



Operational Rules and Supplementary Guidance for Learning Providers

it pays to learn

Contents

	Paragraph
Introduction	1-5
What learning providers must do	
Complying with the Operational Rules and Regulations	6
Learning provider registration	7-10
Registration of 'booked' learning on the ILA Scotland system	11
Payment of learner and any third party contribution	12-15
Discounting the full, published course price	16
Modular courses	17
Refunding or offsetting the learner's contribution	18-20
Value Added Tax & ILA Scotland grants	21-24
The Learning Token	25-26
Booking a learning episode on the ILA Scotland system	27-28
Confirming the start of a booked learning episode	29-34
Value for money	35
Audit requirements	36-37
How ILA Scotland grants are applied and paid	38-40
ILA Scotland grants and other sources of public funding	41-42
What learning providers must not do	43-44
Failure to comply with the Operational Rules	
Cancellation of ILA Scotland registration	45-47
Investigations	48-50
Review	51
The right to withhold payment or demand repayment of grants	52
Data Protection	53
Operational Rules for learning providers	Annex A
Definition of Eligible Learning (DEL)	Annex B
Transaction Time Limits	Annex C

Introduction

1. This document is a guide to the Individual Learning Account Scotland (ILA Scotland) scheme Operational Rules for Learning Providers ('Operational Rules') and it includes the changes to the current ILA200 scheme which will be implemented on June 30th 2008.
2. The Operational Rules are set out in full at Annex A and are published on the ILA Scotland website www.ilascotland.org.uk. Any change to the Operational Rules will be published on the ILA Scotland website with immediate effect.
3. The Operational Rules and this guidance apply to all learning providers who are registered with Skills Development Scotland (SDS) to provide approved learning and claim ILA Scotland grants for people who qualify in the terms of the Scottish scheme.
4. Any queries on the contents of this guidance should be directed to the ILA Scotland learning provider helpline:

Tel: 0141 285 6104.
5. Please also refer to the Frequently Asked Questions section on the ILA Scotland website.

What learning providers **must** do

Complying with the Operational Rules and Regulations

6. **This Guidance does not supersede or replace the Operational Rules or Regulations of ILA Scotland.** Providers should be aware that any breach of the Rules or Regulations could render them liable to repay money to the scheme and/or result in their suspension or removal from the scheme.

Learning provider registration

7. Any organisation wishing to provide approved learning and claim ILA Scotland grants for people who qualify in the terms of the Scottish scheme must be registered with SDS as an approved learning provider and have its ILA Scotland-eligible learning included on the ILA Scotland database.
8. As a condition of that registration all learning providers must accept and sign a Learning Provider Registration Agreement (LPRA). This Agreement is designed to ensure that learning providers understand and accept their responsibilities under the scheme and that they will operate in an appropriate manner.
9. Under the LPRA, learning providers are expected to help individuals choose learning that is relevant to their needs and abilities by giving clear and unambiguous advice.
10. Learning Providers must consider whether a learner is eligible for Fee Waiver support rather than ILA200 **Learners must not receive fee waiver and ILA200 for the same learning opportunity**

Registration of “booked” learning on the ILA Scotland system

11. Learning providers must book, confirm or cancel all claims for ILA Scotland funding via the online ILA Scotland system. A step by step guide on how to book learning, confirm an individual’s start date and claim ILA Scotland grants is provided in the guidance document How To Use The Learning Provider Website, issued with confirmation of the learning provider’s ILA Scotland account and website access details. Please also see the attached Annex C (ILA Scotland Transaction Time Limits).

Payment of Learner and any Third Party contributions

12. In the case of ILA Scotland approved courses, learners are **always** required to make a personal contribution (minimum amount £10) towards the course cost. The responsibility for ensuring that the learner pays the personal contribution rests with the learning provider. Learning providers are not allowed to make any contribution, whether financial, in kind or in the form of any incentive, towards the learner’s share of the costs (see also paragraph 16 below regarding price discounts). In any case where it is found that the learner did not make the appropriate contribution the learning provider will be liable to repay any ILA Scotland grant paid to them on that learner’s behalf.
13. The requirement for the Personal Contribution for ILA200 will be withdrawn from 1st January 2009

14. Learning providers must ensure that they keep appropriate financial records of these learner contributions and of any third party contributions (e.g. from employers or others) that were made towards the cost of that learning episode, and make these available on demand.
15. The ILA Scotland funds claimed by the provider must always be calculated on the basis of the course price **after** the deduction of the learner's contribution and any third party contributions.

