

170323 – Updated SEATS FAQs

The following FAQs have arisen from the SEATS ITT clarification period. They have come from various prospective applicants and have been edited to anonymise the responses. These will be added to the SEATS site FAQs page within the next 2 days. www.seatshub.org

There is an absence of reference to the ESFA within the agreement. As we are delivering apprenticeship training we are strictly governed by the ESFA and ESFA Rules. To this end, we would expect to see reference to this within the agreement. Please can this be updated to make reference to ESFA?

That is correct. On review of the ESA it appears that reference to ESFA and their funding rules, which should have been carried over from the ITT Spec doc, where ESFA and OfS and general compliance with apprenticeship funding rules are mentioned. We will amend this in a final version of the Education Services Agreement (ESA).

It is unclear from the contract if there will be a separate SEATS call off contract for each employer – please can a template be provided for review if so? Alternatively please confirm if it will be up to providers and employers to arrange separate contracts?

We would expect to look at that if required after the initial ITT phase is completed and we move to the more detailed contracting phase. This is partly to accommodate a range of expected asks from potential HEIs related to that stage.

Please can further details be provided for the schedules within the contract as these appear incomplete. Alternatively please confirm if these will be negotiated/agreed prior to contract award/signature?

Any additional schedules to the main ESA will be developed and form part of the contract negotiation in the next stage of the procurement.

Please can you confirm if the 5% brokerage/referral fee arrangements relate to the initial contract/initial numbers placed with an employer or do they carry on in perpetuity for future learners placed with the same employer? This is unclear from the current contract.

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The 5% would apply to future cohorts effectively brokered by SEATS and delivered by the HEI providers. We would expect the employers to issue calls from time to time where new provision is identified. However, we would not likely expect existing providers to undertake a new ITT application provided SEATS's assessment of employer satisfaction is positive and / or contract renewal is expected. Please note responses to other queries about fees.

Please can you clarify how the 5% management fee will be charged in practice? Will this require management information to be submitted to SEATS?

The process for applying the 5%+ fee will require some management information to be shared between SEATS and the provider(s).

The 5% is designed to support growth, notably:

- business development activity, to connect HEI Partner(s) to Essex businesses
- promotional work in Essex to engage local residents in the training
- broker expansion of SEATS through administering a business advisory board and supporting grant funding opportunities

This is not a typical 'framework fee' i.e. it's not about simply covering administration costs. This is an innovative industry brokerage, to capitalise on the power/opportunity of bringing employers together in Essex, to ensure viable volumes of trainees for specialist high technical functions, notably in engineering, logistics and digital skills.

We are considering applying for the Digital and Technology Solutions L6 Standard. Do SEATS have any estimate on volumes/demand from employers for this programme?

We cannot confirm the precise ask of employers at this time, but the ITT Return is designed to enable us to present provider capacity to the employers, which in turn will enable SEATS to confirm more accurately the ask of the employers especially vis a vis newer provision that may come on stream.

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Are you able to advise on future standards you are considering introducing?

It is likely that additional areas of provision will be developed and added to the employers’ requirements, including Standards in leadership and management related higher level apprenticeships.

During the webinar opportunity it was advised that there were 3 Standards where the majority of employer demand is expected. Are you able to advise what these Standards are?

From prior development work, we can identify 3 main subject areas or routes - not 3 standards. See the table below. There are 3 broad priority areas, which are engineering, logistics and digital (inclusive of the subsets such as systems engineering).

Table of priority training required for September 2023:

Engineering
Electronic / Electrical Engineering - Level 5
Mechanical Engineering - Level 5
Electronic / Electrical Engineering - Level 4
Mechanical Engineering - Level 4
Management & Leadership
Management & Leadership - Level 5
Coaching Apprenticeship - Level 5
Emerging Leader Experience (ELX) - Level 4
Management & Leadership - Level 3
Logistics
Logistics - Level 5
Logistics - Level 4
Other
Information Technology - Level 5 (and above)
Software Engineering
Software Developer - Level 4
Software Developer - Level 4

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Clause 1.15 mentions an expected fee equivalent to 5% of overall revenue received by the contracted HEI Partner from the training provision. This is substantially higher than similar Frameworks which tend to be 1%. Is there any room for negotiation on this? If not, are you able to advise what support is provided for that 5%?

