Multi Supplier Framework Agreement for Contracted Further Education & Training (FET) Services by the Education and Training Boards (ETBs) – Guidelines for the Operation of the contracts for the framework

Rialtas na hÉireann
Government of Ireland

Co-funded by the **European Union**

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1. General Information

Participating Education and Training Boards:

Cavan and Monaghan Education and Training Board Monaghan Office - 047 30888 Cavan Office - 049 4331044 HQ: Monaghan (sub-office in Cavan Town)	**City of Dublin Education & Training Board** Ph: 01 668 0614 HQ: Ballsbridge, Dublin 4
Cork Education and Training Board Cork Office - 021 4907 100 HQ: Cork (greater city area)	**Donegal Education and Training Board** Ph: 074 916 1600 HQ: Letterkenny
Dublin and Dun Laoghaire Education and Training Board Dublin Office - 01 452 9600 HQ: Tallaght, Dublin 24	**Galway and Roscommon Education and Training Board** City of Galway Office - 091 549 400 County Galway Office - 091 874 500 Roscommon Office - 090 662 6151 HQ: Athenry (sub-office in Roscommon Town)
Kerry Education and Training Board Ph: 066 712 1488 HQ: Tralee YouTube Channel	**Kildare and Wicklow Education and Training Board** Kildare Office - 045 988 000 Wicklow Office - 0404 60 500 HQ: Naas (sub-office in Wicklow)
Kilkenny and Carlow Education and Training Board Kilkenny Office - 056 777 0966 Carlow Office - 059 913 8560 HQ: Carlow Town	**Laois and Offaly Education and Training Board** Laois Office - 057 862 1352 Offaly Office - 057 934 9400 HQ: Portlaoise
Limerick and Clare Education and Training Board Limerick Office - 061 442 100 Clare Office - 065 682 8107 HQ: Limerick (greater city area)	**Longford and Westmeath Education and Training Board** Longford Office - 043 333 4000 / 043 334 6493 Westmeath Office - 044 934 8389 HQ: Mullingar
Louth and Meath Education and Training Board Louth Office - 042 933 4047 Meath Office - 046 906 8200 HQ: Navan	**Mayo, Sligo and Leitrim Education and Training Board** Mayo Office - 094 902 4188 Sligo Office - 071 914 5025 Leitrim Office - 071 962 0024 HQ: Castlebar (sub-offices in Sligo and Carrick-on-Shannon)
Tipperary Education and Training Board Tipperary North Riding Office - 067 31250 Tipperary South Riding Office - 052 612 1067 HQ: Nenagh (sub-office in Clonmel)	**Waterford and Wexford Education and Training Board** City of Waterford Office - 051 874 007 County Waterford Office - 058 41780 Wexford Office - 053 912 3799 HQ: Wexford (sub-offices in Waterford City and Dungarvan)

There is no guarantee of contracts or volume of work for the suppliers listed on this framework. Education and Training Boards (ETBs) may at their sole discretion and at any time choose to procure contracted training provision outside of the framework.

Contracted Training (CT) refers to the structure, procurement and management of Training or Education provision outsourced to Contractors by the ETBs. The terms and conditions of the outsourced provision are primarily governed by the framework contracts, the terms of the procurement framework, this Operational Document, contract(s) and any supporting documents and forms.

Contracted Training is a flexible, innovative and responsive tool to facilitate the delivery of the Further Education and Training (FET) service plan by the ETBs.

Contracted Training can be used for any procured training or education activity by the ETBs that have been allocated appropriate funding within the FET Service Plan. Contracted direct provision (i.e. STP/CTC/LTI) programmes are not included in this framework.

While this Operational Document may note requirements relating to specific aspects of Contracted Training, all parties must adhere to any applicable legislation regardless of the depth of treatment of specific legislative requirements within the Operational Document.

Contracted Training will be procured and managed in line with Irish and European law and will meet the applicable requirements and guidelines of the funding authorities e.g. the Department of Further and Higher Education, Research, Innovation and Science (DFHERIS), SOLAS, the European Social Fund (ESF) and the requirements of the ETBs.

Authorities web sites[1]:

> http://www.gov.ie/dfheris

> http://www.solas.ie/

> http://www.esf.ie/en/

2. Quality Assurance

The Contractor must, at a minimum, meet the Quality Assurance guidelines detailed in the Sector Specific Quality Assurance (QA) Guidelines for ETBs[2] issued by QQI in the application of assessment processes.

The Contractor must comply, and co-operate with, the ETBs Quality Assurance (QA) systems and processes. In the event that an ETB's QA agreement (current or future) requires Contractors to have awarding body registration in their own right, they must obtain that registration. A time frame for the achievement of registration will be agreed by both parties. The effort cost of any awarding body registration will be the responsibility of the Contractor. Where the ETB specifically requests

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[1] Referenced December 2020.
[2] Referenced December 2020,. Sector specific QA Guidelines for ETBs (qqi.ie) (published May 2017)

registration for the purpose of complying with their QA, the Contractor may claim 50% of the cost of the business registration and 100% of the cost of any specific programme/course registration from the ETB. The Contractor must transfer the Intellectual Property Rights for a programme/course registered under this condition to the ETB.

3. Programme Specifications

Programme Specifications or equivalent documentation required or issued by the ETB must be agreed prior to the delivery of a course/programme. They may be supplied or developed by the ETB, the Contractor or a 3rd party. They must specify the course modules, certification, delivery methodologies, tutor requirement, facility requirements and consumable requirements in sufficient detail to allow for accurate budgeting.

4. ESF Requirements

Specific ESF programme requirements can be found at the Managing Authority website http://www.esf.ie/en/[3]

ETBs and Contractors must ensure that they are aware of and comply with these requirements.

Programmes partly funded by ESF must comply with the published requirements including any changes that may raise due to current or future programme cycles. Note that the next cycle is due during the life time of this framework. Costs for ESF compliance requirements may not be presented as an additional charge.

5. Process Outline

Contracted Training planning will align with the FET Service plan and the ETB's specific service plans. A portion of the provision may be responsive or local needs driven and may fall outside of the FET service planning process.

A framework of pre-qualified Contractors will be used to deliver Contracted Training contracts; in the event that a training requirement is identified that is not covered under this framework a separate procurement process may be conducted by the ETB.

This framework will be divided into Regions and sub-regional (ETB) Lots. An anticipated minimum of Five (5) Contractors will be allocated to a sub-regional Lot. A restricted tender will follow the allocation of the Contractors to the sub-regional Lots to determine the allocation of technical categories. If providers in a lot drop out or are unable to deliver the service, an ETB may tender outside the framework for the services required.

Each technical category will have a cascade selection of the anticipated five (5) Contractors in the event the preferred Contractor cannot deliver a course. The technical categories are:

Category	Labour Market Focus Area / Skills Clusters (FARR ("Funding Allocation Request and Reporting") Categories)
1.	Business, Administration Skills; Financial Services Skills; Management Skills; Sales and Marketing Skills; Media Skills;

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[3] Referenced December 2020.

	Media Graphics Communications Skills; Web Development & Design Skills; Entrepreneurship Skills
2.	Information Technology Skills; Engineering (IT) Skills; Core ICT Skills
3.	Engineering Skills; Electrical Engineering Skills; Mechanical Engineering Skills; Manufacturing Skills; Science and Technology Skills; Natural Resources Skills; Built Environment Skills
4.	Health, Family other Social Services Skills;
5.	Hairdressing, Beauty and Complementary Therapies Skills
6.	Transport, Distribution and Logistics Skills; Transport Engineering Skills
7.	Food and Beverage Skills; Tourism Skills; Sport & Leisure Skills
8.	Agriculture, Horticulture and Mariculture Skills; Animal Science Skills
9.	Core Personal Skills; General Learning; Language Skills; Sampling Skills; Art and Craft Skills
10.	Research and Education/Training Skills
11.	Security, Guarding & Emergency Services Skills

Programme specifications may have multiple disciplines included in their learning programme

- A programme for warehouse operatives may include significant ICT elements, driving elements and warehousing work placement. The choice of technical category should be influenced by the outcome objective, in this case logistics occupations.
- An introduction to work programme may include ICT, construction skills, culinary, hairdressing etc. The outcome is aligned to general learning and should be aligned to that category's listing.

