**COMMISSIONING / CALL OFF CONTRACT**

**INDIVIDUAL PLACEMENT AGREEMENT FOR**

**SECONDARY PHASE LEARNERS**

**IN ALTERNATIVE EDUCATION PROVISION**

## 1) Terms of Agreement

1.1 This is an Agreement made on (insert date):

between:

1. Council/School name: (insert details)

Address:

and

1. Provider name: (insert details)

Address:

1.2 This Agreement comprises this document together with the following:

|  |
| --- |
| Alternative Education Provision Framework Agreement Terms and ConditionsSchedule 1 to the Alternative Education Provision Framework Agreement (the Service Specification) |
| Annex 1 Performance Reporting. |

1.3 In the event that there is any conflict between the documents comprising this agreement clauses 1.10 and 1.11 of the Framework Agreement terms and conditions shall apply.

**2) PROGRAMME:**

2.1 Individual Learner (Insert name):

2.2 Year Group:

2.3 The Provider will provide education on and between the following dates:

**Start date: End date: No. of weeks:**

2.4 The Provider will provide provision at the following times each week:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Mon | Tue | Wed | Thu | Fri |
| No. of Hours per day- No. of hours per week- |  |  |  |  |  |

2.5 The agreed Provision/Programme is set out below:

|  |  |
| --- | --- |
| **Description of course(s)***(eg. English)* | **Expected Accreditation***(eg. GCSE)* |

* 1. Any deviation from the agreed qualification(s) listed in 2.5 (above) above must be an accredited qualification on the QCF and must be agreed with the commissioner/School Representative prior to delivery to the Learner, such agreement not to be unduly withheld or delayed.

**3) FINANCE:**

3.1 The Council/School agree to pay the Fee to the Provider in return for the provision of the Services by the Provider. The Total Fee is (insert fee) £ for the period stated above in section 2.3/4/5.

*\*Delete 3.2 if not applicable*

3.2 The Fee is subject to retention of a Performance Related Payment (PRP) of 10% of the total fee.

The PRP will only be payable following achievement of the following targets:

*(Please insert specific targets to which PRP applies)*

*
*

3.3 The Fee less any PRP retention will be paid pro rata monthly in arrears within 30 days of receipt of an invoice, in accordance with the Schedule for Payment below.

**Schedule for Payment**

|  |  |  |
| --- | --- | --- |
| **Period** (month) | **Invoice Value** |  **Invoice date** |

**4) LOCATION OF PROVISION**

Insert address details

**5) REPRESENTATIVES OF EACH PARTY**

|  |
| --- |
| **Council/School Representative** |
| Authorised Representative (name) |  |
| Post held: |  |
| Tel no:  |  |
| E mail:  |  |
| **Provider Representative** |
| Nominated Representative (name)  |  |
| Post held: |  |
| Tel no:  |  |
| E mail:  |  |

**6) AUTHORISATION:**

|  |
| --- |
| **Authorised to sign for and on behalf of the alternative provider**Name (print):  |
| Signed by: |
| Position:  |
| Date:  |

|  |
| --- |
| **Authorised to sign for and on behalf of Council/School**  |
| Name (print):  |
| Signed by: |
| Position:  |
| Date:  |



***Working in partnership, celebrating success, aiming for excellence’***