



GROUP TRAINING
ASSOCIATIONS

Outstanding Training for Industry *by Industry*

GTA ENGLAND

**PROSPECTUS FOR THE ESTABLISHMENT OF A
COLLABORATIVE CONTRACTING CONSORTIUM**

DECEMBER 2012

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1 INTRODUCTION

1.1 *Foreword and Introduction*

Dear Members

The collaborative contract is now well into its first year of operation and I want to take this opportunity to give a brief appraisal of its effectiveness to date, and to follow up the commitments made at our meeting in January 2012.

We highlighted three criteria we thought were most important to the network - quality, cost and growth. On those criteria I believe the benefits of the collaborative contract to date are:

Quality

The quality audits, feedback and resulting reports carried out so far have proved extremely useful to self-assessment and quality improvement. We value Jane as a shared quality manager and are confident that this new, cost-effective resource will prove vital in implementing the improvements necessary to keep pace with the demands of the new Common Inspection Framework.

Cost

Aside from the aforementioned shared quality input, we are looking forward to realising savings on MIS software and eventually, staffing. None of us have yet felt able to reduce MIS staffing, but we are confident that savings will emerge. The contract levy is no more than 3%, far below the levels experienced with most subcontracting.

Growth

To date, we have not exceeded our combined contract value (although we have used all of our 16-18 funding which is a strong result) so growth hasn't yet been on the agenda. However, we have experienced a significant benefit that as single providers, we have not experienced for a long time. Our contract is managed by an SFA Director who is excited by this new venture and is keen to see it thrive and grow. This is a very different experience from what we have been used to in recent years and is a welcome change. I hope we will be able to report healthy growth in membership of the consortium for next year.

Please do not hesitate to give me a call if you have questions about joining the consortium, and I will be happy to help. We look forward to receiving your applications.
With best wishes for 2013,



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GTAs are faced with reviewing their position within this context and to select a strategic response in terms of viewing the cost of the “management fee” versus an investment towards joint objectives which are defined in terms of the benefits below:

- Continued autonomy to respond to local needs; protection of identity (UKPRN number retained to pursue other non-Apprenticeship funding opportunities)
- As a national Provider with reach; open up other lines of funding such as the EFA; JC+
- National profile and influence on policy development; placing the GTA brand on an even more secure footing
- Access to capital and development funding and attractiveness to funders

- Procurement and other cost savings – joint purchasing, shared services and collaborative quality and self-assessment
- Shared capacity, resources and intelligence
- Contract growth – potential to be one of the largest providers in the country
- Virement between GTAs to maximise contract utilisation objectively handled by GTA England
- Quality development; Peer referencing; Benchmarking

The sections in this Prospectus have been established in consultation with Members in order to respond and resolve the issues, particularly those around protecting identities and local autonomy; exit strategies in the unlikely event of a member wishing to leave the consortium. It is hoped that this provides reassurance to individual GTAs.

1.2 Aims, key principles and objectives

The overall aim is to create collaborative contracting and management arrangements by which all GTAs, as autonomous organisations, can work within the framework of a single contract.

The following **key principles** have guided the creation of this prospectus:

- New arrangements will protect the self-determination and identities of individual GTAs;
- The primary focus of central functions will be contract management and compliance;
- The levy required to fund a central function will be kept as low as possible;
- Consideration will continue to be given to how individual GTAs can contribute to central functions potentially in lieu of a proportion of any levy;
- There must be a clear line of sight between the role of GTA England as a membership organisation, and the co-ordination of collaborative contracting arrangements. Respective roles and relationships will be clearly defined. Individual GTAs are free to join or not join the contracting arrangements separately from participation in GTA England. All GTA Contracting Consortium members will be members of GTA England;
- Each individual GTA will retain a unique UK Provider Reference Number (UKPRN) to enable accurate reporting of performance in terms of contract delivery, success rates and Framework for Excellence indicators. This will allow continuing freedom for local GTAs to respond to funding opportunities that may arise.

The **objectives** of the consortium have been articulated in its first annual plan. Each year the consortium will set specific, measurable objectives and related key performance indicators.

Membership of the consortium represents a commitment to its aim and objectives, and to working co-operatively towards realising the potential benefits. It is unlikely that in its formation years there will be financial benefits to members. Over time, as the consortium becomes established there will be significant growth and development opportunities.