The selection of a technical category for a contract will be based on the primary outcome for the learning activity rather than the course structure and modules.

The decision to run courses will be the prerogative of the ETB. All courses must be run in compliance with any applicable funding authorities' requirements[4]. Management of the allocated budget to achieve the FET service plan commitments is the responsibility of each individual ETB.

Allocation of course contracts is based on the cascaded list for the technical category and on the alignment or intended alignment of the course to a technical category in the FARR (Funding Allocation Request and Reporting) system.

The preferred Contractor will be engaged at different stages of the process, the ethos of the engagement will be based on a Supplier Relationship Management (SRM) model.

Contractors will be expected to engage in activities such as (but not limited to):

- Participate in planning activities including:
  - o Employer engagement
  - o Researching local Labour Market needs

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[4] For example: the service should comply with policy like the FET service plan, the ESF requirements, Government (DPER) directives etc.

- o Assisting in scheduling issue resolution
- Propose innovative new courses/programmes
- Loading and maintaining course information to appropriate systems and sites (e.g. PLSS - Programme and Learner Support System)
- Manage courses/programmes
- Maintain accurate records as required by the ETB including, but not limited to:
  - o Attendance records
  - o Quality Assurance (QA) records
  - o Data
  - o Reports
  - o Procurement activity records
- Participate in the development of appropriate data based Key Performance Indicators (KPIs)
- Collect and present data on KPIs
- Participate in the SRM meetings and process
- Maintain service delivery standards

Courses will be delivered under a course contract that will outline the specific costs, terms and conditions specific to each individual course.

The courses will be managed and run by the Contractor.

Provision of, and adherence to the contract will be monitored and managed by the ETB.

Payments will be processed by the ETBs on receipt of invoices and following confirmation of service delivery.

6. Planning and Delivery Process Map
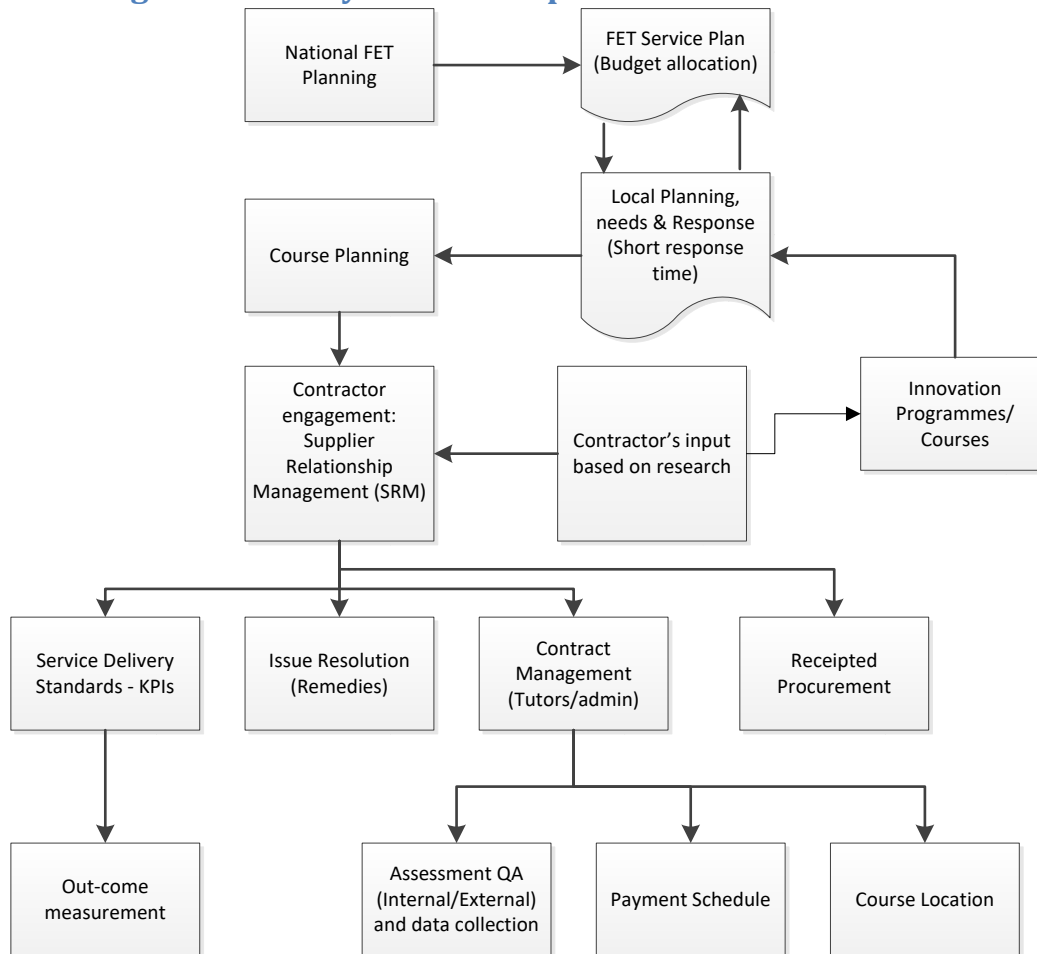
7. Supplier Relationship Management (SRM)

7.1 SRM Overview

An organisation and its Contractors are interdependent and a mutually beneficial relationship enhances the ability of both to create value.

Applying the principles of mutually beneficial relationships typically leads to:

- Increased ability to create value for both parties
- Flexibility and speed of joint responses to changing market or customer needs and expectations
- Optimisation of costs and resources
- Establishing relationships that balance short-term gains with long-term considerations
- Pooling of expertise and resources with partners
- Clear and open communication
- Sharing information and future plans
- Establishing joint development and improvement activities
- Inspiring, encouraging and recognising improvements and achievements by Contractors

The general approach to the relationship with Contractors should be one where the key performance metrics are identified, measured, documented and reviewed systematically.

Step 1: Identify metrics, thresholds and targets:

Key Performance Metrics should be identified in the contracts by both the ETB and the Contractor.

KPIs and performance objectives should be agreed by both parties prior to the contract commencing. Agreed objectives should align with good practice regarding the delivery of courses and should cover elements relating to management, facilities and assigned staff.

These metrics and targets should be shared with the Contractor and mutually agreed to, so both the ETB and Contractor can create the right performance management program.

Step 2: Collect data through various mechanisms:

On a frequent basis, the Contractor should collect information on an agreed upon set of metrics, thresholds and targets. Various methods can be used to gather this data and include surveys, feedback or reports, system generated data, etc. Where possible, data should be evidence based and traceable.

Step 3: View and analyse aggregated information:

Once data is collected, it should be aggregated to report on performance versus plan. For example, KPIs allow ETBs to monitor the progress of their Contractors, helping ensure they get early warnings if Contractors are under-performing. KPI scores can be compared with contract terms to help ensure contract compliance.

Step 4: Identify gaps, prioritise and communicate:

The ETB should use this information to review the impact of performance gaps on their business in order to prioritise them and then communicate the priorities of the gaps that need to be addressed with the Contractor and ask for a remediation plan. The use of collaborative information, along with the ability to set priorities helps ensure both parties are on the same page with respect to what is working well and what needs improvement.

Step 5: Implement continuous tracking:

Contractor performance management is not a one-time process. Performance should be tracked on an on-going basis - both to help ensure that previously identified gaps were remediated and also to keep the focus on continuous benchmarking and improvement.

7.2 SRM Specific Requirements

Costs incurred by the Contractor for participation in SRM activity is entirely at the Contractors expense and is not chargeable to the ETB.