EXAMPLE

Price of course	£250
less: Employer's contribution	£125
less: Learner's contribution	£ 10
equals: ILA Scotland claim	£115

Discounting the full, published course price

16. There may be instances where a learning provider offers discounts on the advertised price of a course to certain types of learner – such as pensioners or the unemployed, perhaps as part of the organisation's own wider access/flexible provision policy. Such discounts are permitted provided that details are published in advance and that these discounts are not offered as an inducement to attract ILA Scotland learners. In any case in which such a discount may be offered, the course(s) concerned must feature in the ILA Scotland database as two (or more) separate learning opportunities, each individually priced to show the actual price payable after any discount has been applied.

NB. It is not permitted to record any discount offered to a learner as a third party contribution to the full price of the course unless the learner is an employee of the learning provider. If the price reduction is a discount specifically available only to employees of the learning provider then the discount may be recorded as a third party (i.e. employer's) contribution.

Modular courses

17. In the case of any education or training offered on a modular basis, where the learner may opt to enrol and pay for each module separately, each module must be included in the ILA Scotland database, individually priced.

Refunding or offsetting the learner's contribution

18. The refunding of the learner's contribution by a learning provider is not acceptable unless in cases where the individual is dissatisfied with the learning or fails to continue to attend the course. It is not allowed as an incentive for completing the course. In any instance where a personal contribution is refunded to the learner the related ILA Scotland claim must be cancelled and repaid. Details of the account to which such repayments should be made can be obtained from the ILA Scotland website.
19. Offsetting the learner's contribution (e.g. by classifying the learner's internet connection charges as a contribution towards the price of learning) is **not** acceptable in **any** form.

20. Once a learner has started an ILA Scotland approved course and a valid claim for payment has been made by the learning provider, this is recorded against the individual's ILA Scotland record and a commitment is made to the learning provider for these funds to be paid from the learner's available ILA Scotland entitlement. If the learner later decides to leave the course (for whatever reason), he/she cannot reclaim any of that element of the ILA Scotland grant for alternative use. However, in such circumstances and at their own discretion, the learning provider may agree to repay any ILA Scotland funds paid in respect of that learning, so that the learner's ILA Scotland account may be re-credited.

Value Added Tax (VAT) and ILA Scotland grants

21. VAT is not payable on any ILA Scotland grants disbursed by the Student Awards Agency for Scotland (SAAS) on behalf of the Scottish Ministers.
22. If a learning provider qualifies as an eligible body under Schedule 9 of the VAT Act 1994 (in broad terms, such an eligible body is one which provides education or training on a not-for-profit basis), all other contributions towards the cost of ILA Scotland-supported learning are also VAT-exempt.
23. If a learning provider does **not** qualify as an 'eligible body', VAT **is** payable on all contributions towards the cost of ILA Scotland-supported learning (e.g. the learner's contribution, or any third party, contribution) **other than** the ILA Scotland grant.
24. Any specific queries regarding a learning provider's eligibility status or VAT liability should be taken up by the learning provider with their local VAT Business Advice Centre.

The Learning Token

25. When a learning provider books a learning episode on the ILA Scotland system, a 'Learning Token' unique to that piece of learning is issued directly to the learner by ILA Scotland. On or after the start date of learning (see below), the learner must surrender that unique Learning Token to the learning provider. In order to confirm a claim for ILA funds on behalf of that learner, the learning provider must enter the details of the Learning Token on the ILA Scotland system.
26. The learning provider must retain the Learning Token or an acceptable electronic copy of the Learning Token (as defined by the Learning Account Administrator), signed and dated by the learner on the date it is surrendered, for audit purposes (ref. paragraph 36 below).

Booking a learning episode on the ILA Scotland system

27. A "standard" course has a set start date, as published on the ILA Scotland database. A "flexible start date" (FSD) course does not have a set start date on the ILA Scotland system.
28. A learning episode may be booked on the ILA Scotland system up to 180 days before it starts for a "standard" course. This does not apply to FSD courses, for which there is no specified period.