1.3 Timetable for Year 2

Publish prospectus	Early January 2013
Submissions to GTA England of consortium membership application form and fee	February 2013
Review of submissions Due diligence begins Initial indication to the Skills Funding Agency of planned course of action	February 2013
Results of review of submissions communicated Due diligence ends	March 2013
Contracts issued, signed and returned Deadline for notification to the Skills Funding Agency of each GTAs "final and formal course of action". New arrangements will need to have been submitted on ACTOR. Final funding calculations issued to all providers. GTAs and GTA England confirm in writing to the Agency that they are working together. 1 st Consortium Management Board meeting	May 2013 but governed by SFA timescale
Annual review of Data and Finance service	May 2013
ILR migrated into a single database for consortium operation	July 2013
Second year delivery under Consortium management	August 2013

2 GOVERNANCE AND MEMBERSHIP

2.1 Entry to the Consortium

Only full members of GTA England are eligible to join the GTA England Collaborative Contracting Consortium. Processes for initial entry to the Consortium are set out in section 5.

Membership applications will be invited annually in line with the contract year.

2.2 Exit from the Consortium

Member GTAs will join the Consortium with an expectation of continuity and long-term membership. Clearly either party to the contract could terminate the contract. Detailed clauses will be included in the contract documentation relating to:

1. Circumstances in which the contract can be terminated;
2. Arrangements for learners if the contract expires or is terminated;
3. Breach of contract;
4. Termination processes.

Exit from the consortium other than for breach of contract would:

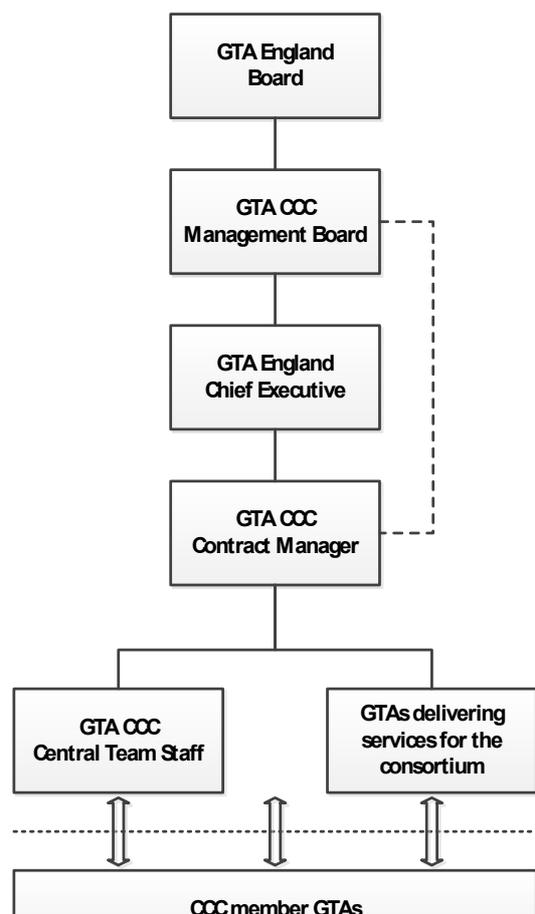
1. Only be at the end of a contracting year and with a minimum of six months notice;
2. Be based on the full-year, drawn-down contract value, including any in-year adjustments made by the consortium, and learner volumes in that final year;
3. Normally transfer responsibility for all learners at the end of the contract to the sub-contractor;
4. Be subject to any intervention by the Skills Funding Agency.

In the event that a member of the Consortium wishes to leave, there is an understanding that:

- Any agreement will be between GTA England and the subcontractor to establish contract value and learners to transfer, and not involve the SFA;
- If GTA England is in agreement, it will contact the SFA who have agreed to novate a contract back to the subcontractor subject to the subcontractor meeting the prevailing minimum levels of contract policy and subject to the terms of the funding agreement with the Agency at that time and current registration on the RTO.

2.3 Contract Oversight and Management

The following diagram sets out the key roles and relationships within the consortium which are described on the following page.



Group / Description	Role
GTA England Board	Ultimate responsibility for the Skills Funding Agency contract. Delegate authority to the GTA CCC Management Board to oversee the strategic direction and operational delivery of the contract.
GTA CCC Management Board	Oversight of the strategic direction and operational delivery of the contract. Assurance to the GTA England Board of Skills Funding Agency contract delivery and compliance. The membership of the GTA CCC Management Board will comprise of: <ul style="list-style-type: none"> • In years 1-3, all Consortium Members with one Board member per organisation; • From year 4, and subject to review, representative elected members.
GTA England Chief Executive	Signatory of the Skills Funding Agency contract. Overall responsibility for the operation of the consortium. Assurance to the GTA CCC Board of Skills Funding Agency contract delivery and compliance.
GTA CCC Contract Manager	Day to day operational responsibility for the management of the consortium. Supporting the GTA England Chief Executive in reporting to the CCC Management Board.
GTA CCC Staff	Delivery of central services for the consortium.
CCC member GTAs delivering services for the consortium	Delivery of central services for the consortium.
CCC member GTAs	Responsibility for the delivery as sub-contractors to GTA England.