There are a number of minimum required activities for the operation of SRM; these include participation in local planning and performance reviews, operational review at senior management level, day to day monitoring and issue resolution. The Contractor will be required to collect data and report on the programme KPIs (see Appendix 3 - Examples of a SRM Agenda, Score card and potential KPIs). The nominated Contractor for each category in each region is required to participate in the SRM processes outlined below.

7.2.1 Training Requirement

The Contractor will be required to attend training from time to time for SRM. Attendance will be at the Contractor's expense. The ETB will absorb the delivery cost for the training programmes.

7.2.2 Quarterly Management Review Meetings

These meetings may include (but not limited to) discussion on:

- Tutor performance
    - Issue resolution
    - Special training requirements or Learners Support needs
    - Continual Professional Development plans and progress
- Sub-Contractor performance
    - Issue resolution
    - General performance
- PLSS information for scheduling
- Environment
    - Other programmes/courses/provisions
    - Employment or other outcome expectations
    - Client supply matching
- Geographical Considerations
    - Where can course be run most effectively (availability of facilities and tutors)
- What courses/programmes may be included in the FET Plan
    - What is the purpose of the course/programme
    - Is there a USP (unique selling point)
    - Clarity of purpose of the provision, what are the potential KPIs
- Innovation courses
    - What is the USP that would define the course/programme as innovative
    - Is there a link to Employers, what research supports the decision
    - 1st, 2nd and 3rd Provider (or none) Certification considerations
    - Responses to Employer approaches to the ETB
- Appropriate Key Performance Indicators for programmes/courses
- The minimum requirement for these meetings are:
    - 4 times per year
    - The Agenda may consider the following:
        - Reinforcing relationship objectives

- Business and performance review
- Discussions on escalated issues
- Tutors
- Effectiveness of KPIs
- Other party impacts (i.e. DSP for recruitment) (it may be appropriate to invite 3rd parties for these discussions)
- Administration/QA processing
- Monitoring of innovation projects

Participation: Senior management from the Contractor (<u>the person identified in the tender Pre-Qualification Questionnaire submission</u>), other appropriate manager and operations staff from the Contractor and the ETB.

7.2.3 Day to Day

- ETB may take a risk assessment and management approach to assign resources to the day to day monitoring of the Contractor and the courses/programmes.
- Typical elements include
    - QA requirements (Training Standards Office tie in)
    - KPI tracking (early warning indicators; work placement rate)
    - Issues/data collected for review at management meetings
    - Tutor issues – monitoring training ability (group management) Tutor development
    - Administration/QA processing

Participation: Contracted Training Officers with the Tutors and Contractor's line manager.

8. Tendering and Procurement

8.1 Stage 1 – Preliminary Qualification Questionnaire (PQQ)

Please refer to the Preliminary Qualification Questionnaire (PQQ) & it's appendices for comprehensive information on the tendering and procurement for this competition.

The process & instructions for the competition including the lotting structure are outlined within the PQQ.

The specific selection criteria that will be used at stage 1 are outlined in the PQQ, at "Part 3: Selection Criteria".

8.2 Stage 2 – Request for Tender (RFT) - Technical category selection

The Applicants that are selected for a Sub-Regional Lot listing will be required to complete a tender for each of the following categories in each sub-regional lot that they were selected against in Stage 1.

The technical categories are:

Category	Labour Market Focus Area / Skills Clusters

	(FARR ("Funding Allocation Request and Reporting") Categories)
1.	Business, Administration Skills; Financial Services Skills; Management Skills; Sales and Marketing Skills; Media Skills; Media Graphics Communications Skills; Web Development & Design Skills; Entrepreneurship Skills
2.	Information Technology Skills; Engineering (IT) Skills; Core ICT Skills
3.	Engineering Skills; Electrical Engineering Skills; Mechanical Engineering Skills; Manufacturing Skills; Science and Technology Skills; Natural Resources Skills; Built Environment Skills
4.	Health, Family other Social Services Skills;
5.	Hairdressing, Beauty and Complementary Therapies Skills
6.	Transport, Distribution and Logistics Skills; Transport Engineering Skills
7.	Food and Beverage Skills; Tourism Skills; Sport & Leisure Skills
8.	Agriculture, Horticulture and Mariculture Skills; Animal Science Skills
9.	Core Personal Skills; General Learning; Language Skills; Sampling Skills; Art and Craft Skills
10.	Research and Education/Training Skills
11.	Security, Guarding & Emergency Services Skills

These categories may change from time to time during the life of the framework; changes may be based on systems requirements, definitions or funding approaches. The FET Director with responsibility for operational planning will make the allocations or changes to them at his or her absolute discretion.

8.2.1 *Ability to develop training programmes:*

Tenderers are required to submit details of a previously developed validated course where the course was submitted and approved for course certification from an awarding body[5]. The Tenderer may have supported a development or may have developed the course themselves.

The example should have applicable detail which may include:
- Training Needs Analysis
- Resources needed to develop the course
- Consideration of the cost for running the course
- Curriculum/material development/training plans
- Validated assessment development/delivery and Quality Assurance
- Tutor specification and specific technical expertise requirements
- Training delivery methodologies and skills
- Evaluation

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[5] Examples can't include transcribing an existing course or altering a course to facilitate a different delivery method.

8.2.2 Previous delivery

A score will be awarded for the following:

The numbers of training courses previously completed[6] in the category within the last 3 years. This training must be certified by an awarding body.

- The certification must be:
    - On or recognised by the National Framework of Qualifications or
    - On or recognised by the European Qualification Framework[7] or
    - An Industry recognised award at national level.
- Be supported by documentary evidence of delivery, for example:
    - Certification records
    - Attendance records
    - Course schedule records
- Must have been at least a duration of 31 tutor contact hours
- Must be primarily aligned with the category and can only be used as an example in one category[8].

8.2.3 Per day cost

Applicants will be asked to supply a per day cost for Tutors for each technical category.

Where the class contact time is less than 4 hours in any day, the tutor rate will be charged at ½ of the daily rate for that day.

Daily rates for tutors can only be paid in respect of actual delivery days[9] and excludes all holidays, bank holidays, etc. System updates may still be needed during extended holidays and must be processed as required (e.g. TACS).

All costs must be inclusive of travel and subsistence allowances.

All costs must be inclusive of VAT where applicable.

9. Contract Costing Information Details

Cost elements 1 and 2 (detailed below) relating to the contract will be defined at the framework submission stage. Element 3 (receipted expenditure) will be calculated prior to the issue of a contract. An annual increase in element 1 (Tutor cost) will be considered on request, by the Contractor up to 2% in Year 2, and up to 1% in Years 3 and 4 if extended, of the previous year's average on the anniversary of listing on the framework.

9.1 Element 1 – A per-day tutor cost[10]:

Table 1: Tutor Grade Descriptions

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[6] Completed is where the final certificates have been awarded.
[7] https://ec.europa.eu/ploteus/search/site?f%5B0%5D=im_field_entity_type%3A97
[8] For example, an office skills course with a Lot of computer skills can't be used in the ICT and then used in the Business skills category (or vice-versa).
[9] This may differ from the course schedule which could include holidays. E.g. a 20 day course could be scheduled over Easter and be on the system for 25 days, in this case, only 20 days can be claimed.
[10] See Appendix 1 Minimum Tutor Requirements.

Grade:	Description:
Junior	Meets the minimum pedagogical and professional qualification and experience requirements detailed in Appendix 1 – Minimum Tutor Requirements.
Intermediate	Meets the minimum requirements and has 2 years additional experience in both professional and pedagogical requirements.
Senior	A tutor that exceeds the minimum requirements and has 4 years additional experience in both professional and pedagogical requirements.

The average cost of the 3 grades will be used to score this cost element.

Tutor cost must only include direct payments to contracted tutors (excluding elements 2 – management & admin costs and 3 – receipted expenditure).

