

1. Provisions employed by SOLAS in exerting oversight of REHAB in respect of State funding from the budget of SOLAS

The majority of the funds paid to the REHAB Group from the SOLAS budget are paid to the National Learning Network to provide Specialist Vocational Training to persons with disabilities.

The National Learning Network (NLN) is the largest of 17 providers of Specialist Vocational Training. Currently, there are 2,110 Specialist Training places funded from the SOLAS budget nationally. The NLN provides 1804 of these places in 30 different centres. The balance of the total provision is delivered by 16 other providers which deliver the other 306 places.

Specialist Training Providers (STPs) provide training and support services specifically for people with disabilities including people with physical, intellectual, mental health or sensory disabilities.

STPs have been funded by FÁS since June 2000 when the National Rehabilitation Board was dissolved and responsibility for a range of programmes was transferred to FÁS, and others, and more recently to SOLAS and Education and Training Boards in the case of Specialist Training.

An “Agreement to Collaborate” is entered into between the local SOLAS unit or Education and Training Board on the one hand and, in the case of the National Learning Network, the specific training centre on the other. A copy of the current template of the Agreement is attached.

Oversight of the agreement, including the funding provided for the provision of Specialist Training, is exerted through processes of monitoring, review, centre visits, checking of monthly claims and business planning and review. A copy of the following documents supporting these processes are also attached:

- STP Agreement to Collaborate Checklist
- Annual Training Monitoring Schedule
- Training Monitoring Report
- Training Review Report
- Visit Report Form
- Monthly Claim Form
- Monthly Claim Summary Form
- Weekly Attendance Sheet
- Payments Guidelines
- Payment Approval Sheet
- Business Plan Template.

Every Specialist Training centre is now required to implement an annual business plan and review process addressing priority objectives in four core areas of performance, detailed for the current year as follows:

- (1) Utilisation: Ensure that all learners are recruited in line with agreed protocols and that available resources are utilised to meet individual learner needs.

(2) Relevance of Provision:

- Review all programmes on an ongoing basis to ensure relevance of content, structure and delivery
- Offer a range of Minor Awards leading to Major Awards at a variety of levels on the National Framework of Qualifications to provide individualised training relevant to the labour market
- Maintain skills/competence of staff and management to deliver relevant training
- Implement the SOLAS Training Standards System.

(3) Progression – Support learners to achieve planned outcomes:

- Identification of training supports required as part of a skill sampling process within 3 months of commencement to include career aptitudes and interests, literacy and numeracy and also training related disability specific supports.
- Individual training plan to be developed and maintained for each learner including major awards selected, mandatory modules identified and scheduled and methodology specified.
- Individual progression plans to be put in place identifying options to pursue on exit from the STP and transition supports required.
- Placement and progression targets to be achieved.

(4) Reporting against key business objectives on a regular basis through quarterly business plan reviews.

An tSeirbhís Oideachais Leanúnaigh agus Scileanna

and

[]

**AGREEMENT TO COLLABORATE FOR PROVISION OF A
SPECIALIST TRAINING CENTRE**

(Conditions of Agreement)



EUROPEAN SOCIAL FUND
Investing in your Future



THIS AGREEMENT is made on

2010

BETWEEN:

An tSeirbhís Oideachais Leanúnaigh agus Scileanna
having its principal place of business at
27-33 Upper Baggot Street, Dublin 4
(hereinafter referred to as "SOLAS")

- and -

[
] having its registered office at
[
]
(hereinafter referred to as
the "Second Provider")

RECITALS:

- A. The Second Provider [operates / shall operate] a Specialist Training Centre (as hereinafter defined) at [ADDRESS].
- B. The Second Provider has agreed to conduct certain training programme(s), funded by SOLAS at the Specialist Training Centre, upon and subject to the terms and conditions of this Agreement.
- C. This Agreement (including those documents incorporated by reference as described further below) shall govern the terms and conditions upon which the Second Provider will operate the Specialist Training Centre and the Training Programme(s) from the date of execution hereof until the expiry of the Term (as hereinafter defined), to the exclusion of any and all prior agreements between SOLAS and the Second Provider in respect of the provision of specialist training at the Specialist Training Centre.

NOW IT IS HEREBY AGREED that in consideration of the mutual covenants, conditions, agreements and payments hereinafter set forth or provided for, the parties hereto respectively covenant with each other as follows:

- 1.1.12 “**IPR**”, intellectual property rights including, without limitation, copyright (present and future), moral rights, patents, trade marks, design rights and database rights (whether or not any of these is registered and including any application for registration of any such rights), know-how, confidential information and trade secrets and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world;
- 1.1.13 “**Landlord**”, the owner of the Premises;
- 1.1.14 “**Learners**”, those individuals receiving training under the Training Programme(s);
- 1.1.15 “**Operating Standards**”, the Operating Standards for the Specialist Training Centre, as may be amended, varied or supplemented by SOLAS from time to time;
- 1.1.16 “**Personnel**”, the staff of the Second Provider involved in the provision and delivery of the Training Programme as set out in the Operating Standards, including the General Manager, Instructors, Trainers and Clerical Officer;
- 1.1.17 “**Premises**”, the premises at which the Centre operates/is proposed to operate;
- 1.1.18 “**Term**”, the period from the date of execution of this Agreement until the expiry of the Initial Term or, if applicable, the Extended Term;
- 1.1.19 “**Training Activity**”, the planned training activity to be undertaken in connection with the Training Programme(s) details in respect of which are set out in the SOLAS Schedule of Agreement;
- 1.1.20 “**Training Allowances**”, the training allowances and other costs incurred in respect of the Learners as determined by SOLAS and set out in further detail in the Operating Standards;
- 1.1.21 “**Training Programme(s)**”, the training programme(s) funded by SOLAS for Learners at the Centre, conducted in accordance with the terms

contained in the SOLAS Schedule of Agreement and as approved by SOLAS prior to entering into this Agreement, as may be amended, varied or supplemented from time to time with the written consent of SOLAS;

1.1.22 “**Trainer**”, an individual, sole trader, company or other organisation involved in the provision and delivery of the Training Programme(s) as guest instructor, part-time instructor, sub-contractor or in another, similar, capacity; and

1.1.23 “**2005 Act**”, the Safety, Health and Welfare at Work Act 2005 and its underlying regulations and/or codes of practice.

2. Construction

2.1 Any reference to a document being “in the approved terms” shall mean that such document shall be in a form approved by some or all of the parties hereto (as appropriate) and for the purpose of identification signed or initialled by or on behalf of some or all the parties hereto (as appropriate) on or prior to the date hereof.

2.2 Any reference to any provision of any legislation shall include any modification re-enactment or extension thereof.

2.3 Words such as “hereunder”, “hereto”, “hereof”, and “herein” and other words commencing with “here” shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular Section or Clause thereof.

2.4 Save as otherwise provided herein any reference to a Section, Clause, paragraph or sub-paragraph shall be a reference to a Section, Clause paragraph or sub-paragraph (as the case may be) of this Agreement and any reference in a Clause to a paragraph or sub-paragraph shall be a reference to a paragraph or sub-paragraph of the Clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended. Any reference in this Agreement to any Governmental Department or State Body (including SOLAS) shall be deemed to refer, where appropriate, to the respective assigns and successors in title of such Governmental Department or State Body.

