agreement (with the other terms of this Agreement taking precedence in the case of such inconsistency).
- 3.3 Where the Charges are set out in a Charges Sheet, the payable Charges shall be those described in the Charges Sheet at the time of the issuing of an invoice by The EPA Provider unless agreed otherwise and evidenced in the agreed invoice.

### **4 Rights and obligations belonging, and in relation, to Employers**

- 4.1 An Employer for which the Training Provider has secured an EPA with The EPA Provider has the right to expect that The EPA Provider shall perform such EPA Services with reasonable care, competence and skill. Competence shall include The EPA Provider being and remaining registered on the Register of End-point

Assessment Organisations until at least the obligations upon it under this Agreement are discharged, and, providing its services in accordance with this Agreement.

- 4.2 The Training Provider shall not take steps to influence or hinder the choice of the Employer in selecting an End-point Assessment Organisation.
- 4.3 The Training Provider shall enter into arrangements with an Employer that allow for The EPA Provider to discharge its obligations under this Agreement.
- 4.4 If the funding regime as administered by the ESFA shall change after the date of this Agreement to allow for payments to EPAOs to be made directly by an Employer, the Parties may (but shall not be obliged to) admit the Employer as a party to this Agreement.

## **5 Subcontracting**

The EPA Provider acknowledges and accepts that it is responsible for the acts and omissions of any sub-contractor (such as contracted assessors or examiners) delivering any part of the EPA Services provided pursuant to this Agreement.

## **6 Information, audit and reporting**

- 6.1 Each Party shall comply with any reasonable request from the other Party to supply information or data to the requestor in connection with any EPA delivered to Apprentices under this Agreement which is required by the requestor in order to fulfil its obligations under this Agreement, or, to fulfil any reasonable obligations it has to its External Quality Assurance Organisation, the ESFA or any other public authority.
- 6.2 Each Party shall keep all documents, information, data, reports, accounts and records relating to this Agreement for a minimum of 6 years after the end of the financial year in which the final payment under this Agreement is made and shall supply copies of the same to a requesting Party if copies are required by the requestor in order to fulfil its obligations under this Agreement, or, to fulfil any reasonable obligations it has to its External Quality Assurance Organisation, the ESFA or any other public authority.
- 6.3 Each Party shall assist and cooperate with the other in relation to any audit or investigation by its External Quality Assurance Organisation, the ESFA, any other public authority or its authorised representatives or auditors.

## **7 Intellectual property rights**

- 7.1 The Parties 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 Party before entering into this Agreement or developed by either party during the term of this Agreement, shall remain the property of that Party.
- 7.2 Each Party has a licence to utilise the intellectual property of the other solely in order to fulfil its obligations under this Agreement.

## **8 Confidentiality**

- 8.1 Each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information (“Confidential Information”) disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save 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 Confidential Information which:
- (i) 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;
  - (ii) 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;
  - (iii) 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;
  - (iv) is lawfully required to be disclosed to the External Quality Assurance Organisation or any public authority; or,
  - (v) is reasonably and lawfully required to be disclosed to any professional adviser, consultant, contractor or other person engaged by the ESFA in connection with this Agreement.

This clause creates an obligation of confidentiality in relation to the Employer and shall be capable of being relied upon by it.

## **9 Data protection**

- 9.1 The Parties shall (and shall procure that any of their staff and any Subcontractor involved in connection with the activities under the Agreement shall) comply with the requirements of data protection law applicable in England & Wales relating to the processing of data (including, for the avoidance of doubt, Regulation (EU) 2016/679, the “GDPR”, collectively the “Data Protection Legislation”).
- 9.2 In accordance with the GDPR, both Parties shall jointly determine the purposes and means of processing Personal Data in relation to Apprentices, including special categories of data (as referred to in Article 9(1) GDPR), and shall be joint controllers of that Personal Data (as referred to in Article 26 GDPR ‘Joint controllers’).
- 9.3 Pursuant to Article 26 GDPR, the Parties set out their respective responsibilities for compliance with the Data Protection Legislation herein:
- (i) The Training Provider shall gain all necessary consents from Data Subjects required by and in accordance with the Data Protection Legislation as is necessary for the provision of EPA Services under this Agreement;
  - (ii) The Training Provider shall have the responsibility to provide the information to be provided to the Data Subject as set out in Articles 13 and 14 GDPR;

- (iii) The Training Provider shall gather Personal Data as is necessary for the provision of EPA Services under this Agreement;
- (iv) The EPA Provider shall process Personal Data as is necessary for the provision of EPA Services under this Agreement; and,
- (v) The Training Provider shall make the essence of this arrangement in relation to the respective roles and relationships of the Parties as Joint controllers available to the relevant Data Subjects.

