This Learning Agreement (“Agreement”) is entered into by and between:

**CareShield Limited**

CareShield Limited, First Floor, Bank House, Primett Road, Stevenage, Hertfordshire, SG1 3EE
Hereinafter (“CareShield”)

AND

**<<Client>>**

<<Address>>
Hereinafter (“the Organisation”)

# Training Programme

CareShield Limited is endorsed by Skills for Care to carry out Lead to Succeed and Well-led programmes.

The Organisation has commissioned CareShield to provide learning programmes on Lead to Succeed and/or Well-Led via virtual sessions online.

This agreement relates to the learners listed in Appendix 1:

# Terms and Conditions

* 1. The Organisation must update the Adult Social Care Workforce Data Set (ASC-WDS) in line with the advertised requirements for the Workforce Development Fund (WDF) 2023-24 to enable CareShield to claim funding.
	2. The learner must complete the programme in full by the specified date for funding to be claimed.
	3. Where a learner does not complete a programme, the organisation will be asked to reimburse CareShield – as set out in the terms below:
* If a learner withdraws 2 weeks (10 working days) before the first day of a programme, the Organisation will be liable to reimburse 0% of the cost of the learning (per learner).
* If a learner withdraws 1 Week (5 working days) before the first day of a programme, the Organisation will be liable to reimburse 25% of the cost of the learning (per learner).
* If a learner withdraws before the first day of a programme, the Organisation will be liable to reimburse 50% of the cost of the learning (per learner).
* If a learner withdraws on or after the first day of a programme or fails to complete the programme, the Organisation will be liable to reimburse the full cost (£500) of the learning.
	1. The Organisation must notify CareShield when a learner is absent from their programme without prior agreement.
	2. The Organisation is liable for the full cost of the programme(s) if the above conditions are not met and will pay this to CareShield.
	3. Funding for the completed programme(s) will be paid to CareShield by Skills for Care.
	4. The Organisation understands that the funding is being provided through the Workforce Development Fund and will be paid directly to CareShield by Skills for Care. The Organisation therefore cannot claim WDF in respect of any learners who complete programmes through this initiative as that would constitute double funding and is not allowed.
	5. CareShield will provide Skills for Care with details of the Organisation and learner(s). Skills for Care will use the information about the Organisation and their learners to administer the funding.

# Certification or Recognition

* 1. CareShield will provide a certification upon successful completion of the programme.

# Health and Safety

* 1. The Organisation is responsible for ensuring the health and safety of their learners during the virtual training sessions.
	2. CareShield will provide clear guidelines on health and safety measures for virtual participation.

# Data Protection Compliance

* 1. Both parties agree to comply with the provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.
	2. Any personal data shared during the training, including participant information will be processed lawfully, fairly, and transparently, and used only for the explicit purposes of administering the learning.
	3. CareShield will act as the Data Processor and will implement appropriate technical and organisational measures to ensure the security and confidentiality of the personal data. CareShield will provide Skills for Care with the details of the Organisation and learner(s) (name, date of birth) for the purposes of administering the funding.
	4. The Organisation as the Data Controller is responsible for ensuring that it has the necessary legal basis for processing personal data and obtaining any required consents.

By signing below each party agrees to the terms of this Learning Agreement.

**For CareShield Limited For <<Client>>**

Signature:  Signature: 

Print Name: Choose an item. Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text. Title: Click or tap here to enter text.

Date: Click or tap to enter a date. Date: Click or tap to enter a date.

# Appendix 1