3. Headings and Captions

The Section headings and captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

4. The Centre

4.1 The Second Provider hereby agrees that in consideration of the Funding provided by SOLAS it shall operate the Centre and shall provide the Training Programme(s) at the Centre with effect from the Commencement Date.

4.2 Subject to Clause 4.3, the Second Provider shall operate the Centre and shall provide the Training Programme(s) in the manner set out in the SOLAS Schedule of Agreement and in accordance with the terms and conditions of this Agreement, the Operating Standards and the conditions and objectives of the Specialist Training Centre as communicated by SOLAS to the Second Provider from time to time.

4.3 The Second Provider acknowledges that SOLAS may from time to time (whether before or after the Commencement Date) amend or vary the Training Programme(s) and/or the Operating Standards. All such amendments or variations shall be notified to the Second Provider in writing by SOLAS and this Agreement shall be subject to such amendments or variations, which shall be binding on the parties hereto.

4.4 The Second Provider shall co-operate with SOLAS to implement the Training Programme(s) as agreed.

4.5 The Second Provider hereby covenants and agrees that the appointment of all Personnel will be in accordance with the Operating Standards. The parties agree that any breach by the Second Provider of the terms of this Clause will constitute a material breach of this Agreement for the purposes of Clause 23.

4.6 The Second Provider may in exceptional circumstances with the prior written consent of SOLAS (such consent not to be unreasonably withheld) sub-contract any part of the provision of the training in respect of the Training Programme(s) provided always that:

- 4.6.1 the identity, qualifications and experience of each sub-contractor is notified in advance and agreed by SOLAS; it is acknowledged that it shall be a prerequisite to any such appointment of a sub-contractor as Trainer that the appointee meet SOLAS' standards and requirements as described in the Operating Standards;
- 4.6.2 the Second Provider undertakes and covenants to adhere to all procurement guidelines as notified to it by SOLAS from time to time; and
- 4.6.3 the Second Provider shall fully indemnify and hold SOLAS harmless from and against all and any claims, demands, proceedings, judgements, costs or liabilities of whatsoever nature (including legal costs) arising in relation to the Training Programme(s) made by any sub-contractor(s) in respect of such sub-contracting.

5. Payment

- 5.1 Subject to compliance by the Second Provider with the terms and conditions of this Agreement, SOLAS shall pay Funding to the Second Provider for the Initial Term of up to €[] as set out in the SOLAS Schedule of Agreement, payable monthly in arrears in accordance with the Operating Standards. Funding for any Extended Term shall be as may be agreed between SOLAS and the Second Provider.
- 5.2 Pending full compliance by the Second Provider with the terms of this Agreement, SOLAS reserves the right, upon giving 21 days written notice to the Second Provider, to withhold all or part of any payments payable to the Second Provider if, in the sole opinion of SOLAS acting reasonably, the Second Provider fails to adequately observe any of the terms or conditions of this Agreement (including the Operating Standards).

6. Proof of Incorporation or Registration

- 6.1 The Second Provider shall forward to SOLAS a copy of its Certificate of Incorporation or Certificate of Acknowledgment of Registration (in the case of industrial and provident societies) prior to the Commencement Date.

7. Quality Assurance

7.1 The Second Provider undertakes to adhere to quality assurance policies and procedures as required by SOLAS and any additional Award Body requirements, including in relation (but not limited) to the following policy areas:

7.1.1 communications;

7.1.2 equality;

7.1.3 staff recruitment and development;

7.1.4 access, transfer and progression;

7.1.5 programme development, delivery and review;

7.1.6 fair and consistent assessment of Learners;

7.1.7 protection for Learners;

7.1.8 procuring programme delivery through utilisation of Second Providers;

7.1.9 monitoring; and

7.1.10 evaluation of programmes and services.

7.2 The Second Provider hereby agrees to have regard to all reasonable suggestions, observations, comments and requirements of SOLAS. The Second Provider shall provide SOLAS, or any entity or person authorised by SOLAS, with access to and/or copies of any records which are required as part of the SOLAS quality assurance policy and procedures.

8. Premises

8.1 The Second Provider shall produce to SOLAS on demand satisfactory evidence of the title of the Second Provider in relation to the Premises and such other information concerning the Premises and any lease, licence or tenancy agreement in respect thereof as SOLAS may request.

8.2 The Second Provider shall ensure that the use of the Premises is in compliance with all relevant planning permissions and all provisions of the lease, licence or tenancy agreement which detail the permitted user.

8.3 The Second Provider undertakes that it shall be solely responsible to the Landlord or any other person with an interest in the Premises if any claim for improvements, renovations, rectifications or in respect of any damage or loss to the Premises arises from the operation or activities of the Second Provider and/or the Training Programme(s) or howsoever arising and, the Second Provider covenants and undertakes to indemnify SOLAS fully in respect of any such claim howsoever arising.

9. Facilities

9.1 The Second Provider shall provide the training facilities at the Centre, including where deemed necessary by SOLAS, Equipment and a proper learning environment for the Learners.

9.2 The Second Provider shall also provide appropriate secure storage facilities for all Equipment at the Centre.

9.3 The Second Provider shall provide suitable toilet and other necessary welfare facilities and amenities so as to fully comply with all current health and safety laws and other relevant laws and regulations relevant to the Centre.

9.4 The Second Provider shall use all reasonable endeavours to ensure that the facilities at the Centre meet the accessibility requirements of current legislation.

10. Learner Recruitment

10.1 SOLAS has the primary interest in the selection of the Learners. The Second Provider shall however, if requested by SOLAS, assist in the interview and selection of the Learners and shall maintain records of the interview and selection process as specified in the Operating Standards. The Second Provider shall not invite any applicant for interview or disclose to any person the outcome of any application or interview, unless requested to do so by SOLAS.

11. Insurance

The Second Provider hereby agrees that at all times there shall be in force adequate policies of all insurances appropriate to the employment of people, the supply of services, professional indemnity or any other matters arising out of this Agreement in respect of all Learners on the Training Programme(s), irrespective of whether the Learners receive training from the Second Provider or from sub-contractors.

12. Indemnity

12.1 SOLAS shall not be liable for any injury, loss or damage whatsoever or to whomsoever caused by any act, default or omission of the Second Provider, its servants, agents or sub-contractors or by a Learner on the Training Programme(s).

12.2 The Second Provider shall fully indemnify and hold harmless SOLAS from and against all and any claims, demands, proceedings, judgments, costs of liabilities of whatsoever nature (including legal costs) arising in relation to the Training Programme(s), the Centre or in respect of any breach of this Agreement by the Second Provider.

13. Intellectual Property

13.1 Any IPR developed by a Second Provider in connection with the development of the Training Programme(s) or otherwise arising out of this Agreement shall be the sole property of SOLAS and shall immediately vest in SOLAS. The parties acknowledge and agree that no party (other than SOLAS) shall be entitled to exploit such IPR without the prior written consent of SOLAS.

13.2 The Second Provider further agrees that at SOLAS' request (and cost) it shall do all that may from time to time be required by SOLAS to enable SOLAS to establish and protect its right to the IPR.

