

Arch Sub-Contract Partnership Statement

Policy Statement

BC Arch Limited trading as Arch Apprenticeships (Arch) is committed to delivering high quality learning through apprenticeship standards. This is done either through Arch directly, or via one of its carefully selected subcontract partnerships. This statement explains the process, costs and expectations from Arch when entering into a subcontract partnership.

Scope

This policy is applicable to all subcontract partnerships entered into with Arch.

Learning that works

Arch works with industry partners to deliver professional qualifications which are embedded into the Apprenticeship standards. This enables Arch to meet the needs of its diverse employer base and provide relevant training to its employers around the country.

Leading UK businesses are working with Arch to build the workforce of the future.

Partnering with subcontractors who are experts in their own field ensures we are able to deliver best in sector learning.

It is Arch's policy to only subcontract with a partner who can complement and strengthen our existing product portfolio and Academies.

Our Partners

Our subcontracting arrangement with [The University of Buckingham](#) has allowed Arch to strengthen our Data Academy offering for our clients and apprentices enabling progression from our already well-established [Level 4 Data Analyst](#) apprenticeship to the [Level 7 Business-Ready Data Scientist](#) where an element of the delivery for the integrated degree will be subcontracted.

All other subcontracting arrangements are planned to be phased out through a planned teach out as we continue to progress into the academic year 2022/2023.

Subcontracting Process

Arch will consider working with subcontractors if a strong business case is established. The partnership should be in the best interest of the learner, employer, and Arch.

The proposal should meet the strategic direction of Arch and follow our mission adhering to our values.

Upon commencement of the subcontracting process, we will consider a Business Case Proposal to ensure that the subcontracting will be in the best interests of all parties.

Arch will ensure that sufficient resource and knowledge is within the delivery team to ensure a high quality of provision.

† +44 (0)20 8080 6482 e enquiries@archapprentices.co.uk w www.ArchApprentices.co.uk

BC Arch Limited T/A Arch Apprentices. Company Registration: 08151723. VAT Registration No: 143336432
Registered Address: 6th Floor Translation & I Hub Building, 80 Wood Lane, London, W12 0BZ

Arch will ensure sufficient funding is available, and that Arch can demonstrate good value for money.

Monitoring of the Subcontract Provision

Subcontract partners will be expected to meet the quality standards expected from Arch. The partner will be expected to meet with the Arch Quality and Compliance teams each month to monitor the provision.

Arch will share best practice and include the partner in training and coaching applicable to the partner.

Arch will complete annual site visits (which will be conducted remotely for the foreseeable future), and regular observations of teaching learning and assessment. Arch will also sample and monitor the work learners are completing with the partner.

All compliance paperwork and submissions to the ESFA will be completed by the Arch funding and audit team.

Management Fees

Arch work with Subcontracting Partners to provide the best possible delivery package for the employer and apprentice. At present Arch does not charge a management fee and instead agree a fixed fee for its subcontracted services, which includes a robust subcontract management process for the chosen partner to follow. This comprises of regular contract review meetings, annual audits, and site visits (which will be conducted remotely for the foreseeable future), as well as regular quality assurance across the subcontracted provision.

Arch reserves the right to review this each year should the standard of delivery drop, or the partner require additional support and guidance. This would be negotiated during the annual review.

Payment Arrangements

Arch agrees to pay the subcontracting partner payments for the Subcontracted Services, subject to the Subcontractor performing its obligations under this Agreement satisfactorily and within the time scales set by Arch.

The Subcontractor will invoice Arch for subcontracted work provided to active apprentices (defined as apprentice starts processed which have not completed or left the programme) for all courses started in that quarter, timing of invoice being quarterly in arrears.

The subcontracted work will be priced based on the pricing agreed within the relevant contract. Provided that (i) Arch does not dispute the invoice or supporting data within five (5) days of receipt, and (ii), the Subcontractor has raised the invoice and provided supporting data within 10 working days of the start of the month in which the invoice is due, Arch will transfer funds within 14 working days of the date of Invoice in respect of fees due to it under the agreed contract.

Each invoice will include a schedule breakdown of the learners the costs relate to. Where a learner leaves the programme and Arch is no longer entitled to monthly payments from the ESFA or the employer for that learner, and so long as Arch has

informed the subcontractor to remove this learner, then the subcontractor will not be entitled to future payments for courses attended by that particular learner, but will be for all courses up until notified of leaving.

Where an employer has negotiated a discount from the maximum funding band with Arch, the Subcontractor will also reflect this discount in their pricing up to a maximum of 10% of their standard rates. Any reduction more than 10% will need to be pre-agreed with the Subcontractor before Arch commits to the work.

Payments from Arch to the Subcontractor will be withheld, and Arch will have no liability to the Subcontractor, if the ESFA claims money back from Arch in respect of any of the Subcontracted Services; and/or requires that any or all of the Sub-Contracted Services undertaken by the Subcontractor be performed again to such a standard as it may reasonably require under Arch or the ESFA Rules; the Subcontractor undertakes to indemnify Arch for any and all costs associated with such action by the ESFA.

Policy Communication

This policy is shared with all subcontract partners before the partnership is formed and reviewed each year during the annual contract review.

Contingency Plan

If the subcontracting partner is unable to continue to deliver either temporarily or permanently, then Arch will review the options and use one of the following solutions:-

- Use Arch staff and resources to deliver the required sessions.
- Use contractors to deliver the sessions at Arch premises' or online as agreed.
- Transfer the learners to an alternative subcontracting partner.

Review of policy

Review of subcontract statement will be in August 2021

