



# PACI

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## PACI TRAINING CONTRACT OVERVIEW – 2009/10

### **This document is for instructors only**

*What is the PACI training contract?*

The PACI training contract is a legally binding agreement that allows a trainer to undertake training that leads to a nationally recognised qualification on behalf of a Registered Training Organisation (RTO). The training contract acts as a 'filter' to ensure that only trainers with a genuine intent to provide consistent achievement of best practice will gain access to training packages, accredited curriculum and qualifications. This contract will automatically terminate upon expiration of your membership with PACI.

*Why do I have to sign a training contract?*

If you are not an RTO, you cannot issue nationally recognised qualifications. By working with an RTO, you can do all the training and assessment, and the RTO will issue the qualification on your behalf. In effect, the RTO will take all the risks and assume that you have done your job correctly. The training contract is designed to ensure that trainers provide quality training and consistently achieve student/client objectives.

*What is an RTO?*

An RTO (Registered Training Organisation) is an organisation that has demonstrated to the State Training Authority that it has the capacity to deliver training and assessment in accordance with the requirements of the Australian Quality Training Framework. Only an RTO can issue qualifications (or a trainer acting in partnership with an RTO).

*How do I complete this training contract?*

Carefully read this contract, initial each paragraph of the contract and sign and date the declaration. Make a photocopy for your records and submit the original to PACI head office.

# CONTRACT TO CONDUCT TRAINING AND ACCESS QUALIFICATIONS THROUGH PACI.

1 April 2009 to 31 March 2010 period

Please make of copy of this contract for your own records

Commencement date = Upon receipt and approval by PACI head office  
This training contract supersedes any other training contract held with PACI.  
Termination date = 31<sup>st</sup> March 2010 unless revoked or cancelled by PACI

I, \_\_\_\_\_ (name of instructor) hereby acknowledge that I have read this contract and thoroughly informed myself of the requirements to deliver training and assessment that leads to a nationally recognised qualification.

**In particular, I acknowledge that:** (initial each paragraph)

- \_\_\_ 1. I am a current instructor member of the Professional Association of Climbing Instructors Pty Ltd (hereinafter referred to as PACI). I acknowledge and agree that I must maintain a current membership in 'active' status with PACI in order to offer PACI sanctioned training. I acknowledge that this contract will automatically terminate upon expiration of my membership with PACI.
- \_\_\_ 2. I have genuine intent with regard to providing the best possible training environment and training outcomes for my students. I will exhaust every possible approach to achieve quality and best practice in the delivery of my instructional activities in order to satisfy student and industry needs.
- \_\_\_ 3. I will become familiar with and comply with the following standards within the Australian Quality Training Framework (AQTF) 2007 whenever I am offering nationally recognised training that leads to a qualification or statement of attainment:

Standard 1      *The Registered Training Organisation provides quality training and assessment across all of its operations.*

Standard 2      *The Registered Training Organisation adheres to principles of access and equity and maximises outcomes for its clients.*

Standard 3      *Management systems are responsive to the needs of clients, staff and stakeholders, and the environment in which the Registered Training Organisation operates.*

I acknowledge and understand that it is my responsibility as a trainer/assessor to remain up to date with changes to the AQTF and DEEWR policies on training and assessment practices. (DEEWR website: [www.deewr.gov.au](http://www.deewr.gov.au)). Note: ANTA no longer exists – it has been superseded by DEEWR as of the Labor/Rudd Government.

- \_\_\_ 4. I will carefully explain the performance criteria and/or learning outcomes by which my students will be judged against. I will explain the complete course training plan and give an overview of how the training will be scheduled including the expected finish date and time. I will explain what students can expect to receive from their trainers including the issuing of log-books (skills passports), statement of attainment's and qualifications.
- \_\_\_ 5. I will conduct a risk assessment before attempting any training activities involving exposure to height. I realise and understand that State/Territory OH&S legislation specifically requires a person to assess and document the hazards and associated risks whenever it is possible to fall 2.0m (eg QLD, NSW, ACT, VIC) or less in some other States (such as WA). I acknowledge that PACI demands best practice from its members and that risk assessments are regarded as an excellent tool to identify what could go wrong and then to formulate detailed plans to avoid mishap and ensure quality outcomes. I realise that if my tasks/activities at height involve the same repetitive routine in the same environment, it is possible to develop a single generic risk assessment for that particular task/activity. I further realise and accept that if any parameters of the task/activity were to change, then a new risk assessment is required to be carried out and documented. I will ensure that my risk assessments indicate a current version number and creation date. I further acknowledge and accept that if I do not comply with the requirements of this clause I will be exposed to severe statutory penalties including fines and/or jail sentence, expulsion from PACI and the cancellation of my insurance.

