



AGREEMENT

This Agreement is made effective as of **Date** by and between:

1. **Qualitrain Group of 32-46 King Street, Alferton, DE55 7DQ Qualitrain Limited of (referred to as The Training Provider/Training Provider) and**
2. **(Name of Associate) of (address of Associate) (Referred to as Associate)**

In this Agreement, the party who is contracting to receive services shall be referred to as "The Training Provider/Training Provider" and the party who will be providing the services shall be referred to as "The Associate".

Terminology:

- Education Skills Funding Agency (ESFA)
- European Social Fund (ESF)
- Qualifications and Credit Framework (QCF)
- Department of Work and Pensions (DWP).

Whereas:

- (a) The Training Provider is an organisation concerned with, but not exclusively, the provision of Apprenticeship/QCF and Skills for Life training to ESFA/ESF Funded learners.
- (b) The Associate is in a position to supply services to enable the Training Provider to train and assess these learners, and Qualitrain Limited is not the Associate's sole client.
- (c) The Training Provider wishes to provide training to the learners by making use of the Services of the Associate.
- (d) The Training Provider and the Associate have agreed that their relationship should be governed by a legally binding contract and the agreed terms of the contract are those set out in this Agreement.

The parties agree as follows:

1. PRINCIPAL OBLIGATIONS

- (a) The Associate will provide the Training Provider's teaching programme of Work Based Learning to the learners on behalf of the Training Provider in accordance with the terms and conditions of this Agreement including all duties outlined in Appendix C.
- (b) The Training Provider will pay the Associate the sums due in accordance with the terms and conditions of this Agreement in relation to each learner successfully enrolled



provided with the training programme and upon monthly drawdown and the Learner's completion.

2. PERFORMANCE OF SERVICES

- (a) In order for the Training Provider to comply with its obligations to its Qualifications Body and the ESFA & other such regulatory bodies and to give effect to the provisions and spirit of this Agreement, the Associate agrees that it will co-operate fully with the Training Provider and any of its agents to enable the Training Provider to comply with all its obligations and requirements and in particular the Associate will procure that all relevant forms, agreements, applications or other documents which are required are completed and signed by the relevant parties. If an Ofsted visit has been announced, it is expected that the Associate will contribute to the preparations over a weekend to ensure readiness for the inspection.
- (b) The Associate will not do anything which will cause the Training Provider to be in breach of its obligations under its agreement with its Funding Body and will fully comply with the Service Level Agreement for performance of service as referred to in Appendix A. In the event that the Associate fails to discharge such obligation through acts of mismanagement, that the Associate shall indemnify and hold harmless the training provider from and against costs (including costs of enforcement), expenses, and liabilities including any tax liabilities, injuries, direct, indirect or consequential loss.
- (c) The Associate will undertake a DBS check at the appropriate level every 2 years inline with the Safer recruitment and safeguarding policies and provide an up-to-date CPD record every year to show currency of knowledge to teach the subject.
- (d) If you are unable to provide the services due to illness or injury you shall notify your Designated Training Provider, Contact as soon as reasonably practicable.

3. PAYMENT

- (a) The Training Provider will pay an agreed fee to the Associate. Payment rates and how they will be made are as per Appendix B addendums.
- (b) Payment to the Associate will be made on a standard 30-day payment terms from date of invoice. Payments are linked to the continued provision by the Associate of all supporting documentation such items as Learner Journey, Assessment Plans (Contact/Visit Reports) Reviews and exit/withdrawal forms and all other training documentation which are required to fulfil the Training Provider's obligations to its awarding and funding bodies.