9.4 Each Party, as a Data Controller in relation to Apprentices' Personal Data shall comply with its obligations under the Data Protection Legislation in relation to that Personal Data and shall aid the other Party in its compliance.

## **10 Limitation of liability**

10.1 The liability of The EPA Provider under this Agreement is limited to the amount paid to The EPA Provider under it.

10.2 The liability of the Training Provider (and, where permissible, the Employer) under this Agreement is limited to the reasonable costs incurred by The EPA Provider in arranging the EPA Services. For the avoidance of doubt, such reasonable costs may also comprise an element linked to profit.

## **11 Warranties**

11.1 The EPA Provider warrants, undertakes and agrees that:

- (i) it has all necessary resources and expertise to deliver EPAs to Apprentices and to liaise with the ESFA, any External Quality Assurance Organisation and/or any other public authority in order to ensure that Apprentices that have been successfully assessed through an EPA are, as a result, in a position to successfully complete their Apprenticeships and receive certificates to demonstrate the same;
- (ii) it has not committed, nor shall it commit, any Prohibited Act;
- (iii) it shall at all times comply with all relevant legislation when carrying out activities in connection with this Agreement, and shall notify the ESFA, any External Quality Assurance Organisation and/or any other public authority (as the case may be) immediately of any significant departure from such legislation, codes or recommendations;
- (iv) it shall comply, or cooperate with Employers and Training Providers in complying, with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Apprentices and any other employees or persons carrying out activities in connection with the provision of EPA Services;
- (v) it has, and adheres to, adequate procedures for dealing with any conflicts of interest;

- (vi) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (vii) all information that it discloses to the ESFA, any External Quality Assurance Organisation and/or any other public authority pursuant to this Agreement shall be to the best of its knowledge and belief complete, true and accurate;
- (viii) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations under this Agreement; and,
- (ix) as of the date on which it begins to provide services under this Agreement there has been no material change in its financial position or prospects since the date of its last accounts which would reasonably be expected or would or does affect the performance of its obligations under this Agreement.

## 12 Termination

12.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (i) the other Party (or a sub-contractor of it) commits a material breach of any term of this Agreement;
- (ii) the other Party (or a sub-contractor of it) 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 innocent Party requiring the breach to be remedied;
- (iii) the other Party (or a sub-contractor of it) 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;
- (iv) the ESFA (or Institute for Apprenticeships, as the case may be) or the innocent Party becomes aware of any fraud or financial irregularity by the other Party in connection with this Agreement;
- (v) any employee or other individual carrying out activities on behalf of a Party 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 or the innocent Party, bring or are likely to bring the innocent Party or the Employer's name or reputation into disrepute (save where the actions of the innocent Party or the Employer have substantially or wholly caused such disrepute);
- (vi) the Training Provider commits or committed a Prohibited Act;
- (vii) the other Party fails to maintain its registration with the ESFA (either on the RoEPAO, or, the RoATP);
- (viii) there occurs, in respect of the other Party, any Insolvency Event or Change of Control which, in the reasonable opinion of the innocent Party, may affect the other Party's ability to comply with its obligations under this Agreement; or

- (ix) it has, in the reasonable opinion of the other Party, committed an act of serious malpractice.

12.2 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.

12.3 Following the termination of this Agreement, the clauses dealing with the following shall remain in full force and effect: Definitions and interpretation; Information, Audit and Reporting; Intellectual Property Rights; Data Protection; Limitation of Liability; Notices; Dispute Resolution; Joint and Several Liability; and, Governing Law.

### **13 Force majeure**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

### **14 Assignment**

Neither Party may, without the prior written consent of the other Party, assign, transfer, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

### **15 Variation**

Subject to explicit provision in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties.

### **16 Variation in the case of Regulatory Change**

16.1 Explicit provision is made in this Agreement to permit The EPA Provider to propose amendments to this Agreement in the case of Regulatory Change.

16.2 In the case of Regulatory Change, The EPA Provider may:

- (i) Within 6 months of becoming aware of the Regulatory Change in question propose amendments (the "Proposed amendments") to this Agreement to ensure its continued efficacy (including its economic rationale for The EPA Provider at the date of this Agreement);
- (ii) The Proposed amendments shall be proposed by way of a notice which shall also contain details of the Regulatory Change in question;
- (iii) Upon receipt of The EPA Provider 's notice referred to in clause 16.2(ii) above, the Training Provider shall, within 5 days of receipt:
  - (a) accept the Proposed amendments; or,

- (b) propose different amendments (“Counter-amendments”) that it considers achieve business efficacy by way of a notice.
- (iv) Upon receipt of the Training Provider’s notice referred to in clause 16.2(iii)(b) above, The EPA Provider may either accept the Counter-amendments or reject them on the basis that, in The EPA Provider sole reasonable opinion, they do not ensure the continued efficacy of the Agreement (including its economic rationale for The EPA Provider as at the date of this Agreement).
- (v) Where The EPA Provider rejects Counter-amendments, the Proposed amendments shall stand.
- (vi) The EPA Provider shall communicate its decision pursuant to clause 16.2(iv) above by way of a notice, such notice shall include the date that the amendments shall be effective. For the avoidance of doubt, such a date may be immediately upon service of the notice or on a date in the future but not on a date that has passed.