2.4 Secretariat and External Advisers

The CCC Central Team will

- provide secretariat services for the Management Board and any sub-groups of the Board;
- be responsible for the procurement of any external accountancy, audit, legal or professional advisers as may be required for the effective operation of the consortium.

2.5 Code of conduct

Members of the Consortium Management Board would be required to sign up to a Code of Conduct, aligned closely to the GTA culture. A proposed Code of Conduct is set out in ANNEX 1: Code of conduct on Page 23.

3 CONSORTIUM MEMBER SERVICES

3.1 Introduction

The key principles of the collaboration (set out in “*GTA England - Collaborative Contracting 2011 - Report v3 (Final) April 2011*”) include the following:

- *“The primary focus of any central functions will be contract management and compliance.*
- *Any levy to fund a central function will be kept as low as possible.*
- *Consideration will be given to how individual GTAs can contribute to central functions potentially in lieu of a proportion of any levy.”*

This section:

- sets out the range of services to be provided for consortium members.
- differentiates between those where the aim is for them to be delivered centrally and those to be delivered by GTA England members. At this stage, GTAs who are members of GTA England but not applying for consortium membership are welcome to apply to run consortium services.
- sets out the configuration of the CCC central team and estimates the set-up and year one running costs.
- sets out the formula and mechanism for recovery of the management levy, and for their review.

3.2 Data and Finance Services

We have entered into a contract with ATG Training for the provision of a data and finance service to GTA England. The elements covered by this service are:

- Information systems - Data, records keeping and provision of information (4.3.2)
- ILR and learner documentation collection and management (4.3.3)
- Financial Management - Invoicing, payments, processing and taxation (4.5.1)
- Financial Assurance and Monitoring (4.5.2)

This service is contracted for 3 years and is subject to an annual review

3.3 Configuration of the CCC Central Team

In order to optimise the cost of the central team and maximise value for money, a team of 2 FTEs plus a contribution from the Chief Executive of GTA England as illustrated in the diagram below.

Hosting and provision of office facilities for central team is provided through a GTA and funded through the management levy. This would include office space and equipment, IT and communications hardware, utilities and appropriate insurance. Human resources and employment contracting would be the responsibility of GTA England.

3.4 Management Levy

In the light of the successful launch and operation in year 1, the management levy is based on the costs of providing an overall contract management and quality improvement function and also payments to a GTA for the provision of central services for data and finance.

There are elements of fixed and variable costs dependant on the number of GTAs participating in the contract arrangement. Based on the anticipated volume of GTAs participating in 2013-14 contract year the management levy fees in operation in 2012-13 are appropriate

SFA Contract value	Management Levy
Over £2m	£32,000
Over £1m up to £2m	£24,000
Up to £1m	£18,000

These rates will be reviewed in the light of confirmation of the number of GTAs entering in 2013-14 and annually thereafter, however we aim to maintain an upper ceiling of 3% of individual contract values as established for 2012-13.

Application fee

In order to maintain the competitiveness of the management levy an application fee has been in operation from 2012-13. The application fee is £2,000 (inc Vat) has been set to signal individual GTA's commitment to the consortium and to cover the costs of due diligence and the administration of the application process which involves site visits and travel/accommodation. This is based on year 1 operational experience

4 SERVICE LEVEL AGREEMENT

4.1 Introduction

The Service Level Agreement (SLA) forms part of the consortium membership agreement / contract, clearly setting out the operational responsibilities of all parties. The SLA will be developed into a Consortium Operations Manual.

Responsibilities are shown in the SLA as being split between the consortium and individual consortium members. Throughout the SLA services shown as "GTA England Responsibilities" will be delivered by either the central team or by GTA England members.

4.2 Contract Management

4.2.1 Annual planning, business cycle and negotiation with the Skills Funding Agency

GTA England Responsibilities *	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Hold strategic responsibility for production of an Annual Consortium Plan(s) in accordance the requirements of and in negotiation with the Skills Funding Agency. 2. Hold strategic responsibility for monitoring of Performance, Quality Improvement, Equality & Diversity, Safeguarding, and Health & Safety. 3. Agree targets at consortium and individual member level which as a starting point are likely to include: <ul style="list-style-type: none"> • contract delivery • finance • recruitment • attendance • retention • achievement and qualifications • success • destination or other impact monitoring • complaints • H&S • safeguarding • equality and diversity 	<ol style="list-style-type: none"> 1. Nominate a named representative to attend key GTA England CCC meetings to contribute towards the planning process. 2. Deliver a business plan annually, including financial projections, to GTA England CCC. 3. Contribute to the establishment of strategies as agreed by the GTA England CCC Management Board. 4. Complete SFA Register of Training Organisations submissions annually or as directed by SFA.