It is understood that there will be cases where the availability of tutors is impacted by factors such as industry pay rates (due to a shortage of technically qualified persons). At the discretion of the ETB, a premium of up to 1.5 times the per day tutor cost may be applied to a specific contract. The Contractor must provide evidence of the shortage of available tutors where a significant factor in the availability relates to the per day tutor cost and course/programme in question must also be at the high end of the technical spectrum[11].

9.2 Element 2 –management and administration costs:

This element is inclusive of all costs for running, administering, delivering Quality Assurance requirements and general managing of the contract (excluding elements 1 – tutor costs and 3 – receipted expenditure).

Management and Administration costs will be calculated as follows:

a) 20% of the <u>actual</u> contract tutor costs and receipted expenditure (excluding premises/facilities)
b) 15% of the technical sub-contract costs.
c) A per learner fee of €10 up to 100 learners or up to €1,000 per contract to account for high volume contracts; and
d) Up to €1,000 per contract for small incidental expenses e.g. stationary.

Therefore, only where attributable and reasonable costs above c) and d) above incurred can receipted expenditure be claimed.

9.3 Element 3 – Receipted Expenditure:

Individual ETB's process dealing with receipted expenditure must be adhered to and may vary from region to region. The Contractor must ensure that they are familiar with the procedures and must strictly adhere to them.

Receipted expenditure includes the cost of assessments, the cost of premises rental and other costs (equipment and consumables) that are paid based on a receipt for the expenditure. All

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[11] An example would be high end computer programming, it may be difficult to recruit these instructors due to the rate of pay in industry. Other courses at level 6 on the NFQ for technical subjects such as coded pipe welding for example may fall into this criterion.

receipted expenditure must be approved by the ETB in advance. All quotes must be submitted to the authorised person for approval **prior to the purchase** of the goods or service.

The Contractor must ensure that they have access to sufficient cash flow to deliver the contracts in the regional Lots and categories for which they were successful. This could be well in excess for the capacity requirement to access the framework.

Where the Contractor supplies the premises for the contract with the approval of the ETB, the cost charged for that premises should be in-line with of the general cost for rental of similar premises in the region.

Where the ETB supplies the premises the ETB must comply with Circular 08/15[12] or future applicable ESF or other eligibility rules.

A Contractor procuring items/services under "Receipted Expenditure" must, at a minimum, follow the requirements for procurement as outlined in the Guidelines on conducting an appropriate competitive process under national rules and revised EU public procurement Directives[13],[14]. Specific ETB's procurement rules may exceed these general requirements and may be applied at the discretion of the ETB.

In general procurement levels:

- ➢ Supplies or services less than €2,000 in value may be purchased on the basis of quotes from one or more competitive supplier;
- ➢ Supplies or services contracts between €2,000 and €10,000 in value may be awarded on the basis of written responses to specifications sent to at least three suppliers.
- ➢ Supplies or services contracts between €10,000 and €25,000 in value may be awarded on the basis of written responses to specifications sent to at least five suppliers.
- ➢ Where it is necessary to deal with a sole supplier, arrangements which provide best value for money should be negotiated[15].
- ➢ Equipment purchase restrictions are defined in section 3.7 ESF Certifying Authority, Department of Education and Skills Circular 1/2015[16] [17] or future applicable ESF or other eligibility rules.
- ➢ Premises rental is exempt from obligations relating to procurement of goods or services. (I.e. tendering for premises rental within the contract is not an

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[12] http://circulars.gov.ie/pdf/circular/per/2015/08.pdf (Ref - Rule 3 (3.2))

[13] http://www.etenders.gov.ie/generalprocguide.aspx (including "Circular 20/2019: Promoting the use of Environmental and Social Considerations in Public Procurement")

[14] ETB's specific procurement requirements may be applied where required.

[15] Refer to https://ogp.gov.ie/public-procurement-guidelines-for-goods-and-services/ (Version 2: Issued January 2019)

[16] http://www.esf.ie/en/ImageLibrary/Repository/Files/Certifying-Authority-ESF-Eligibility-Rules-2014_20-Circular-1_2015-12Mar2015.pdf (March 2016)

[17] http://circulars.gov.ie/pdf/circular/per/2015/08.pdf (Ref - Rule 3 (3.2))

obligation). Premises rental must be operated using 'Arm's Length Transaction[18]' principles must ensure value for money.

All items of equipment purchased will become the property of the ETB and must be transferred to them at the end of the course. Items that have been procured for the use of the clients during the course may be given to the clients on the approval of the ETB.

Other considerations for premises including accessibility[19] and suitability must be taken into account in the selection of appropriate premises.

Income must be accounted correctly and be in compliance with any relevant ESF requirements[20].

Technical sub-contracts[21] will be treated under receipted expenditure for the purpose of managing the payment of these sub-contracts[22].

Contractors must produce a procurement plan for approval prior to the contract start. Review of the procurement plan may form part of the SRM quarterly reviews.

Payments of receipted expenses may be processed based on proof of payment of an invoice from the Contractor.

The process for procuring receipted items may be reviewed and changed at the discretion of the ETB.

The Contractor must endeavour to minimise inventory associated with the delivery of a programme/course.

The Contractor must maintain and store all equipment and materials belonging to the ETB in their care in a way that will minimise damage, wastage and depreciation unless otherwise agreed with the ETB.

9.4 Outcome payments:

20% of element 1 and element 2 cost components combined up to a maximum of €20,000 may be allocated to each contract for performance against agreed KPIs for that contract. Payment must be supported by traceable data and must be evidence based.

See Appendix 3 - Examples of a SRM Agenda, Score card and potential KPIs.

The actual percentage (up to the maximum) and indicator applied to a particular contract will be determined by the ETB on a contract by contract basis.

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[18] An arm's length transaction is a transaction in which the buyers and sellers of a product act independently and have no relationship to each other
[19] The ETB's Policy on access and equality should be considered when selecting premises
[20] http://circulars.gov.ie/pdf/circular/per/2015/08.pdf is particularly relevant (Jan 2015)
[21] A Technical sub-contract is a sub-contract that has a unique IP or significant time or cost entry barrier. The procurement of this is covered in the overall cost allocation assigned to the framework and therefore separate procurement is not required. The ETB must ensure value for money processes are applied.
[22] ETBs may directly pay suppliers at the ETBs discretion

9.5 Unique Suppliers (Technical sub-contracts)

Unique Contractors may be identified where they own the Intellectual Property of a specific course/ programme or certification.

A unique Contractor may also be categorised by the ETB where they are supplying facilities or technical expertise that are specialised and/or have a significant "cost or time barrier to entry" for the preferred Contractor.

In these cases, sub-contracting arrangements may be entered into with the unique sub-contractor by the Contractor. Negotiation of cost and service standards must take place and be approved by the ETB prior to contracting. These costs must be processed as "receipted" expenses.

The ETB must ensure that value for money principles apply to the authorisation of technical sub-contracts.

10. Operational elements

10.1 Contracting

Course specific contracts must be in place prior to the commencement of any activity directly relating to the delivery of the course.

Activity covered under the Supplier Relationship Management requirements relating to the course is not claimable under course specific contracts and is at the sole expense of the Contractor.

10.2 Sub-contracting

All costs of sub-contracting will be the responsibility of the Contractor. Daily rates proffered in stage 2 of framework tender cannot be re-negotiated where a sub-contractor is utilised. Technical sub-contracts are exempt from this condition as they will be individually authorised.

The Contractor will be held wholly responsible for the performance and management of their sub-contractors. The main contractor's liability is not affected by use of sub-contractors, even where these are identified to the ETB.

All sub-contractors must or must have completed a European Single Procurement Document (ESPD) and be compliant before assignment to a contract.

It is the Contractors responsibility to ensure that their sub-contractors fully comply with the requirements of the contract and service delivery. If the Contractor is unable to provide the service they must default[23].