## **17 Severance**

17.1 Subject to the rights of The EPA Provider in clause 16 above (that is to say where The EPA Provider does not avail itself of its rights in clause 16 above), if any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

17.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **18 Waiver**

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.

## **19 Notices**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## **20 Dispute resolution**



Any dispute arising in relation to this Agreement shall be resolved in the following manner and order: The Parties shall endeavour to resolve the dispute in good faith. Should that endeavour not result in a resolution, then either Party may propose a mediation process to resolve the dispute. The other Party shall be free to reject such proposal. Should such a proposal be rejected, not made or fail to resolve the dispute, the Dispute shall be finally resolved by the courts of England and Wales.

**21 No partnership or agency**

This Agreement shall not create any partnership or joint venture between the Parties, 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.

**22 Joint and several liability**

Where either Party is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of that Party shall be jointly and severally liable for its obligations and liabilities arising under this Agreement.

**23 Entire Agreement**

This Agreement (including any Order Form issued pursuant to it) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter save that variations to this Agreement may be agreed between the Parties and must be evidenced in writing.

**24 Governing law**

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**

**EPA Services**

<b>Summary of required action</b>	<b>Detail of required action</b>
Register on RoEPAO	All EPAOs that wish to provide EPAs within the ESFA administered Apprenticeship system need to have applied and been accepted for registration on the RoEPAO.

	Registration is in respect of named Apprenticeship Standards.
Comply with the Conditions	Registration on the RoEPAOs requires compliance with the Conditions, both at the time of registration and for the duration of an EPAO's registration.
Engage with Employers regarding assessments EPAO is registered for	<p>EPAOs offering EPAs in the Apprenticeship Standards for which they are registered should engage with the relevant Employers (whilst maintaining their independence from them) in order to be able to provide robust and high-quality EPA services in that assessment area.</p> <p>Whilst this is an obligation of the ESFA upon registration, ongoing engagement is an obligation of this Agreement.</p>
Have relevant and recent (to the time of providing any EPA to the Training Provider) occupational experience of the Standard	The ESFA is likely to advise that EPAOs should have recent occupational experience of the Apprenticeship Standard which EPA services are being offered for.
Be aware of the assessment plan	EPAOs should have good knowledge of the assessment plan associated with the Apprenticeship Standard in respect of which it is providing EPA services.
Be clear with Employers about costs	<p>The ESFA requires EPAOs to be clear and transparent with Employers about the costs of its provision of EPA Services, and, for the Training Provider to be clear and transparent with the Employer as to what proportion of its fees will be taken up by payment for EPA Services.</p> <p>EPAOs will need to decide whether they have separate costs brochures and, if they do, to ensure that they are properly incorporated into this Agreement.</p>

Check gateways met	The EPAO must check with the Employer whether the gateways of the Apprenticeship Standard being assessed have been met by an Apprentice in respect of which an EPA is being conducted.
Provide EPA services to Employer	The EPAO, Employer and Training Provider must agree and set out the details of how the EPA will be provided including resits, related charges and processes.
Provide information so that the Apprentice can receive his or her Certificate	Once an EPA has been completed, and the Apprentice has been successful, the EPAO must provide information to (i) the Training Provider in order for the Training Provider to update the Apprentice's ILR and allow for a Certificate to be issued, and, (ii) the ESFA regarding any Apprentice that has successfully passed their EPA and where the Certificate should be sent to.
Guard independence and avoid conflicts of interest	The EPAO must guard its independence and ensure that it actively avoids any conflicts of interest.
Have internal and external quality assurance	The ESFA will expect EPAOs to have internal quality assurance to ensure that EPA results are robust and consistent. Also, it is a requirement that EPAOs have in place external quality assurance from one of the four specified routes: The Institute of Apprenticeships, Ofqual, an existing professional body, or, an Employer group.