- (c) Where Funding Body, typically ESFA, ESF or DWP requirements are not met Training Provider reserve the right to claim clawback of funds paid.
- (d) Training Provider may suspend payment of any part of the price payable from the time that they are notified of any audit up until the results of such audits are available for review by the parties.
- (e) The status of the Associate to the Training Provider will be that of independent Associate and nothing in this agreement shall render it an employee, worker, agent or partner of the Training Provider and the Associate shall not hold itself out as such.
- (f) This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Associate shall be fully responsible for and shall indemnify the Training Provider for and in respect of:
 - (d1) any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, and the Associate shall further indemnify the Training Provider against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Associate in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
 - (d2) any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Associate, the Associate substitute or any third party against the Training Provider.
 - (d3) The Training Provider may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

4. TERM/TERMINATION (Including Dormant)

Rather than terminating an agreement, Training Provider can make the Associate status dormant once no current work remains or new work has been agreed. A decision on this would be made by the Training Provider during periodic reviews and would enable the Associate status to be reactivated should new work be agreed in the future and the necessary compliance requirements be completed for reactivation, such as safeguarding ones. The Agreement of a dormant associate can be terminated with immediate effect.

- 4.1 The Training Provider may give at any time four weeks (4 weeks) notice in writing to the Associate to terminate this Agreement.
 - (a) On such termination all learners affected will be managed by The Training Provider to achieve the best outcome for them and the Training Provider shall pay to the Associate for

the Services provided at the date of termination.

- (b) The Associate may give at any time and for any reason four weeks (4 weeks) notice in writing to the Training Provider to terminate this Agreement. Any previous agreement between the parties ceases to have effect from the date of termination except such termination does not affect a party's accrued rights and obligations at the date of termination.
 - (c) The Training Provider may also terminate this agreement with immediate effect by written notice to the Associate if:
 - (d) There is a material adverse change in the amount or nature of funding it is no longer available in respect of the provision detailed within this contract.
 - (d1) Material breach by the Associate of the terms of this agreement which breach is not capable of remedy: or
 - (d2) There is a material breach by the Associate of the terms of this agreement where the breach is capable of remedy and is not remedied to the reasonable satisfaction of the Training Provider within 10 working days of notification.
 - (d3) The Associate proposes or enters into an arrangement or composition for the benefit of its creditors or is the subject of any distress, execution, sequestration or other process levied upon or enforced against any part of the Associate's undertaking property, assets or revenues; or such termination may take effect either immediately or at the end of the contract period in which the event entitling the Training Provider to terminate this agreement occurs, as the Training Provider shall in its discretion determine. In the latter case this Agreement shall remain in full force and the effect until the end of the said contract period.
- 4.2 The Associate may also terminate this Agreement with immediate effect by written notice to the Training Provider if:
- (a) There is a repudiatory breach by the Training Provider of the terms of this agreement where such breach is not capable of remedy: or
 - (b) There is a material breach by the Training Provider of the terms of this agreement where such breach is capable of remedy and has been not remedied to the reasonable satisfaction of the Associate within 10 working days after the Associate has given notice of the breach to the Training Provider requiring it to be remedied.
 - (c) The Training Provider stops payment or agrees to declare a moratorium or becomes/ or is deemed to be insolvent or unable to pay its debts (within the meaning of section 123 of the

Insolvency Act 1986) when they fall due.

- (d) Any termination of this Agreement will be without prejudice to any right of either part against the other respect of any antecedent breach of this Agreement.
- (e) No new work is envisaged, and Associate does not wish to be classed as dormant.

Any right of termination set out above are in addition to any rights the Associate has for termination which may be set out elsewhere in the Agreement.

5. RELATIONSHIP OF PARTIES

Taxation and Other Payments

- (a) The Associate acknowledges that, for the avoidance of doubt, an associate is responsible, inter alia, for the payment of all national insurance and PAYE to HMRC in respect of themselves.
- (b) The Associate shall indemnify the Training Provider against any claims made against the Training Provider by any Assessor/Trainer, including but not limited to claims the employment of the said Assessor/Trainer has been transferred to the Training Provider by virtue of the Transfer of Undertakings(Protection of Employment) Regulations or any similar provisions.
- (c) So far as the Training provider is aware at the date of this Agreement, payments made under this Agreement are not subject to VAT, but in the event that VAT does apply will be inclusive of such amounts unless otherwise agreed in writing. The Associate accepts it is responsible for taking its own advice on this issue.