14. Records

14.1 The Second Provider shall securely maintain:

14.1.1 a detailed financial record of all receipts, expenditure and all expenses arising in respect of the Centre and the Training Programme(s);

- 14.1.2 proper books of account, records of all payment and receipts in respect of the Centre and the Training Programme(s), and shall retain all supporting documentation including, but not limited to invoices, statements and bank statements. All books of account shall be kept in such a manner as to provide precise financial details of the Centre and the Training Programme(s) at any particular time;
- 14.1.3 quality assurance records relating to the Training Programme(s) provided under this Agreement, in such form as SOLAS may require;
- 14.1.4 records relating to the recruitment and/or selection and training of Personnel;
- 14.1.5 detailed records in relation to all health and safety issues arising including, but not limited to, an up-to-date risk assessment and safety statement, any visit made by the HSA and/or any other authorised body, any accident, incident and/or near miss no matter how minor, any notice or direction threatened or served upon it by the HSA or any other authorised body, any claim threatened or made in relation to any alleged loss or damage by any other person to include (but not limited to) Personnel, Learners and/or sub-contractors;
- 14.1.6 book of attendance in relation to the Learners; and
- 14.1.7 such other records as SOLAS may reasonably determine from time to time.

15. Rights of Access

- 15.1 The Second Provider shall grant officials of SOLAS, Award Bodies, the Department of Education and Skills, any other government department, the Comptroller and Auditor General's office the European Commission and the European Court of Auditors, the HSA and/or any other authorised body immediate access to the Premises (together with any other premises at which the Training Programme(s) are provided) or where records are maintained under this Agreement and the right to examine all records, financial and otherwise maintained by the Second Provider in connection with the Training Programme(s), including all notes and materials supplied to the Learners.

15.2 The Second Provider shall reply satisfactorily to any queries submitted by SOLAS, Award Bodies, the Department of Education and Skills, any other government department, the Comptroller and Auditor General, the European Commission, and the European Court of Auditors, the HSA and/or any other similar body relating to the activities funded pursuant to this Agreement (“Reply”) provided that the Reply will not constitute a breach of any statutory or contractual obligation of the Second Provider. If third party consent is required prior to the Second Provider issuing the Reply, the Second Provider shall use its best endeavours to obtain the necessary consent from the relevant third party.

15.3 The Second Provider shall use all reasonable efforts to procure that the Learners will make available to SOLAS, if so requested, all training material supplied to them in connection with the Training Programme(s).

16. Data Protection

16.1 The Second Provider hereby agrees that it will comply with all relevant requirements of the Data Protection Acts, or any amendment thereof or any regulations passed pursuant to the provisions thereof insofar as they apply to the Second Provider.

16.2 The Second Provider hereby agrees that it will use its best endeavours to obtain all necessary and relevant consents pursuant to the Data Protection Acts from each Learner to permit any personal data given by such Learner to be processed and stored by SOLAS, the Department of Education and Skills, any other government department, and any body, office or department of the European Union or the European Commission.

17. Freedom of Information

The Second Provider shall, where requested so to do, promptly give to SOLAS any record (as such term is defined in the Freedom of Information Acts 1997 and 2003) (“Record”) relating to any matter provided for, arising in respect of, or in connection with, this Agreement.

18. Health and Safety

- 18.1 It shall be the responsibility of the Second Provider and the Second Provider hereby undertakes to take all necessary steps to secure the safety, health and welfare of all persons attending the Centre in accordance with its duties and responsibilities pursuant to the Safety, Health and Welfare at Work Act. For the avoidance of any doubt, the steps taken must, as a minimum, be to the same extent and in the same manner as an employer is required to do in relation to employees under the Safety, Health and Welfare at Work Act. The Second Provider shall annually carry out self-assessment checks of its compliance with the foregoing obligations and, on request by SOLAS, shall certify such compliance to SOLAS.
- 18.2 The Second Provider covenants and undertakes to fulfil its statutory reporting requirements following any incident or accident resulting in injury or death to any persons.
- 18.3 Notwithstanding the statutory reporting requirements of the Second Provider, the Second Provider hereby covenants and undertakes to inform SOLAS in writing of any incident and/or accident at the first opportunity following the incident and/or accident but in any event no later than 7 days of becoming aware of the occurrence of the accident and/or incident regardless of its severity.

19. Discontinuation of Training

- 19.1 If SOLAS and/or the Second Provider considers that a Learner is no longer willing or has become unable to attend, or if SOLAS and/or the Second Provider decides that the Learner should not attend or continue to attend the Training Programme(s), SOLAS may, at its absolute discretion, give or confirm notice of that fact to the Second Provider and SOLAS shall give immediate notice of such discontinuation to the Learner concerned and that Learner shall cease to be a Learner for the purpose of any provision of this Agreement.
- 19.2 The Second Provider shall notify SOLAS immediately upon suspending a Learner during the period of a Training Programme, it being acknowledged that SOLAS has the sole right to dismiss a Learner during such period.

20. Equal Opportunities

The Second Provider hereby covenants and agrees that it shall ensure that neither it nor any of its sub-contractors shall commit or omit any act, which may constitute direct or indirect discrimination against any person pursuant to the Employment Equality Acts 1998 and 2004 and/or the Equal Status Acts 2000 to 2004 and/or, if relevant, the Disability Act 2005 and the Second Provider hereby agrees that it shall carry out any specific actions in fulfilment of these obligations as SOLAS may deem appropriate from time to time.

21. No Agency

The Second Provider shall not represent itself as the agent or legal representative of SOLAS for any purpose whatsoever and shall have no right to create or assume any obligations of any kind (express or implied) for or on behalf of SOLAS in any way whatsoever except as herein provided.

22. Term

22.1 This Agreement shall commence on the date of execution hereof and shall continue for the Initial Term subject to the terms and conditions of this Agreement including but not limited to Clause 23 hereof.

22.2 Unless terminated on or before the expiration of the Initial Term, this Agreement shall continue in full force and effect thereafter (the "Extended Term") subject to the terms and conditions of this Agreement including but not limited to Clause 23 hereof.

23. Termination of Agreement

23.1 Either party may terminate this Agreement at the expiration of the Initial Term by giving written notice of termination to the other party no later than 90 days before the expiration of the Initial Term. If neither party terminates this Agreement in accordance with Clause 23.1, either party may terminate this Agreement at any time during the Extended Term by giving not less than 90 days written notice of termination to the other party of this Agreement.

- 23.2 Notwithstanding Clauses 23.1 above, SOLAS shall have the right by giving written notice to the Second Provider to terminate the Agreement immediately at any time if:
- 23.2.1 the Second Provider commits a material breach of any of the terms or conditions of this Agreement and such breach is not remedied (if capable of remedy) within 14 days of a written request to do so;
 - 23.2.2 the Second Provider assigns, transfers or novates or attempts to assign, transfer or novate this Agreement without the prior written consent of SOLAS;
 - 23.2.3 the Second Provider alters or attempts to alter the terms of this Agreement without the prior written consent of SOLAS;
 - 23.2.4 the Centre and/or the Training Programme(s) does not sustain the number of positions and/or Learners within the time outlined in the Operating Standards and/or the SOLAS Schedule of Agreement, provided that SOLAS has given the Second Provider four weeks' notice in writing of its intention to terminate on this ground; or
 - 23.2.5 any of the events described in Clause 23.3 occur.
- 23.3 The Second Provider shall notify SOLAS in writing immediately upon the occurrence of any of the following:
- 23.3.1 where the Second Provider is a partnership, any partner in the Second Provider is adjudged a bankrupt;
 - 23.3.2 where the Second Provider is a company, a winding-up order is made or a resolution for a voluntary winding up is passed with respect to it (otherwise than for the purpose of a bona fide reconstruction or amalgamation); or
 - 23.3.3 a receiver or manager of its undertaking is duly appointed or possession is taken by or on behalf of the holder of any debenture secured by a floating charge of any property of the Second Provider comprised in or subject to the charge.

