

EXIT STRATEGY

1. BACKGROUND

11. The ESFA like to see that Independent Training Providers have in place an exit strategy and while we believe is not something that will affect IC Training Ltd, this policy and plan will be shared on our website. The Education and Skills Funding Agency (ESFA) contracts with a large number of Independent Training Providers, the majority of which provide good quality education and training in line with the requirements of the contract.
12. Reasons for exit strategy implementation:
 - Contracts terminated.
 - Choose to exit the market based on their own business decisions.
 - Exit as a result of financial failure and/or entering administration or insolvency proceedings.
 - Death of owners/Directors.
 - Damage to building - also see Business Continuity Plan.
 - Compulsory purchase of building.
13. From the 2020/21 contracting year, providers will be required to produce an Exit Plan setting out how the provider will ensure it performs its obligations to assist in the orderly transition of the Services from the Contractor to the Department and/or any Replacement Supplier in the event of termination (including partial termination) or expiry of the Contract. The Exit Plan will cover the areas of learners, data, and evidence (including for sub-contracted delivery).
14. There are many different scenarios whereby IC Training Ltd is unable to continue to provide training to learners and this document has been developed to consider the arrangements that may be put in place to protect each student and their teaching and learning.
15. The Director Jayabalan Gukanesan is this plan's owner and responsible for all key activities and day-to-day liaison, ensuring it is maintained, exercised and updated in accordance with IC Training Ltd policy for reviewing business continuity and emergency response plans. They are also responsible for defined an action plan set against timescales with responsibility for completion clearly indicated.

2. REASONS FOR A MARKET EXIT

21. Market exit may be due to one or more of the following circumstances, but this is not an exhaustive list:
 - IC Training Ltd's contract term expires, and a new contract is not awarded (e.g., AEB provision)
 - The contract may be terminated by the contracting party due to a contractual breach.
 - IC Training Ltd may decide to terminate its own contract(s).
 - IC Training Ltd may become insolvent or move into administration and therefore be unable to deliver its contractual obligations, hence automatic termination.
22. The education contracts currently held by IC Training Ltd are noted below. This is not an exhaustive list as new/different work and contracts are being agreed and delivered throughout

the academic year:

- Sub Contracted Adult Education Budget (part time and full time) teaching and learning. ESFA.
- Contracted SME Apprenticeship contract directly by the ESFA.

3. PRIORITY FOR IC TRAINING LTD

- 3.1** The underlying priority for IC Training Ltd is to ensure the continuation of training for its learners in order for them to complete their courses in a timely and efficient manner and to not be disadvantaged in any way by the termination of any contract either with a Funder or with IC Training Ltd itself.

4. SUBCONTRACTING ARRANGEMENTS

- 4.1** IC Training Ltd does not currently work with subcontractors for the provision of teaching and learning. In the event this changes, subcontractors would be taken through a rigorous annual due diligence process. Throughout the year a performance management regime would be undertaken with several business review meetings taking place to review performance, quality, completions, student feedback, data and finance. With the exception of insolvency, all issues should be highlighted well in advance and addressed, giving time for IC Training Ltd to enact any contingency arrangements.

5. CONTINGENCY PLANNING PROCESS

- 5.1** The arrangements that need to be made will depend on the exact scenario and the type of provision that is affected. For example, most employability type Adult Education is of short duration (1-2 weeks) and can therefore be turned off very quickly and easily with little or no detriment to learners. However, for provision of a longer duration, it is vital that the student's interests are protected, and they are able to continue to study.
- 5.2** In a scenario where IC Training Ltd is in control of the decision to cease certain provision, existing learners would continue their studies until completed but no new recruitment will take place.
- 5.3** If there is evidence of contract failure or imminent insolvency, an emergency management meeting will be convened by the Director and Board of Governors.
- 5.4** The following actions will then be taken:
1. The ESFA or other relevant funding agency will be informed of the situation within 28 days.
 2. Communication plans for all impacted stakeholders during the exit process (such as awarding organisations, end-point assessment organisations (EPAOs) that some or all funding agreements with the ESFA have been terminated, will be undertaken by Jayabalan Gukanesan and take place within 28 days.
 3. Learners will be contacted directly to inform them of the decision, outlining the contingency plan for continued delivery to ensure minimal disruption to their learning.
 4. Recruitment will be stopped, any vacancies removed from Find an Apprenticeship within 3 days.
 5. The process for staff communications will be managed by Amanda Robertshaw, which will include notification of redundancies; this will be undertaken on a one-to-one basis.
 6. Where the provision is workplace delivery, employers will be contacted by telephone initially, with follow-up via email and one to one meeting where required.