## Schedule 2

### Definitions

<b>Agreement</b>	refers to this agreement.
<b>Apprentice</b>	a person who works under an Apprenticeship Agreement.
<b>Apprenticeship</b>	the training and (where applicable) End-point Assessment for an employee as part of a job with an accompanying skills development programme pursuant to an Apprenticeship Agreement.
<b>Apprenticeship Agreement</b>	(a) an approved English apprenticeship agreement; or (b) an apprenticeship agreement within the meaning given in section 32 of the Apprenticeship, Skills, Children and Learning Act 2009.
<b>Apprenticeship Standard</b>	has the meaning given in Section A1 of the Apprenticeships, Skills, Children and Learning Act 2009.
<b>Assessment Plan</b>	the part of an Apprenticeship Standard which is labelled as such and which sets out how an Apprentice's skills and knowledge in relation to that Apprenticeship Standard will be evidenced.
<b>Certificate</b>	the certificate administered and issued by the Education and Skills Funding Agency on behalf of the Institute for Apprenticeships to an Apprentice to evidence his or her satisfactory completion of an Apprenticeship.
<b>Change of Control</b>	the changing of control in a company in accordance with the meaning given to "control" in section 1124 of the Corporation Tax Act 2010.
<b>Charges</b>	the charges charged by The EPA Provider to the Training Provider in exchange for the provision of EPA Services (or any part of them).
<b>Charges Sheet</b>	a document issued by The EPA Provider, and which may be amended by the The EPA Provider from time to time, containing a

	description of the charges charged by The EPA Provider to the Training Provider in exchange for the provision of EPA Services (or any part of them). See Appendix A
<b>Commencement Date</b>	the date of signature of this Agreement. Where there are two separate dates of signature, the date of the last signature of this Agreement.
<b>Conditions</b>	the conditions for organisations on the Register of End-point Assessment Organisations as published by the ESFA.
<b>Education &amp; Skills Funding Agency or ESFA</b>	the Education & Skills Funding Agency.
<b>Employer</b>	any employer of Apprentices requiring training (a) for its own Apprentices and/or (b) on behalf of a connected employer for the connected employer's Apprentices, to be funded in whole or in part from the Employer's Digital Account as administered by ESFA.
<b>End-point Assessment or EPA</b>	the independent assessment of the Apprentice's knowledge, skills and behaviours carried out by an End-point Assessment Organisation at the end of the Training to confirm that the Apprentice has met the requirements of any relevant Approved Apprenticeship Standard.
<b>End-point Assessment Organisation or EPAO</b>	an organisation on the Register of End-point Assessment Organisations.
<b>EPA Services</b>	the services described at Schedule 1.
<b>External Quality Assurance Organisation</b>	the external quality assurer appointed to assess the quality of the EPAO's EPA provision, being one of the Institute for Apprenticeships, Ofqual, a professional body, or, an employer group.

<b>Funding Rules</b>	the Apprenticeship Funding and Performance Management Rules for Training Providers and, where applicable, the Apprenticeship Funding: Rules for Employer-Providers, published by ESFA and both as amended from time to time.
<b>Individual Learner Record or ILR</b>	the record in respect of individual learners maintained and kept by the ESFA.
<b>Invoicing Policy</b>	a document issued by The EPA Provider, and which may be amended by the The EPA Provider from time to time, containing a description of the principles and terms upon which The EPA Provider issues invoices and requires payment.
<b>Insolvency Event</b>	<p>means any of the following circumstances:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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);</li> <li>(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);</li> <li>(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of the relevant party's business or assets;</li> </ul>

	<p>(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;</p> <p>(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 like any of the events mentioned in (a)-(e) (inclusive); or,</p> <p>(g) the relevant party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.</p>
<b>Intellectual Property Rights</b>	all patents, trademarks, logos, 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.
<b>Know-How</b>	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.
<b>Order form</b>	means The EPA Provider 's EPA booking system available online or via a word document emailed to training providers.
<b>Prohibited Act</b>	<p>means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown or any other person or party any gift or consideration of any kind as an inducement or reward for:</p> <p>(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or</p>

	<p>performance of this Agreement which is improper; or,</p> <p>(ii) showing or not showing favour or disfavour to any person in relation to this Agreement which is improper;</p> <p>(b) committing any offence:</p> <p>(i) under the Bribery Act 2010;</p> <p>(ii) under the Modern Slavery Act 2015;</p> <p>(iii) under legislation creating offences in respect of fraudulent acts;</p> <p>(iv) at common law in respect of fraudulent acts in relation to this Agreement; or,</p> <p>(v) defrauding or attempting to defraud or conspiring to defraud any person or party.</p>
<p><b>Register of End-point Assessment Organisations or RoEPAO</b></p>	<p>the online register of End-point Assessment Organisations from which the Employer may select an organisation to carry out End-Point Assessment of Apprentices.</p>
<p><b>Register of Apprenticeship Training Providers or RoATP</b></p>	<p>the online register of apprenticeship training providers which lists the organisations approved to deliver Training to Apprentices under this Agreement.</p>
<p><b>Regulatory change</b></p>	<p>means any change in the law, policy or regulation affecting the provision of EPA Services (including any changes required by any External Quality Assurance Organisation).</p>



<b>Training</b>	the delivery of training and on-programme assessment by the Training Provider to one or more Apprentices.
<b>Training Provider</b>	the Party named as such in this Agreement, which is an organisation on the RoATP.