- 23.4 Upon the termination of this Agreement for any reason:
- 23.4.1 any rights of action or remedy which shall have accrued or shall thereupon accrue to SOLAS shall not be prejudiced or affected;
 - 23.4.2 SOLAS shall not be required to make any further Funding payments;
 - 23.4.3 any monies advanced to the Second Provider (other than such monies used to discharge expenses and other liabilities properly incurred by the Second Provider in respect of the Training Programme(s)) shall immediately be repaid to SOLAS (and the parties agree that this repayment obligation shall also apply to any cancelled Training Programme(s), where that Training Programme(s) is cancelled without simultaneous termination of this Agreement); and
 - 23.4.4 the Second Provider shall, if requested, immediately give to SOLAS any Record relating to this Agreement or any service provided pursuant to this Agreement or any record requested pursuant to Clauses 15.

24. Statutory Obligations

- 24.1.1 The Second Provider shall comply with all relevant statutory provisions relating to the contents of this Agreement.
- 24.1.2 The Second Provider shall discharge its statutory obligations in respect of PAYE, PRSI, VAT and all other relevant taxation and levies relating to the operation of the Centre. A current Tax Clearance Certificate or evidence of Charitable Status as appropriate shall be provided to SOLAS prior to the Commencement Date.
- 24.1.3 The Second Provider shall be responsible for ensuring compliance with Section 121 of the Pensions Act 1990. At a minimum, the Second Provider shall ensure the provision of access to at least one type of Standard Personal Retirement Savings Account to Personnel during the operation of the Centre.

25. General Provisions

25.1 Binding on Successors

This Agreement shall ensure to the benefit of and be binding upon the respective parties hereto and their respective successors personal representatives and assigns.

25.2 Assignment

The benefit hereof shall not be assignable save with the prior written consent of each party hereto, such consent not to be unreasonably withheld.

25.3 No Partnership

This Agreement shall not be deemed to create any partnership between the parties in relation to the Centre or otherwise.

25.4 Waiver

A waiver of any right arising pursuant to this Agreement shall not be enforceable unless given in writing and signed by the party enjoying that right. A waiver by a party of any breach of a provision of this Agreement (or the acquiescence of a party in any act (whether of commission or omission) which but for such acquiescence would be a breach of a provision of this Agreement) shall not constitute a general waiver of any other provision of this Agreement, or a waiver of any subsequent act contrary thereto.

25.5 Acknowledgement of SOLAS

The Second Provider hereby acknowledges and agrees that it will at all times and in all publications, materials, signage, application forms or other information, documentation or materials acknowledge the role of SOLAS in supporting the Centre and/or the Training Programme(s). All acknowledgements made by the Second Provider shall be approved in advance by SOLAS and where so approved all publications, materials, application forms, information, documentation and signs should include the SOLAS logo, and comply with the SOLAS “Brand Manual and Identity Guidelines” as may apply from time to time.

25.6 Announcements

Without prejudice to Clause 25.5 and save with the consent of SOLAS, no announcements, publications, promotional, marketing or sales materials whatsoever relating to the Centre or the Training Programme(s) under this Agreement shall be made.

25.7 Counterparts

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original all such counterparts together constituting but one and the same instrument.

25.8 Fees and Expenses

Each of the parties agree to bear its own legal costs and other expenses of and incidental to the preparation, negotiation, execution and completion of this Agreement.

25.9 Business Days

If any action or duty to be taken or performed under any of the provisions hereof would, apart from the provisions of this Clause, fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such date.

25.10 Further Assurance

Each of the parties shall (and shall each procure that any other necessary party shall) execute and do all such documents, acts and things as may reasonably be required to implement the provisions of this Agreement.

25.11 Severability

Each of the provisions of this Agreement are separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court or regulatory authority or agency of competent jurisdiction to be void or unenforceable in whole or

in part the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall use their best efforts to achieve the purpose of the void or unenforceable provision (or part thereof) by a new legally valid stipulation.

25.12 Whole Agreement

This Agreement contains the whole agreement between the parties relating to the matters provided for in this Agreement and supersedes all previous agreements (if any) between the parties in respect of such matters and each of the parties to this Agreement acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except for those contained in this Agreement.

25.13 Conflict

In the event of any ambiguity, discrepancy or conflict between the provisions of this Agreement and/or the Appendices to this Agreement, and/or the Operating Standards, the provisions of this Agreement shall prevail, followed by the provisions of the Operating Standards, followed by SOLAS quality assurance policies and procedures in particular all aspects thereof applying to Second Providers.

25.14 Disputes

All disputes or differences which may arise from the operation of this Agreement and/or the rights or liabilities of the parties hereto shall in the first instance be fully discussed between SOLAS and the Second Provider in an effort to arrive at a mutually agreeable solution. Failing the resolution of the matter within a 3 week period the dispute may be referred to mediation by the mutual agreement of the parties based on terms and conditions to be agreed. Failure to resolve the matter by mediation (including failure to agree on the identity of the mediator and/or failure to agree the terms and conditions of the mediation) within a further 3 week period will result in the parties reverting to alternative remedies available under Clause 25.15 and/or Clause 25.16.

25.15 Governing Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of Ireland. Each of the parties hereby submits to the non-exclusive jurisdiction of the courts of Ireland in relation to any disputes or proceedings arising out of or in connection with this Agreement.

25.16 No Adequacy

Each of the parties acknowledge that monetary damages would be an inadequate remedy for any breach of this Agreement by either of them and that any such breach would cause either party irreparable harm. Accordingly, each of the parties agree that in the event of any breach or threatened breach by either of them of this Agreement having exhausted the process outlined at 25.14 and in addition to any other remedies at law or in equity the other party may have, that party shall be entitled, without proof of special damages, to equitable relief, including injunctive relief and specific performance. Notwithstanding the foregoing the Second Provider acknowledges and agrees that SOLAS will not be responsible for or indemnify the Second Provider for any loss of profit, contracts, services arising in respect of or in connection with any breach of the Agreement by SOLAS or otherwise.

25.17 Notices

25.17.1 Any notice or other communication required or permitted to be given or made hereunder shall be addressed or sent to a party to his or its address hereinbefore specified to such other postal address as any such party hereto may from time to time notify to the other parties hereto in writing in accordance with the provisions hereof.

25.17.2 Any notice or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if despatched by pre-paid letter post addressed as aforesaid or if sent by fax message to such fax number (if any) as may be specified as aforesaid and shall be deemed to be given or made:

- (a) if delivered by hand - at the time of delivery;

- (b) if sent by post - forty eight hours after the same shall have been posted;
- (c) if sent by fax - at the time of termination of the fax transmission.

IN WITNESS whereof the parties have entered into this Agreement on the date specified above.