*** Throughout the SLA, services shown as “GTA England Responsibilities” will be delivered by either the central team or by GTA England members through the proposed internal procurement process**

4.2.2 Contract negotiation and growth, funding allocation and sub-contracting

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Lead on annual funding allocation negotiations with the Skills Funding Agency. 2. Contract with the Skills Funding Agency. 3. Provide the Skills Funding Agency with information about any provision that it wishes to sub-contract prior to entering into delivery arrangements. 4. Establish a strategy for contract growth by facilitating discussions between consortium members. Contract with consortium members. 5. Deliver an open and transparent, annual process to distribute Skills Funding Agency funding amongst consortium members. 6. Agree the provision to be allocated to each partner including the funding profile and performance indicators. 	<ol style="list-style-type: none"> 1. Contract with GTA England. 2. Participate in the process to distribute Skills Funding Agency funding amongst consortium members. 3. Annually confirm to the Skills Funding Agency their intention to sub-contract from GTA England. 4. Annually confirm to GTA England their intention to enter into arrangements that constitute 2nd level sub-contracting in order for approval to be sought from the SFA. 5. Produce a rationale and indicate the proposed volumes to deliver in the next contract year. 6. Deliver allocated provision in accordance with the contract and the agreed learner and financial profiles, success rates and other performance or improvement

GTA England Responsibilities	Individual Consortium Member Responsibilities
<p>7. From year 2, manage the evaluation of further proposals to join the consortium and report recommendations to the CCC Management Board.</p> <p>8. Adhere to responsibilities set out in the exit strategy (see 2.2) in the event that a member wishes to exit the consortium</p>	<p>indicators.</p> <p>7. Adhere to responsibilities set out in the exit strategy (see 2.2)</p>

4.2.3 Contract compliance

GTA England Responsibilities	Individual Consortium Member Responsibilities
<p>1. Monitor consortium and member contract performance and key performance indicators on a monthly or quarterly basis.</p> <p>2. Conduct review meetings or audits to ensure that each GTA is providing the programme of learning in accordance with the sub-contract agreement.</p> <p>3. Agree individual action plans with consortium members to address any areas of concern within the scope of consortium management.</p> <p>4. Report performance, risks and recommendations for action to the GTA England CCC Management Board.</p> <p>5. Report on contract performance issues to the Skills Funding Agency.</p>	<p>1. Monitor performance and key performance indicators on a monthly or quarterly basis.</p> <p>2. Attend contract review meetings or audits including allowing CCC to:</p> <ul style="list-style-type: none"> • Attend activities relating to the provision of a programme and conduct relevant interviews and observations • Access to premises or facilities where tuition is provided <p>3. Agree and deliver action plans to address any areas of concern within the scope of consortium management</p>

4.2.4 In-Year Adjustments

GTA England Responsibilities	Individual Consortium Member Responsibilities
<p>1. Monitor actual funded provision against profile.</p> <p>2. Quarterly, oversee the process of reallocating over/underutilised funding to ensure maximisation of contract value.</p> <p>3. Conduct individual contract review meetings with partners at regular intervals to discuss contracting issues and performance.</p> <p>4. Conduct individual and collective discussions regarding in-year adjustments with consortium members.</p>	<p>1. Continually monitor contract performance.</p> <p>2. Report potential and actual over or under performance to CCC at the earliest opportunity.</p> <p>3. Implement individual action plans to address any areas of concern in discussion with the CCC Contract Manager.</p> <p>4. Participate in contract review meetings with CCC at regular intervals.</p> <p>5. Participate in 1-to-1 and collective discussions regarding in-year adjustments with CCC and consortium members.</p>

4.3 Operations Management

4.3.1 Learners and Delivery

GTA England Responsibilities	Individual Consortium Member Responsibilities

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Work with members to agree the standards to which individual GTAs will operate for Skills Funding Agency funded learners. 2. GTA England CCC will work with individual GTAs to agree: <ul style="list-style-type: none"> • selection and eligibility criteria • enrolment • initial guidance and assessment • delivery of provision • certification of attendance • assessment • certification of achievement • agree the status of learners as either learners of the provider or GTA England • complaints procedure • a process for managing withdrawals • where liability rests in the event of an accident • learners with additional support requirements, including a process for providers to access additional support funding for learners • safeguarding, health & safety and the associated legal responsibility • equality & diversity and compliance with relevant legislation • where liability rest for insurance claims in the event of an accident 	<p>Work with CCC and members to agree learner standards.</p> <p>Adopt those standards.</p>