6. DISCLOSURE

The Associate is required to promptly disclose any outside activities or interests, including ownership or participation in any event that conflicts or may conflict with the best interests of the Training Provider.

7. ASSIGNMENT

The Associate's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Training Provider.

8. INTELLECTUAL PROPERTY

The Associate and The Training Provider agree not to infringe any Intellectual Property made

available pursuant to this Agreement.

- (a) The Associate and The Training Provider agree that content of this agreement is strictly confidential.
- (b) The Associate and The Training Provider agree that all non-patented practical information and expertise (Know-How) provided by either party, their agents or any other authorised party as well as any confidential information imparted to the Associate or The Training Provider will remain outside the public domain and will be kept strictly private and confidential and will not be disclosed to any other person, firm or company without the Training Provider's prior written consent.

9. CONFIDENTIAL INFORMATION AND TRAINING PROVIDER PROPERTY

- (a) The Associate shall not use or disclose to any person either during or at any time after your engagement by the Training Provider any confidential information about the business or affairs of the Training Provider or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this clause 9 confidential information or matter which is not in the public domain, and which relates to the affairs of the Training Provider or any of its business contacts.

(b) The restriction in clause 9 (a) does not apply to:

- i. any use or disclosure authorised by the Training Provider or as required by law; or
- ii. any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

- (c) All documents, manuals, hardware and software provided for the Associate's use by the Training Provider, and any data or documents (including copies) produced, maintained or stored on the Training Provider's computer systems or other electronic equipment remain the property of the Training Provider.

10. DATA PROTECTION

- (a) The Associate consents to the Training Provider holding and processing data relating to the Associate for legal, contractual, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the General Data Protection Regulation (GDPR) relating to you including, as appropriate:

- i. Information about the Associate's physical or mental health or condition in order to monitor sick leave and take decisions as to the Associate's fitness to work.
- ii. The Associate's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and
- iii. Information relating to any criminal proceedings in which the Associate has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

11. OBLIGATIONS ON TERMINATION

Any Training Provider property in the Associate's possession and any original or copy documents obtained by you in the course of providing the Services shall be returned to the Training Provider at any time on request and in any event on or before the termination of this agreement. The Associate also undertakes to irretrievably delete any information relating to the business of the Training Provider stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Training Provider.

12. OTHER ACTIVITIES

The Associate may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place the Associate in a conflict of interest with the Training Provider. However, you may not be involved in any capacity with a business which does or could compete with the business of the Training Provider without the prior written consent from the Training Provider.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, mailed by Royal Mail or emailed; addressed as follows:

Qualitrain Group
32-46 King Street
Alfreton
DE55 7DQ

Email: Andrea.Lagerberg@qualitrain.co.uk Phone contact No: 01773 417340

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. FORCE MAJEURE

- (a) If the Training Provider or the Associate is unable to perform any or all of their respective obligations under the terms of this Agreement because of any of the events set out below, then that party will be relieved of its obligations to continue to perform under this Agreement for as long as their fulfilment is prevented or delayed as a consequence of any such event.
- (b) The event referred to in this paragraph is: Fire, explosion, flood, reduction or unavailability of power, riot, war, national emergency, act of God, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, or any other act, omission, or state of affairs of a similar nature beyond the control of either party.



19. APPLICABLE LAW

Laws of England shall govern this Agreement.

Agreed by party receiving services:

Qualitrain Limited

To be endorsed by the following:

<Enter Manager's name & position>

Signature: _____

Date: _____

Agreed by party providing services:

Signature: _____

Date: _____

Name: _____

Position: _____

Address: _____

Appendix A

Service Level Agreement between Qualitrain Ltd (Training Provider) and The Associate.

