

# AGREEMENT

IEA & IV Contract between

Kirk Cornwall

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AND

The British Institute of Recruiters

## 1. Introduction

1.1 This Contract is between The British Institute of Recruiters of Suite 2, First Floor, Parkway 2, Princess Road, Manchester M14 7LU, Company number 07971852 (End Point Assessment Organisation - EPAO)

And

**Kirk Cornwall of 28 Woodbrooke Avenue, Hyde, Cheshire, SK14 2SQ** (Independent End Point Assessor IEA or Internal Verifier IV)

1.2 The contract aims to establish an appropriately qualified and competent workforce to provide a high-quality End Point Assessment services to meet the needs of all stakeholders and to help service the development of improved resources and services.

1.3 This contract is subject to the EPAO being on the Government approved register of End Point Assessment Organisations for the standards listed in this agreement.

1.4 All parties shall always comply with the requirements of Equality and Discrimination legislation and all other related statutory and regulatory requirements relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, ethnicity, sex, age, disability, nationality, marital status or sexual orientation.

1.5 All parties believe that safeguarding is everybody's business with a commitment towards playing a part in preventing, detecting and reporting neglect and abuse. Measures need to be in place locally to protect those least able to protect themselves. Safeguards against poor practice, harm and abuse need to be an integral part of all activities IEA/IV with this Agreement. IEA/IVs will have current knowledge of prevent & safeguarding.

1.6 The IEA/IV shall comply with any reasonable request from the EPAO to supply information or data in connection with any EPA/IV provided to Apprentices under this Agreement which is required by the EPAO 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.

1.7 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.

## **2. Termination**

2.1 The IEA/IV will join the EPAO on a one-month probationary period. During and/or at the end of the probationary period, you may be asked to attend reviews to discuss your overall work performance. Absence, timekeeping and general attitude may also be considered.

- 2.2 If the EPAO is satisfied that you have reached the required standards, your status will be confirmed. If you have not reached the required standard, your contract will be terminated with immediate effect.
- 2.3 The EPAO reserves the right in borderline cases to extend the probationary period, in the hope that a further period will enable you to reach the required standard. A subsequent review will be held, and a decision made. Your contract will then either be confirmed or terminated with the required notice.
- 2.4 The notice period to be given by the EPAO to the IEA/IV is 1 month so that a satisfactory handover of work can be undertaken. Notice period to be given by the IEA/IA to the EPAO is 1 month. If you leave without giving and working your full notice, then all payments due to you will be cancelled and any remaining monies will not be paid.

### **3. Confidentiality**

- 3.1 During your contract, you will be party to information concerning the EPAO, its products, documents, EPA/IV materials and customers. Such information is to be regarded as strictly confidential. You may not disclose or discuss, with any other person outside the EPAO, information relating to its business including product information, intellectual property or matters relating to security. Any breach of this condition will render you liable to prosecution.

### **4. Intellectual property rights**

- 4.1 The IEA/IV agrees that all rights, title and interest in or to any information, client/learner data records, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by the EPAO before entering into this Agreement or developed by the EPAO during the term of this Agreement, shall remain the property of the EPAO.
- 4.2 The IEA/IV has a licence to utilise the intellectual property of the EPAO solely in order to fulfil its obligations under this Agreement.

### **5. Data protection**

- 5.1 The Parties 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”).
- 5.2 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’).

- 5.3 Pursuant to Article 26 GDPR, the Parties set out their respective responsibilities for compliance with the Data Protection Legislation herein:
- 5.3.1 The EPAO 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/IV Services under this Agreement;
- 5.3.2 The EPAO shall have the responsibility to provide the information to be provided to the Data Subject as set out in Articles 13 and 14 GDPR;
- 5.3.3 The EPAO shall gather Personal Data as is necessary for the provision of EPA/IV Services under this Agreement;
- 5.3.4 The Parties shall process Personal Data as is necessary for the provision of EPA/IV Services under this Agreement; and,
- 5.3.5 The EPAO 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.
- 5.4 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.

## **6. Non-solicitation agreement**

- 6.1 You shall not, for 6 months from the termination of your contract (and whether directly or indirectly, solely or jointly and whether on your own behalf or on behalf of any other person, firm or company), solicit, endeavor to entice or accept the custom of any person who has been a customer or client of the EPAO and with whom you had business dealings on behalf of the EPAO, where such solicitation enticement or acceptance of custom relates to the provision of services similar to those which are, could be, or have been, provided by the EPAO.
- 6.2 You shall not for 6 months following the termination of your contract (either on your own behalf or for any other person, firm or company and whether directly or indirectly) approach any other employee of the Company with a view to encouraging him or her to leave the EPAO and/or employing him or her.