4.3.2 Data, records keeping and provision of information

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Develop a data and information strategy, and associated protocols, processes and systems. 2. Establish policies and procedures to ensure members comply with Data Protection with legislation and Skills Funding Agency data management and recovery requirements. 3. Ensure that there are adequate data back up and data recovery procedures in place in order to safeguard. 4. Conduct systems audits in connection with the delivery of the contract. 	<ol style="list-style-type: none"> 1. Maintain and make easily accessible to GTA England CCC agreed records and information as described in Skills Funding Agency guidelines, the GTA Quality Guide and other records as GTA England CCC may reasonably require individual GTAs to keep. 2. Retain all invoices, returns and other documents necessary to verify delivery for seven years from the end of the financial year in which the last payment is made. 3. Establish and implement policies for Data Protection and Data Recovery which comply with legislation and the Skills Funding Agency or other funding body requirements.

GTA England Responsibilities	Individual Consortium Member Responsibilities
	<ul style="list-style-type: none"> 4. Allow GTA England CCC and all relevant bodies access and participation to reasonably conduct systems audits. 5. Confirm that all information provided or made available to GTA England CCC and/or the Skills Funding Agency is complete, true and accurate in all material respects.

4.3.3 ILR and learner documentation collection and management

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ul style="list-style-type: none"> 1. Consolidate individual GTA ILRs within one MIS system. 2. Provide ILR information to the Skills Funding Agency. 3. Access and review learner records as described in the Skills Funding Agency guidelines. 4. Annually review the ILR Specification which defines what data is collected for each academic year from 1 August – 31 July, and work with members to ensure compliance. 	<ul style="list-style-type: none"> 1. Generate a separate error free export file and submit to GTA England CCC by agreed deadlines. 2. Input all learner data to the MIS system. 3. Provide necessary audit evidence as required and address areas of identified weakness. 4. Attend finance, claims, and funding or MIS workshops as required.

4.3.4 Management Information (contracts and quality) reporting

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ul style="list-style-type: none"> 1. Produce consolidated management information reports at consortium and individual GTA levels. 	<ul style="list-style-type: none"> 1. Submit management information reports in line with an agreed submissions template and timetable covering the targets and key performance indicators agreed in the annual plan.

4.4 Quality Management

4.4.1 Quality planning and management

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Establish and annually review minimum quality standards in line with Skills Funding Agency, and Ofsted guidance and distribute updates, following consultation with members. 2. Manage an annual quality cycle. 3. Produce an annual consolidated quality plan. 4. Agree risk banding with each GTA at quarterly review meetings. 5. Maintain consortium external standards (for example, Matrix, Investor in People) as the GTA England CCC Board shall consider appropriate, or as required by external bodies. 6. Facilitate support for individual GTAs in achieving effective quality assurance and quality improvement through the GTA peer review process. 7. Facilitate regular meetings of partners' quality representatives (and other ad hoc meetings as required) in order to identify and share good practice across the partnership. 	<ol style="list-style-type: none"> 1. Maintain quality arrangements to continually improve provision for learners that at least meet the consortium's minimum standards. 2. Produce an annual quality plan. 3. Respond to requirements directed via GTA England CCC from the Skills Funding and Ofsted. 4. Maintain external standards (for example, Matrix, Investor in People) as the GTA England CCC Board shall consider appropriate, or as required by external bodies. 5. Provide up-to-date copies of awarding body external verifier reports to GTA England CCC. 6. Comply with the Further Education Teachers' Qualifications (England) Regulations 2007 and the Further Education Teachers' Continuing Professional Development and Registration (England) Regulations 2007. Attend quality meetings and participate in sharing good practice across the partnership- 7. Share information, good practice, market intelligence, curriculum materials or other items that could improve delivery at consortium and individual member levels.

4.4.2 Quality review

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Consolidate individual self-assessment reports into a single consortium self-assessment. 2. Seek confirmation from members about the status of awarding bodies' external verification (EV) reports. 3. Conduct a risk based audit visit programme to confirm that each GTA has adopted quality arrangements that at least meet the minimum standards. Undertake a minimum of 2 review visits per year and more if there are compliance or quality concerns. 4. Produce audit visit reports outlining findings and recommended corrective action. 	<ol style="list-style-type: none"> 1. Produce an annual self-assessment report. 2. In addition to regular management information submissions, provide GTA England CCC with timely and appropriate evidence and opportunities to assess impact on learner outcomes, e.g.: learners' files, lesson materials, lesson observations, on-site assessments, learner feedback. 3. Facilitate audits undertaken by GTA England CCC or their representatives. 4. Implement quality improvement measures agreed as the result of the audit and monitoring process.