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7. The process for managing outstanding Employer Incentive Payments and Co-Investment Contributions will be undertaken by the Director Jayabalan Gukanesan.
8. The Centre Manager Rupal Mehta will contact all awarding organisations within 28 days to ensure learner registration and certification is moved to any new awarding organization.
9. The Centre Manager will also ensure the transfer of data and learner to the new provider/s; this will be agreed with the ESFA and take place within 28 days. IC Training Ltd will:
 - retain their learner file as per retention periods at Appendix A. The new provider will gather new evidence for the learner.
 - transfer their portfolio so they can continue their course with the new provider.
 - Box up paper learner files, keeping ESF records in separate boxes. Files will be weeded before boxing, i.e., remove duplicate documents, remove plastic wallets and secure all records in the relevant learner's wallet

If the learner file needs to be transferred back to ESFA, the ESFA record transfer agreement will be used.

10. Wherever possible, IC Training Ltd will provide alternative delivery to support learners to continue their course. This may include employing tutors and/or hiring premises and equipment.
11. IC Training Ltd, through its Quality Department, will undertake all quality assurance to ensure learners achieve their qualifications and receive timely certification.
12. The Director will calculate the final reconciliation of income generated under the affected contract and provide this as a completion payment.
13. The Director will be responsible for checking all ESFA reports to ensure a full and accurate final ILR return, which will be done the date following termination of the notification.

6. AEB PROVISION (DIRECT CONTRACT)

- 6.1. In the event of ESFA contracts being terminated or not renewed IC Training Ltd would support all student to achieve their current learning aims and issue certificates as per normal.
- 6.2. IC Training Ltd would work with the ESFA to facilitate either sharing of staff in the case of staff shortages or transfer of learners in a planned orderly fashion. This would be carried out in conjunction with the ESFA or employers if learners were on apprenticeship courses.
- 6.3. All student data would be held in IC Training Ltd's secure GDPR compliant storage provision for the required duration. Staff no longer required to support this provision would be redeployed, including TUPE procedures, or go through the necessary process of redundancy.
- 6.4. In the highly unlikely event that IC Training Ltd were to be made insolvent, IC Training Ltd would work with the ESFA to either restructure its operations, transfer some or all of its provision to another local training provider.
- 6.5. On an annual basis IC Training Ltd undertakes a full review of current provision and considers local market demands, course viability and overall quality in order to align provision and create its curriculum offer for the following academic year. Sometimes, through this process certain courses are discontinued, with new courses taking their place. Existing learners are supported to complete their current qualifications and then directed on to new provision which better

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reflects the market and will support that student into local work and/or progression.

- 6.6. A significant drop in the overall quality of provision in teaching and learning may lead to an OFSTED inspection and may result in IC Training Ltd falling to a grade 3 or 4. This will mean that IC Training Ltd would be unable to deliver any new apprenticeship provision. IC Training Ltd would continue its current provision, supporting learners to a successful outcome and award of certification and then cease delivery moving forwards. Staff no longer required to support this provision would be redeployed or go through the necessary process of redundancy.

