**MODERN APPRENTICESHIP SERVICE LEVEL AGREEMENT**

Please complete this form using block capitals.

In line with our responsibilities in terms of the Data Protection Act 1998, we will use the information you give us on this form to confirm eligibility for funding support.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| SECTION 1 – to be completed by the provider | | | | |  | |  |
| Provider name | Oilean (Training and Nurture) Ltd | | | | | | |
| Address | 128 Overton Mains, Kirkcaldy | | | | | | |
| Postcode | KY1 3JP |  | |  | | | |
| Contact Name | John Cran |  | |  | | | |
| Telephone Number | 08443577876 |  | |  | | | |
| Email Address | john@oilean.co.uk |  | |  | | | |
| SECTION 2 – to be completed by the employer | | | | | | | |
| Trainee Name |  | | Other name/title | | |  | |
| Date of Birth |  | | | | | | |
| Address |  | | | | | | |
| Postcode |  | Tel No | |  | | | |
| NI Number |  | Mob No | |  | | | |
| Unemployment Duration  Months | 0-6  □ 6-12  □ 12+ | SCN:  Email: | | | | | |
| Employment Details | Start Date | | | | | | |
| Modern Apprenticeship Details | Job Title: | | | | | | |
| Framework: | | | | | | |
| Qualification: | | | | | | |
| Company name |  | | | | | | |
| Address |  | | | | | | |
| Postcode |  | | | | | | |
| Contact Name |  | | | | | | |
| Telephone Number |  | | | | | | |
| Email Address |  | | | | | | |

The **Employer’s responsibilities** are to:

1. Employ the modern apprentice subject to the employer’s usual terms and conditions of employment;
2. Provide the modern apprentice with the facilities, training and work place opportunities necessary to achieve the selected Framework outcomes specified in the apprentice’s personal training plan;
3. Undertake and participate in 13 week reviews
4. Pay the modern apprentice an agreed salary which reflects the obligations of the employer and the opportunities for the apprentice;
5. In the event of the employer becoming unable to retain the modern apprentice after completion of the apprenticeship, to use reasonable endeavours to secure employment elsewhere;
6. In the event of the apprenticeship being terminated prematurely by either the employer or modern apprentice for any reason other than dismissal for unsatisfactory performance or misconduct, to use reasonable endeavours to secure employment and continuation of this apprenticeship elsewhere;
7. Operate a formal Health and Safety policy and undertake the necessary legal and contractual responsibilities for health and safety of the modern apprentice; and
8. Operate an Equal Opportunities policy and a Data Protection policy which meets all legal requirements.
9. Enable the assessor to be able to observe the Modern Apprentices practice as part of the standard conditions agreed with clients
10. Enable the assessor, IV and EV and SDS assessors to be able to observe the candidates practice and to access premises and all the evidence required for the candidate’s portfolio.
11. Pay the appropriate employer’s contribution towards the cost of the Modern Apprentice’s award.

The **Modern Apprentice’s** responsibilities are to:

1. Work for the employer in accordance with the agreed terms and conditions of employment;
2. Undertake training, attend courses if required, keep records, and take assessments to be determined by the employer and/or Modern Apprenticeship Centre, and carry out such work as may be required in order to achieve the selected Framework outcomes specified in the apprentice’s personal training plan;
3. Undertake and participate in 13 week reviews
4. Agree to the assessor to be able to observe the Modern Apprentice practice and to access all the evidence required for their portfolio.
5. Agree to the assessor, IV and EV to access all the evidence required for the Modern Apprentice’s portfolio
6. Be diligent, punctual, behave in a responsible manner and in accordance with the requirements of Health and Safety legislation relating to the apprentice’s responsibilities as an individual; and
7. Promote at all times the employer’s best interests.
8. Under data protection; candidate gives permission for Oilean to open, copy, and forward to the candidate any certification received in the Oilean office.
9. SQA’s Quality Framework (criteria3.1e and 3.1f) states that centres must take appropriate steps to minimise the risk of plagiarism and ensure that assessment evidence is the candidates own work, and I confirm that the contents of the portfolio is my own work.
10. Candidate gives permission to Oilean posting comments on ‘*Oilean Training and Nurture’* Facebook’ Page
11. Candidate acknowledges they can not apply for ILA 200 or SAAS part-time fee grant in the same year as seeking approval for Modern Apprenticeship Funding

The **Centre’s** responsibilities are to:

1. Agree the content of the modern apprentice’s personal training plan as confirming that the selected Framework outcomes and training plans meet the criteria of this modern apprenticeship
2. Contract with the employer to provide the training and assessment necessary to enable the modern apprentice to achieve the selected Framework outcomes specified in the apprentice’s personal training plan;
3. Undertake and participate in 13 week reviews
4. Use its best endeavors to ensure that the employer provides the modern apprentice with the facilities, training and work place opportunities necessary to achieve the selected Framework outcomes specified in the apprentice’s personal training plan.
5. Support the employer and Modern Apprentice to meet the conditions of this Service Level Agreement and achieve a successful outcome.

**Trainee Confirmation:**

Trainee Signature Date

**Employer Confirmation:**

Employer Signature Date

Print Name

**Provider Declaration:**

I confirm that the eligibility criteria given above comply with the recruitment conditions and that the start is on CTS.

Provider Signature Date

Print Name