The Service Level Agreement is designed to reflect the undertaking of the Training Provider and The Associate. The purpose of this Service Level Agreement is to clarify how the joint delivery process will be managed by the Training Provider and The Associate.

Context

The rationale for the delivery of this project is to provide assessment and training for apprenticeships and in Support for Technical Learning. For funded provisions, funder requirements need to be adhered to, such as:

For apprenticeships: <https://www.gov.uk/guidance/apprenticeship-funding-rules#the-latest-rules-2020-to-2021>

Adult Education Budget (AEB):

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/938661/AEB_2020_to_2021_funding_rules_V4_Final_.pdf

Learner Eligibility

The Training Provider Compliance Team will provide specific guidance in individual cases on requests.

All learners must be referred to the Training Provider for the eligibility to be checked and verified.

Organisation Roles and Responsibilities

1. The Training Provider is responsible for ensuring that the project is delivered in accordance with the specified criteria and contractual terms and conditions agreed in accordance with the Education Skills Funding Agency funding criteria, including the timely submission of paperwork and Management Information Systems.
2. The Associate must be approved in writing by the Training Provider and have the necessary experience and qualifications. They must have an up-to-date DBS check via the Training Provider and a copy of qualification certificates must be lodged with and approved by the Training Provider before the commencement of any delivery.
3. The Associate will provide the Training Provider with the evidence of any necessary qualifications, be medically fit and not barred from employment as a trainer.
3. The Training Provider will take full responsibility for the quality of training delivery for the learner. The learner will enrol as the Training Provider's learner and the learner should be made aware of this. The Training Provider will ensure that the Associate adheres to its policies and procedures on Health and Safety, Equal Opportunities and Insurance Requirements. The Contractor/associate will keep the Training Provider updated upon any issues that may be

relevant to its role as a contract holder.

Contacts

Key Training Provider contacts are:

| | |
|---------------------------------------|--------------|
| Alan Bates (Quality and Compliance) | 07747 683273 |
| Claire Lewis (Quality and Compliance) | 07479 677381 |
| Mike Perkins (Sales and Contracts) | 07904 292385 |
| Leon Bowler (Operations) | 07547 494276 |
| Lee Rookes (Operations) | 07736 928078 |

Payment

Payment Profile between Qualitrain (Training Provider) and the Associate:

- An Associate Payment Profile (Schedule) is used to agree negotiated rates for each opportunity with the responsible company director. Agreed rates are based upon the unique nature of each opportunity for work agreed in advance to meet business need. Associate Payment Profiles are used to gain agreement by both parties, and once signed should be kept with this Associate Agreement. These are captured through Appendix B addendums.
- The Associate must invoice the Training Provider and will receive the agreed amount as indicated on assurance that on a monthly basis up-to-date learner records are submitted. On assurance that the following are correctly completed and submitted in a timely manner to meet contractual requirements subject to any changes:

Register of Attendance (Participation log Sheets)

Completed Individual Learning Record/Learning Agreements (Assessment Plans)

Evidence of Achievement including correctly completing portfolio paperwork and successfully passing internal verification process

Completed Learner progress reviews, exit reviews and claim to competence to the standard advised

Costs

Associate will be responsible paying the Training Provider for:

- Initial DBS check and refreshers (All)
- Exam registration costs (All)
- Functional Skills resit costs (If Associate has trained learners)

Service Level Responsibilities

A detailed Service Level Responsibilities is found in Appendix C of this Agreement and covers specific Associate responsibilities and requirements.

Health and safety and liability

The Associate will take responsibility for all pertinent Health and Safety issues relating to their

interaction with learners, keeping the Training Provider updated upon any issues that may be relevant to the Training Provider's role as the Education Skills Funding Agency contract holder.