The ETB must be notified of any sub-contractor that will be used in the delivery of the contract. The ETB may require that sub-contractors provide declarations/certificates to demonstrate that they are

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[23] Default is where they are unable to deliver a course for whatever reason. This will rotate the Contractor to the bottom of the cascade list.

not excluded from participation by virtue of Regulation 57[24]. The ETB may veto the appointment of the sub-contractor if there are grounds for exclusion under Regulation 57.

Formal contracts must be issued to sub-contractors prior to the delivery of a course. These contracts must include terms and conditions that ensure the sub-contractor complies with the ETB's requirements for the delivery of the service, in particular requirements relating to the Quality Assurance and access to the courses, supporting materials and documentation, these conditions must include sanctions in the event of breach of contract. The ETB may ask for reasonable terms and conditions, necessary for the smooth operation of the service or QA, to be included in the sub-contracts and may decide not to proceed with a contract where these terms and conditions are not agreed.

The Contractor and all sub-contractors must comply with the code of practice issued by the Revenue Commissioner[25] with regard to determining the employment status of persons working on any aspect of the provision of contracted service.

The ETB may review any sub-contract for any aspect of the service delivered under this contract and may refer a sub-contract to the appropriate authority for consideration of compliance to directives, codes of practice or legal requirements.

10.3 Calculating the course contract value

The contract value comprises of 7 parts. The value of each part is added together to determine the maximum value of the contract. The actual payment against the contract may be less than the maximum value. Charges and fees should accurately reflect <u>actual</u> costs of the service delivery[26].

The contract must be signed by an authorised person from both parties <u>before</u> any activity specific to that contract may be carried out. The ETB will determine the termination date of each contract which will be advised on Contract Appendix B.

The 7 parts for consideration of the Contract Value:

10.3.1 Part 1: Course Recruitment

Where the Contractor is required to participate in the recruitment to the course:

The number of days required for recruitment is multiplied by the "Intermediate Tutor per-day rate" to calculate the cost of part 1.

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[24] European Union (Award of Public Authority Contracts) Regulations 2016 - S.I. No. 284/2016 (irishstatutebook.ie) – Section 57 Exclusion grounds
[25] http://www.revenue.ie/en/tax/rct/determining-the-correct-employment-status-of-a-worker.html (published September 2019)
[26] For example; if a senior tutor was nominated to deliver the course at contract stage, and subsequently a junior tutor had to be assigned, then the fee should be charged based on the junior tutor rate.

10.3.2 Part 2: Development Cost

Where the course/programme has to be developed[27] (This cost excludes the normal requirements for information and descriptions to be entered into PLSS and systems for course scheduling):

The maximum cost is the per day rate of the appropriate level of Subject Matter Expert (SME) (equivalent to the tutor requirements and per day rates) multiplied by the number of days the SME is working on the development the course. Additional development days required to address other development elements (e.g. quality checking, desk-top editing or graphic design) can be charged at the Junior Tutor per-day rate.

The allocation of the SMEs and any other development activity needed to develop the course as well as the maximum days required will be by agreement of both parties using the SRM process and will be actioned under a course contract.

Where the contract includes development, all associated work product and intellectual property associated with the development will belong to the ETB unless otherwise agreed.

10.3.3 Part 3: Course management and administration

This element is inclusive of all costs for running, administering, delivering Quality Assurance requirements and general managing of the contract (excluding tutor costs and receipted expenditure).

Management and Administration costs will be calculated as follows:

a) 20% of the <u>actual</u> contract tutor costs and receipted expenditure (excluding premises/facilities)
b) 15% of the technical sub-contract costs.
c) A per learner fee of €10 up to 100 learners or up to €1,000 per contract to account for high volume contracts; and
d) Up to €1,000 per contract for small incidental expenses e.g. stationary.

Therefore, only where attributable and reasonable costs above c) and d) above incurred can receipted expenditure be claimed. See example under Part 5 below.

10.3.4 Part 4: Course delivery Tutors

The number of days for which a tutor is required multiplied by the tutor per day rate (see Per day cost reference). There may be different levels of tutor assigned to different modules of the course. In each case, the actual per day rate for each level of tutor multiplied by the associated cost will apply. (This may include post course follow up specific to the course, for example; job club workshops following the course delivery).

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[27] Development is defined as the creation of a course or programme where a training programme specification does not currently exist. It does not include the transcription of an awarding body's course into the PLSS. The access to IP may be procured outside of the Contracted Training framework.

ETB can stipulate a preference for the grade of the required tutor (Junior, Intermediate or Senior) at the pre-contract stage. The rate paid is based on the lower cost of the preferred or available tutor grade rather than the assigned tutor's grade[28].

10.3.5 Part 5: Technical Sub-Contract

This is the cost of a unique supplier sub-contract.

Where there is parallel delivery of technical sub-contracting and direct provision in a course, the M&A fee is charged at 15% and 20% for the appropriate activity[29].

10.3.6 Part 6: Receipted expenses

Receipted expenses include:

- Certification: The expected maximum cost for certification; this includes all awarding body's assessment costs, other costs that can be assigned to a participant directly related to taking

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[28] Tutor costs for example:
  a) An ECDL course is required, and the ETB stipulate a preference for a Junior grade tutor. The contractor can't source a Junior grade tutor but has a Senior grade tutor available to deliver the course. The tutor rate is charged at the Junior grade rate.
  b) The ETB stipulates a preference for an Intermediate grade hairdressing instructor; however, only a junior grade is available. The tutor rate is charged at the Junior grade rate.

[29] Technical sub-contact with tutor for example:

A driving (Class B, HGV, Artic) course has driving instruction and classroom activity simultaneously. 4 learners are on the road getting driving lessons. 10 learners are in the classroom learning the theory and associated skill for the occupation. Use of a Technical sub-contract should always be considered for driving instruction where the ETB does not own vehicles or employ driving instructors due to the risks and requirements associated with driving instruction on public roads.

  i. The contract is established with a technical sub-contract to cover the entirety of the driving lessons (including the driving instructor, vehicle rental, motor insurance, vehicle maintenance etc.) in this case 14 learners each getting 20 hours of driving instruction and access to a vehicle for testing (say an inclusive cost of €X)
  ii. A second component of the contract covers the classroom-based activity with a tutor assigned for a specific number of days (say an inclusive cost of €Y).
  iii. Non- premises receipted expenditure (say total €Z)

The M&A fee is calculated as follows:

  a) 20% of (the tutor cost €Y + (€Z -d) non-premises receipted expenditure if > €1,000)
  b) 15% of the technical subcontract €X
  c) 14 * €10 per learner fee
  d) Up to €1,000 for small incidental expenses (non-receipted)

an assessment event can be included. Costs for Quality Assurance activity related to assessment events are not allowed.

- Equipment: The expected maximum cost for equipment. An item is considered equipment it if meets all of the following conditions:
  - Under normal conditions of use, including reasonable care and maintenance, there is an anticipated useful life of more than one year,
  - It retains its original shape and appearance with use, and;
  - It does not lose its identity through incorporation into a different or more complex unit.
- Consumables: The expected maximum cost for consumable items.
- Premises: The expected maximum cost for the hire of premises.
- Other: The expected maximum cost for miscellaneous items (e.g. supports for clients who need readers or writers).

10.3.7 Part 7: Outcome Payments

Up to 20% or a maximum of €20,000 for the achievement of data based measurable indicators.

10.4 Course Contract Amendments

Amendments to contracts are permitted where operational adjustments are required to facilitate the general needs of Learners. For example, course extension, change of location etc.

When amendments are necessary:

- The Amendment to Contract must be approved and signed by the authorised person before it is sent to the Contractor for signature.
- The Amendment to contract must be signed by the Contractor and then updated on the appropriate payment management system (i.e. SRM (Supplier Relationship Module) in SAP.

10.5 Cancellation of signed course contracts

Course contracts may be cancelled in agreement with the Contractor and the ETB.

