



This Service Agreement is made between the Student Loans Company and the Further Education Learning Provider in respect of services undertaken for the administration of Advanced Learner Loans

1. Purpose

The purpose of this Service Agreement is to define the agreed commitments of the Student Loans Company (SLC) and FE Learning Providers (FELPs) to deliver information requirements to each other in respect of the administration of Advanced Learner Loans. The Service Agreement is the point of reference for the service standards that apply to these commitments.

The Service Agreement is a template agreement that applies to all FELPs. SLC has sought the views and guidance from FELP membership organisations and the Education & Skills Funding Agency (ESFA) in finalising this template Agreement.

The Service Agreement is not legally binding and does not have any scope of enforcement through statutory provisions. However, adherence to these standards is a requirement under the ESFA's Funding Rules for Advanced Learner Loans.

2. Definitions

"Funding Rules" means the document issued by the ESFA which sets out the rules for FELPs who receive funding from the ESFA and which offer education and skills training.

"FE Learning Providers (FELPs)" is the generic term for colleges, schools, universities, local education authorities, employers and independent training providers that are in receipt of an allocation of funding to deliver FE learning and training.

"AIS" means the Applicant Information Service section of the Learning Provider Portal.

"ESFA" means the Education & Skills Funding Agency in England, an executive agency of the Department of Education.

3. Authorisation

The authorisation for this Service Agreement is provided through the ESFA's Funding Rules for Advanced Learner Loans.

The Funding Rules are issued annually to FELPs who are (a) registered on the Register of Training Providers, and (b), approved to deliver loans funded Learning Aims. FELPs accepting a loans funding allocation are therefore aware of the requirement commitments in the Funding Rules.

The Funding Rules reference SLC's Service Agreement & Service standards, in section 59.

FELPs have an obligation to adhere to SLC's requirements for Advanced Learner Loans administration; in respect of specific information requirements of the SLC are as follows:

- Learners' Unique Learner Numbers
- Learners' initial and ongoing attendance/engagement
- Verification, and correction if necessary, of Learners' Learning Aims and fee rates charged by the FELP
- Learners' cessation of learning, through withdrawal or suspension.

The use of all personal data will be covered by the Data Sharing Agreement (appendix 3). Service Standard measures apply in respect of accuracy and timely provision of information.

This Service Agreement therefore provides the point of reference for FELPs to deliver these information requirements.

SLC has developed service standards for each of these requirements and has also defined standards for the delivery by SLC of enabling dependencies. These service standards are defined in Appendix 1. Appendix 2 provides the definitions of services.

4. Duration

This Service Agreement comes into force on 1 June 2018, in respect of AY 2018/19 and each AY thereafter, until further notice.

There will then be a formal review each February to determine if the Service Agreement, or any service standards, definitions or management provisions within, need to be changed. AoC and AELP representatives will be engaged in SLC's Service User Group to review the Service Standards, and the Service Agreement will be reviewed by the Advanced Learner Loans Stakeholder Steering Group.

Communications of any changes will be undertaken in writing by providing the updated version of this agreement to FELPs prior to them coming into force.

5. Scope

The scope of the Service Agreement is limited to Advanced Learner Loans funding in England.

6. Provisions

6.1 Scope of Services

The services falling into the scope of this Agreement, and the applicable service standards, are defined in Appendix 1.

6.2 Accountability

The FELP appoints a primary contact for loan administration, and matters related to this Service Agreement are initially handled through that contact.

The FELP's Advanced Learning Loans Contract Manager is accountable for the adherence to the SLC Service Standards.

SLC's Head of Partner Services is accountable for the services provided by SLC.

6.3 Monitoring & Reporting

The FELP will ensure that management and monitoring systems are in place to ensure achievement of the service standards.

SLC's Partner Services Division monitors the performance of the FELP against the target service standards.

SLC's Head of Operations (Glasgow) monitors and reports on the accuracy and timeliness of payments and reassessments.