7. OCCURRENCES OF A NATIONAL CRISIS (INCLUDING PANDEMICS)

- 7.1 In the event of a local epidemic or national pandemic causing disruption, including the closure of IC Training Ltd premises, the contingency plan is to minimise disruption and protect IC Training Ltd workforce and learners.
- 7.2 The following actions will be instigated:
- i. Immediately contact all employers to establish:
 - Planned closure date and re-opening date if known.
 - Status of all current learners.
 - What training, if any, including remote activity can still be provided to learners.
 - What support will be needed from IC Training Ltd?
 - ii. Where it is established that an employer is unable to provide support to continuing apprentices, IC Training Ltd will offer support in the form of online learning modules.
 - iii. IC Training Ltd will maintain regular contact with all learners until such time as full learning services become available. This will include maintaining contact with any employer of learners on the apprentice programmes.
 - iv. IC Training Ltd will provide support to put in place alternative teaching methods such as moving learners from face-to-face delivery to online/virtual learning where possible.
 - v. IC Training Ltd will ensure arrangements are in place for the processing of enrolments and completions to continue either remotely or by a designated member of staff entering IC Training Ltd premises. This will ensure no disruption of the cash flow to both IC Training Ltd and means learners are not disadvantaged when rerolling onto or completing their courses.
 - vi. Any face-to-face meetings or monitoring visits booked may be changed to remote visits or meetings, where possible.
 - vii. IC Training Ltd's business review meetings will take place remotely.
 - viii. Regular contact will be maintained with learners and employers to gather updated information and possible re-opening of premises.

8. RECORD KEEPING

- 8.1 IC Training Ltd adhere to UK GDPR and Data Protection Act 2018 requirements in relation to data sharing and data protection: ICO Registration number: ZA093573. Learner files, as a minimum, contain:
- evidence about the learner, e.g., proof of identity

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- evidence of eligibility for funding
- evidence of qualifications/course studied and achieved
- European Social Fund (ESF) financial information – as detailed in ESF guidance (if applicable)

Reference is made to the [provider rules](#) for more details of what should be retained in the learner file. [ESF 2014 to 2020 funding rules](#) are followed where files relate to ESF Training Provision.

- 8.2 Electronic data records and documents are stored in secure off-site cloud-based servers that meet accepted security standards and legal requirements for audit purposes.
- 8.3 Learner files are stored in electronic systems or paper wallets that contains the following information:
- learner's surname, first name
 - course studied
 - academic year
 - ESF contract number (if applicable)
 - destruction date (6 years from date study ended, or 31/12/2030 if ESF-funded)
- 8.4 Records are stored in secure, lockable, fireproof, non-portable storage containers and access is strictly controlled and limited to designated personnel only. ESF records must be easily identifiable, and it is recommended that they are kept separately.
- 8.5 When records have reached their retention period, data will be disposed of securely and confidentially. All records containing personal information, or sensitive policy information is made either unreadable or unreconstructable:
- paper records should be shredded using a cross-cutting shredder or by an external company.
 - CDs / DVDs / floppy disks should be cut into pieces
 - audio / video tapes and fax rolls should be dismantled and shredded
 - hard disks should be dismantled and sanded

9. OTHER INFORMATION

- 9.1 All contracting for IC Training Ltd's general provision of teaching and learning is detailed in annual contracts between IC Training Ltd and the ESFA, and other funders.

10. REVIEW

- 10.1 This policy will be reviewed on an annual basis or following changes to Government updates and statutory guidance in relation to Covid-19 and company risk assessment policies and processes.

APPENDIX A

1. Risk assessment

The following risk assessment is underpinned by the Education and Skills Funding Agency (ESFA) funding and performance-management rules for training providers.

1.1 Changes to IC Training Ltd

All Provision (Applicable to AEB and Apprenticeships)

Scenario 1:	Physical building closure due to natural disaster or other unforeseen circumstances
Likelihood:	Currently high risk (see below Covid-19 risk mitigation)
Risk mitigation:	<p>1) Where an IC Training Ltd training location requires closure due to natural disasters or other unforeseen circumstances, the following measures will be taken:</p> <ul style="list-style-type: none"> - The IC Training Ltd Disaster Recovery Plan will be followed, and action plan created to minimise disruption as much as possible - All provision currently using the location for training purposes will be relocated to an alternative location - Where required, timetabling will be revised for all affected provision to allow for the change of location and any disruption to the learner's studies - Where appropriate, IC Training Ltd may utilise alternative means of delivery (forexample, temporary online delivery)
Covid-19	
Likelihood:	Currently ongoing
Risk mitigation:	<p>1) IC Training Ltd are mitigating against the impacts to work schedules and travel restrictions relating to Covid-19 by delivering all AEB and Apprenticeship provision remotely where required:</p> <ul style="list-style-type: none"> - The overall module and programme structure will be adhered to as far as possible by continuing remote delivering activity as per programme schedules. This includes workshops for apprenticeship provision, supporting tutorials and Professional Development Assessor (PDA) sessions. - Remote activities will be scheduled for the designated delivery days, supplemented with additional online resources. The basic framework of a scheduled delivery day will be sent to learners by their Tutor for each module or unit of study. - For AEB provision, the use of e-learning platform OneFile will be utilised to ensure robust onboarding, compliance, engagement and learning activities. Tablets will be made available to learners where the need arises. - For Apprenticeship provision, OneFile resources will be available at all times. In addition, Teams and Zoom messaging will be used as a discussion board to facilitate peer to peer interaction with Tutor, peers and PDA involvement.

