

# University of Suffolk Commitment Statement

You must complete and return a signed copy of this form to apprenticeships@uos.ac.uk prior to the first day of starting the apprenticeship.

Apprentice Job Title:		Apprenticeship Standard:	
Start Date:		Proposed Completion Date:	
Employer Supervisor:	[insert name]	Contact Details for the Employer:	[insert address and contact details]
University of Suffolk Supervisor:	[insert name]	Contact Details for the University:	[insert address and contact details]
Apprentice:	[insert name]	Contact Details for the Apprentice:	[insert address and contact details]
Apprentice Unique Learner Number (ULN): <sup>1</sup>		Employer Identification Number	

This Commitment Statement is made on the date when the last party to sign has signed below and is subject to the details set out below and in the Annexes attached.

The Employer shall enter into an apprenticeship agreement with each Apprentice in the prescribed form (“Apprenticeship Agreement”). **Signature of this agreement by the Employer will be taken as a declaration that such Apprenticeship Agreement is in place.**

The selection of the Apprentice is subject to agreement between both the University of Suffolk and the Employer and evidence of prior achievement (to meet the entry requirements) will need to be provided.

The Employer, Apprentice and the University of Suffolk agree to comply with the Best Practice in Apprenticeship guidelines at Annex 1 to this Commitment Statement. Key details of the Apprenticeship are set out at Annex 2.

References to “training” within this Commitment Statement are to the training and education to be provided by the University.

## THE EMPLOYER AGREES TO:

- Pay the Apprentice at least the appropriate rate of the national minimum wage and the Apprentice’s basic salary will be [£insert amount] per year payable monthly in arrears.
- Release the Apprentice from their duties to attend such training and undertake the examinations and assessment as is reasonably required to complete the Apprenticeship and attain [relevant level of qualification] (including, without limitation, for the training outlined under the responsibilities of the Apprentice below).
- Provide meaningful opportunities for the Apprentice to use and further develop their skills within a specified timeframe to meet the learning outcomes specified in the Apprenticeship Standard.
- Review progress of the Apprentice and provide regular support and feedback to both the Apprentice and the University of Suffolk.

<sup>1</sup> Learners retain the same number for accessing their personal learning record (PLR) throughout their lives whatever level of learning they attain and wherever they choose to undertake education, training and learning. Each unique learner number (ULN) is issued and held by the Learning Records Service (LRS) Organisation Portal who use the numbers to index learner identity details as well as education and training qualifications. The ULN can be found on award certificates or results slips.

- Ensure the Apprentice receives an appropriate induction including all necessary health and safety and other appropriate training and information to enable them to carry out their role within the organisation in accordance with central policies for new staff.
- Support the Apprentice in articulating the skills gained/demonstrated and the projects and tasks accomplished and provide the Apprentice with constructive feedback on their performance.
- Notify the University of Suffolk Supervisor immediately of any change of circumstances in relation to the Apprenticeship.
- Notify the University of Suffolk Personal Tutor of the successful completion of the learning outcomes or any changes to the employment situation or status of the Apprentice during the Apprenticeship.
- Provide evaluation feedback reports as requested to the University of Suffolk Supervisor and the Apprentice.
- Allow the Apprentice time to attend the agreed campus training dates at the University of Suffolk.
- Provide such information and records as may be requested by the University in relation to the Apprentice's attendance at the Employer for work and immediately inform the University of any Apprentice absences.
- Collaborate and co-operate with the other parties to support the successful completion of the Apprenticeship.

#### **THE APPRENTICE AGREES TO:**

- Attend the Employer for work between [time] and [time] [Mondays] to [Fridays] inclusive with a lunch break of one hour (as more particularly described in the separate Apprenticeship Agreement between the Employer and Apprentice).
- Attend a training course at the University. It is envisaged that this external training will be [37.5] hours OR on [day(s)] each week.
- Behave in a professional manner at all times, with an awareness of the importance of their role as an ambassador for both the University of Suffolk and the Employer.
- Be flexible and adaptable, fulfilling the duties of the role as required by the Employer to the best of their ability and to seek help if needed.
- Attend work at the Employer as required; notifying their Employer Supervisor as soon as possible if they are unable to do so.
- Abide by all organisational rules relating to hours of work, health & safety regulations, confidentiality and other department practices and procedures.
- Keep a placement diary, write a reflective report on their personal development during the Apprenticeship, identifying enhanced skills and competencies.
- Submit evaluation feedback to the University of Suffolk as requested.
- To attend campus training days as requested or inform their University Personal Tutor as soon as possible if they are unable to do so.
- Undertake the End Point Assessment and all required preparatory work to ensure successful completion of the Apprenticeship.