SIGNED
on behalf of AN tSEIRBHÍS OIDEACHAIS
LEANÚNAIGH AGUS SCILEANNA
by its authorised signatory
in the presence of:

Authorised Signatory (Signature)

Print name

Witness (Signature)

Print name

Print address
DATE _____

SIGNED
on behalf of the SECOND PROVIDER
by its authorised signatory
in the presence of:

Authorised Signatory (Signature)

Print name

Witness (Signature)

Print name

Print address

DATE _____

APPENDIX 1

SOLAS Schedule of Agreement

Specialist Training Centre

Ref. No. _____

1 Provider's Details

Name _____

Address _____

2 Centre Location(s)

3 Training Places

NFQ Level(s)	Number of learners
Total No. of Training Places	

4 Training Activity

An agreed Training Programme Specification (TS) must be attached for all programmes specified below.

Programme Title ¹	Certification level)	Duration (weeks)	Training Days (No.)	Programme Delivery Type (e.g. EBT, CBT or BL)

¹ As per Programme Title on agreed TS

5 Training Outcomes

% Placement	
% Progression	
% Attainment of Certification	

6 Funding

a. Funding, under this Agreement, will commence [date] and terminate [date].

b. SOLAS will fund this Programme up to a maximum of € xx (euro xx) as follows:

	euro
ALLOCATION PER TRAINING PLACE	
TOTAL ALLOCATION	

7 Ratio of learners to Trainers:

Employer based training (EBT)

In Centre based training (CBT)

Blended learning (BL)

8 Contact Person

Name

Title

Address

Telephone Number

Fax Number

E-mail Address

STP Agreement to Collaborate Checklist

STP Name: _____

Region: _____

Agreement to Collaborate Details:

Agreement period from:	to:	Financial Authority Levels: <u>STP (Fee Element)</u> Up to €300,000 Mgr Grade 5/6 Up to €500,000 Director Up to €750,000 ADG Up to €1.5m Director General Over €1.5m Board Link to Financial Authority Levels to SOLAS-01-02-P4 to confirm above levels
	Current Year	
Number of places		
* Total Per Capita Fee		
Agreement to Collaborate AMOUNT		
Authorisation Level:		

* Total Per Capita Fee is calculated at €14,956.

Agreement Completion Checklist: Have the following items been inserted on the Agreement?

	Yes	No		Yes	No
Agreement cover An tSeirbhís Oideachais Leanúnaigh agus Scileanna and [STP]	<input type="checkbox"/>	<input type="checkbox"/>	Clause 5.1 Funding - Initial Term of up to € []	<input type="checkbox"/>	<input type="checkbox"/>
This AGREEMENT is made on [date] _____ BETWEEN An tSeirbhís Oideachais Leanúnaigh agus Scileanna and _____	<input type="checkbox"/>	<input type="checkbox"/>	Appendix I Insert Schedule of Agreement submitted by STP	<input type="checkbox"/>	<input type="checkbox"/>
RECITALS: A Insert [ADDRESS] Delete either [operates/shall operate]	<input type="checkbox"/>	<input type="checkbox"/>			
Clause 1.1.4 Insert Commencement Date	<input type="checkbox"/>	<input type="checkbox"/>			

The following documents are on file in the local Community Training office:

	Yes	No	If No, please comment on action being undertaken
Business Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule of Agreement	<input type="checkbox"/>	<input type="checkbox"/>	
Training Programme Specification (TS)	<input type="checkbox"/>	<input type="checkbox"/>	
Certification of Incorporation (or charitable status)	<input type="checkbox"/>	<input type="checkbox"/>	
Tax Clearance Certificate	<input type="checkbox"/>	<input type="checkbox"/>	
Copy of current insurance policies e.g. Employers & Public Liability, Professional Indemnity, Fire, Theft and other activities	<input type="checkbox"/>	<input type="checkbox"/>	
Signed Annual Audited Accounts Signed: _____ SOLAS Officer	<input type="checkbox"/>	<input type="checkbox"/>	

Agreement approval: (As per authorisation level)

_____ Date: _____

SOLAS Manager

_____ Date: _____

Regional Director

_____ Date: _____

Assistant Director General

_____ Date: _____

Board Approval/Director General

Date issued to STP: _____

Date signed contract returned: _____



SOLAS

An tSeirbhís Oideachais Leanúnaigh agus Scileanna
Further Education and Training Authority

Annual Training Monitoring Schedule

COMMUNITY TRAINING PROGRAMMES

ANNUAL TRAINING MONITORING SCHEDULE

Project Name	January		February		March			April									
	4-Jan	11-Jan	18-Jan	25-Jan	1-Feb	8-Feb	15-Feb	22-Feb	1-Mar	8-Mar	15-Mar	22-Mar	29-Mar	5-Apr	12-Apr	19-Apr	26-Apr

Project Name	May			June			July			August							
	3-May	10-May	17-May	24-May	31-May	7-Jun	14-Jun	21-Jun	28-Jun	5-Jul	12-Jul	19-Jul	26-Jul	2-Aug	9-Aug	16-Aug	23-Aug

Project Name	September			October			November			December							
	30-Aug	6-Sep	13-Sep	20-Sep	27-Sep	4-Oct	11-Oct	18-Oct	25-Oct	1-Nov	8-Nov	15-Nov	22-Nov	29-Nov	6-Dec	13-Dec	20-Dec

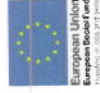
Training Monitoring Report

(Community Based Training Programmes)

Programme Type: CTC <input type="checkbox"/> LTI <input type="checkbox"/> STP <input type="checkbox"/>		Project/Course Code
Second Provider Name :		
Title of Course/Project		
Contract Start Date:	Contract Finish Date :	
Date of Monitoring Visit	Name of Monitor	

SOLAS Quality Assurance Policies

1. Communications
2. Equality
3. Staff Recruitment and Development
4. Access, Transfer and Progression
5. Programme Development, Delivery and Review
6. Fair and Consistent Assessment of Learners
7. Protection for Learners
8. Procuring Programme Delivery through the Utilisation of Second Providers
9. Monitoring
10. Evaluation of Programmes and Services



Investing in your Future



QA Policy Number	No	Question	YES / NO ✓	Action	Comments / Evidence
		Have improvement actions, highlighted since previous Training Monitoring visit, been implemented?	Yes	No further action required	
			No	Follow up with Second Provider	
SECTION 1 - ADMINISTRATION					
5, 8 & 9	1.1	Is there a completed Application Form on the project file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
5, 8 & 9	1.2	Is the Application Outcome correspondence on the project file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
5	1.3	Is there a Health & Safety Statement available for the project?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
2	1.4	Is there a copy of the Second Provider's Equality Policy Statement on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1	1.5	Are minutes / records of meetings between second providers and or project personnel retained on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	

SECTION 2 - LEARNERS

5	2.1	Are learner records of attendance retained on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1, 4 & 6	2.2	Is there an up to date Learner Training Induction Checklist for each learner on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	