Confirming the start of a booked learning episode

29. The start of a learning episode is deemed to be;
- [for “standard” courses with a set start date] the start date published on the ILA Scotland database.
- [for “flexible start date (FSD) courses] the date on which the learning provider books the learning episode on the ILA Scotland system.
30. The start of learning for each individual learner is deemed to be:
- [for classroom-based learning, the start date is the date on which the learner first attends a class.
- [for distance or open learning] as defined in the Definition of Eligible Learning (see Annex B), the start date is the date on which the learner has received and confirmed in writing, through surrender of the signed and dated Learning Token, acceptance of all of the learning materials and equipment necessary to start the learning which the learning provider has undertaken to supply. For distance learning courses which require that the learner first attends an induction class, the start date is the date on which the learner attends that class.
31. For a “standard” course the start of learning for any individual learner must be confirmed on the ILA Scotland system within 60 days of the start of the relevant learning episode. After this time the booking will expire automatically.
32. For “FSD” course start of learning for any individual learner must be confirmed on the ILA Scotland system within 60 days of the relevant booking being made on the system. After this time the booking will expire automatically.
33. The ILA Scotland guidance for learners stresses that the Learning Token should be supplied to the learning provider promptly upon starting the learning. Learning providers may wish to make learners aware that if they fail to supply the Learning Token to the learning provider they may be billed for the full cost of the learning.
34. Any claim for payment of an ILA Scotland grant before the start date of learning is not acceptable and automatically invalidates that claim.

Value for money

35. Skills Development Scotland (SDS) is entitled to take reasonable account of value for money when making decisions about whether a learning provider or course should be approved for ILA Scotland registration. Where it is considered that the price of the ILA Scotland-eligible learning does not constitute value for money (e.g. where the price of ILA Scotland-funded learning is considered to be inflated relative to comparable, non ILA Scotland-funded courses), the Scottish Ministers and SDS reserve the right to refuse or withdraw approval of the course or learning provider

Audit requirements

36. Learning providers must be able to present, on request, to SDS, its representatives or Audit Scotland, documentary evidence of the following:

- the start date of the learning and proof that the individual has commenced that episode of learning in line with the definitions of the start date provided at paragraphs 29 and 30 above
 - receipt of the learner's personal contribution to the course price
 - receipt of any third party contribution to the course price
 - the Learning Token, or acceptable electronic copy of the Learning Token, unique to that piece of learning, signed and dated by the learner.
37. All of these documents must be retained for a minimum of 6 years, and learning providers should ensure that the documentation is easily retrievable and readable for inspection purposes. If a learning provider does not hold this documentation as evidence that they have operated in compliance with the ILA Scotland operational rules, they may be required to repay in full any ILA Scotland funding for which a valid claim cannot be established.

How ILA Scotland grants are applied and paid.

38. ILA Scotland grants **cannot** be claimed retrospectively where a learner has already paid in full for their course of learning.
39. The costs of books or other material (e.g. CD-ROMs) are **not** eligible for ILA Scotland funding unless included in the course fees. Computer hardware costs are **not** eligible under any circumstances.
40. In any cases of doubt, ILA Scotland can advise both ILA Scotland learners and learning providers about how ILA Scotland grants apply in individual circumstances.

ILA Scotland grants and other sources of public funding

41. In cases where the learner or the learning provider is in receipt of funding from another public source (or sources) for **some, but not all**, of the price of a learning opportunity (e.g. European Social Fund (ESF)), ILA Scotland grant may be applied to the portion **not** paid from those other public funds.
42. There may be circumstances in which the learner may be eligible for funding from another public source on terms which would be more advantageous to the learner (e.g. a fee waiver). In such cases, you must advise the learner of the available options and must recommend the use of that option most advantageous to the learner.

What learning providers **must not do**

43. **As a condition of ILA Scotland registration you must not:**
- employ or use a marketing company or other agent to promote ILA Scotland-approved learning unless you are assured that their marketing activity fully complies with the ILA Scotland Regulations, Operational Rules and Marketing Guidance. Learning providers will be held directly responsible for any non-compliant practices of any marketing company engaged by them and such practices by the marketing agents may result in the suspension or cancellation of the learning provider's ILA Scotland registration

- use the logo of the Scottish Government, any other Government Department involved in the ILA Scotland scheme, SAAS or SDS on your promotional literature
 - use the ILA Scotland trademark or logo without express permission
 - imply that you are representing, in partnership with or accredited by the Scottish Government, any other Government Department involved in the ILA Scotland scheme, SAAS or SDS when promoting your learning
 - imply in any way that ILA Scotland funds can be used only for learning provided by you
 - fail to collect the learner's contribution, waive or refund that contribution unless the learner decides not to undertake or continue with the learning
 - offer cash or other incentives (such as "expenses", or free or subsidised software/hardware) to ILA Scotland members to sign up for or undertake your course
 - allow the individual to start an episode of learning for which they wish to use an ILA Scotland grant before their ILA Scotland membership is valid
 - claim an ILA Scotland payment for learning that an individual has not started and/or for which the learner has not received and accepted the appropriate learning material
44. You must not submit a claim for payment before the learning has commenced and the learner has surrendered the Learning Token, signed and dated.