- a) The Associate will notify the Training Provider immediately upon occurrence of any injury to any person or any loss of or damage to property which occurred during the provision of any part of any part of a the Training Provider funded programme (as covered by this contract) or on any premises where the programme is or has been held in the circumstances where there is any possibility that the Associate and/or the Training Provider may be liable, wholly or partly, for such injury, loss or damage.
- b) The Associate will indemnify the Training Provider fully in respect of any liability which arises as a result of any omission on the part of the Associate (including, without limitation, any non-compliance with Health and Safety legislation) except to the extent that liability is due to a negligent act or omission on the part of the Training Provider or employer of the learner.

Contractual Evidence Requirements

As part of the Training Provider contractual process, the Associate is required to provide the following evidence:

- a. Details of vocational experience and occupational qualifications
- b. CV
- c. Right to Work evidence
- d. Completion of a DBS check; certificate number and date of issue are retained on file for Qualitrain at the commencement of the agreement and then renewed every 2 years.
- e. Full CPD record which is updated and submitted to HR every year to show currency of knowledge to deliver the subject
- f. Copy of Public and Products Liability Insurance certificate to meet the requirements of Qualitrain insurer specification for Associates.
- g. Additionally, a valid driving licence and business car insurance must be held if you use your car.

Where up to date evidence has not previously been provided, it should be submitted to the Training Provider within a month of signing this Service Level Agreement. Details will be kept on file as needed for contractual purposes.

Appendix B Payment Profile Plan (Schedule) Addendums

These are agreed separately by a Qualitrain Group nominated representative and the Associate. The standard payment details are as follows:

1. Training, coaching and administration services

| Audience, Activity or Qualification Level | Associate Day Rate |
|--|--------------------|
| 2 - Team Members | £225 |
| 3 - Team Leaders & Improvement Programmes | £225 |
| 3 - Engineering Apprenticeships | £350 |
| 4 - Managers | £350 |
| 5 - Senior Managers | £500 |
| 6 - Senior Managers | £750 |
| 7 - Executives | £800 |
| *Administration work for Apprenticeship programmes | £150 |

**Please note all administration work will also be agreed and booked in advance.*

2. End point assessment services

£200 per learner completed.

3. Delivering your own approved apprenticeship programs for the Qualitrain Group

70% of the agreed funding amount per learner after end point assessment costs. This will be paid in line with the Education and Skills Funding Agency (ESFA) payment profiles as follows:

| | |
|---|----------------|
| Associate funding payments | 56.00% |
| Qualitrain management fees | 24.00% |
| End point assessment cost (paid to the End Point Assessment Organisation) | 20% |
| Total | 100.00% |

**Please note if a learner leaves program payments are made up to the last date of structured learning that can be evidenced by the Associate.*

Payment profile example:

| Payment overview | |
|--|----------|
| Funding for 1 Improvement Practitioner Apprentice (14 month program) | £6,000 |
| End point assessment (EPA) cost @ 20% | £1,200.0 |
| Funding remaining after EPA | £4,800 |
| Qualitrain Group management fees | £1,440.0 |
| Funding remaining for associate delivery | £3,360.0 |

| Payment profile | Associate payment @70% | Qualitrain fees @ 30% | ESFA Payments |
|--------------------------|------------------------|-----------------------|---------------|
| Month 1 (Double payment) | £384.00 | £164.57 | £548.57 |
| Month 2 | £192.00 | £82.29 | £274.29 |
| Month 3 | £192.00 | £82.29 | £274.29 |
| Month 4 | £192.00 | £82.29 | £274.29 |
| Month 5 | £192.00 | £82.29 | £274.29 |
| Month 6 | £192.00 | £82.29 | £274.29 |
| Month 7 | £192.00 | £82.29 | £274.29 |
| Month 8 | £192.00 | £82.29 | £274.29 |
| Month 9 | £192.00 | £82.29 | £274.29 |
| Month 10 | £192.00 | £82.29 | £274.29 |
| Month 11 | £192.00 | £82.29 | £274.29 |
| Month 12 | £192.00 | £82.29 | £274.29 |
| Month 13 | £192.00 | £82.29 | £274.29 |
| Completion payment | £672.00 | £288.00 | £960.0 |
| Totals | £3,360.00 | £1,440.00 | £4,800.00 |

