

LEARNING AGREEMENT – NON EMPLOYED LEARNER

LEARNER NAME

This agreement is made on the (dd/mm/yyyy)	
---	--

between the City of Bradford Metropolitan District Council (hereinafter called 'the Council') of the one part and

Name of organisation, firm or company	
Full address and post code	
Registered address if different from above	

(hereinafter called 'the Placement Provider') of the other part.

WHEREBY IT IS AGREED AS FOLLOWS: -

PART A

General Terms and Conditions

1. The Council has contracted with Careers Bradford, the Learning and Skills Council for West Yorkshire / Jobcentre Plus / Government Office for Yorkshire and The Humber / or other funding body to be a Learning Provider for the purposes of delivering Work Based Learning / New Deal 25 plus / other employment or learning programmes
2. The Council shall, as Learning Provider, appoint the said named company/ organisation to act as a Placement Provider in order to provide practical learning for learners from the Council.
3. The maximum duration of a learner's learning is 52 weeks for eligible persons on Work based Learning / New Deal 25 plus / other employment or learning programmes. The Council's duly appointed Officer will advise the Placement Provider of the maximum duration of any learner' programme. The maximum duration of any learner's learning may be determined at any time by Careers Bradford, the Learning and Skills Council for West Yorkshire / Jobcentre Plus / Government Office for Yorkshire and The Humber / or other funding body giving notice that funding for Work Based Learning / New Deal 25 plus / other employment or learning programmes is to cease or be reduced.
4. The Placement Provider will ensure an accurate record of a learner's attendance (Time Sheet) is forwarded to the Council's appointed Officer on a weekly basis.
5. The Placement Provider shall permit appointed Officers of the Council to visit regularly the Placement Provider's premises and the learner/s during the term of this Agreement.

NOT TO BE DISTRIBUTED TO A THIRD PARTY WITHOUT SKILLS FOR WORK'S PERMISSION

6. The Placement Provider shall also permit Officers of Careers Bradford, the Learning and Skills Council for West Yorkshire / Jobcentre Plus / Government Office for Yorkshire and The Humber / or other funding body to visit the Placement Provider's premises and the learner/s in order to administer Work Based Learning / New Deal 25 plus / other employment or learning programme.
7. The Placement Provider shall comply with all relevant statutory duties in respect of health, safety and welfare of the so placed learner/s and in respect of the Council as set out in Part B and Part C of this agreement.
8. The Council shall have the learner/s withdrawn from the placement and this Agreement terminated in the event of consistent failure by the Placement Provider to implement the agreed provisions of the learning programme.
9. The Placement Provider shall ensure that it holds the appropriate employers liability insurance and public liability insurance.
10. The Placement Provider agrees to indemnify the Council against any action or claim that may be brought against the Council resulting from the provision by the Sub-Contractor of the Services and Courses in accordance with this Agreement.

PART B

Programme of Learning

The Placement Provider shall: -

1. Agree a programme of practical learning with the Council's duly appointed Officer, setting out in detail the allocation and areas of learning to be given to the placed learner/s within the requirements of Careers Bradford, the Learning and Skills Council for West Yorkshire / Jobcentre Plus / Government Office for Yorkshire and The Humber / or other funding body.
2. Use his/her reasonable endeavours to ensure that the placed learner/s attend at the selected appropriate institution for directed learning (e.g. College) and off the job learning.
3. Ensure that the placed learner/s attend the normal numbers of hours prevailing at the Placement Provider's premises wherever possible. The learners working week/ hours shall not exceed those specified in the Working Time Regulations 1998. Where a placement is deemed to be 'part time', the exact number of hours to be worked should be arranged with the nominated Council Officer.
4. Administer a work place induction course for the learner/s with special reference to Health and Safety at Work aspects within the first week of placement.
5. Prepare and monitor all details relating to each learners placement.
6. Ensure that adequate daily supervision of the learner/s is given by competent staff. It is understood that the learner/s will work under supervision at all times. If the learner/s supervisor is absent or away from the workplace, alternative competent supervision will be arranged. If this is not possible, the learner/s will be sent back to his/her/their learning base. The learner//s will not work in the areas where there has been, or will be, cuts in normal staffing levels. No full time post or apprenticeship will be at risk if the Work Based Learning / New Deal 25 plus / other learner/s is/are placed with the company.
7. Ensure that the learner/s receive adequate guidance and instruction in the different aspects of work allocated to them and ensure that adequate daily supervision of the learner/s is given by competent staff.
8. Liaise with the Council's appointed Officer in operating the learning programme and encourage the learner/s to complete satisfactorily any particular learning assignment.
9. Assess regularly the learner/s work with the Council's appointed Officer.
10. Provide guidance and counselling to the learner/s whilst on placement with the Provider and to motivate and encourage the learner/s in his/her Personal Development Learning.

11. The nominated supervisor will ensure that at all times the learner/s wear/s appropriate protective clothing, identified by a risk assessment, for the tasks they are asked to perform.
12. Be able to request the Council's duly appointed Officer for advice in operating the learning programme and in dealing with matters relating to the learner/s programme satisfactorily.
13. Ensure that the Council's appointed Officer be informed immediately in the event of any learners work programme being changed, suspended or terminated.
14. Ensure that the Council's appointed Officer be informed immediately when the learner is absent.
15. Ensure that the placed learner/s are subject to the same disciplinary and grievance procedures currently applicable to the Placement Providers existing workforce. Shall refer to the Council the administration of any relevant disciplinary or complaints procedure in respect of the learner/s with the employer engaged in practical learning.
16. Will comply with all statutory equal opportunities requirements and shall ensure that all learners are provided with equality of opportunity, regardless of gender, race, culture, religion or belief, age, sex, sexual orientation, class, economic or other disadvantage or subject to reasonable adjustments disability.
17. Immediately inform the Council's duly appointed Officer in the event of any accident to or involving learners and give them any access/help required to allow them to investigate the accident.
18. Be responsible for informing the appropriate enforcing authority of any RIDDOR* reportable accident to learners.
19. Be prepared to provide feedback on the performance of the learner/s and supply an up to date work reference, which details the skills and attributes shown throughout the work experience placement.

***The Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995.**

PART C

THE COUNCIL SHALL: -

- 1) Regularly assess and review an individual's progress.
- 2) Provide relevant directed learning for all learners, where agreed and appropriate.
- 3) Endeavour to provide learners for relevant practical learning with the Provider.

Signed by ²:

Print Name
on behalf of the Placement Provider (Authorised Officer)

Signed by:

Print Name
on behalf of the Council being the duly appointed Officer and working within Skills for Work.

² **The name of the person responsible for the company's debts i.e. Director, Managers, Partner etc must be given. In the case of a Club, Society or other organisation, the contract must state the name of any individual who will be personally responsible for the Club's financial affairs..**