## **7. Conflict of interest**

- 7.1 During your contract, you will be expected to devote the whole of your agreed allocated working time and attention to the EPAO's business and to use your best endeavors to promote the EPAO's general interest.

7.2 If required to do so, you must provide details of any relationships with any of the EPAO's customers or suppliers and comply with any reasonable instructions given to you by the EPAO on such relationships.

## **8. Cancellation in the event of corrupt practice**

8.1 The EPAO shall be entitled to cancel this agreement and to recover from the IEA/IV, the amount of any loss resulting from such cancellation.

## **9. Delivery of IEA/IV services**

9.1 Assess the performance of Apprentices in accordance with published Assessment Plans for the selected Apprenticeship Standards including grading to ensure overall standards are maintained.

9.2 Follow the protocols set out in EPAO documentation/guides, assessment materials and quality assurance protocols, relating to the EPAs.

9.3 Maintain service-level agreements with regards to responding to EPA/IV planning, operational activities, reports and submissions of assessment outcomes.

9.4 Report all risks and issues encountered during the end-point assessment to the Lead IQA, including any suspected malpractice/maladministration.

9.5 Ensure all EPA/IV reports and assessment evidence are high quality and recorded accurately.

9.6 Ensure you assess free from bias, can assess and report risks and meet deadlines.

9.7 Support the Lead IQA, if necessary, with any appeals from apprentices, regarding assessment decisions.

9.8 Liaise with the EPAO Co-coordinator to arrange and travel to EPA/IV appointments where required (if not online/remote).

9.9 Raise any conflicts of interest, including in relation to the independence of assessment.

9.10 All IEA/IVs will have experience of complying with quality assurance/regulatory requirements and contribute to the external quality assurance activities undertaken by the Institute for Apprenticeships and Technical Education.

9.11 All IEA/IVs will be qualified competent Assessors with current occupational experience in line with the assessment plan expectations for the standard they assess and be licensed to

operate with relevant occupational certificates i.e. D32/D33, A1 or CAVA and a sector subject qualification as required by relevant assessment plans. They must also be able to produce a copy of their current DBS Certificate, and agree to ongoing CPD laid down by the EPAO.

9.12 All IEA/IVs will have experience of using a diverse range of assessment methods and evidence and detailed knowledge of Apprenticeship Standards they assess.

9.13 Take part in regular training and standardisation activities, associated with the role of independent end-point assessor or Internal Verifier (IV/Moderator) for this EPAO.

9.14 Maintain and provide evidence of ongoing, relevant Continuous Professional Development (CPD).

9.15 The EPA Assessor/IV will report to the Lead IQA as instructed, and ultimately to the Operations Manager.

## **10. Financial & Payment Terms**

10.1 The IEA/IV will be paid in accordance with Appendix A below per Complete Apprentice EPA (Complete means the undertaking of all components required by the standard and associated admin) for each End Point Assessment conducted or pro rata of they complete a component of the End Point Assessment only. This fee covers all assessment activity, grading, reporting and associated administration. Each Assessor will be required to complete a Service Level Agreement with Further Training.

10.2 All Payments will be made according to this agreement and subject to the submission of the required paperwork.

10.3 The IEA/IV can then submit their invoice on the first working day of the following month and EPAO will pay approved payments on the last day of the month.

10.4 In the case of Training Provider or Learner cancellations or non-attendance where no EPA component was conducted no fee will be payable.

10.5 All payments are made 30 days from invoice.

**Please note:**

**By signing this site agreement, you agree to its contents.**

**IEA/IV SIGNED** Print Name:

Kirk Cornwall IEA/IVs

signature:

A handwritten signature in black ink, appearing to read 'Kirk Cornwall', written over a light grey rectangular background.

Date: 05.03.20

**EPAO SIGNED**

A handwritten signature in black ink, appearing to read 'Azmat Mohammed', written over a light grey rectangular background.

Azmat Mohammed

Date: 9th October 2019

Please sign, date and return to the EPAO.

**Appendix A**

<b>Apprenticeship Standard</b>	<b>Fee Per Complete EPA/Learner</b>	<b>Fee Per Complete IV/Learner</b>
Business Administrator L3	£170	£80
Team Leader/Supervisor L3	£170	£80
Operational/Departmental Manager	£170	£80

For face to face sessions all travel expenses must be agreed with the EPAO in writing prior to being incurred.

General Consultancy must be pre-agreed and is paid out at £170 per day.