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- For those learners who are unable to attend the online delivery sessions, all live Teams sessions will be recorded and download links and teaching videos will be made available to learners.
- Online meeting invitations will be sent as Outlook Calendar meetings, allowing individual meetings to be accepted or declined as appropriate (this will also permit swift commencement and conclusion of sessions once all likely attendees are known).
- In-module remote interaction with Tutors and PDAs will follow the same process as previous modules, though there will be flexible provision for additional support via email, OneFile and text as required.
- Where required, the IC Training Ltd Centre Contingency Policy will be utilised in relation to the submission of assessment.

2) These arrangements will be regularly reviewed by the Senior Leadership Team to ensure the quality and effectiveness of provision remains high. Once the situation improves, face-to-face delivery will be resumed at the earliest opportunity.

Scenario 2:

Likelihood:

Company or programme closure

Low risk due to continuous risk management monitoring and financially robust standing

Risk mitigation:

1) In partnership with higher and further education regulatory bodies, IC Training Ltd conduct regular risk management exercises and monitoring to ensure the Centre remains financially stable and continues to meet its quality benchmarks. Where an extreme set of events leads to the closure of IC Training Ltd or their Adult Education Budget or Apprenticeship programmes, the following measures will be taken:

- Where possible, IC Training Ltd provision will close gradually over a period of time that would allow current enrolled learners to complete their studies
- Where gradual closure is not possible, IC Training Ltd will support their learners and employers (if applicable) to find an appropriate alternative provider of their programme

Scenario 3:

Likelihood:

Loss of key staff

Moderate risk

Risk mitigation:

1) IC Training Ltd have business development plans in place to recruit additional staff at certain points in the business' growth.
2) In addition to this business development plan, IC Training Ltd have access to a range of highly qualified teaching and administrative staff during points of unexpected growth or loss of key staff.

Should a loss of key staff occur, IC Training Ltd will seek to fill gaps as quickly as possible, by moving other current members of staff with appropriate skills and experience, into the vacant position(s) or recruit externally, to avoid disruption.

Scenario 4:

Changes to programme content, regulations and policies

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Likelihood:	Moderate risk due to an ongoing commitment to programme quality and enhancement
Risk mitigation:	<p>1) IC Training Ltd are committed to ongoing quality assurance, enhancement and listening and acting on feedback from learners, external stakeholders, employers and staff. For this reason, programme content, regulations and policies will be updated from time to time.</p> <p>2) All changes to programme content, regulations and assessment must undergo a formal approval process. Within IC Training Ltd, this process involves robust consultation and discussion at SMT and Board level for Governance and oversight purposes.</p>

These updates will be made in partnership with the awarding body and all learners will be notified of any programme or policy amendments that have a direct impact on their studies. No learner will be treated disadvantageously during the implementation of these types of amendments. It is not possible to change regulations for learners once they have embarked upon their programme of study, unless it is petitioned and agreed. However, any changes which have been deemed as advantageous can be implemented. Any alternative changes would only be implemented for new learners at the beginning of their programme.

Scenario 5:	Loss of registration to the Register of Training Organisations (ROTO)
Likelihood:	Low risk due to the regular review of robust quality systems operating within IC Training Ltd
Risk mitigation:	<p>1) In partnership with further education regulatory bodies, IC Training Ltd conduct regular risk management exercises and monitoring to ensure the Centre continues to meet its quality benchmarks.</p> <p>In the unlikely event that loss of registration occurs, IC Training Ltd will follow the same measures in place following institutional and/or programme closure (scenario 1).</p>