6.4 Remedial Action and Escalation

Actions are agreed between SLC FE Account Manager and senior FELP contact to address any significant variances from the service standards, and may include the following:

- Re-prioritisation of administration work.
- Essential system and process training delivered by SLC's Account Managers.
- Account Reviews with the SLC Account Manager.
- Implementation of process improvement and backlog resolution actions.
- Placing conditions onto FELPs, concurrently or as a pre-requisite to, the approval of a growth request by ESFA.
- SLC will escalate issues with individual providers to the FELPs Contract Manager. The FELP will make the senior contact, at management level at the minimum, available as a point of escalation for any issues. This role will default to the FELPs Contract Manager, unless an alternative member of the FELP executive team is nominated.

6.5 External Remedies & Escalations

SLC will regularly report the following information to the Advanced Learner Loans Stakeholder Steering Group:

- The performance of the sector against service standards
- The trends in performance over time
- The extent of remedial action plans

Individual FELPs will not be identified within these reports.

SLC has a Service Agreement with the ESFA by which SLC is required to notify ESFA of any FELP that is consistently falling short of the service standards or failing to implement improvement plans. The ESFA is required to consider whether these concerns merit action in relation to the Funding Rules.

SLC is required to notify ESFA where it believes FELPs are not making reasonable efforts to achieve the service standards. This may, and has in the past, led to suspension/withholding of fee payments.

7. Complaints about the Service Agreement

Complaints in relation to the use of the Service Agreement can be made to the signatory in writing, who undertakes an investigation and appropriate resolution.

8. Confidentiality & Publicity


This Service Agreement is not deemed sensitive and therefore does not have any restrictions on circulation.

9. Publication

This Service Agreement will be published on the SLC's Learning Provider Services website. It will be issued to all FELPs on an annual basis by SLC.

10. Approvals

Signatories to the Service Agreement are as below.

<p>Signed on behalf of SLC:</p> <p></p> <p>Paul Smith, Head of Partner Services Date: 18/05/2018</p>

<p>Signed on behalf of [insert]</p> <p>ANO Date:</p>
--

11. Appendix 1 Service Standards

11.1 Service Standards apply to FELPs

Process	Submission Accuracy	Elapse Time to Complete
Unique Learning Numbers	99%	<p>ULNs to be entered within 6 weeks of the learning aim start date.</p> <p>Where an application is received more than 4 weeks after the learning aim start date, the ULN must be entered within 2 weeks of the application received date.</p>
Verification of Study Programme & Notification of Changes	100% accuracy for approved applications before attendance confirmation.	No timescale proposed. It is a condition of Attendance Confirmation that details are correct.
Initial Attendance Confirmation	99%	<p>Learner attendance confirmations to be entered within 6 weeks of the learning aim start date if the application is approved.</p> <p>Where an application is approved more than 4 weeks after the learning aim start date, the attendance confirmation must be provided within 2 weeks of the approval date.</p>
Subsequent Attendance Confirmations	99%	<p>A. 85% of learner attendance confirmations to be provided by payment drawdown date. AND</p> <p>B. 99% of learner attendance confirmations to be provided within 60 days of payment drawdown date</p> <p>The payment drawdown date is the Thursday prior to the payment date (which is the 3rd Wednesday in the month).</p>
Withdrawals	99%	<p>A. 60% of withdrawal COCs submitted within 60 days of notification. AND</p> <p>B. 99% of withdrawal COCs submitted within 90 days of notification</p>
Suspensions	99%	<p>A. 60% of suspension COCs submitted within 60 days of notification. AND</p> <p>B. 99% of suspension COCs submitted within 90 days of notification</p>

11.2 Service Standards apply to SLC

Service / Process	Accuracy	Elapse Time to Complete
Provision of Applicant Data	100% accuracy of data passed to AIS	99% of submitted applicant's details posted to AIS within 24 hrs.
Reassessments by SLC	99.5% accuracy of automatic reassessments	95% within 5 working days.
Fee Payments from SLC	99.5% calculated fee payments due are made	99% of due payments are made by payment date.
LP Enquiries to SLC Partners Support Desk	95% accuracy identified through quality checks	98% mail response within 10 days at peak, 4 days off peak. 95% of calls answered within 60 seconds, off-peak, 80% at peak.