Failure to comply with the Operational Rules

Cancellation of ILA Scotland registration

45. Scottish Ministers, through SDS, reserve the right to suspend or cancel the registration of a learning provider at any time if they consider that the ILA Scotland rules and/or conditions are not met, or the behaviour of the learning provider is likely to bring the ILA Scotland scheme into disrepute. In addition, if it is considered that the learning provider may have been acting inappropriately or improperly, steps may be taken to withhold the payment of outstanding claims while the matter is resolved.
46. Any learning provider considered to have failed to comply with the ILA Scotland Operational Rules and Regulations, or the conditions laid out in this guidance, will be contacted and asked to respond in writing within 10 working days to the concerns that have been identified.
47. Should the learning provider fail to respond or fully address the issues raised within 28 days, the learning provider's ILA Scotland registration may be cancelled.

Investigations

48. Any investigation may involve SDS or its agents undertaking a visit to the learning provider's premises. The purpose of this visit will be to ensure that the learning provider has claimed ILA Scotland funds in accordance with this guidance and the

ILA Scotland Operational Rules and Regulations. SDS or its agents will require access to all appropriate material and this may include, among other things, the following:

- copies of marketing material
 - details of courses for which the learning provider is claiming/has claimed ILA Scotland grants
 - Learning Tokens, or acceptable electronic copies of Learning Tokens, signed and dated by the learner, in respect of all claims for ILA Scotland grants
 - financial records to verify that each learner has made a personal contribution towards the cost of the learning for which an ILA Scotland grant has been claimed
 - evidence that the learning provider is offering value for money.
49. If the learning provider refuses access or is unable to supply any of the documentation referred to in paragraph 36, they may be required to repay in full any ILA Scotland grant for which they are unable to prove that a valid claim has been made. This may also result in the learning provider's ILA Scotland registration being cancelled.
50. In most cases the learning provider will be given 28 days to respond in writing to any concerns raised. However, SDS reserves the right to suspend or cancel a learning provider's registration without notice, if that learning provider fails to respond or if it is considered that there is sufficient evidence to indicate potential fraud. The identification of any potentially fraudulent activity may also result in direct referral to the police.

Review

51. Where a learning provider is aggrieved by a decision to suspend or cancel ILA Scotland registration they may, within 21 days of having been notified of the decision in question, request that the decision should be reviewed in accordance with the review process published on the ILA Scotland website.

The right to withhold payment or demand repayment of grants

52. The Scottish Ministers reserve the right to withhold payment or demand repayment of ILA Scotland grants in whole or in part where the claim does not comply with the terms of the ILA Scotland Operational Rules and Regulations.

Data Protection

53. Learning providers are reminded of their obligation to conform to the current Data Protection Act.

Annex A

Operational Rules for learning providers

(as at 30th June 2008)

Non-compliance with any of these rules may invalidate any related claim for ILA Scotland grant funding and could affect the status of your registration as an ILA Scotland-eligible learning provider.

These Rules are made by the Scottish Ministers pursuant to section 1 of the Education and Training (Scotland) Act 2000.

These Rules may be changed from time to time by the Scottish Ministers. Any change will be published on the ILA Scotland website, with immediate effect.

Definitions

In these Rules, the following words and phrases shall have the meaning set out opposite them:

“Approved Learning” means education or training which has been approved by a Learning Account Administrator for the purposes of the Scheme and as defined by the Regulations;

“ILA Scotland Database” means the database of ILA Scotland Registered Learning Providers and learning opportunities maintained by a Learning Account Administrator;

“ILA Scotland system” means the web based system maintained by the Scottish Ministers for learning providers in terms of the ILA Scotland scheme to process all ILA Scotland scheme transactions;

“Learning Account Administrator” means Skills Development Scotland (a company with registered number SC204868) having its registered office at Alhambra House, 45 Waterloo Street, Glasgow G2 6HS, or such other Learning Account Administrator as may be designated from time to time by the Scottish Ministers for the purposes of administering the ILA Scotland database and registering learning providers as ILA Scotland Registered Providers in terms of the Regulations;

“learning episode” means each learning opportunity booked by a learner and entered into the ILA Scotland system in accordance with these Rules;