Adult Education Budget (AEB) Provision Only

Scenario 6:	Loss of funding from issuing body (ESFA)
Likelihood:	Low risk due to the regular review of robust quality systems operating within IC Training Ltd
Risk mitigation:	<p>1) In partnership with further education regulatory bodies, IC Training Ltd conduct regular risk management exercises and monitoring to ensure the Centre continues to meet its quality benchmarks.</p> <p>In the unlikely event that loss of funding occurs, IC Training Ltd will follow the same measures in place following institutional and/or programme closure (scenario 1).</p>

Apprenticeship Provision Only

Scenario 7:	Loss of awarding body approval and/or programme validation
Likelihood:	Low risk due to regular monitoring exercises with the awarding body

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Risk mitigation:

- 1) IC Training Ltd will work to identify an alternate awarding partner. IC Training Ltd will work to put an alternative arrangement in place as soon as possible so as to minimise any disruption to learners, who will be advised and supported by IC Training Ltd with regards to their study options throughout this process.
- 2) Annual monitoring overseen by the awarding body and the implementation of any changes deemed necessary to continue to meet our quality benchmarks
- 3) Formal and informal engagement with the awarding body's EQA
- 4) Regular advice and guidance sought from Senior Quality and Partnerships Manager

Scenario 8: Loss of registration to the Register of Apprenticeship Training Providers (ROAPT)

Likelihood: **Low risk** due to the regular review of robust quality systems operating within IC Training Ltd

Risk mitigation:

- 1) In partnership with further education regulatory bodies, IC Training Ltd conduct regular risk management exercises and monitoring to ensure the Centre continues to meet its quality benchmarks.

In the unlikely event that loss of registration occurs, IC Training Ltd will follow the same measures in place following institutional and/or programme closure (scenario 1).

1.2 Changes to the apprenticeship status

Scenario 1: The employer wishes to negotiate a revised training or assessment cost.

Likelihood: **Low risk** due to all costs being agreed prior to the start of the programme

Risk mitigation:

- 1) A detailed written agreement is drawn up and agreed upon by both the employer and IC Training Ltd prior to any training taking place. All negotiations shall take place prior to enrolment so as to minimise the risk of disruption to the learner.

Scenario 2: An apprentice requires a break in their apprenticeship, for example due to illness, maternity or another personal reason.

Likelihood: **Moderate risk** due to unforeseen learner circumstances

Risk mitigation:

- 1) IC Training Ltd will make learners aware of a wide range of inhouse and external support services available to them, from the beginning and throughout their programme of study; signposting will be undertaken as appropriate. Good pastoral support systems in place. Counselling and welfare support will also be made available to learners where appropriate.
- 2) Any break in learning will be agreed upon between the learner, employer and IC Training Ltd.

Scenario 3: The apprentice wishes to withdraw from the apprenticeship where they are no longer employed by the employer or whereby, they choose to withdraw prior to completion but remain with the same employer.

Likelihood: **Moderate risk** due to unforeseen learner circumstances

Risk mitigation:

- 1) Robust programme recruitment exercises are carried out in close consultation

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with employers to ensure that the candidate has a demonstrable interest in, and commitment to, the subject area and that the programme is appropriate to their interests, aspirations, work and ability.

2) IC Training Ltd will make learners aware of a wide range of support services available to them, from the beginning and throughout their programme of study.

3) Learners can receive exit qualifications and a transcript of their study if they choose to leave the programme.

Scenario 4:

The employer would like to select a different provider where the course remains the same.

Likelihood:

Low risk due to IC Training Ltd's focus on employer satisfaction

Risk mitigation:

1) IC Training Ltd operate a robust complaints and appeals procedure to ensure the rectification and mutual satisfaction of all issues.

2) Continuous feedback is gathered from both employers and learners to ensure the smooth running of the programme. This ongoing feedback and open communication ensure minor issues are ironed out as soon as possible.

3) IC Training Ltd utilise customer relationship management tools to nurture and support their relationships with employers, increasing the likelihood of retention and return business.

Scenario 5:

The apprentice changes employer but wishes to continue the same apprenticeship with IC Training Ltd.

Likelihood:

Low risk due to IC Training Ltd's robust programme recruitment exercises

Risk mitigation:

1) Robust programme recruitment exercises are carried out in close consultation with employers to ensure that the candidate is expected to have longevity with the employer. Where this does not occur, IC Training Ltd will contact and work with new employers to discuss the training needs of the apprentice and how their programme of study can continue with minimal disruption to both the learner and new employer.

