**WORKPLACE RELATIONSHIP AGREEMENT**

|  |  |  |
| --- | --- | --- |
| Between | **Skills Active Aotearoa Limited** | (Skills Active) |
| And | **[Company name]** | (the Company) |

1. **Introduction**
   1. Skills Active and the Company have agreed to work together in partnership to develop and implement a training and assessment programme to meet the requirements of the Company.
   2. This Agreement describes and acknowledges the working relationship between the Company and Skills Active.
2. **Responsibilities and commitments**
   1. The Company has agreed to:
   2. Allocate resources and associated costs (including personnel and time) to train and assess staff towards the qualifications detailed in Schedule A
   3. Actively encourage and support their employees to achieve qualification(s) on the New Zealand Qualifications Framework (NZQF) by achieving a minimum of 80% completion rate within the qualification duration
   4. Complete valid Training Agreements and ensure continuous credit reporting within the duration of the qualification
   5. Regularly review trainee achievement, the training programme and programme completion dates to ensure 90% or more of trainees achieve a minimum of 10 credits towards the programme in which they are enrolled during the period of the enrolment each year
   6. Support staff to become Assessors where applicable
   7. Ensure assessment is carried out in accordance with the national standard and good assessment practice
   8. Have in place a Health and Safety Plan that is compliant with New Zealand legislation to ensure that risks in the workplace are eliminated, isolated or managed to reduce risk of harm to staff and/or visitors to the workplace
   9. Ensure that any Skills Active staff or contractors are made familiar with relevant parts of the Company's Health and Safety Plan, hazards they may encounter on their visit to the workplace are identified, and controls put in place to manage the safety of those staff and contractors during their visit
   10. Agree to allow auditors from Skills Active, Tertiary Education Commission (TEC) or New Zealand Qualifications Authority (NZQA) to access any records that might be pertinent to this agreement if required
   11. Submit a completed Industry Cash Contribution Form and return to Skills Active by 20 January of the year following training
   12. Ensure all trainees are legally entitled to work in New Zealand and comply with TEC trainee and apprentice eligibility criteria
   13. Ensure all trainees enrolled in a Level 2 qualification complete the online Literacy, Language and Numeracy Assessment on receipt of their login code.
   14. Skills Active has agreed to:
   15. Administer this agreement in the spirit of the partnership and in such a way that best ensures the training outcomes required by the Company
   16. Provide the Company with appropriate resources for Skills Active’s qualifications
   17. Provide information, regular progress reports, advice and support to achieve training outcomes required by the Company
   18. Report unit standards to the NZQA and cover the costs involved with credit reporting, gaining National Student Index (NSI) numbers, Record of Achievement (RoA) checks and verifying and awarding qualifications from the NZQF
   19. Commit to the development and support of workplace assessors
   20. Ensure Skills Active staff adhere to the Company’s Health and Safety Plan when on site
   21. Check to ensure assessment is consistent through moderation processes.
3. **Volunteer Arrangements**
   1. When enrolling eligible volunteers into a national qualification attracting TEC funding, a written arrangement between the workplace and the volunteer(s) must be in place.
   2. The Volunteer Arrangement must comply with, and reference, the following TEC criteria:
   3. Are in arrangements with organisations that are in the nature of employment, with clear contractual obligations between the parties
   4. Have regular or rostered hours of duty
   5. Commitment to attend work on a regular or when required basis
   6. Can be subject to termination for unsatisfactory performance.
4. **Disputes and Terminations**
   1. Should there be dispute between Skills Active and the Company arising out of any matter relating to this Agreement, then Skills Active and the Company shall:
   2. Discuss the matter promptly and in good faith with a view to reaching an early resolution
   3. Where discussion does not resolve the dispute, refer it to a mutually acceptable mediator to assist in reaching an agreed outcome.
   4. This agreement will terminate as follows:
   5. On provision of a minimum of one month’s written notice by either party, or
   6. Immediately if there has been a serious breach of the Agreement.
5. **Measurement**
   1. The workplace partnership will be deemed successful if:
   2. Clear strategies are developed to achieve the aims of this partnership
   3. Participants achieve their training goals and qualifications
   4. Employees within the Company develop work skills and qualifications that result in improved productivity
   5. Each partner considers this relationship beneficial.

**Signed:**

**The Company**

|  |  |
| --- | --- |
| **Signed** |  |
| **Signatory’s name** |  |
| **Signatory’s title** |  |
| **Date** |  |

**Skills Active Aotearoa**

|  |  |
| --- | --- |
| **Signed** |  |
| **Signatory’s name** | [Choose a signatory] |
| **Signatory’s title** | [Choose a title] |
| **Date** | [Click here to enter a date] |

**SCHEDULE A**

1. **Term and Review**
2. This Agreement commenced on 1 January 2018 and unless earlier terminated, will expire on 31 December 2018
3. This Agreement is subject to the continuation of Industry Training Funding as provided for in Skills Active’s Investment Plan as agreed with the TEC
4. This Agreement may be reviewed at any time at the request of either party
5. The signing of this document implies that the terms of trade as detailed on the Skills Active website are understood and agreed to.

**2. Approved Programmes and Trainee Volume**

The Company agrees to support the training and assessment for the following approved programmes:

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| --- | --- | --- |
| **Qualifications** | **Duration (months)** | **Anticipated number of trainees** |
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*Additional programmes may be added as agreed with Skills Active to meet the Company’s training needs.*

**3. Enrolment and resource fees as agreed by Skills Active and the Company**

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| --- | --- |
|  | **Cost (excl GST)** |
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**IMPORTANT NOTES**

* If a trainee does not make suitable progress, including reporting 10 credits in the first three months, they may be withdrawn and a full registration fee will apply on re-enrolment.
* The above schedule does not restrict employees accessing any additional qualifications offered by Skills Active. Any additional qualifications will be charged at standard Skills Active prices

**SCHEDULE B**

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| --- | --- |
| **Legal name** |  |
| Trading as |  |
| Physical address |  |
| Postal address (if different) |  |
| Main telephone |  |
| **Contact person** |  |
| Position |  |
| Telephone |  |
| Mobile |  |
| Email |  |
| **Accounts Contact** |  |
| Telephone. |  |
| Mobile |  |
| Email |  |