“learning opportunity” means any course of study, instruction, education or training (including distance learning and correspondence courses) made available by a learning provider in terms of the Scheme;

“Learning Provider Registration Agreement” means the formal agreement to be entered into between the Learning Account administrator and the learning provider, specifying the obligations of the parties, including the maintenance of the Quality Standards;

“Learning Token” means the unique code allocated by ILA Scotland to each learning episode booking, and sent to the learner. The learning provider must receive the Learning Token, signed and dated, from the learner at the start of learning and record it on the ILA Scotland system in order to claim the ILA Scotland funds;

“the Regulations” means the Individual Learning Account (Scotland) Regulations 2004,

made by the Scottish Ministers under the Education and Training (Scotland) Act 2000 as the same may be varied, amended or replaced from time to time;

“Quality Standards” means those standards which must be met and maintained by a learning provider in terms of Part 1 of the Schedule of the Learning Provider Registration Agreement entered into with the Learning Account Administrator, and any subsequent version thereof notified to a learning provider by the Learning Account Administrator;

“the Scheme” means the Individual Learning Account Scotland scheme, known as ILA Scotland and established pursuant to the Act and the Regulations.

Changes to your organisation's details

1. You must advise the Learning Account Administrator within 5 working days of any change, after the date of your application to register with the Learning Account Administrator, in how the Quality Standards apply to your organisation. Documentary evidence of any change, if requested, must be supplied to the Learning Account Administrator within 3 working days of demand.
2. You must advise the Learning Account Administrator, within 5 working days in writing, of any change to your organisation's name, address, nominated contact(s) or bank details for ILA Scotland.

Learning opportunity details

3. You must advise the Learning Account Administrator within 5 working days of any change to the details of any learning opportunity which qualifies as Approved Learning and which has been published on the ILA Scotland database.

Marketing of ILA Scotland-eligible learning opportunities

4. All marketing activity in respect of Approved Learning by your organisation or any party acting on your behalf must be in compliance with the ILA Scotland Marketing Guidelines, which may be varied from time to time by the Scottish Ministers or the Learning Account Administrator.

Pricing of learning episodes

5. The price of any learning episode on which any claim for ILA Scotland funding is calculated must be the price published on the ILA Scotland database on the date when the learner enters into an agreement with your organisation to undertake that learning episode. No reduction in that price may be offered for any reason.
6. The price of any learning episode to any learner, whether ILA Scotland-funded or not, must be the price published on the ILA Scotland database on the date when the learner enters into an agreement with your organisation to undertake that learning episode.
7. Any third party (e.g. employer's) contribution to the price of a learning episode must be recorded on the ILA Scotland system when the online booking of the learning episode is made. Evidence of the amount and collection of such third party contribution must be retained and made available for inspection on demand, in accordance with rule 10 below.
8. The individual learner's personal contribution to the price of any learning episode must be collected from learners. The contribution must be no less than £10 for any learning

episode. The learner's personal contribution must be a cash, cheque or credit/debit card transaction and may not be collected through any "in kind" contribution or other such arrangement. There must be no refund or offset, at any time, of any part of that personal contribution, unless the corresponding ILA Scotland grant has not been claimed from, or has been repaid to, the Scottish Ministers. .

9. The amount of the learner's personal contribution to payment for any learning episode must be recorded on the ILA Scotland system when the online booking of the learning episode is made. Evidence of the collection of such personal contribution must be retained and made available for inspection, in accordance with rules 10 and 11 below. **The requirement to pay the minimum £10 contribution will be withdrawn on 1st January 2009.**

Retention of, and access to, documents relating to ILA Scotland-funded learning

10. You must retain, **for a period of 6 years**, the following documentary evidence in respect of any ILA Scotland grant funding claim:
 - evidence of the learner's agreement with your organisation to undertake the ILA Scotland-funded course;
 - evidence of the actual start date of learning;
 - copy of the award letter which is issued to the learner by SAAS to confirm the level of funding to successful applicants.
 - evidence of the amount and collection of such third party contribution must be retained and made available for inspection on demand, in accordance with rule 6 below.
11. You must allow access to, or deliver, **within 3 working days of demand**, such evidence, in such paper or electronic form as may be required by the Learning Account Administrator or their representatives, officers of the Auditor General Scotland, or such other persons as the Scottish Ministers may reasonably specify from time to time.