## THE UNIVERSITY OF SUFFOLK AGREES TO:

- Provide the Apprentice with support and guidance in connection with the academic and educational aspects of the Apprenticeship as will be set out in separate agreements between the University and the Apprentice. For the purposes of this paragraph, the support and guidance provided by the University may include the following services: advice and support including counselling services and career guidance as would normally be provided to registered students of the University. The University may in certain circumstances be able to claim for additional financial support for the University and/or the Employer to support the Apprentice's individual needs. More details of the circumstances and criteria can be found in the Funding Rules <https://www.gov.uk/government/publications/apprenticeship-funding-and-performance-management-rules-2017-to-2018>. To discuss your needs further with the University so that the University can make an application for additional support funding to assist you (if appropriate) please contact [apprenticeships@uos.ac.uk](mailto:apprenticeships@uos.ac.uk).
- Contact the Apprentice and Employer Supervisor for regular evaluation feedback throughout the Apprenticeship.
- Take reasonable steps to act on feedback received where relevant to enable continual improvement and development.
- Collaborate and co-operate with the other parties to support the successful completion of the Apprenticeship.

## COMPLAINTS

- If the Apprentice wishes to query a recommendation or decision on his or her academic assessment, progression or award (an “**academic appeal**”) or otherwise has a complaint which could reasonably be expected to have a material effect on the Apprentice's academic performance, the matter will (unless the University decides otherwise) be referred in the first instance to the Office for Student Appeals, Complaints and Conduct (OSACC) at the University (“**First Contact**”) for consideration by the University in accordance with the University's policies, a copy of which is available from <https://www.uos.ac.uk/content/office-student-appeals-complaints-and-conduct-osacc> .
- If the Apprentice has a complaint of a non-academic nature relating to their Apprenticeship, such complaint shall be referred to the Employer, save and except where such complaint relates to University training, services or facilities provided to the Apprentice by the University where such complaint should be referred to the First Contact at the University. Any such complaint will be dealt with by the Employer or the University (as applicable) in accordance with the applicable policies, regulations and procedures, copies of which are available from [**insert**].
- The University and Employer agree to cooperate with each other to provide materials, responses and such other support as may be reasonably required in connection with any complaint or appeal.

- The parties acknowledge and agree that the appeal discipline and complaint procedures in this paragraph (Complaints) of this Commitment Statement may fall under the jurisdiction of the Office of the Independent Adjudicator (or any successor body) (“**OIA**”) and the Employer agrees it shall abide by the procedures implemented by the University, as amended from time to time, to participate in the OIA’s scheme.
- If the Employer has a complaint in connection with any University training, services or facilities provided by the University or its subcontractors in connection with the Apprenticeship the Employer should refer such complaint to the First Contact at the University. Any such complaint will be dealt with by the University in accordance with the University’s applicable policies, regulations and procedures, a copy of which has been provided to the Employer [*Please note that the University must provide the Employer with a copy of its written complaints and dispute resolution procedure, policy and process.*]

## **INTELLECTUAL PROPERTY**

Use either

### **Option A**

- [The University, Employer and Apprentice agree that any intellectual property rights created by the Apprentice:
  - during the hours the Apprentice is contracted to work for the Employer; and/or
  - [*in connection with any project specified in Annex 2*] [*Please refer to the comments in the Written Agreement at clause 7.2.2 (option A) (Schedule 2)*],
 (the “**Apprenticeship IPR**”) shall belong to the Employer.
- The University, Employer and Apprentice agree that save for the Apprenticeship IPR, ownership of any intellectual property rights created by the Apprentice shall be governed by the University’s standard policies in relation to the ownership and protection of intellectual property rights created by students.]

**OR**

### **Option B**

[The University, Employer and Apprentice agree that the ownership of any intellectual property rights created by the Apprentice during the Apprenticeship (the “Apprenticeship IPR”) will depend on whether any existing University and/or Employer intellectual property rights are used or relied on to create the Apprenticeship IPR.