Appendix C:

Service Level Responsibilities: Associate Trainer and Assessor

Project Activity

- The Training Provider will register the learners with the awarding body and arrange for certification.
- The Training Provider will review all internal verification processes.
- The Training Provider will provide initial training and advice in respect of audit compliance and standardisation.
- The Associate will attend performance and compliance review meetings with the Training Provider. At these meetings the Associate will be required to demonstrate the progression of each learner, discuss outcomes and management of time of the learning programme.
- The Associate will be fully contactable during audits.

Associate Trainer and Assessor Responsibilities

Safety and Safeguarding

- To ensure you are working in accordance with company safeguarding procedures and guidelines.
- To ensure accidents or near misses are reported to the correct person in a timely manner, (this is for your accidents & near misses)
- To ensure that any safeguarding incidents are reported to the correct person in a timely manner, (this is for learners)
- To use all safety equipment or PPE correctly & for the purpose intended. Reporting any replacements that you require to your Partner performance manager in a timely manner.
- To complete customer risk assessments, (Qualitrain risk assessments for the classrooms you use when teaching on our customers premises)
- To complete funding provider Health & Safety vetting forms, (if requested)

Quality, Compliance & Standardisation

- To work in accordance with the company's standard quality and compliance processes
- To use the approved resources when carrying out Information, advice and guidance, enrolment, training, coaching or assessment. This will include the following.
 - Enrolment forms
 - Skills scans
 - Initial Assessments in English, Maths, and ICT (if required)
 - Attendance registers
 - Individual Learning Plans
 - Off the job records
 - Progress reviews
 - Break in Learning form, (if required)
 - Exit reviews and feedback forms, (learner and employer)
 - Apprenticeship Declaration form, (When doing apprenticeships)
 - Learning Milestone plan
 - Syllabus
 - Lesson plans
 - Teaching resources
 - Awarding body assessment plans
 - Awarding body exam & invigilation paperwork
 - Standard learner portfolios, (hard copy and electronic versions)
 - Gateway and End Point Assessment materials
- Use Monday.com and MS Teams learner tracking systems for monitoring progress. This will be specified for each cohort by your Partner performance manager
- Use MS Teams as part of your daily work. These duties are specified as follows,
 - Download the latest training resources.
 - Plan and prepare to deliver the session by ensuring that you are fully conversant with content, pedagogy, and activities.
 - Download assignments to the MS Team class ready for delivery.
 - Upload training resources to the MS Team class prior/after to delivery.
 - Use the MS Teams Insights dashboards to manage your caseloads effectively.
 - Plan and book sessions with learners before they take place using the MS Teams Calendar
 - Log attendance and the status for each learner at the start of each session.
 - Report and escalate absence to employer and Ops lead where appropriate.
 - Record all training session.
 - Facilitate and administer learner skills scan as part of the IAG process
 - Upload evidence (when required)
 - Assess and feedback on the evidence/assignment in a timely manner.
 - Support learners to map evidence to Knowledge, skills, and Behaviour standards.
 - Complete and sign Gateway administration
 - Facilitate interactive Live Quarterly Reviews and ensure signatures are provided from all parties.
 - Request electronic signatures, (when applicable)

- Set learner actions.
 - Complete the approved electronic forms.
 - Email the learner, (if required for contact)
 - View and action IQA reports
 - Update your own CPD log.
- Work in conjunction with the Quality & Compliance team to help prepare for Teaching Observations, OFSTED visits and audits, (such as funding provider audits, Matrix audits and IIP etc.)
- Work in conjunction with your Partner performance manager and the Quality & Compliance team to ensure that all learners have completed all aspects of work required for End Point Assessment and certification are made available for audit in a timely manner.
- Ensure that corrective actions identified from your audits and completed in a timely manner.
- Co-ordinate with your Partner performance manager to make yourself available for standardisation events, continuous improvement activities or team meetings when required.
- Ensure you report learner appeals, safeguarding incidents, equality and inclusion issues, and customer complaints to the correct person in a timely manner.
 - Learner appeals/complaints go to your partner performance manager.
 - Safeguarding/EDI issues go to Claire Lewis