10.6 Participant Recruitment/Course cancellation

At the sole discretion of the ETB; courses may be postponed or cancelled prior to the planned commencement date of the course. The Contractor will be notified prior to the cancellation of the course.

No costs can be reimbursed for cancelled courses where the course contract has not been signed by both parties.

Contractors may be required to assist in the recruitment to courses. These costs, stipulated in the course contract for participation in recruitment, may be charged to the ETB where the course has been cancelled.

Any commitments made to a third party that incur costs prior to the start date of a course must be pre-approved by the ETB. Where possible, Contractors must negotiate exit clauses for rental agreements etc. that minimise the exposure of cost where a course is cancelled in advance of the start

date. The ETB must be made aware of any potential exposure to costs prior to commitments to those costs by the Contractor.

10.7 Health and Safety

It is the responsibility of the Contractors to adhere to all current Health and Safety legislation.

Contractors must have a Safety Statement covering the activities, equipment and location where the training is taking place. A Safety Statement applicable to the course must be available for sighting by the ETB.

If the services of a sub-contractor are engaged in the delivery of a course, the Contractor must ensure the sub-contractor is fully aware of its statutory duties and obligations pursuant to the relevant Health and Safety Legislation.

10.8 Record Retention

The Contractor must retain a copy of all financial records, all training records, all health and safety records and trainee resource material for a period of seven years after operational programme finish date[30] unless otherwise stated in the Contract. Original documentation must be returned to the ETB after the course.

10.9 Payment

Payment schedules may be agreed locally with the ETB. Fee elements of the course contract may only be claimed after the service has been delivered. An advance payment of fees is not permitted. Typical payment cycle is every 4 weeks.

11. Contract Training Systems

As of January 2021 the following systems are used to facilitate the monitoring and management of contract training courses. The Contractor must use these systems when delivering the courses.

- PLSS (Programme and Learner Support System)
- TACS (Trainee and Apprentice Clocking System)
- Local WEB applications

The Contractor is required to accurately record data into these systems.

Information and management systems are subject to change from time to time and the Contractor must implement changes when requested to do so by the ETB.

12. Contract Training Monitoring and Auditing

All aspects of the Service provision is subject to monitoring or auditing at any time, during and up to seven years from the end of the current ESF funding programme (2027), by the ETB, any of their funding authorities or any of the applicable state or European agencies with responsibility for auditing or monitoring of the funding or funding authorities.

Where a sub-contractor is delivering a course (or part of a course) the Contractor must attend the monitoring/auditing event if requested to do so by the ETB.

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[30] Currently December 2027 for the 2014 – 2020 funding cycle

13. Programme Branding and Signage

Contractors must be aware of, and adhere to, the requirements of the funding agencies' requirements for branding, signage and publicity.

The contractors must get permission to use additional personal branding or signage relating to the delivery of course material or at course locations[31].

Providers or other parties may not advertise or promote other activities to participants without the express permission of the ETB.

14. Contract Training – Managing Operational Performance

Issues with service provision may arise during the operation of the framework. It is preferable that issues are addressed considering the process of Supplier Relationship Management (SRM) as described above. For the avoidance of doubt, excellence in the approach and execution of Quality Assurance is a critical service requirement and failure in this area may lead to significant sanctions applied at the discretion of the Framework Clients (ETBs).

Application of an action resulting in the rotation of a Contractor on a cascade list or the removal of a Contractor from the framework will be in compliance with the Framework Agreement in the first instance and will be in line with the ethos and processes of the ETB in the second instance. The onus is on the Contractor to ensure that they are aware of the operational ethos of the ETBs which may differ from region to region.

Refer to Section 5 'PROCEDURE FOR AWARD OF SERVICES CONTRACTS' of the Framework Agreement.

Where the Contractor has been sanctioned under a contract to the extent that they have been removed from the framework or where they have been cycled to the bottom of a cascade list for significant or persistent deficiencies in the performance of a substantive requirement, the Contracting Authority will consider this to be grave professional misconduct, and this may exclude the contractor from the framework or from a related future framework.

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[31] This excludes 3rd party or previously existing branding used on approved course materials such Microsoft, CompTIA etc. or signage on buildings rented to deliver the courses where signage already exists.

15. Appendix 1 - Minimum Tutor Requirements

A Tutor is a person delivering any element of the course greater than 10% of the course content. (Persons delivering less than 10% of the course are referred to as a guest speaker and must be supervised at all times by a Tutor).

Tutors must meet either the requirements detailed in the Training Specification or the requirements outlined below; whichever is higher.

Tutors must be capable of delivering the course or module(s) specified in the relevant Training Specification and any specific requirement specified. They must also have an appropriate pedagogical qualification prior to delivering any element of a Training Course.

The ethos of skills training requires that the Tutors have recent related professional experience so that they can bring relevant and up to date real life examples to the learning process. (For example, if the Tutor is delivering a course where the participants would be expected to get work in the tourism sector, the tutor must have recent experience working in tourism). The ETB may require that the contractor ensures that proposed tutors have recent relevant experience.

Names and details of Tutors must be submitted to the ETB prior to the issue of a contract.

Tutors must complete the tutor declaration (Appendix 2) before they can be assigned to the course.

Pedagogical qualification minimum requirement:

The Tutor's qualification must have comprised a minimum of 110 hours of learning, of which a minimum of 24 hours must be face-to-face tutored.

The content of the course must be focused on Adult Learning and have included elements covering:

- Planning for training
- Training Needs Analysis
- The trainer role
- Motivation
- Communication
- Training methods
- Evaluation and assessment
- Quality assurance in training and education
- Equality issues in training

The syllabus for the course must be available for inspection with the Tutor's pedagogical certificate.

Pedagogical experience minimum requirement:

The Tutor must have post qualification experience delivering training to learners over a period of time totalling 2 years or more of direct learner contact time.

Where a Tutor does not have 2 years pedagogical experience, they are categorised as a "Junior" tutor. However, they can be assigned to a course where they are subject to a development plan by the Contractor that includes monthly evaluation by a senior tutor for the duration of the course. (The

senior tutor's name and details must be notified to the ETB). The development plan must be available for inspection by the ETB on request.

Professional qualification and experience minimum requirements:

The Tutor must hold a recognised qualification in the particular discipline at least 1 level above the module or overall course certification that is being delivered and have at least 2 years related professional experience in the discipline.

- A junior tutor has 2 years' experience
- A Intermediate tutor has at least 4 years' experience
- A Senior tutor has at least 6 years' experience

Or

The Tutor must hold a recognised qualification in the particular discipline at the same level and have a minimum of 4 years related professional experience in the discipline.

- A junior tutor has 4 years' experience
- A Intermediate tutor has at least 6 years' experience
- A Senior tutor has at least 8 years' experience

Or

Where no recognised professional qualification exists for the course, the Tutor must have a minimum of 7 years related experience in the discipline.

- A junior tutor has 7 years' experience
- A Intermediate tutor has at least 9 years' experience
- A Senior tutor has at least 11 years' experience

16. Appendix 2 - Tutor Declaration

Contractor's Name: (the "Contractor")

Tutor's Name: Tutor's PPS number:

I declare that:

> ➢ I have read and understand the pedagogical and professional requirements for Tutors for this course as set out in the Training Programme Specification and Tutor Information Pack and I fulfil those requirements.
> ➢ I have read and I understand the Training Programme Specification. I agree to deliver the Course in compliance with that specification.
> ➢ I have read and I understand the Tutor's roles and responsibilities as set out in the Information Pack. I agree to deliver the Course in compliance with those roles and responsibilities.
> ➢ I have read and I understand the procedure for dealing with Tutor issues on contract training courses as set out in the Information Pack and I agree to abide by that procedure.
> ➢ I will conduct all training and assessment in full compliance with the requirements as set out in the Training and Assessment Specifications and any requirement of the relevant awarding body.
> ➢ I will undertake any training/assessment programmes, including programmatic updates or refresher workshops, relevant to the Course as required.
> ➢ I have not been excluded from involvement in the delivery of training for or on behalf of an ETB.
> ➢ I acknowledge and agree that the ETB reserves the right to exclude me from involvement in future delivery of training for or on behalf of an ETB in the event that I contribute to a material breach of the Contractor's contract with the ETB in relation to the provision of the Course or if any of the information in this declaration is found to be false.
> ➢ I agree that the ETB may inform other ETBs, SOLAS or potential Contractors, if I have been excluded from involvement in the delivery of training for or on behalf of the ETB, of that exclusion at their discretion.