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In relation to the 5%, is there scope to negotiate this figure after a set number of year's provision?

Yes- the model- what, who, when, how - and any associated fees will need to be adapted to fit needs and agility is required and very welcome. Fee rates may also be negotiable in relation to total volumes where these are significant.

How many Standards are expected to be required in this ITT round?

This may vary. The employers have a strong weighting across 3 routes which may mean 6-12 depending on the HEI's capacity to deliver those in the listings. That's ITT aims to match the employers' asks to actual provision on offer as this has been a major block to them engaging to date and for creating SEATS. See other responses to similar questions in the FAQs.

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Please can you confirm if there is any wording missing from clause 6.1 as it reads as though it may be incomplete

There is no wording missing to 6.1 in the Education Service Agreement. Provision has been made to potentially add referencing to a broader range of training/fees should this be required by employers.

This is likely to involve Apprenticeship Levy Funding but may include other funding, if, for example, an employer wants additional bespoke training.

Would SEATS be agreeable to tying down clause 7.5 to expenses agreed in advance in writing with the Provider?

Yes. SEATS would welcome this. The more you can clarify and confirm expectations, costs and other requirements, the better.

Would SEATS be agreeable to making the payment timeframe under clause 7.5 30 days from receipt of invoice?

Yes, this is standard good practice.

We have existing internal anti-bribery and anti-corruption policies which are compliant with the Relevant Requirements, would SEATS agree for clause 9.2 to be amended to reflect that we will comply with our own policies?

Yes, after review of your policies, for due diligence, and with the requirement that you provide notice of any proposed changes to your policies and procedures. Fundamentally, there will also be an express stipulation to work within the legal framework (as you would expect, on these matters).

Would SEATS be agreeable to amendments to clause 12 namely to make the exclusion of indirect, consequential and special losses mutual and to add a reasonable cap on the Provider's liability?

Yes in principle, but obviously, the detail you propose would require review from SEATS Ltd on the specifics, prior to any approval. Please include any details you propose, with your ITT, for managing expectations.

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Would SEATS be agreeable to amending clause 15.2 so that neither party may assign, transfer, etc without the other party's written consent?

Yes, subject to review of the detail of the clause proposed.

Would SEATS agree to amend clause 15.8 so that notices cannot be served by email and so that any notices sent by post must be signed for?

Yes, subject to review of the final detail of the clause proposed, but the principle is fine.

Would SEATS be agreeable for the Provider to put forward a clause to cover intellectual property?

Yes, prospective providers are welcome to propose a clause to cover IP. This will need careful consideration of employers' IP too.

Would SEATS be agreeable for the Provider to put forward provisions to cover Freedom of Information requests; dispute resolution; restriction on use of logos/name of other party; confirming no partnership established; and compliance with the ESFA rules?

Yes, in principle, on all matters reference.

Any funding is always subject to ESFA rules.

Freedom of Information requests are subject to legislative duties.

Dispute resolution and referencing to brands/ proprietary protocols are more open for flexibilities, so prospective providers are welcome to propose any changes and be clear about their requirements and any points for negotiation.

The point of raising the legal terms now is to ensure that there are no impediments to a fast contracting process, given the intention to commence training in the Autumn.

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We note that SEATS have not provided a template agreement between the Provider and the Employers, can we use our standard term agreement with Employers?

SEATS is assuming the standard agreement, as referenced by the ESFA would form the basis of any agreement between the Provider and individual Employers.

Does the training have to be delivered in South Essex or can it be delivered at a providers' site that isn't in Essex?