4.4.3 OFSTED readiness and response

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Provide a nominee for Ofsted inspections on behalf of the consortium. 2. Manage arrangements for inspections. 3. Support members during inspections and monitoring visits. 4. Review and monitor partners' post inspection/visit action plans provided via GTA England CCC. 5. Where appropriate invite consortium members to inspection feedback meetings. 	<ol style="list-style-type: none"> 1. Prepare for and participate in Ofsted inspections and subsequent action in line in agreement with GTA England CCC. 2. Where appropriate attend inspection feedback meetings.

4.5 Financial Management

4.5.1 Invoicing, payments processing and taxation

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Set out procedures for managing and submitting funding claims and making payments and reconciliations. 2. Debit an agreed management levy for GTA England CCC. 3. Make monthly, quarterly or annual reconciliations of claims by partners, and pay monies to, or reclaim monies from, partners on the basis of those reconciliations. 4. Submit claims to the Skills Funding Agency or other funding body. 5. Agree the Final Claim and Contract outturn performance. 6. Produce financial reports in standard format. 7. Consider any taxation issues associated with consortium, including VAT, and ensure that appropriate advice and if necessary confirmation of status from is received from HMRC. 	<ol style="list-style-type: none"> 1. Submit funding claims and making any payments in line with consortium financial procedures 2. Following reconciliation repay within 30 days any monies 3. Register with Managing Information Across Partners MIAP to ensure the facilitation of a Unique Learner Number (ULN) for every learner and to undertake the required import and export functions monthly to enable accurate payments from the Skills Funding Agency or other funding body.

4.5.2 Financial Assurance and Monitoring

GTA England Responsibilities	Individual Consortium Member Responsibilities

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Work with the Skills Funding Agency's Provider Financial Assurance team to ensure Agency funds have been used by providers for the intended purposes. 2. Agree and implement processes and procedures to comply with financial audit requirements. 	<ol style="list-style-type: none"> 1. Provide: <ul style="list-style-type: none"> • necessary audit evidence as required • evidence of financial resources sufficient to enable it to continue to deliver its contractual obligations. • copies of latest audited accounts • other relevant financial records or evidence 2. Allow any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by GTA England CCC.

4.5.3 Business continuity and insurance

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Set out the requirements for consortium members to maintain adequate insurance. 2. Set out risk management and disaster recovery plans, processes and procedures. 3. Reach agreement with consortium members regarding where liability rests for insurance claims in the event of an accident. 	<ol style="list-style-type: none"> 1. Maintain adequate insurance to cover specific risks specified by GTA England with a minimum cover per claim for: <ul style="list-style-type: none"> • Employers Liability and Third Party Liability • Professional Negligence • Others as appropriate

4.6 Communications, marketing and branding

GTA England Responsibilities	Individual Consortium Member Responsibilities
<ol style="list-style-type: none"> 1. Promote the consortium and its individual members' services with a view to contract growth. 2. Provide and regularly review joint branding guidelines. 3. Where appropriate, actively support individual consortium members in maintaining and strengthening their own local brand and identity. 4. Provide a secure, on-line system for communications and information sharing within the consortium. 	<ol style="list-style-type: none"> 1. Work with the consortium and individual consortium members to mutually promote services with a view to contract growth. 2. By agreement and where appropriate, use joint or individual branding for consortium activities. 3. Where contractually required appropriately acknowledge GTA England, the Skills Funding Agency or other funding bodies. 4. Actively participate in and respond to consortium communications and events.

5 CONSORTIUM MEMBERSHIP APPLICATION 2012

5.1 Introduction

Full details of the application requirements, process and timing are set out in the APPLICATION FOR MEMBERSHIP OF THE COLLABORATIVE CONTRACTING CONSORTIUM.

The timetable for the application and due diligence processes is:

Publish prospectus	Early January 2013
Submissions to GTA England of consortium membership application form and fee Applicant GTAs begin to prepare due diligence portfolio	January 2013
Review of submissions Due diligence begins, portfolio submitted Initial indication to the Skills Funding Agency of planned course of action	February 2013
Results of review of submissions communicated Due diligence ends	March 2013

6 DUE DILIGENCE

6.1 Introduction, process and timetable

Following submissions to GTA England of consortium membership applications and their review, as lead provider GTA England will carry out due diligence before entering into a contract. The level and depth of due diligence will be proportionate to risk in terms of contract size and will take account of the strong working relationships and shared culture and ethos of GTAs.

Each section of the application form contains an indication of the evidence required for due diligence. Prospective consortium members are asked to provide a portfolio of due diligence evidence by 31st January 2013. GTA England will put in place arrangements to verify each portfolio.

It is unlikely that GTAs applying for membership of the consortium will be unsuccessful in their due diligence. Should issues arise with regard to any elements of the checklist, the default position will be a "Notice to Improve" rather than a rejection of an application and every effort will be made to ensure that issues arising are resolved to enable membership of the consortium.