Scenario 6:

The apprentice is made redundant.

Likelihood:

Moderate risk due to unforeseen employer circumstances

Risk mitigation:

1) IC Training Ltd will support employers through business engagement; providing knowledge, skills, ideas and experience to assist in company resilience and growth.

2) IC Training Ltd will support the learner to find new employment with a suitable employer where they can continue their programme of study with minimal disruption.

3) Apprentices who have been made redundant less than six months before the final day of their apprenticeship do not need to be employed under an apprenticeship agreement and can continue completion of their programme.

APPENDIX B

Retention of records

Learner files should be retained securely for 6 years from Financial Year End after end of course or until 31/12/2030 if ESF-funded provision.

This guidance is in addition to the statutory guidance provided by [Companies House](#) and [HMRC](#) on a company's record keeping requirements.

The ICO also provides guidance on [document retention requirements](#).

5.1 Record checklist

Type of record	Retention period	Action	Completed
Learner records: <ul style="list-style-type: none"> • Details of learner • Course studied • Learner eligibility 	6 years from Financial Year End after last payment made	Destroy records older than 7 years. List all remaining records with full name, course studied & course dates.	
'Live' Portfolios (paper and electronic)*	2 years from end of course	Destroy records older than 2 years. List all remaining records with full name, course studied & course dates.	
Certificates	N/A - send to learner	Return all certificates to awarding body if not sent to learner.	
European Social Fund (ESF)	For the 2007-13 ESF Programme this is expected to be until at least 31 December 2022. For the 2014-20 ESF Programme until at least 31 December 2030.	Destroy records if past destruction date. List all remaining records with full name, course studied and course dates. Note: check the DWP - ESF guidance before destroying any paperwork in case the destruction date has changed.	
Corporate records: <ul style="list-style-type: none"> • HR records • Finance records 	Retain as per statutory guidance provided by Companies House and HMRC on a company's record keeping requirements		

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Type of record	Retention period	Action	Completed
• Contract records			

*Note: these are the Portfolios that relate to current learning and certificates haven't been claimed

Exit Strategy Plan template

(The template provides a minimum requirement. Additional steps may be added to reflect the needs of the contract or contract. The Plan should be agreed at the face-to-face meeting following formal notification of closure or contract cessation.

Steps to closure		By whom		Dates	
		Partner/Funder	IC Training Ltd	When	Date of Completion
1	Decision to dissolve contract made				
2	Key contract contacts agreed				
3	Request for Strategic Approval for Exit				
4	Discussions held by the Director and external representatives to confirm the process				
5	Formal Notification sent				
6	Effective date at which contract and contract ends				
7	Confirmation of final recruitment point (date)				
8	Confirmation that all internal and external stakeholders are notified and internal marketing comms amended				



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9	Mutual agreement to co-operate to ensure all applicants are advised of the ending of the contract and all alternative options available including progression routes				
10	Agreement to notify learners of the decision in writing				
11	Articulate a commitment to provide all enrolled learners with every opportunity to complete the qualification or training as validated				
12	Confirm agreement by any partner institution to maintain appropriate standards for learners remaining on course until the maximum registration date				
Learners remaining on the programme					
A	How many learners will remain on each year of each award/programme after the exit has been confirmed? (provide a breakdown per year, indicating maximum registration				

	date)		Partner/Funder	IC Training Ltd	When	Date of Completion
B	What is the final date by which ALL learners are expected to complete their programme of study?					
C	Agree on the accuracy of a separate, confidential list of names of all affected learners, their re-sit opportunities (where applicable) and maximum registration date.					
D	Will these learners have tutorials/one to ones regarding the dissolution of the contract?					
E	How will the programme team protect the learners' interests?					
Annual Review						
			Partner/Funder	IC Training Ltd	When	Date of completion
F	Provide details of the resources required to					



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support the learners until they complete their studies <u>Include:</u> <ul style="list-style-type: none">• Teaching & specialist staff• Physical resources e.g., specialist training locations and/or equipment• External examiners• Work placement activities These should be articulated until the exit process is complete				
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9.8
6/1/23