There is an expectation that training be available in Essex, at work. SEATS' founding employers have committed to provision of work-based space to support industry-based training, for ease of access to employees, and for local residents of Essex to benefit directly. SEATS recognises the potential to use online/digital access to training too, and welcomes any hybrid solutions that offer flexibility, in the context of the ambitions for Essex.

There is no Clause 6 in the ITT.

Clause 6.1 for the Education Service Agreement (appended to the ITT) explains that the ESFA standard Template Apprenticeship Agreement would be used for contracting any apprenticeship provision.

This is likely to involve Apprenticeship Levy Funding but may include other funding, if, for example, an employer wants additional bespoke training

Under clause 7.1 we note a fee will be payable to SEATS each time the education provider enters into a contract with an employer. In this regard, entire Clause 7 of the Agreement (fees and payments) have been stated to continue to have effect even after termination of the Agreement. Please provide clarity on how long this may be utilised for and at what rate please?

Current proposed financial and contractual arrangements apply in the context of this financial year i.e. August 23 to July 24. SEATS recognise arrangements will need to be agile, grow and adapt to needs, and expect change, and are open to it.

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If successful, will the rate be detailed per opportunity?

Yes, as each standard has a different pricing depending on type, duration and level.

Will the successful organisation be the sole provider for delivering these standards to these organisations in this area?

Potentially, if they can offer the full requirements, a sole provider would be the ideal outcome. It is envisaged that in most scenarios a specific provider would be sole provider of a range of specific apprenticeships, even if additional providers were successful, but delivered other requirements for the range of employers.

We're aware that there's a need to deliver this in the Essex area, we have a site in a proximate location very near Essex and / or key employers. Will this qualify in this instance?

Delivery is anticipated to be in the workplace, therefore we expect employers to make training space available to the 'off the job' training. However, a base easily accessible from South Essex and would be a suitable venue for training. Some provision is expected to be a combination of workplace based or distance / blended learning so specific venues in Essex are helpful but not essential especially if the employer venues can be used where relevant.

What assurances are you able to provide us with in terms of minimum numbers for each apprenticeship cohort?

As part of the SEATS development and business planning, employers have been involved in the indicative planning. The large employers have on-going recruitment of apprentices, which will be part of SEATS. The ITT process is intended to identify the capacity of providers to meet the expected needs of employers based on ONA of their requirements to date.

Will the 60- 100 cohort start from September or could they have different start dates throughout the year? i.e. 20 starts in September, 20 in January, etc.

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Planning has suggested that most of the 60-100 cohort will start in Sept/Oct 2023, but as SEATS develops and has an HE partner, it would be anticipated that in-year starts could be achieved. The ITT return is designed to enable providers to indicate when they might themselves have capacity to deliver specific apprenticeships at different in-year time points. This may be useful should more than one provider be required for some apprenticeship routes or if a provider is not expecting to be able to deliver from September.

Do you have any indication of the current split between the Standards? i.e. The five partner organisations may have a large need for “Cyber Security Technologist” and a smaller need for “Port Marine Operations Officer”.

The business planning process with employers does enable SEATS to have a high level indication of the likely weighting of the apprenticeships required. However, the employers will also be reviewing the capacity of providers identified in the ITT process to deliver specific apprenticeships. This may mean some changes to the weighting of their ask for 2023/24. Please not FAQ responses to similar questions.

Do you have an indication on the organisations current recruitment demands at the moment? i.e. They may have a need for “Software Testers” as an example.

The business planning process does provide some indications of apprenticeships required related to the knowledge, skills and behaviours of specific apprenticeship standards across the priority industry routes.

Are you able to share how many staff are currently employed in the five organisations in SEATS (In the target geographical area)?

This information may be in the public domain. The employers are named on the SEATS site.

Do you have an indication of future numbers for 2024/2025 at this stage?

60-100, but SEATS has an ambitious plan to grow with its HE partner. The Thames Freeport will support economic development and more jobs/training opportunities

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We understand that further standards may be added to the provision as we progress, but could there be opportunities to update this list of standards with non-technical subjects? I.e. Will there be a future conversations about delivering other standards such as marketing, business admins as examples.