Management of your web-based ILA Scotland operations

12. All bookings, confirmations or cancellations of any ILA Scotland-funded learning episodes must be conducted via the ILA Scotland system.
13. You must manage your own web-based ILA Scotland operations through a nominated web administrator, who will be responsible for controlling any multiple users of the ILA Scotland system within your organisation.
14. You must inform ILA Scotland **within 5 working days** of the details of any change of web administrator.
15. You shall be responsible for maintaining and keeping secure in accordance with the instructions issued by ILA Scotland for such purposes all user names and passwords issued to you for the ILA Scotland system. You shall be liable to pay any losses, claims and expenses arising as a consequence of any breaches in security of the ILA Scotland system for which you, your agents or your employees are responsible. You shall notify ILA Scotland immediately if any breach of the security of the ILA Scotland system occurs, and provide details of such breach.

Booking a learning episode on the ILA Scotland system

16. A “standard” course has a set start date, as published on the ILA Scotland database. A “flexible start date” (FSD) course does not have a set start date on the ILA Scotland system.
17. A learning episode may be booked on the ILA Scotland system up to 180 days before it starts for a “standard” course. This does not apply to FSD courses, for which there is no specified period.

Confirming the start of a booked learning episode

18. The start of a learning episode is deemed to be:
 - for “standard” courses with a set start date] the start date published on the ILA Scotland database
 - for “flexible start date” (FSD) courses] the date on which the learning provider books the learning episode on the ILA Scotland system
19. The start of learning **for each individual learner** is deemed to be:
 - (for classroom-based learning) the date on which the learner first attends class; or
 - (for distance or open learning) the date on which the learner has received **and** has confirmed in writing, by surrendering the signed and dated Learning Token, acceptance of all of the learning materials and equipment necessary to start the learning that your organisation has undertaken to supply as the provider of that learning episode.
20. No booking may be confirmed on the ILA Scotland system (i.e. by entering the unique Learning Token reference) before the learner has started learning.
21. For a “standard” course the start of learning for any individual learner must be confirmed on the ILA Scotland system **within 60 days** of the start of the learning episode. After this time, the booking will expire automatically.
22. For a ‘flexible start date’ (FSD) course, the start of learning for any individual learner must be confirmed on the ILA Scotland system **within 60 days** of the relevant booking being made on the system. After this time, the booking will expire automatically.
23. No claim may be made in respect of a learning episode which started prior to the individual learner’s receipt of valid ILA Scotland membership.

Cancelling a booking or confirmation on the ILA Scotland system

24. You must record any cancelled learning episode on the ILA Scotland system **within 30 days** of the cancellation.
25. In the event of cancellation of a learning episode, all documentary evidence specified at rule 10 above must be retained **for a period of 6 years** from the date of the cancellation, and be available for inspection as required by the provisions of rules 10 and 11.

Quality Assurance

16. In addition to satisfying the Quality Standards specified in the Learning Provider Registration Agreement, a learning provider must operate in accordance with the ILA Scotland Quality Guidelines, which may be varied from time to time by the Scottish Ministers or a Learning Account Administrator.

Definition of Eligible Learning (DEL)

Learning eligible for ILA Scotland grant funding

1. General information

- a) This guidance is effective from 30th June 2008 until further notice. The Scottish Ministers reserve the right to vary the eligibility criteria at any time, by giving prior notice to learning providers.
- b) The ILA Scotland scheme is available **solely** for learners aged 16 years or over, ordinarily resident in Scotland.
- c) Learners can only benefit from ILA Scotland support if their ILA Scotland membership is valid on or before the course start date and they have not already paid the full price of the course.
- d) The learning account year will be effective from the date the account number is issued to the learner, until the first of the same month in the following year, and each subsequent 12 month period.

2. Level of grant

- a) The ILA Scotland £200 accounts are available to:
 - those on low income (individual gross annual earned and private and state pension income not exceeding £18,000 a year); or
 - those in receipt of the following benefits:
 - Jobseeker's Allowance
 - Income Support
 - Incapacity Benefit
 - Carers Allowance
 - Child Tax Credit (maximum rate)
 - Employment and Support Allowance (as from 27th October 2008)
 - Pension Credit

Applicants must be aged 16 or over and be ordinarily resident in Scotland.

For learners in this group funding of up to **£200** per learner account year is available for all eligible learning.