12. Appendix 2 Definitions of Services

Attendance

Attendance on a Learning Aim means active and on-going engagement with the activities and learning opportunities made available by the FELP within the Learning Aim duration, including, but not limited to, scheduled training, work-based learning, assessment and teaching activities.

The last day of attendance ('end date'), is the point at which attendance is deemed by the FELP to have ceased, such that no fee charge is liable.

Withdrawal

A Withdrawal refers to the point at which scheduled learning, teaching and assessment activities and other active and on-going engagement end in agreement with the FELP.

A withdrawal applies where there is no intention on the learner to re-engage, and means there is no further obligation on the learner to pay fees to the FELP. A withdrawal results in termination of a learner's period of learner finance eligibility.

Suspension

Suspension means that a learner has taken a temporary break from their learning aim and there is a reasonable expectation that the learner will return. This suspension period cannot run more than twelve months, and during this time, no fee is liable from the learner.

13. Appendix 3 Data Sharing Statement

MINUTE OF AMENDMENT BETWEEN

- (1) **Student Loans Company Limited**, hereinafter referred to as SLC, a company incorporated under the laws of England and Wales (Company Number: 2401034) and having its registered office at Memphis Building, Lingfield Point, McMullen Road, Darlington DL1 9RW (“SLC”); and
- (2) **[Insert Processing Party name]**, a company incorporated under the laws of England (Company Number: [insert]) and having its registered office at [insert details] (the “Processing Party”);

WHEREAS

- (A) The Parties entered into a Service Agreement dated [insert date(s)].
- (B) The Parties have agreed to amend the Agreement as detailed in this amendment (the “MoA”).

Now therefore the Parties hereby agree as follows that:-

1. Notwithstanding the date(s) of signature hereof, the Parties agree that with effect from 25th May 2018, the following changes to the Agreement shall be effective:

2. Definitions

- 2.1 The following definitions shall be inserted in the Agreement and, where applicable, replace the definition in place prior to this MoA:

“Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor”, “Pseudonymisation” and “Supervisory Authority” have the meanings set out in GDPR (as applicable);

“Controller Party” has the meaning given to it in clause 5.1;

“Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

“Access Request”, “Data Protection Officer” and “Joint Controller” means as described in the GDPR;

“EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each member state and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

“Processing Party” has the meaning given to it in clause 5.1;

“Security Breach” means:

- (a) a Personal Data Breach; and/or
- (b) any non conformance with the security standards set out in the Agreement;

“Services” mean the services and other activities carried out or supplied by the Parties under the Agreement;

“Sub-Processor” means any person appointed by the Parties to Process Personal Data on behalf of the other Party in relation to the Agreement; and

“Working Day” means any day other than Saturday, Sunday or a public holiday in the UK.

3. GENERAL UNDERTAKING

3.1 Notwithstanding anything to the contrary in the Agreement, the provisions of this MoA shall be legally binding on the Parties.

3.2 In accordance with Article 28(3) of the GDPR, Annex 1 hereto sets out certain information regarding the Parties’ Processing of any Personal Data in relation to the Agreement.

4. DATA CONTROLLER OBLIGATIONS

4.1 Each Party hereby undertakes to the other that it shall comply, when applicable, with the obligations of a Controller under the provisions of the GDPR and undertakes that it will only process Personal Data as is necessary to perform its obligations under the Agreement in accordance with Data Protection Laws.

5. DATA PROCESSING OBLIGATIONS

5.1 To the extent that each Party processes Personal Data as a Processor (the **“Processing Party”**) on behalf of the other Party (the **“Controller Party”**) in accordance with Annex 1 each Party shall:

5.1.1 at all times comply with Controller Party’s documented instructions, subject to compliance with all applicable Data Protection Laws in relation to Processing the Controller Party’s Personal Data;

5.1.2 take reasonable steps to ensure that access is limited to individuals who are subject to confidentiality undertakings or professional or statutory obligations of confidentiality and who need to know/access Controller Party’s Personal Data for the purposes of fulfilling the Processing Party’s obligations under the Agreement;