Yes, definitely, we are looking for a partner who will undertake such training needs analysis and offer breadth as required by employers. Notably areas such as leadership and management are expected to be added relatively early in the expansion of the offer. Please see FAQs responses to similar questions.

We understand that the contract is for one year, with the possibility of extending. If successful, will we have to tender each year?

If a provider is meeting the expected outputs and quality expectations the contract extension process would not be expected to undertake a full new tender submission for SEATS related employer engagement. Note the contract between the employer and the provider will be subject to terms and conditions specific to those contracts and would be an aspect considered by SEATS related to the feedback and satisfaction of the employer(s).

For delivery of practice training, have the organisations expressed that we can use their facilities? If so, will they also allow other organisations to be trained at their facility? I.e. Will Ford allow for Leonardo apprentices to be trained at their own facility?

It is expected that there will be some cross-over of employees. One of the added value benefits of SEATS is that it will enable different employers to generate greater employee capacity to justify provision.

Are you please able to provide clarity on point 2.12 on the ITT document please? Is this referring to capital costs of setting up a school, perhaps?

Apologies if this was unclear, this is not about capital costs or building works at this time. The term ‘working capital’ refers to the business requiring £40k of cash for business operations.

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Who has the OFSTED responsibility in this arrangement, the successful organisation or SEATS?

The provider will enter into the contracting model required for apprenticeship provision with the employer(s). This will mean that the provider will have responsibility for matters pertaining to Ofsted / OfS as applicable.

Is there a preference for mode of delivery? i.e. Block-release or one-day delivery?

This may vary depending on the specific apprenticeships offered and the final contracting with employers, but a mix may well be possible. This will be an aspect explored further with initially successful ITT applicants and the employer(s) within SEATS.

Supporting evidence required for question 14. After reading what is required to answer this question, our strategic vision and our contribution to SDG's is the most appropriate supporting evidence. These are not in a text format. The strategic vision is in pdf format with charts and graphs, and the SDG's is available on our website. Can you advise the best way to include these, given you have requested no additional attachments or links? Or would we need to create something in text form based on the above?

As you can imagine we are wanting to avoid applicants sending us large documents with too much information that may only include some relevant sections to the core of the ITT's purpose. We aren't in a position to read and assess potentially a large number of such docs, hence seeking to get a précis. What we suggest is cutting and pasting in the most relevant passages from your strategic documents that best respond to the question. We are really looking at this point for a relatively high-level statement so you may equally prefer to summarise that based on your document(s) which you may also reference or provide a link to.

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Data Protection *Schedule 5* Clause 2.1 incorrectly refers to Clause 13 when it should be referring to Clause 2.1 itself

Clause 2.2 for clarity the text in brackets should read (in their respective capacities as independent Data Controllers).

We have received a number of responses regarding details in the Education Services Agreement (ESA) and we will ensure that these are taken into account within the final ESA issued.

Insurance

The provisions within clause 12, specifically 12.2, 12.3 and 12.4, protect only SEATS, so you will want to consider making these protections reciprocal.

We will consider any proposed revisions within the contracts phase.

Can you please confirm if changes to the template agreement can be proposed. If so, please confirm how these changes should be submitted and by what deadline.

Changes to the template should not be made. If there is an issue completing it please contact us for advice.

In the Response Pro-forma (Appendix 2), the L6 Data Scientist standard is listed as being 24 months and having a fee of £17,000. However, the IfATE website lists this as 36 months, and £19,000. Can you please clarify?

This may have changed since the list was drafted. Some Standards were mid review and this may be one of those. Naturally the latest valid Standard on the IfATE site will be applicable.

In relation to Q2 on the Response Pro-forma (SEATS ITT Template tab – row 20), can you please clarify further what the number of starts represents?

This means the number of students that might start at that given census point. This is intended to help identify start windows if a provider or an employer was unable to start all apprentices in September 2023.