



APPRENTICESHIP CONNECT (NI)

EMPLOYER TERMS & CONDITIONS

1. Introduction

- 1.1. CITB NI has developed Apprenticeship Connect (NI), an apprenticeship matching service for construction employers ('the organisation') and prospective applicants. This initiative is partially funded by the Department for the Economy's Apprenticeship Challenge fund. Employers and candidates will be assisted with the shortlisting and recruitment process by using the Workplus website.

2. Workplus

- 2.1. Workplus has been contracted to provide their portal to assist organisations and candidates with the shortlisting and recruitment process.

3. The Organisation

- 3.1. The Organisation in this agreement is the employer offering the apprenticeship opportunity.
- 3.2. The Organisation is the beneficiary of the services provided by CITB NI and Workplus as outlined below. The Organisation will be required to comply with the terms outlined below.

4. Services

- 4.1. The Organisation will receive the following services:
- Marketing and advertising campaign to attract applicants
 - Access to applicants through Workplus portal
 - Advocacy and collaboration with schools, colleges, universities, professional bodies and government
 - Brand placement on Workplus.app
 - Brand recognition on CITB NI and Workplus marketing materials
 - Feature in CITB NI and Workplus social media posts
- 4.2. For the benefits above as part of the CITB NI project until 31 March 2021, the Organisation will pay no fee to CITB NI or Workplus.

5. The Agreement

- 5.1. The Organisation will:
- Provide each apprentice with a competent mentor (this will be checked by the training provider) to support them towards their apprenticeship and, where applicable, professional qualification.

- Provide information to CITB NI and Workplus in a timely fashion when requested.
- Follow the agreed common recruitment timetable (interviews, job offers, etc). Failure to comply with this timetable will result in termination of this Agreement.
 - **18 January – 26 February – Apprenticeship applications open**
 - **1-5 March – Apprenticeship eligibility checks**
 - **8-26 March – Employers shortlist using Workplus portal**
 - **29 March – 16 April – Employers arrange and conduct interviews**
 - **19 April – Apprenticeship employment offers made directly by the company, no earlier than 9:00am**
 - **21 April – Applicants accept/decline offers by 10:00am and employers issue next offer, if applicable**
 - **23 April – Applicants accept/decline offers by 10:00am and employers issue next offer, if applicable.**
 - **This cycle continues on Monday, Wednesday & Friday of subsequent week(s) until places are filled or applicants exhausted.**
- For new apprentices entering the first year of their apprenticeship, not pay **more** than the maximum annual starting salary in 2021 for the following apprenticeship levels:
 - Level 2, £13k
 - Level 3, £15k
- Pay no less than the National Minimum Wage (NMW) which is currently £4.15 per hour *(if under 19 or in first year of apprenticeship otherwise refer to age bands below). If you employ an apprentice that has already completed the first year of an apprenticeship, refer to the NMW for the applicable age band.

Age	Rates from April 2020
25 and over	£8.72
21 to 24	£8.20
18 to 20	£6.45
Under 18	£4.55
Apprentice*	£4.15

- CITB NI would encourage Organisations to pay the recommended National Joint Council for the Building & Civil Engineering Industry (NJC) wage for an apprentice, see table:

Monday 11 January 2021				
	Up to 21 years		Over 21 Years	
	Hourly Rate	Weekly Minimum Wage	Hourly Rate	Weekly Minimum Wage
1 st 6 months	£5.61	£218.79	£7.14	£278.46
2 nd 6 months	£7.14	£278.46	£8.16	£318.24
After 12 months	£8.16	£318.24	£8.26	£322.14
At NVQ Level 2	£8.84	£344.76	£8.84	£344.76
At NVQ Level 3	£11.32	£441.48	£11.32	£441.48

- The above apprentice NMW & NJC wage rates are subject to change and participating organisations will be notified.
- This Agreement shall commence on the date the employer register their apprenticeship opportunity on the Workplus portal and shall, unless terminated by the Organisation, continue in force until it terminates automatically on 31 May 2021.
- Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- This Agreement embodies the entire agreement and understanding between the Parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations, representations and discussions of the Parties relating to that subject matter.
- Nothing in this Agreement is intended or shall be construed to establish or create an agency, partnership or joint venture relationship between the Parties.

Data sharing agreement

The following paragraphs set out the framework for the sharing of personal data between Workplus and the Organisation as data controllers.

Workplus and the Organisation acknowledge that one party (referred to in this paragraph as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

- Workplus and the Organisation shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.
- Each of Workplus and the Organisations shall:
 - ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - give full information to any data subject whose personal data may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - process the Shared Personal Data only for the Agreed Purposes;
 - not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - not transfer any personal data received from the Data Discloser outside the EEA unless the transferor;
 - complies with the provision of Articles 26 of the GDPR (in the event the third party is a joint controller); and

- ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR (Transfers on the basis of an adequacy decision); or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR (Transfers subject to appropriate safeguards); or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR (Derogations for specific situations) applies to the transfer.
- Workplus and the Organisation shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, Workplus and the Organisation shall:
 - consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - promptly inform the other party about the receipt of any data subject access request;
 - provide the other party with reasonable assistance in complying with any data subject access request;
 - not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
 - use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - maintain complete and accurate records and information to demonstrate its compliance with this paragraph 1.4 and
 - provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.
 - The Organisation shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes. In particular the Organisation shall not retain or process Shared Personal Data in relation to potential apprentices that the Organisation does not recruit for longer than 6 [six] months. Save in respect of apprentices that the Organisation employs, each of Workplus and the Organisation, at the written direction of the other, shall delete or return Shared Personal Data and copies thereof to the other on termination or expiry of this Agreement or once processing of the Shared Personal Data is no longer necessary for the Agreed Purposes, unless required by law to store the personal data.
 - **Privacy Policy.** The Organisation acknowledges that it has read, will comply with (where applicable) and will adopt similar standards and methods of dealing with personal data as set out in Workplus' Privacy Policy <https://www.workplus.app/privacy-policy>. Workplus and the Organisation acknowledge that Workplus' Privacy Policy supplements the Organisations notices and privacy policies and is not intended to override them.

- The following definitions shall be used in this paragraph:
 - **Agreed Purposes:** to facilitate the introduction and recruitment of potential apprenticeship candidates by Workplus to the Organisation.
 - Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organizational measures: as set out in the UK Data Protection Legislation in force at the time.
 - **Data Discloser:** a party that discloses Shared Personal Data to the other party.
 - **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI2003/2426) as amended.
 - **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
 - **Permitted Recipients:** Workplus and the Organisation, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement.
 - **Shared Personal Data:** the personal data to be shared between Workplus and the Organisation. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
 - Identity Data such as title, first name, surname, gender, date of birth in relation to potential apprenticeship applicants;
 - Contact Data such as address, email address, telephone number in relation to potential apprenticeship applicants;
 - Profile Data such as employment details, education history, your interests in relation to potential apprenticeship applicants;
 - Usage Data such as information about how the Organisation uses the Workplus applicant portal and service in relation to potential apprenticeship applicants;
 - Marketing and Communications Data such as your preferences in receiving marketing communications from us and third parties and your communication preferences in relation to potential apprenticeship applicants.