5.1.3 implement and maintain (and provide details of such measures at the Controller Party’s request) appropriate technical and organisational measures to ensure a level of security appropriate to the risk including but not limited to the following:

- (a) the Pseudonymisation and encryption of Controller Party Personal Data;
- (b) measure(s) to ensure the ongoing confidentiality and access to Controller Party Personal Data in a timely manner in the event of a physical or technical incident;
- (c) measure(s) to restore the availability and access to Controller Party Personal Data in a timely manner in the event of a physical or technical incident;

5.1.4 assist the Controller Party by implementing and maintaining appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller Party’s obligation to respond to Data Subject’s rights (including but not limited to Access Requests) under Data Protection Laws, in particular:

- (a) notify the Controller Party by email to: subject_access_request@slc.co.uk within 3 Working Days if the Processing Party receives an Access Request from a Data Subject whose Personal Data has been passed to them from the Controller Party and is processed by the Processing Party pursuant to the Agreement and/or this MoA; and
- (b) in relation to any Access Request received by the Controller Party and shall agree in writing the approach for the secure transfer of any Personal Data relevant to the

Data Subject and Access Request, prior to the aforementioned transfer taking place as soon as possible and in any event within 5 Working Days of any request from the Controller Party

- 5.1.5 assist the Controller Party to ensure compliance with obligations under the Data Protection Laws including but not limited to:
 - (a) the security of Processing pursuant to Article 32 of the GDPR;
 - (b) notification of a Personal Data Breach to the Supervisory Authority pursuant to Article 33 of the GDPR;
 - (c) communication of a Personal Data Breach to the Data Subject pursuant to Article 34 of the GDPR; and
 - (d) data protection impact assessments, including prior consultation with Data Subjects and the Supervisory Authority, which the Controller Party reasonably considers to be required pursuant to Articles 35 and 36 of the GDPR;
- 5.1.6 within fourteen (14) Working Days after the end of the provision of Services, or as directed by the Controller Party at any time:
 - (a) at the Controller Party's discretion, (i) delete or (ii) return by secure transfer to the Controller Party (in such format as notified by the Controller Party) all of the Controller Party's Personal Data; and
 - (b) delete existing copies of all Controller Party's Personal Data subject to compliance with Data Protection Laws and always provided that the Processing Party shall ensure the security and confidentiality of all such Personal Data, and provide evidence of the same to the Controller Party on request; and
- 5.1.7 immediately inform the Controller Party if, in its opinion, an instruction infringes or conflicts with Data Protection Laws and shall not commence such Processing until it has received confirmed instructions from the Controller Party.

6. PERSONAL DATA BREACH

- 6.1 The Processing Party shall notify the Controller Party's Data Protection Officer by telephone on:
 - 6.1.1 SLC Details: 0141 243 3012 and email at: NOC_Operations@slc.co.uk; or
 - 6.1.2 Processing Party Details: **COMPLETE PROCESSING PARTY DETAILS**;immediately and in any event within 24 hours after becoming aware of a Security Breach relating to the Services or the Processing undertaken in relation to the Controller Party. Where such notification is not made within 24 hours to the Controller Party, the Processing Party must accompany the notice of such Security Breach with details of the reason for the delay in notification.
- 6.2 Any notification of a Security Breach shall include:
 - 6.2.1 a description of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
 - 6.2.2 contact details of the Data Protection Officer or other contact point where more information can be obtained;
 - 6.2.3 a description of the likely consequences of the Personal Data Breach; and
 - 6.2.4 a description of the measures taken or proposed to be taken by the Processing Party to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effectsand the Processing Party shall update such notification as and when more information becomes available.
- 6.3 The Processing Party shall co-operate with the Controller Party and take such reasonable steps to assist the Controller Party in the investigation, mitigation and remediation of each such Personal Data Breach.