6.2 Checklist

GTA England will take account of a number of factors and will evidence to satisfy themselves, which include whether the sub-contractor:

- is a GTA and a member of GTA England;
- has satisfactory financial health;
- has no unsatisfied county court judgements against it;

- has disclosed all contracts it holds and has held with the Skills Funding Agency and the Learning and Skills Council and, in the case of terminated agreements, the reasons for the termination of the agreements;
- has disclosed the names of its directors and senior managers together with details of their previous appointments, particularly with organisations who hold or have held funding agreements with the Skills Funding Agency or the Learning and Skills Council;
- has appropriately qualified and trained staff and other resources to deliver the sub-contracted provision effectively from the start of the contract;
- has sufficient capacity to deliver its commitments under the subcontract agreement without adversely affecting its ability to meet its other commitments;
- does not have an inadequate Ofsted inspection outcome relating to any aspect of its overall performance or to the sector-subject area(s) of the proposed sub-contracted provision;
- has appropriate learner support arrangements in place;
- has appropriate information, advice and guidance arrangements in place for learners;
- has appropriate quality assurance arrangements in place;
- complies with health and safety legislation and has carried out health and safety risk assessments covering the proposed subcontracted learners;
- has declared to the Lead provider all reportable injuries, diseases and dangerous occurrences covered by the RIDDOR regulations over the last three years together with the actions they have implemented to prevent reoccurrences;
- complies with legislation on employment (including the use of volunteers);
- complies with legislation on immigration, safeguarding and equality and diversity;
- complies with data protection legislation (including notifying the Information Commissioner's Office that they process personal information) and has appropriate data protection and security systems in place for the exchange of personal data with the lead provider;
- has systems to ensure compliance with the Skills Funding Agency's requirements for data collection and the keeping of records;
- has a policy on environmental sustainability.

7 CONTRACTING

7.1 Introduction

Formal contract documentation, based on this document will be drawn up for each consortium member following successful completion of their application process.

7.2 Contracting process

Subject to the results of review of prospective consortium members' applications in February/March 2013, contracts will be issued, signed and returned by the end of May 2013.

This will enable GTA England, by the end of May 2013 (subject to SFA process and timescales) to:

1. Meet the deadline for notification to the Skills Funding Agency of each GTAs "final and formal course of action".
2. Submit the new arrangements to Register of Training Organisations.
3. Receive a final funding calculation.

and will enable GTA England and GTAs who are new members of the consortium to:

4. Confirm in writing to the Agency that they are working together.

The Skills Funding Agency will aim to issue its contract to GTA England in June 2013 for the commencement of the 2013/14 contract on 1 August 2013.

7.3 Contractual terms

The Skills Funding Agency does not prescribe a recommended contract template for sub-contracts. It is a matter for the Lead Provider to take its own advice on the form of the sub-contract it enters into. GTA England is taking the current Skills Funding Agency contract as a starting point and is looking at a range of contracts from consortia across the sector, as it draws up a formal contract for the consortium.

Contract documentation will comply with the "Mandatory Terms for Inclusion in the Lead Providers' Sub-contractors Contractual Documentation" as specified in the relevant Skills Funding Agency regulations and funding rules pertaining to 2013/14.

The contract will contain clauses that enshrine the proposals in this document and cover as a minimum:

1. Agreement date and parties
2. Jurisdiction
3. Force majeure
4. Definitions
5. Duration of agreement
6. Responsibilities of GTA England as lead provider (see SLA)
7. Responsibilities of individual consortium members as sub-contractors (see SLA)
8. Prohibitions on or permissions for further sub-contracting
9. Break clauses and arrangements for learners if contract expires or is terminated
10. Breach
11. Termination
12. Co-operation and public reputation
13. Conflicts of interest
14. Payment
15. Employer fees, taxation and other payments
16. Distribution of income
17. Funding compliance
18. Records and information
19. Data protection
20. Liability
21. Insurance
22. Access and monitoring

23. Confidentiality
24. Prohibited activities
25. Copyright and Intellectual Property
26. Fraud and irregularity
27. Waiver
28. Third Party Rights
29. Procedure for changes to the contract
30. Dispute Resolution
31. Signatories

and schedules that will include as a minimum:

1. Finance, volumes and data capture
 - a. Funding , activity and payment profiles
 - b. Monthly returns
 - c. Contractual performance and reconciliation
 - d. Payment processes
 - e. Evidence requirements
 - f. In-year adjustments, virement and flexibility
2. Service Level Agreements (from page 10 above)
3. Code of Conduct for members (see pages 8 and 22)
4. Register of Members Interests

7.4 *Second level or further contracting*

The Skills Funding Agency will only consent to second or further level contracting in exceptional circumstances. GTAs applying for consortium membership must provide information to enable GTA England to submit a Declaration of Sub-contractors form to the Agency to seek consent (see 4.2 Service Level Agreement).