QA Policy Number	No	Question	YES / NO ✓	Action	Comments / Evidence
4 & 5	2.3	Is there an individual learner plan for each learner where applicable?	Yes	No further action required	
4 & 5	2.4	Are individual learner plans reviewed and all documentation retained on file, as per ILP guidelines for the programme, where applicable?	No	Follow up with Second Provider in writing	
1 & 5	2.5	What were the main points raised in discussions with learners relating to their experience of training?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
Main Points					
SECTION 3 – EXTERNAL TRAINERS					
5 & 8	3.1	Is there a completed external trainer checklist for external trainers involved in the delivery of training on file?	Yes	No further action required	
5 & 8	3.2	Are there signed statement of arrangements between the second provider and the external trainers used, on file?	No	Follow up with Second Provider in writing	
1 & 5	3.3	Are there external trainer feedback reports for external trainers involved in the delivery of training on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	

QA Policy Number	No	Question	YES / NO ✓	Action	Comments / Evidence
SECTION 4 – PROJECT PERSONNEL					
3	4.1	Is there a personnel file for all second provider staff including temporary staff responsible for the delivery of training to learners that contain the following; Job Description, CV and Training Record?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
3	4.2	Has all training undertaken by second provider personnel including temporary staff, responsible for the delivery of training and related services to learners recorded?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
3	4.3	Has feedback on training attended by second provider personnel including temporary staff recorded?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
3	4.4	Are contracts of employment in place for all second provider personnel responsible for the delivery of training and related services to learners?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1, 3,4, 5, 6 & 8	4.5	Are both learners and personnel records stored securely with access restricted to project supervisory personnel?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
5	4.6	Is there a plan in place to cover planned and unplanned/unexpected absence of second provider project personnel?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
5	4.7	Has the plan been activated to deal with unexpected absences?	Yes	Please comment if the plan proved effective	
			No	No further action required	

QA Policy Number	No	Question	YES / NO ✓	Action	Comments / Evidence
SECTION 5 – FEEDBACK DOCUMENTATION					
5 & 9	5.1	Are monitoring visit follow up letters on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
5 & 7	5.2	Are Second Provider notifications to SOLAS Community Training regarding implementation of corrective, preventative and improvement actions retained on file where applicable?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1, 2, 4, 5, 9 & 10	5.3	Has the Training Review Report been completed and forwarded to SOLAS Community Training by the Second Provider at the agreed intervals?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1, 5, 6, & 8	5.4	Has feedback from learner sample been retained on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1, 5, 6, & 8	5.5	Has feedback from trainer sample been retained on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	

SECTION 6 – PROGRAMME CONTENT

4, 5, 6 & 8	6.1	Are National Training Programme Specifications for each QQI major award being pursued by learners on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
4, 5, 6 & 8	6.2	Is there an up to date Local Training Specification on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	

QA Policy Number	No	Question	YES / NO ✓	Action	Comments / Evidence
SECTION 7 - ASSESSMENT					
1, 4 & 6	7.1	Are requests by learners for assessment support (reasonable accommodation) and outcome decision retained on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
5 & 6	7.2	Are there up to date assessment event notifications/requests for test packs on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
5 & 6	7.3	Are up to date copies of provisional assessment results retained on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1, 5 & 6	7.4	Are copies of notification of provisional assessment results to learners retained on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1, 5 & 6	7.5	Are copies of assessment supervisor / assessors reports on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
6	7.6	Are assessment results issued to SOLAS consistent with assessment data/records where applicable?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
1, 2, 4 & 6	7.7	Are copies of learner requests for recheck/ review and/or appeal and the outcomes, retained on both learner and assessment file where applicable?	Yes	No further action required	
			No	Follow up with Second Provider in writing	
6	7.8	Are there copies of all requests for certification on file?	Yes	No further action required	
			No	Follow up with Second Provider in writing	

Name/s and title/s of second provider representatives met: _____

Name/s of project representatives met: _____

SOLAS Officer: _____

Date/s of monitoring visit: _____

Summary Comments, corrective actions, and or recommendations:

Signed: _____ Date: _____

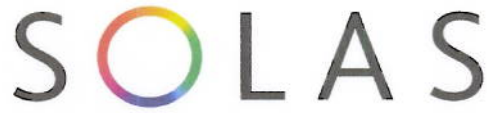
Coordinator / Manager

Signed: _____ Date: _____

SOLAS Officer

Signed: _____ Date: _____

SOLAS Manager



An tSeirbhís Oideachais Leanúnaigh agus Scileanna
Further Education and Training Authority

Training Review Report from Second Provider

All sections of this report must be completed

Second Provider name:	
Programme Title:	
Programme Type:	
Programme Location:	
Programme Start Date:	
Current contract completion date:	



Table of Contents

Introduction	2
Analysis of Feedback Data	4 - 5
Feedback Data Summary	6

Introduction

SOLAS Community Training provided, organised and/or procured training programmes must be reviewed in line with SOLAS Training Standards System to assess their continued relevance to the needs of learners and the labour market.

Programmes are reviewed at specific interval and data is used to inform the process of continuous improvement. Recommendations for improvement, recorded in the report, are made to facilitate the continuous improvement of training and related services provided to learners.

Programme reviews consist of an analysis of feedback data, which shall include as a minimum, feedback from learners, programme training personnel, trainers and other relevant stakeholders.

Analysis of feedback obtained from the various stakeholders should focus on the following areas:

- Training design and content
- Training delivery
- Assessment of learning outcomes
- Related training services and resources
- Attainment of training objectives
- Suggested improvements derived from learner, trainer/second provider personnel and stakeholder/second provider feedback

Analysis of Learner Feedback Data

Source	Key Points
Q.1. With regard to learners training objectives, what areas for improvement have been highlighted?	
Q.2. With regard to the application of the training/learning, what areas for improvement have been highlighted from learner feedback?	
Q.3 With regard to training delivery, what areas for improvement have been highlighted from learner feedback?	
Q.4 With regard to training supports and related services, what areas for improvement have been highlighted from learner feedback?	
Q.5 With regard to the course/module outcomes, what areas for improvement have been highlighted from learner feedback?	
Q.6 What areas for improvement have been highlighted with regard to obtaining learner feedback?	

Analysis of Trainer Feedback Data

Source	Key Points
Q.1 What areas for improvement have been highlighted, with regard to training design and content, in trainer feedback?	
Q.2 What areas for improvement have been highlighted, with regard to training delivery, in trainer feedback?	
Q.3 What areas for improvement have been highlighted, with regard to assessment of learning outcomes process, in trainer feedback?	
Q.4 What areas for improvement have been highlighted, with regard to premises, related training services and resources, in trainer feedback?	
Q.5 What areas for improvement have been highlighted, with regard to attainment of training objectives, in trainer feedback?	
Q.6 What areas for improvement have been highlighted with regard to obtaining trainer feedback?	

Analysis of Stakeholder Feedback Data

Source	Key Points
Q.1 What areas for improvement have been highlighted, with regard to training design and content, in feedback from key stakeholders?	
Q.2 What areas for improvement have been highlighted, with regard to related training services and resources, in feedback from key stakeholders?	
Q.3 What areas for improvement have been highlighted, with regard to the learner application of the training, in feedback from key stakeholders?	
Q.4 What areas for improvement have been highlighted with regard to the training, in feedback from key stakeholders?	
Q.5 What other areas for improvement have been highlighted, in feedback for key stakeholders?	