Delivery of Training and Assessment

- Make yourself available for team meetings and complete and agreed actions in a timely manner.
- Co-operate with your Partner performance manager to plan your caseloads to ensure that enrolments, teaching, coaching, and assessment activities are conducted in a cost-effective manner and in accordance with quality & compliance requirements.
- Plan and prepare to deliver teaching session by ensuring that you are full conversant with the lesson plan, resources, time management, assignments and personalise to meet the needs of the group/individuals .
- Deliver teaching sessions using the latest versions of the approved resources.
- Deliver assessment activities using the latest versions of the approved resources.
- Provide individualised constructive, developmental, and motivational feedback to your learners including support for spelling, punctuation and grammar using the text or the video functionality in MS Teams in a timely manner.

- Provide feedback to the learner's partner performance manager in a timely manner, ensuring that any issues which effect the learner's development and timely completion are clearly communicated.
- Communicate any changes to training or assessment plans to the following people in a timely manner, including updating the Date Plan and Resource GURU and informing:
 - The learner
 - The learner's Line manager
 - Your Partner performance manager

Updated Date plans should be officially distributed to all parties without fail.

- Submit all funding provider and qualification documentation in a timely manner, which includes the following.
 - IAG skill scan
 - Enrolment documentation
 - Initial Assessments in English, Maths, and ICT (if required)
 - Attendance registers
 - Individual Learning Plans
 - Progress reviews
 - Break in learning form, (if required)
 - Withdrawal form (if required)
 - Exit reviews and feedback forms, (learner and employer)
 - Apprenticeship declaration form, (When doing apprenticeships)
 - Learning milestone plan
 - Syllabus
 - Lesson plans
 - Teaching resources
 - Gateway and End Point Assessment documentation
 - Awarding body exam & invigilation paperwork
 - Learner EPA work and assignments (according to EPA plans)
- Communicate learner withdrawals to your Partner performance manager and the administration team in a timely manner, submitting the following documentation via email to the Compliance Team or via Monday.com.
 - Off The Job Training Log
 - Last Progress reviews
 - Withdrawal form with last date of learning from OTJ log
- Manage any problems or issues that may impact on timely completion by working closely with employers and the Operations Lead to resolve any issues which will prevent learners from completing in a timely manner. Escalate any problems or issues that you cannot resolve to your Partner performance manager urgently.



- Use the resources provided by the company in accordance with company guidelines, bringing any issues to the attention of your Partner performance manager so they can be addressed in a timely manner.

To attend monthly 1-2-1 meetings with your partner performance manager to review learner progress.

- To work in accordance with Qualitrain processes and procedures
- To carry out any reasonable request made by your Partner performance manager

Self-Development

- To update and share CPD records with Training Provider

Core Values

Behaviours must be in keeping with our core values:

Support: Being responsive to customer, including flexibility and bespoke service

Honesty: Being genuine with everyone

Integrity: Comply with compliance requirements.

Respect: Everyone feels valued. We treat others as we would like to be treated ourselves.

Loyalty: Commitment to each other, the company and customer

Inspiration: Striving for team excellence.

Qualifications

In order to meet the requirements of the Training Provider and its stakeholders the following qualifications are required as a minimum:

- A vocational qualification at the level you are teaching and assessing
- An assessor qualification (D32 / 33, A1, TAQA) if assessing formal qualifications
- A level 3 teaching qualification or relevant experience of teaching or be willing to work towards
- Level 2 qualifications in English and Maths (or prepared to work towards)
- Level 2 ICT (Desirable)