ANNEX 1: CODE OF CONDUCT

1. Introduction

- 1.1 This Code describes the responsibilities of Members of the GTA England Collaborative Contracting Consortium Management Board and indicates the standards expected of them in relation to their individual conduct. All Members of the Management Board are required, on accepting membership, to declare that they will abide by the Code.
- 1.2 In addition to this Code, Members are asked to work to the principles laid down by the Committee on Standards in Public Life (Nolan Committee). An extract of the report of the Nolan Committee setting out these principles in more detail is set out below.
- 1.3 This Code applies to any sub-groups of the Management Board and Members' staff representatives.

2. Values

- 2.1 The GTA England Collaborative Contracting Consortium:
 - i. seeks to adopt and nurture the culture and ethos of the GTA movement. Members should have due regard to these when participating in the Consortium;
 - ii. recognises its obligations to all those with whom it has dealings, including students, employees, suppliers, other educational institutions and the wider community. In particular, the Consortium is committed to combating any discrimination within the Partnership on the grounds of race, ethnic or national origin, religion, age, disability or sexuality;
 - iii. is committed to conducting its business in accordance with the highest ethical standards as set out in more detail in this Code.

3. Duties and Conduct of Members

- 3.1 Individual Management Board Members should:
 - support the aims and objectives of the Consortium;
 - help to ensure that the Consortium conducts itself in an orderly, fair, open and transparent manner;
 - act in good faith and in the best interests of the GTA England Collaborative Contracting Consortium and its learners and employers;
 - act fully in accordance with the normal principles of financial accountability and the highest standards of propriety;
 - protect the good reputation of the Consortium and the trust and confidence of those with whom it deals;
 - work co-operatively with other Members in the best interests of the Partnerships;
 - acknowledge that differences of opinion may arise in discussion of issues but, when a majority decision of the Partnership prevails, it must be supported, and Members will be collectively responsible for that decision;
 - base his/her view on matters before the Partnership on an honest assessment of the available facts, unbiased by partisan or representative views;
 - acknowledge that as an individual Member, he/she has no legal authority outside the meetings of the Consortium;
 - understand that an individual Member does not have the right, other than through the Management Board's agreement, to make statements or express opinions on behalf of the Partnership;
 - take or seek opportunities to enhance his/her effectiveness as a Member through participation in training and development programmes and by increasing his/her own knowledge of the Consortium;
 - attend, as far as is possible, all meetings of the Management Board;
 - have regard to his/her broader responsibilities as a Management Board Member of a publicly-funded organisation, including the need to promote public accountability for the actions and performance of the Partnership;
 - not use information gained in the course of their public services for personal gain;
 - not use the opportunity of public service to promote their private interests;
 - not put themselves in a position where there is a conflict (real or potential) between their personal interests and duties to the Partnership;

- not be bound in their speaking and voting by mandates given to them by other bodies or persons;
- comply with this code.

4. Registration and Declaration of Interests

4.1 Members should:

- resist any temptation or outside pressure to use the position of Member to benefit him/herself or other individual or agencies;
- complete fully and honestly the Register of Interests, and amend the Register as soon as is reasonably practicable after any change of interest occurs;
- declare openly and immediately any personal conflict of interest arising from a matter before the Partnership or its committees or from any other aspect of Partnership interest;
- respect the confidentiality of those items of business which the Partnership decides from time to time should remain confidential.

4.2 In the light of any declaration of interest, it should be for the Management Board to determine whether the Member should withdraw from discussion and decisions relating to that interest.

4.3 Members must not receive gifts, hospitality or benefits of any kind from a third party which might be seen to compromise their personal judgment or integrity.

5. Breach of Code and Resolution of Difficulties

5.1 Members should raise any issues regarding this code with the Chair of the Management Board. If the Member remains concerned, they may seek further guidance from the Chair of GTA England.

5.2 If a Member believes that

- (a) the Consortium is proposing to act improperly, or
- (b) a decision taken, or a process of decision-making, by the Consortium is wrong or flawed

The possible courses of action to resolve the matter are:

1. arrange a private meeting with the Chair;
2. request that an item be put on the agenda of the next meeting of the Management Board;
3. request that an item be put on the agenda of the next meeting of the GTA England Board.

5.3 If the Member and/or the Chair feels that the conflict cannot be resolved, then consideration must be given to that Member's continued membership of the Management Board or Consortium

5.4 A breach of the Code of Conduct the Consortium may disqualify a Member from membership of the Management Board or the Consortium.