Feedback Data Summary

<u>What worked well?</u> (e.g. summary of feedback received from all parties to demonstrate programme's effectiveness)	
<u>What could be improved?</u>	
<u>Recommendations:</u>	

Signed _____
Coordinator/Manager

Date _____

Signed _____
Second Provider Chairperson

Date _____

SPECIALIST TRAINING PROGRAMME VISIT REPORT FORM

Training Centre _____

Date of Visit: _____

Number of approved learners Number of learners present

AREAS MONITORED

Meeting with STP Manager	<input type="checkbox"/>	Individual Personal Plan	<input type="checkbox"/>
Meeting with Instructors	<input type="checkbox"/>	Flow Chart and Progression	<input type="checkbox"/>
Meet Learners	<input type="checkbox"/>	Attendance Records	<input type="checkbox"/>
Training Programme Specification	<input type="checkbox"/>	Invoice Query/Monthly Claim Forms	<input type="checkbox"/>
Training Records, Weekly/Monthly	<input type="checkbox"/>	Learner Registration	<input type="checkbox"/>
Course Duration	<input type="checkbox"/>	Work Experience	<input type="checkbox"/>

Comment:

Follow up letter required Yes No

Signed: _____ **Date:** _____
SOLAS Officer

NAME OF PROVIDER
LOCATION
LOCATION CODE (SOLAS USE ONLY)
WEEK ENDING

SPECIALIST TRAINING PROVIDERS MONTHLY CLAIM FORM

LEARNER NAME	PPS NO	BASIC ALLOW €	TRAINING BONUS €	ACCOMMODATION €	J9 €	MEALS €	COURSE TYPE *	COURSE TITLE	FULL TIME PART TIME	TRAINING FEE	START DATE	FINISH DATE																																																										
PAGE TOTALS																																																																						
** OVER ALL TOTAL																																																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="6" style="text-align: center;">FOR Completion by STP</td> <td colspan="3" style="text-align: center;">FOR Completion by STP</td> <td colspan="4" style="text-align: center;">13</td> </tr> <tr> <td colspan="6" style="text-align: center;">NO. OF LEARNERS</td> <td colspan="3" style="text-align: center;">Full Time</td> <td colspan="4" style="text-align: center;">Part Time</td> <td colspan="2" style="text-align: center;">TOTAL</td> </tr> <tr> <td colspan="6" style="text-align: center;">PER CAPITA FEE €</td> <td colspan="3" style="text-align: center;"> </td> <td colspan="4" style="text-align: center;"> </td> <td colspan="2" style="text-align: center;"> </td> </tr> <tr> <td colspan="6" style="text-align: center;">TOTAL TRAINER FEE €</td> <td colspan="3" style="text-align: center;"> </td> <td colspan="4" style="text-align: center;"> </td> <td colspan="2" style="text-align: center;"> </td> </tr> </table>													FOR Completion by STP						FOR Completion by STP			13				NO. OF LEARNERS						Full Time			Part Time				TOTAL		PER CAPITA FEE €															TOTAL TRAINER FEE €														
FOR Completion by STP						FOR Completion by STP			13																																																													
NO. OF LEARNERS						Full Time			Part Time				TOTAL																																																									
PER CAPITA FEE €																																																																						
TOTAL TRAINER FEE €																																																																						

We certify that the information supplied on this claim form is correct and that the trainees listed on the form can be verified by the attendance records available at the Centre.

TRAINING PROVIDERS SIGNATURE: _____

DATE: _____

APPROVED BY SOLAS: _____

FOR Completion by STP	
COURSE TYPE*	NUMBER OF LEARNERS
EB	
BL	
IC	
TOTAL	

* EB = Employer Based BL = Blended Learning IC = In Centre
 ** IF CLAIM EXCEEDS MORE THAN 1 (ONE) PAGE, COMPLETE OVERALL TOTALS ONLY ON LAST PAGE

Month _____
 Invoice No _____

Provider Name _____
 Address _____
 Location Code _____

Week Ending	Basic Allowance €	Training Bonus €	J9 PRSI €	Accommodation €	Meal Allowance	Learner Allowances €	Training Fee €	Adjustments (report attached) €	Invoice Total €
Totals									

Submitted by: _____ Date: _____

STP Manager

For Community Training only

Participants Allowance A/C 80000	Trainer Fee A/C 84200	Meals/Accommodation A/C 80100	Total Claim
€ _____	€ _____	€ _____	€ _____

I have verified all of the above and I recommend this claim for payment

Recommended: _____ Date: _____

SOLAS Officer

Approved: _____ Date: _____

SOLAS Manager

Approved: _____ Date: _____

(if required) Area Director

For Finance & Administration Use Only

Vendor No _____ Document No: _____ Approved by: _____ Date: _____

Processed by _____



SPECIALIST TRAINING PROGRAMME – WEEKLY ATTENDANCE SHEET

Centre: _____ Programme Name & Code: _____

Weekending: _____

Learner Name	Mon Hours	Tue Hours	Wed Hours	Thurs Hours	Fri Hours	Total Hours	Total Allowance Paid	Learner Signature	Summary					
									AL	CSL	USL	A		

Instructor Signature: _____ Date: _____
 I confirm that this is a true and accurate attendance record for dates stated above and that relevant certificates are attached where necessary.

NB: Please comment on attendance if required e.g. if a learner is absent without contact.

Codes
 Present Complete Attendance Hours BH Bank Holiday
 CSL Certified Sick Leave WE Work Experience
 USL Uncertified Sick Leave AL Annual Leave



Investing in your Future



SPECIALIST TRAINING PROGRAMME

PAYMENT GUIDELINES	YES	NO
<ul style="list-style-type: none"> ➤ Ensure all learners are recorded on the TAPS printout ➤ Check number of learners ➤ Check learners with payments in excess of standard rate ➤ Check learners not receiving training bonus ➤ Ensure there are no travel payments ➤ Ensure totals are correct ➤ Check totals against summary sheets ➤ Check per capita payment (number of full time and part time learners) ➤ Check attendance record ➤ Ensure deductions are made in training bonus for non attendance ➤ Ensure deductions are made to training allowance for absent learners on Disability Benefit and Invalidity Pension ➤ Check in-company time sheet for learners on work experience/in-company training ➤ In-company time sheet 		

SPECIALIST TRAINING PROGRAMME PAYMENT APPROVAL SHEET

Provider: _____

Claim Period: _____ (Month)

Participants Allowance Designated Code _____ S/80000	Trainer Fee Designated Code _____ S/84200	Meals/ Accommodation Code _____ S/80100	Total Claim

I have verified all of the above and I recommend this claim to be processed.