7. RECORDS

- 7.1 The Processing Party shall make available to the Controller Party all information necessary to demonstrate that the Processing Party has complied with its obligations under the Agreement and this MoA and shall allow for and assist with audits, including inspections, of the Processing Party by the Controller Party and/or on behalf of the Controller Party subject to the Controller Party giving the Processing Party at least 20 Working Days' prior notice and the Controller Party taking reasonable endeavours to minimise disruption to the Processing Party's business.

8. SUB-CONTRACTING

- 8.1 The Processing Party shall not engage a Sub-Processor without the Controller Party's prior written consent.
- 8.2 Where the Processing Party engages a Sub-Processor:
- 8.2.1 the Processing Party shall ensure that the Sub-Processor is capable of providing the level of protection for Personal Data required by the Agreement and this MoA;
 - 8.2.2 the Processing Party shall ensure that the Sub-Processor is subject to contractual obligations no less onerous than those set out in the Agreement and this MoA and provide evidence of the same to the Controller Party on request.
- 8.3 The Processing Party shall remain fully liable to the Controller Party for the Sub-Processor's performance.

9. CROSS BORDER DATA TRANSFERS


- 9.1 The Processing Party shall not transfer the Personal Data of the Controller Party outside the European Economic Area without the Controller Party's prior written consent.

10. MISCELLANEOUS

- 10.1 Should any provision of this MoA be invalid or unenforceable, then the remainder shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 10.2 In the event of conflict between the terms of this MoA and the Agreement, the terms of this MoA will take precedence.
- 10.3 Should there be a conflict between the terms of the MoA and the terms of the Agreement, the terms of the MoA shall prevail.
- 10.4 This MoA shall be governed, construed and take effect in all respects in accordance with the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.
- 10.5 This MoA may be executed in any number of counterparts and by the different parties on separate counterparts, but shall not take effect until each party has executed at least one counterpart. Each counterpart shall constitute an original but all the counterparts together shall constitute a single MoA.

IN WITNESS WHEREOF these presents consisting of this and the preceding 4 pages together with the Annex are executed as follows:

Signed for and on behalf of the Processing Party: Signature	
Name	
Position	
Date	

Signed for and on behalf of the Student Loans Company: Signature	
Name	Paul Smith
Position	Head of Partner Services
Date	18/05/2018

Annex 1: Details of Processing of Personal Data

This Annex includes certain details of the Processing as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of Personal Data are set out in the Agreement and this MoA.

Personal Data shall be processed by the Controller Party in accordance with the Agreement and this MoA in relation to the Services from 25 May 2018 until the expiry or valid termination of the Agreement.

The nature and purpose of the Processing of Personal Data

The Processing Party shall carry out the following Processing of Personal Data on behalf of the Controller Party in respect of the relevant Services:

The types of Personal Data to be Processed

The following types of Personal Data will be processed by the Processing Party on behalf of the Controller Party when required to do so in order to provide the Services:

ULN	Academic Year	Fee Amount
CRN	CoC Applied	Loan Requested
Date of birth	CoC Type Applied	Entitlement Amount
Full Name	Learning Aim Type	Balance Payable
Forename	Learning Aim Level	Scheduled Payment Date
Surname	Learning Aim Description	Actual Payment Date
Additional Learning Reference Number	Learning Aim Reference	Payment Amount
NINO Verified	Learning Aim Start Date	Payment Status
Application State	Learning Aim End Date	Payment Pended Reason
Application State Effective Date	Course Trainer	Attendance Confirmation Date
Application State Reason	Course Location	Attendance Confirmation Status
Application State Effective From	Group Name	Attendance Confirmation Submitted By
Application State Effective To	CoC Submitted By	
Application State Last Updated By	CoC Submitted Date	
Application Id	CoC Effective Date	
Sex	CoC Status	
Address (lines 1 to 3)	CoC Financial Year	
Town		
County		
Postcode		
Auto Cancel Reason		
Auto Cancel Date		
Withdrawal Date		
Assessment Date		

The categories of Data Subject to whom the Personal Data relates

Personal Data relating to the following categories of Data Subjects will be processed on behalf of the Controller Party:

Customers of the Student Loans Company

The obligations and rights of the Controller Party

The obligations and rights of the Controller Party are set out in the Agreement and this MoA.