I hereby declare that the information provided by me is correct and accurate.

Signature of Tutor:

Print name:

Date:

17. Appendix 3 - Examples of a SRM Agenda, Score card and potential KPIs

17.1 Typical Agenda for SRM meeting:

Topic	Presenter	Purpose	Time (mins)
Introductions	ETB Manager	Relationship	5
Agenda Review	ETB Manager	Alignment	10
ETB Business Update	ETB Manager	Business update, strategic objectives, emerging trends	20
Supplier Business Update	Supplier Executive	Company update, roadmap, industry/market conditions and trends	20
Supplier Report Card, Review – Highs & Lows, key messages for improvement	ETB Manager	Review performance Recognise Accomplishments Secure commitment	30
Supplier response to performance messages	Supplier Executive	Management Commitment	20
Meeting Summary & next meeting logistics	ETB Manager	Logistics Action plan agreement	15

17.2 Example of a Typical Supplier Score Card
KPI Score Card:

17.2.1   Cost related KPIs

Category	Service Level	KPI	Score (averaged per-contract as applicable)	Max Score (may be weighted)	Q1	Q2	Q3	Q4
Cost saving and management initiatives	Achieve cost savings (saving must exceed value of payment allocated) [32]	Proactively identify and action areas for cost saving.	0 – No pro-activeness 5 – emerging pro-activeness being recognised (1-3 actions recorded per contract) 10 – Excellent pro-activeness (>3 actions recorded per contract	10				
	Control contract budgets	Control anticipate spend for contract line items (fees and receipted expenses)	0 – Overspend in more than 1 area or an overspend >10% in any single area 5 – Overspend in any one area 10 – no overspend	10				
	Accurate budgeting	Minimise budget commitment	0 – Underspend > 20% in any budget line item 5 – Underspend > 10% in any budget line item 10 – Underspend > 5% in any budget line item	10				
Procurement Compliance	Management system for tracking spend	Correctly procure receipted expenses	Errors < 2 – 10 points Errors >3 <6 – 5 points Errors >5 – 0 points	10				
	Managing appropriate inventory	Minimise inventory and inventory in hand	No inventory remaining at course end – 10 points <=10% of inventory remaining in hand – 5 points >10% inventory remaining – 0 points	10				

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[32] An outcome payment allocated to a cost saving KPI must not exceed the cost saving achieved on the contract.

17.2.2 Quality Related KPIs

Category	Service Level	KPI	Score (averaged per-contract as applicable)	Max Score (may be weighted)	Q1	Q2	Q3	Q4
Impact of service provision	Achieve high Immediate satisfaction rating	Learner feedback satisfaction rates	Average score on 1 – 4 sliding scale / 4 * 10 (Very unsatisfied, unsatisfied, satisfied, very satisfied)	10				
	Ensure Knowledge acquisition	Rates of attempted assessment	Numbers taking full assessment programme vs starters (# taking assessment/starters * 10)	10				
		start knowledge self-assessment vs end knowledge self-assessment	% Average rate of improvement converted to 10 point scale	10				
	Change Behaviour	Application of knowledge	#'s progressing to jobs/higher level courses in a related area (#/starters * 10) Post course survey (impact of the training)	10				
	Assess Cost Benefit	The programme improved participant performance or generated cost savings	Number of jobs; duration of employment (linked to social welfare payment reductions or performance in job assessment) Cost of programme – resulting savings (6 - 12 month time window) Net negative return > 4 times the cost 0 > 0 < 4 times the cost 5 Net positive return > 4 times the cost 7.5 > 0 < 4 times the cost 10	10				
Quality of service	Plan the service systematically	Delivery Activity Planning and Risk Assessment identify potential issues and improvement opportunities	Opportunities for improvement to specific courses # identified – score (2 points per item max 10 points)	10				

Category	Service Level	KPI	Score (averaged per-contract as applicable)	Max Score	Q1	Q2	Q3	Q4
		Apply Resourcing	Sufficient resources committed to action improvements	Proactively assigns resources in anticipation of need – 10 Assigns resources responsively – 5 Resources not assigned – 0	10				
		Act effectively	Develops courses to activity plan and actively manages risks	Completes Activity plan and reduces all risks to (max) medium level – 10 Partially completes activity plan; medium risk management activity – 5 Little or no activity plan completion, small risk management – 0	10				
		Measure actions	Measures the impact of the activity plan and includes findings in following courses	Identified measures for actions and assessed them on completion – 10 Vague measure for actions and/or partial implementation of learning – 5 No learning actioned in sequent courses – 0	10				

17.2.3 Assessment Quality Assurance

Category	Service Level	KPI	Score (averaged per-contract as applicable)	Max Score (may be weighted)	Q1	Q2	Q3	Q4
Quality Assurance	Accurate and precise operation and reporting of assessment	Internal Verification errors identified	Errors < 2 – 10 points Errors >3 <6 – 5 points Errors >5 – 0 points	10				
		External Authentication errors identified	Errors < 2 – 10 points Errors >3 <6 – 5 points Errors >5 – 0 points	10				
		Results Approval Panel overturn/Issues	0 overturn - 10 points 1 overturn - 5 points >1 overturn - 0 points	10				

17.2.4 Systems

Category	Service Level	KPI	Score (averaged per-contract as applicable)	Max Score (may be weighted)	Q1	Q2	Q3	Q4
PLSS	Accurate transfer of Course information to PLSS	# of Errors	0 overturn - 10 points 1 overturn - 5 points >1 overturn - 0 points	10				
TACS	Accurate recording of attendance	# of Errors	Errors < 2 – 10 points Errors >3 <6 – 5 points Errors >5 – 0 points	10				

17.2.5 Demographics

Category	Service Level	KPI	Score (averaged per-contract as applicable)	Max Score (may be weighted)	Q1	Q2	Q3	Q4
Social	Deliver courses structured to the demographic of the client or location	Dropout/completion rate	Rate <= 10% - 10 points Rate <=20% - 5 points Rate > 20% - 0 points	10				

17.2.6 Reputation

Category	Service Level	KPI	Score (averaged per-contract as applicable)	Max Score (may be weighted)	Q1	Q2	Q3	Q4
Recruitment	Generate applicant interest	Applicant numbers	Rate > 200% course number - 10 points Rate <= 150% course number - 5 points Rate < 100% course number - 0 points	10				
	Sustained utilisation	Number of starters	Rate = 100% course number - 10 points Rate <= 90% course number - 5 points Rate < 80% course number - 0 points	10				
Return Clients	Numbers retuning to service	Survey of potential for return	>90% would use the service again >70% would use the service again <=70% would use the service again	10				

| Satisfaction | Achieve high Immediate satisfaction rating | Learner feedback satisfaction rates | Average score on 1 – 4 sliding scale / 4 * 10 (Very unsatisfied, unsatisfied, satisfied, very satisfied) | 10 | | | | |