Recommended: _____ Date: _____
SOLAS Officer

Approved: _____ Date: _____
SOLAS Manager
Community Training

Approved: _____ Date: _____
(if required) Area Director
Community Training

Business Plan and Budget Bid 201_
(Insert Name)
Specialist Training Provider (STP)

Location:

Signed:

STP Manager

Date: _____

STP Director

Date: _____

Recommended:

SOLAS Officer

Date: _____

Approved:

SOLAS Manager

Date: _____



Specialist Training Provider Staff Details

Name	Position	Subject matter area (for trainers)	Hours per week

STP Key Outcomes 201_

Core Process 1: Utilisation - Maximum utilisation of resources					
Objective	Outcome required	Action required by STP	Timeline	Progress Review @ _____	Comments
1.1 Recruit all learners to STPs in line with approved SOLAS protocols	100% learners recruited in line with SOLAS protocols			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	
1.2. Utilize available resources fully at all times to meet agreed individual learner needs	Attendance policies updated and implemented by April 201_			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	

Core Process 2: Relevance - Provision of quality assured training relevant to labour market needs					
Objective	Outcome required	Action required by STP	Timeline	Progress Review @ _____	Comments
<p>2.1 Review all programmes to ensure relevance of content, structure and delivery system(s) by identifying:</p> <ul style="list-style-type: none"> - major awards at appropriate levels relevant to local employment/self employment and further education/ training opportunities - new vocational modules to be implemented in 201_ - existing vocational modules to be altered/discontinued - Satellite/Outreach options - appropriate operational/strategic Training Partnerships - Optimum geographical locations 	<p>Training is linked to employment and further training opportunities based on:</p> <ul style="list-style-type: none"> - Local Labour Market opportunities analysis - Local Further Education/Training opportunities analysis - Revised Training Structure, Delivery System to optimise learning options - Employer Linkage Plan - Linkages with DSP. <p>Major awards at Levels 3, 4 and 5 offered in areas relevant to the labour market.</p>			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	

Core Process 2: Relevance - Provision of quality assured training relevant to labour market needs					
Objective	Outcome required	Action required by STP	Timeline	Progress Review @ _____	Comments
2.2 Offer a range of major awards at a variety of levels on the NFQ to provide individualised training relevant to the labour market	100% of SOLAS – funded courses offer major awards Each learner is pursuing an identified QQI Major Award related to his/her			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	
2.3 Maintain skills/competence of STP management and staff to deliver relevant training	Staff/Management Development Plan to include: <ul style="list-style-type: none"> - modularisation current vocational training areas - future vocational training areas - designated key worker system training e.g. Integrated Literacy Implementation - briefing, updating skills, new skills development - centre training plan maximising training options for clients through cross training - Optimum utilization of training skills and resources in centres 			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	

	to implement individualised training relevant to the labour market with learners				
2.4 Implement Training Standards System for all SOLAS funded programmes in all STPs	Full implementation of TSS on ongoing basis			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	

Core Process 3: Progression – Support learners to achieve planned progression outcomes					
Objective	Outcome required	Action required by STP	Timeline	Progress Review @	Comments
<p>3.1 Training Supports Identification</p> <p>In respect of each learner, as part of Induction process involving skills sampling, identify within 3 months of training commencement:</p> <ul style="list-style-type: none"> - Career Aptitudes & Interests - Literacy & Numeracy needs - Disability specific supports related to training 	<p>Progression Plan identifying career path prepared with each learner</p> <p>Literacy & Numeracy Action Plan</p> <ul style="list-style-type: none"> - Individual Literacy Support Action Plan implemented for each learner - Group Literacy Support Action Plan implemented - Integrated Literacy Support Action Plan implemented in each training programme <p>Disability specific supports Action Plan implemented for each learner</p>			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	
<p>3.2 Individual Training Plan (ITP) be developed and maintained on an ongoing basis for each learner including personal, social, employability, vocational skills development goals and training planned</p>	<p>Key worker identified for each learner.</p> <p>100% learners have ITPs in place:</p> <ul style="list-style-type: none"> - Major Awards selected - Mandatory Modules & Levels identified & scheduled - Training Approach agreed 			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	

Core Process 3: Progression – Support learners to achieve planned progression outcomes

Objective	Outcome required	Action required by STP	Timeline	Progress Review @ _____	Comments
Balance of Training & WE/P/EBT* - min 4 days in direct training per week at Level 3 - minimum 3 days in direct training per week at Level 4 - minimum 2 days in direct training per week at Level 5	<ul style="list-style-type: none"> - Duration of Training identified - training methods - training locations - training partnerships - Progress recorded on monthly basis - Training plan modified as necessary 			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	
3.3 CT/EBT/Blended Learning Balance of Training & WE/P/EBT* - min 4 days in direct training per week at Level 3 - minimum 3 days in direct training per week at Level 4 - minimum 2 days in direct training per week at Level 5	Monthly Work Experience Report Employer Feedback via TPS for Employer Based Training				
<p>*Note: The time allocation for work experience/ placement/ employer-based training can be offered on a weekly or block period basis depending on the individual learner's needs.</p>					

<p>3.4 Develop Individual Progression Plans (IPPs) for all learners identifying:</p> <p>1) further education/training/IAP and/ or employment options to pursue on exit from STP and</p> <p>2) Transition Support Required</p>	<p>100% learners have Individual Progression Plan in place to be updated on monthly basis to include:</p> <ul style="list-style-type: none"> - achievements: personal & work related employment/self-employment/ further education & training objectives identified - staged path toward objectives mapped - transition planning <p>Transition Support Plan (TSP) to be developed for each learner 3 months prior to leaving STP including:</p> <ul style="list-style-type: none"> - referrals to other agencies - support arrangements agreed with learner and with education/training agency or employer - Supported Employment as appropriate - TSP signed by learner <p>Learners to be tracked for minimum of 6 months following completion of STP training</p>		<p><input type="checkbox"/> Objective Met</p> <p><input type="checkbox"/> Objective Partially Met</p> <p><input type="checkbox"/> Objective Not Met</p>
---	--	--	---

Core Process 3: Progression – Support learners to achieve planned progression outcomes

Objective	Outcome required	Action required by STP	Timeline	Progress Review @ _____	Comments
3.5 Progress a minimum of 75 % learners from their starting point to achieve a FETAC major award a level above their vocational starting point as quickly as possible as agreed in ITP.	75% of learners achieve major awards a level above their vocational starting point			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	
3.6 Support learners to achieve a minimum of 4 minor awards per year linked to a Major Award.	100% learners achieve a minimum of 4 minor awards per year			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	
3.7 Support learners to achieve successful outcomes from training programmes	IST: Achieve agreed targets for placement in employment and progression to further education/training. Learners are briefed on further education and training options available a minimum of 3 months prior to the end of their IST training as part of programme planning SST: Achieve agreed targets for placement in employment and progression to further education/training. Learners are briefed on further education and training options available a minimum of 3 months prior to the end of their IST training as part of programme planning			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	

Core Process 4: Reporting - Provide record of achievement through regular reporting

Objective	Outcome required	Action required by STP	Timeline	Progress Review @ _____	Comments
4.1 Review progress against key business objectives on a regular basis	Quarterly review of progress with SOLAS			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	
4.2 Embed the SOLAS statistical reporting system in STPs	Monthly statistical information forwarded to SOLAS			<input type="checkbox"/> Objective Met <input type="checkbox"/> Objective Partially Met <input type="checkbox"/> Objective Not Met	

Proposed courses 201_

Please attach Training Specification for each course

Course Title	Course Type (i.e. IST or SST*)	Delivery method (i.e. CBT, EBT or BL**)	Duration (weeks)	Code	Award Title	Major and Minor	Number of trainees per course	Learner Profile

* IST = Introductory Skills Training; SST = Specific Skills Training
 ** CBT = Centre-based Training; EBT = Employer-based Training; BL = Blended Learning

Proposed Activity 201_ – Introductory Skills Training (IST)

Please enter targeted number of learners per month against each course

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Proposed Activity 201_ – Specific Skills Training (SST)

Please enter targeted number of learners per month against each course

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												

Course Title:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Number in training												
Estimated new entrants												
Estimated leavers												