- b) The actual amount of ILA Scotland grant towards the price of eligible learning is calculated on the basis of the course price after the deduction of the learner contribution and any third party (e.g. employer's) contribution.
- c) The learner must, **without exception**, contribute a minimum of £10 to the price of each learning episode. (This will be withdrawn on 1 January 2009)

3. Costs which qualify for grant funding

- a) In addition to course tuition fees, ILA Scotland grants can be used to pay for other costs directly associated with the course, such as registration, examination, accreditation and assessment fees or for qualifications, when such other costs are included within the course fee and provided that they are in reasonable proportion to the actual course costs.
- b) The course fee is defined as the price included in the ILA Scotland database.

4. Costs which do not qualify for grant funding

- a) Books and other materials (e.g. CD-ROMs), unless included within the course fee
- b) Computer hardware.

5. Distance Learning

- a) To be eligible for ILA Scotland funding, distance learning must include a level of qualified tutor support and/or monitoring deemed appropriate by the Learning Account Administrator
- b) Distance learning without tutor support and monitoring, will **not** be eligible for ILA Scotland funding.

6. Eligible learning

- a) ILA Scotland-eligible learning is limited to courses which are:
 - offered by a learning provider with a current registration as an approved ILA Scotland learning provider; and
 - included in the ILA Scotland database.)

7. Learning not eligible for ILA Scotland £200 funding

The following types of learning are not eligible for ILA Scotland £200:

- Secondary Education
- full-time Higher Education courses
- advanced professional qualifications
- learning which is a statutory requirement for the individual's employment
- lessons towards attaining driving licence category A or B
- courses given as a reward or an inducement by an employer
- private flying lessons (including fixed wing, rotary and paragliding)
- diving lessons (scuba, deep sea and high board)
- outward bound type courses; and leisure or sporting activities, other than those that lead those which lead to a recognised qualification or certificate at SCQF level 6 (Int 2, SG Credit, SVQ level 3) or above (e.g. those leading to a recognised coaching/teaching qualification).
- Postgraduate Study
- Adult Literacy and Numeracy training unless delivered in conjunction with an employer.

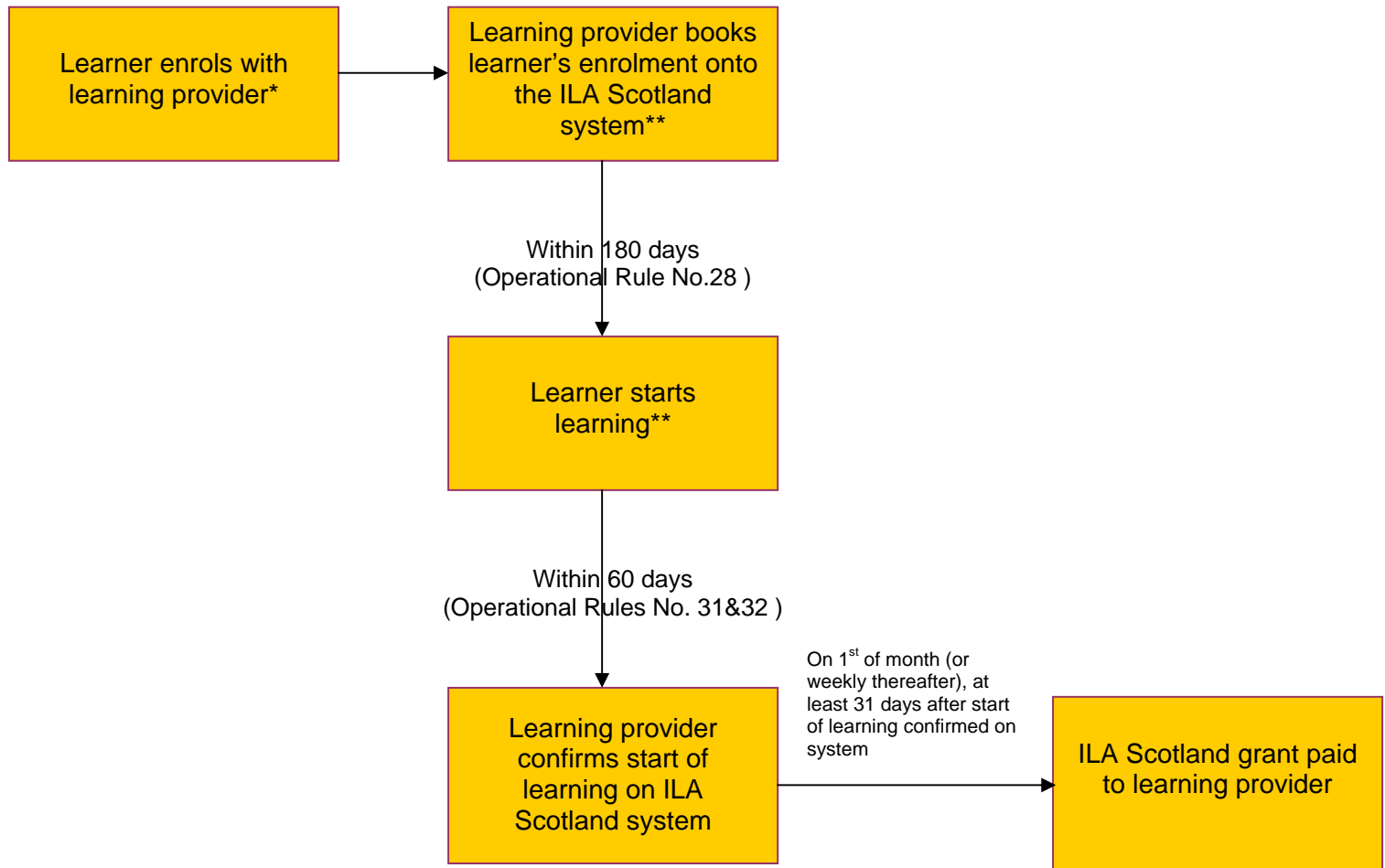
The following definitions are applied to the previous exclusions:

- **Secondary Education** as defined in section 135(2) (b) of the Education Scotland Act 1980.
- **full-time Higher Education (HE)** as defined in section 38(2) (b), (c), (d) or (e) of the Further Education and Higher Education (Scotland) Act 1992. This includes full-time degree courses offered by Universities or Colleges and courses such as Higher National Certificates, Higher National Diplomas and Diplomas of Higher Education which match the definition of full time courses. **(N.B.** part-time HE courses (except part-time postgraduate course), including distance learning courses such as those offered by the Open University are eligible for ILA Scotland funding).
- **advanced professional qualifications**, which are defined as being courses leading to a professional qualification at SCQF level 9 (Ordinary degree) or above, or which are generally recognised as a graduate or postgraduate qualification by professional bodies and/or employers (e.g. many qualifications in accountancy or architecture), are excluded from ILA Scotland funding. **(N.B.** continuing Professional Development courses which do not lead directly to a professional qualification at SCQF level 9 (Ordinary degree) or above, or enjoy equivalent professional recognition, are eligible for ILA Scotland funding).
- **learning which a statutory requirement for the individual's employment is** defined as being any training which an employee is required by law to undertake in order to carry out the duties associated with her/his employment (e.g. certain health and safety training).
- **adult literacy and numeracy training** is defined as being any learning which helps individuals to improve their reading, writing and number skills which may lead to a qualification at SCQF Level 4 (Int 1, SG General, SVQ1), or lower. This is excluded unless it is delivered in conjunction with an employer.
- **driving lessons in category A or B** are defined as being those which lead to the award of an ordinary driving licence. ILA Scotland funding cannot under any circumstances be used to gain an ordinary car or motorcycle driving licence. However, ILA Scotland funding can be used to gain a driving qualification which is additional to an ordinary driving licence e.g. for HGV or forklift truck driving. ILA Scotland funding can also be used to gain a driving instructor qualification.
- **courses given as a reward or inducement by an employer means:**
 - (i) rewarding an employee (paying for, or reimbursing, the cost of any facilities or other benefits) for the performance of the duties of his office or employment under his employer or for the manner in which he has performed them; or
 - (ii) providing the employee with an employment inducement, which is unconnected with the imparting, instilling, improvement or reinforcement of knowledge, skills or personal qualities.
- **leisure or sports activities** other than those which lead to a recognised qualification or certificate at SCQF Level 5 (Int 2, SG Credit, SVQ level 2) or above (e.g. those leading to a recognised coaching/teaching qualification) are defined as being recreational or leisure classes, such as beginners' courses in golf or watercolour painting. **(N.B.** Courses which cover the same subject area but **do** lead to a qualification at the appropriate level (e.g. art therapy for therapists or training to become a golf coach) would be eligible.

- **Postgraduate study** is defined as level of study above SCQF level 10 ie SCQF level 11, and 12

Annex C

Transaction time limits – ILA200



N.B.

* The learner does not have to hold a valid ILA Scotland membership number on the date of enrolment with the learning provider.

** The learner must have a valid ILA Scotland membership when the provider books their enrolment onto the ILA Scotland system.