Where:

- only University intellectual property rights (and not any Employer intellectual property rights) are used or relied on to create the Apprenticeship IPR;

- the Apprenticeship IPR is created outside of the hours the Apprentice is contracted to work for the Employer; and/or
- Annex 2 does not specify that the Apprenticeship IPR created for a particular project will belong to the Employer,

the University, Employer and Apprentice agree ownership of the Apprenticeship IPR shall be governed by the University's standard policies in relation to the ownership and protection of intellectual property rights created by students.

The University, Employer and Apprentice agree that other than in the circumstances set out above, the Apprenticeship IPR shall belong to the Employer.]

## **DATA PROTECTION**

- The Apprentice acknowledges that the University and the Employer are individually registered as data controllers under the Data Protection Legislation. Each entity is separately responsible for processing the Apprentice's Personal Data (as defined in the Data Protection Legislation).
- The Apprentice consents to each of the University and the Employer processing Personal Data (as defined in the Data Protection Legislation) relating to the Apprentice for their respective legal, personnel, administrative and management purposes, and transferring such Personal Data, to the other for the purposes of management and administration of the Apprenticeship.
- The Apprentice accepts that the University and the Employer may share the Apprentice's Personal Data with professional bodies if the Apprenticeship involves professional accreditation, but only to the extent necessary for such professional accreditation.
- The University and the Employer will not share the Apprentice's Personal Data with any other third party unless they have the Apprentice's express consent, are under a statutory obligation to do so or are otherwise permitted to do so under the Data Protection Legislation.
- For the purposes of this paragraph (Data Protection), "**Data Protection Legislation**" means the Data Protection Act 1998, or from the date it comes into force in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable).

## **APPRENTICESHIP HELPLINE**

- Any party may at any time contact the Apprenticeship Helpline regarding apprenticeship concerns, complaints and enquiries:

Telephone: 0800 015 0400

[nationalhelpdesk@apprenticeships.gov.uk](mailto:nationalhelpdesk@apprenticeships.gov.uk)

<https://www.gov.uk/apprenticeships-guide/overview>

## GENERAL

- This Commitment Statement is intended to be a short summary of the planned content and schedule for eligible training and end-point assessment of the Apprenticeship and what is expected and offered by the Employer, University (and any delivery subcontractors) and the Apprentice to achieve the Apprenticeship. It is intended to be legally binding unless otherwise stated.
- The Employer and the Apprentice agree and accept that the employment relationship is strictly between the Apprentice and the Employer and nothing in this Commitment Statement or any other agreement between the parties shall render the Apprentice an employee, worker, agent or partner of the University and the Apprentice shall not hold himself out as such. The parties accept that the University has no legal or other responsibility and/or liability in any capacity to either of the Employer or Apprentice in respect of the employment relationship between the Apprentice and the Employer.
- Nothing in this Commitment Statement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party as the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- No one other than a party to this Commitment Statement shall have any right to enforce any of its terms.
- This Commitment Statement shall be governed by and construed in accordance with English law and, without affecting the complaints procedure set out above, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**SIGNED:**

**Signed by the duly authorised representative of the Employer:**

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

Print Name: .....

Position: .....

**Signed by the duly authorised representative of the University of Suffolk:**

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

Print Name: .....

Position: .....

On behalf of the University of Suffolk

**Signed by the Apprentice:**

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

Print Name: .....

Position: .....

**Signed by the Apprentice's duly authorised representative (as applicable):**

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

Print Name: .....

## Annex 1

**Best Practice in Apprenticeships – These are guidelines only and set out suggested actions to ensure as positive and supportive an apprenticeship experience as possible for all parties.**

### **The Employer**

- Clearly identifies an appropriate job role for the Apprentice to carry out in order to meet the learning outcomes of the Apprenticeship Standard in collaboration and agreement with the University of Suffolk Personal Tutor.
- Ensures that an Apprenticeship Agreement is in place for the Apprentice.
- Identifies a named member of staff to liaise with the University of Suffolk Supervisor concerning the Apprenticeship.
- Identifies a named member of staff to support and supervise the Apprentice and monitor progress in collaboration with the University of Suffolk.
- Encourages the Apprentice to monitor their own development and progress, identify any changing developmental needs.
- Adapts the Apprentice role or makes reasonable adjustments where possible to meet individual needs of the Apprentice, ensuring the work is not beyond their capability and provides support where needed.
- Encourages the Apprentice to make suggestions on possible developments within the business as appropriate.
- Offers the Apprentice opportunities to learn about the workplace, the structure and wider activities of the business and the sector in which it operates where possible.
- Seeks to resolve any difficulties that might arise as quickly as possible.