17.2.7 Sustainability related KPIs

The potential KPIs for sustainability[33] to consider include:

| Sustainable Categories	Potential Indicators	Max Score (may be weighted)	Q1	Q2	Q3	Q4
Energy and Climate Change (EC)	1. Energy efficient appliances usage are replacing conventional appliances 2. Smart Building implementation 3. Number of renewable energy sources in campus 4. The total electricity usage divided by total campus population (kWh per person) 5. The ratio of renewable energy produced towards energy usage 6. Elements of green building implementation as reflected in all construction and renovation policy 7. Greenhouse gas emission reductions program 8. The ratio of total carbon footprint divided campus population	10				
Waste (WS)	1. Recycling program for campus waste 2. Program to reduce the use of paper and plastic in campus 3. Organic waste treatment 4. Inorganic waste treatment 5. Toxic waste handled 6. Sewerage disposal	10				
Transportation (TR)	1. The Ratio of total vehicles (cars and motorcycles) divided by total campus population 2. Shuttle service 3. Zero Emission Vehicles (ZEV) policy on campus 4. The ratio of Zero Emission Vehicles (ZEV) divided by total campus population	10				

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[33] Source: Criteria & Indicators | UI Green Metric

Sustainable Categories	Potential Indicators	Max Score (may be weighted)	Q1	Q2	Q3	Q4
	5. Ratio of parking area to total campus area 6. Transportation program designed to limit or decrease the parking area on campus 7. Number of transportation initiatives to decrease private vehicles on campus 8. Pedestrian path policy on campus					
Education and Research (ED)	1. The ratio of sustainability courses towards total courses/subjects 2. The ratio of sustainability research funding towards total research funding 3. Number of scholarly publications on environment and sustainability published 4. Number of scholarly events related to environment and sustainability 5. Number of student organisations related to environment and sustainability 6. Existence of a sustainability website 7. Existence of published sustainability report	10				
Setting and Infrastructure (SI)	1. The ratio of open space area towards total area 2. Area on campus covered in forest 3. Area on campus covered in planted vegetation 4. Area on campus for water absorbance 5. The total open space area divided by total campus population 6. Budget for sustainable effort	10				
Water (WR)	1. Water conservation program implementation 2. Water recycling program implementation 3. The use of water efficient appliances (water tap, toilet flush, etc) 4. Treated water consumed	10				

17.3 KEY PERFORMANCE INDICATORS

The following are the payment related Key Performance Indicators for this contract.

Category	Service Level	KPI	% of Payment for achievement of KPI
Cost			
Cost saving initiatives	Execute cost savings		
Adherence to contract cost	Price compliance to contract		
Quality			
Measures Quality of service delivery	Client rating		
Participant Outcomes			
Measures Participant Outcomes	Certification Progression Employment		
Sustainability			
Measures Sustainability of service delivery	Client rating		

17.4 Typical decision chart for selecting potential KPIs
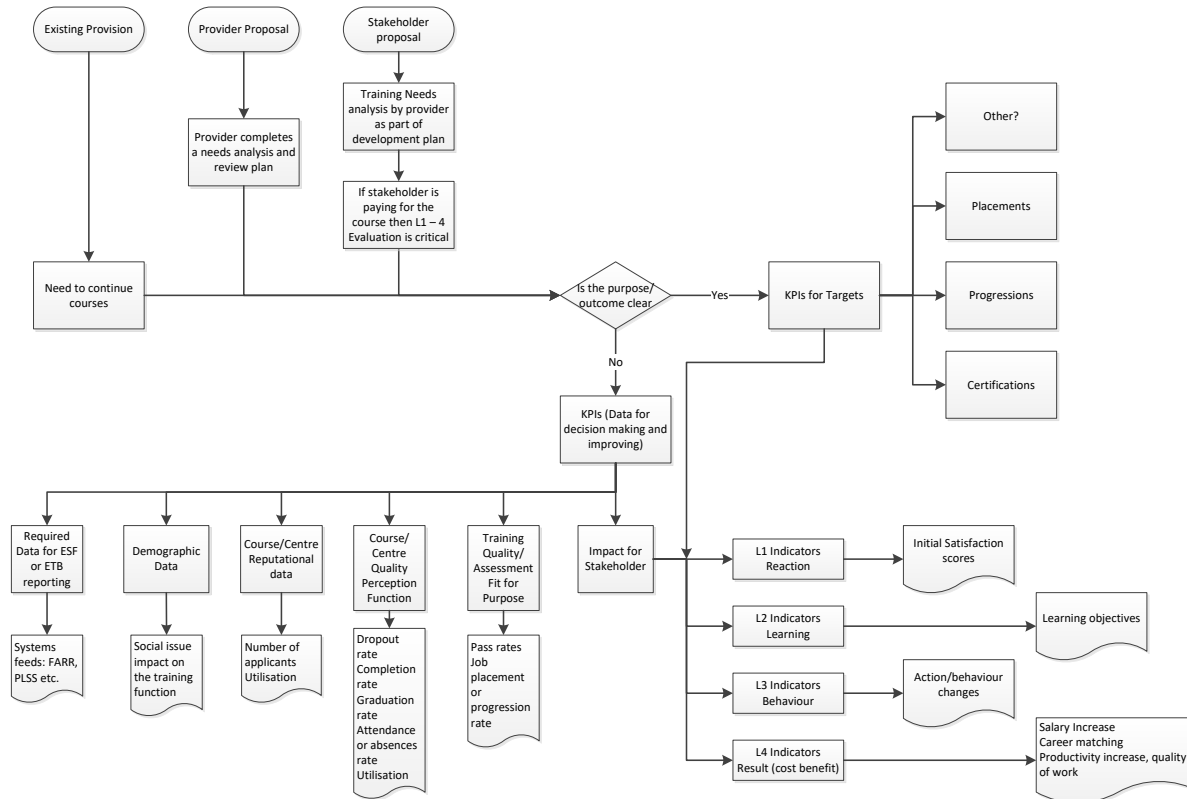
KPI's may relate to collecting data or may be specific targets to be achieved. Qualitative indictors measuring the impact of the intervention may also be considered for measurement and analysis.

In some cases, the measurement may form part of the delivery process. For example, result indicators in a work environment may be collected as part of the contracted programme and may require significant time that can be accommodated in the contract at the appropriate rates.

18. Appendix 4 - Example of Financial requirements templates for receipted expenses

18.1 Contracted Training – Receipted Expenditure Planning Template

This template should be completed prior to the contract issue:

The Management & Administration fee includes:

c) A per learner fee of €10 up to 100 learners or up to €1,000 per contract to account for high volume contracts; and

d) Up to €1,000 per contract for small incidental expenses e.g. stationary.

Therefore, only where attributable and reasonable costs above c) and d) above incurred can receipted expenditure be claimed.

Approval for the procurement of the expenses can be received electronically. **NO** Procurement can take place without prior approval from the ETB.

Requirements for quotes must comply with the ETBs procurement rules for the number of quotes required. Rules for aggregation of receipted costs apply only within the individual contract.

Non-compliance with procurement regulations is a material breach of contract.

All quotations must be attached to the template.

Course Title:		Course Location:		PLSS Reference/ Course Code:		Duration (Days)	

18.2 Certification Costs:

Use of the SOLAS TEL Supports, the ETB's QA agreements and any other cost consolidations should be considered prior to incurring this category item.

Certification Title	Awarding Body	Cost per client	Maximum number of repeat assessments facilitated in the contract

Budget Certification Cost: €

18.3 Premises Costs:

18.3.1 *Supplier's or ETB's premises:*

Description of the premises and equipment supplied	Cost per week/day	Typical costs for 3 other similar premises within the general area/region	
		Premises Name	Cost per week/day

18.3.2 *Sourced 3rd Party Premises:*

Description of the premises and equipment supplied	Premises Name and address	Cost per week/day

Budget Premises Cost: €

18.4 Other Costs:

18.4.1 *Equipment:*

Description (specification including rental or purchase options)	Quotations	Suppliers (where a single Contractor is used; justification and negotiation to be attached) Where a framework is used note the framework reference ID

Budget Equipment Cost: €

18.4.2 *Consumables:*

Description (specification)	Quotations	Suppliers Where a framework is used note the framework reference ID
PPE		
Client resources (books, personal equipment, etc.)		

Budget Consumables Cost: €

Budget "Other" Cost total: €