### **The Apprentice**

- Researches the business and sector before starting the Apprenticeship.
- Has undertaken a personal skills audit to identify areas for development and personal objectives from the Apprenticeship.
- Carries out the role as described by the Employer to the best of their ability.
- Maintains a smart and business-like appearance.
- Behaves in a professional manner.
- Abides by any and all policies and procedures that apply to permanent members of staff of the Employer.
- Represents the Employer to clients, if required, to best of their ability.
- Maintains confidentiality of the organisation and any client information.
- Attends for work at the Employer and campus days at the University of Suffolk as required, notifying the Employer or University of Suffolk (as appropriate) of any absences due to incapacity immediately.
- The Apprentice will be entitled to [**number**] days' paid holiday during each holiday year of the Employer. In addition the Apprentice will be entitled to take the usual public bank holidays in England and Wales [**or a day in lieu where the Employer requires the Apprentice to work on a public holiday**].
- Monitors their own progress and development, recording and reflecting on these as they progress.
- Meets required deadlines, standards and learning outcomes for the work carried out.
- Actively seeks out and identifies further opportunities for personal development, both within the



Apprenticeship and elsewhere.

- Seeks to resolve any difficulties that might arise as quickly as possible.
- Works in a diligent and trustworthy manner to complete all required assignments and assessments (including the end-point assessment).

### **The University of Suffolk**

- Provides both Employers and Apprentices with information about the Apprenticeship scheme.
- Impartially presents appropriate candidates with documentation regarding how they meet the learning outcomes specified in the Standard.
- Identifies a named contact for both Employer and Apprentice before and during the Apprenticeship.
- Ensures that the Apprentice receives information about the learning outcome requirements and deadlines.
- Supports the Apprentice if requested to carry out an effective personal skills audit in preparation for the Apprenticeship at the cost of the Employer.
- Encourages each Apprentice to reflect on, and record, their progress.
- Evaluates the outcomes of the Apprenticeship.

### **During the Apprenticeship, the Apprentice should aim to:**

- Identify the skills and competencies they have that are relevant to the role they are performing.
- Record examples of situations in which they have demonstrated a particular skill or competency to meet the specified Learning Outcomes.
- Critically assess a business, identifying areas of best practice and those where change might be of benefit.
- Recognise different management and working styles and use these insights to work with others more effectively.
- Identify areas of personal skills, styles and competencies for development and plan how to achieve this.
- Develop awareness of personal impact e.g. appropriate behaviors, dress, body language etc.
- Identify the skills demonstrated in others' job roles.

## Annex 2 – Apprenticeship Key Details

Apprenticeship Content	Date(s)	Delivery Organisation	Funding	Mandatory for end-point assessment
<p>[Insert training or learning segment – including mandatory and other qualifications]</p> <p>[Any project for the purposes of the IP paragraph may also be inserted here]</p>	<p>[insert – it is important to include any key milestones for mandatory or other qualification achievements]</p>	<p>[insert Employer, University of Suffolk or third party details as appropriate - N.B. any subcontractors should be listed setting out each of their roles and responsibilities.]</p>	<p>[Insert one of the following:                      - eligible for funding from the Employer’s Digital Account or Government-Employer Co-Investment and necessary to meet any end-point assessment;                      - fully funded by the Employer (not eligible for co-investment);                      - fully funded by the ESFA (e.g. English and Maths)]</p>	<p>[Yes / No]</p>
<p>[English and Maths]</p>				
<p>End-point assessment</p>		<p>[N.B. organisation must be listed on the Register of Apprentice Assessment Organisations and the University must have a written agreement in place with any third party assessment organisation setting out the arrangements for end-point assessment, including any arrangements for any re-takes and payments.]</p>		

**Additional information:** [to be included or deleted as applicable]

[It is acknowledged that the Apprentice has previously completed a qualification at the same or a higher level than the Apprenticeship, but the parties agree that the Apprenticeship will allow the Apprentice to acquire substantive new skills and that the content of the training is materially different from any prior qualification or a previous apprenticeship. Evidence of this should be retained – see P207.26 of the Funding Rules].