- \_\_\_ 6. I will explain the student grievance procedure in the event of disagreements with my training staff. I will not discriminate on the basis of gender, race or creed and will ensure that assessment is fair, consistent, reliable and referenced against industry and PACI established performance criteria.
- \_\_\_ 7. I realise and accept that there may be other trainers/organisations providing similar training in my area. I will not wrongfully discredit those trainers/organisations in order to gain a competitive or political advantage at their expense. I acknowledge that such actions will only cause harm to the industry in the long term and could result in defamation action against me.
- \_\_\_ 8. I will utilise natural cliff sites within their capacity to sustain natural processes while maintaining the life support systems of nature. I will ensure that the benefit of use by those persons under my charge does not diminish the potential to meet the needs and aspirations of future generations. I will familiarise myself with and observe the policies and objectives of land management authorities that may have jurisdiction over my training sites.
- \_\_\_ 9. I understand and acknowledge that PACI will be issuing nationally recognised qualifications on my behalf on the basis that I make every reasonable effort to provide training that equips students with the knowledge and skills necessary to operate safely and/or seek employment. I will make every effort to conduct training and assessment that is fair, valid, reliable and consistently achieves its stated outcomes.
- \_\_\_ 10. I will not deviate from the requirements of the endorsed curriculum and/or competency standards that I am using to provide training. I acknowledge and accept that it is my responsibility to remain up-to-date with, and implement any changes and/or amendments to curriculum documents and/or competency standards that I may be using to deliver training.
- \_\_\_ 11. I understand and accept that the nationally endorsed TAA (Training And Assessment) training package competency standards represent the benchmark for instructional skills by which I will be measured against. I will make every reasonable effort to achieve competency against the workplace trainer standards through an on-going program of self-assessment, personal study and if necessary, enrolment in training. **Note:** Although the BSZ40198 Certificate IV qualification has been superseded by the TAA training package, it is still recognised.
- \_\_\_ 12. I understand and accept that I have an obligation and a duty of care to provide student equipment resources that meet international and/or Australian Standards for safety. If I fail to meet that obligation, my students could be placed in considerable danger and I may be held legally liable in the event of student injury. I acknowledge that in some instances, the curriculum and learning strategy may limit student access to equipment in order to simulate a real situation.
- \_\_\_ 13. I will accurately and legibly complete an Assessment Verification form (hereinafter referred to as AV) for each student that has achieved competency immediately upon completion of training. I will submit the AV form to PACI head office within five (5) days of completion of training. This leaves PACI sixteen (16) days to comply with our internal quality assurance policy under the AQTF.  
**NOTE: Most states specify that an RTO must issue a qualification within a reasonable time-frame of course completion. PACI has set a turnaround time of 21 days in which to issue qualifications.**
- \_\_\_ 14. I acknowledge and agree that if I am holding myself out as being a current PACI Instructor and/or using any PACI originated materials as an inducement to recruit and train students, I must submit an AV Form. I also accept that the promise of a nationally recognised qualification issued through PACI also constitutes an inducement to recruit students and therefore an AV form must be submitted.
- \_\_\_ 15. I understand and accept that PACI will use the AV to generate a Statement of Attainment. The details submitted on the AV form will appear on the Statement of Attainment. I understand that it is fraudulent to submit an AV for a particular type of training knowing that the Statement of Attainment issued will not fairly represent the content and scope of training that actually took place.
- \_\_\_ 16. I will provide a completed quality assurance (QA) feedback form (ie questionnaire) with each AV form I submit. I understand that each student on a course of instruction must complete their own individual QA form so that PACI can monitor my performance and adherence to procedures. I understand and accept that my AV forms will not be processed unless I also provide individually completed QA forms from each student. Verified violations or deviations from PACI and accepted industry practices may result in my membership and hence contract with PACI being suspended. I understand and accept that any verified violations may be reported to other industry organisations for their records.

- \_\_\_ 17. I acknowledge that I will be providing training that leads to a nationally recognised qualification level. I realise and accept that it is my responsibility to ensure that students reach the required level of competency in accordance with the curriculum document and the particular qualification level as specified under the Australian Qualifications Framework (AQF).
- \_\_\_ 18. I will maintain student training records for a period of thirty (30) years in accordance with AQTF standards. I understand that it is a requirement under the AQTF that student records be continuously maintained for the aforementioned period. If I permanently cease my professional and/or training activities, I must surrender my student records to PACI or if required, to a designated State Training Authority. I acknowledge that at any time, I may be audited either by PACI or a State Training Authority for compliance with AQTF standards in relation to maintaining student training records. Non compliance can lead to severe penalties.
- \_\_\_ 19. I acknowledge that only current members of PACI are authorised to use PACI training materials for the sole purpose of accrediting students and/or staff who are enrolled in PACI sanctioned courses and training programs. Authorisation to use training materials extends to documents sourced from restricted sites on the PACI website. I agree that PACI shall be acknowledged as the creator and copyright holder of the source training material in all dealings with all external entities. PACI training materials shall not be used to generate profit for any purpose other than the training of students and/or staff within or external to the organisation. I acknowledge that appropriate measures must be taken to prevent unauthorised access to PACI source training materials and confidential web URL's.
- \_\_\_ 20. I further acknowledge and agree that if I breach any of the terms and conditions stated in this contract, permission to continue delivering training will be withdrawn and my membership with PACI may be suspended.
- \_\_\_ 21. I further acknowledge and agree that I will not receive any compensation whatsoever for financial loss or any other loss that may be caused by the termination of this contract.
- \_\_\_ 22. I further state that I am of lawful age and legally competent to sign this contract. I understand that the terms herein are contractual and not a mere recital; and that I have signed this contract of my own free act.
- \_\_\_ 23. I understand that nothing in this contract is intended to limit or exclude provisions in the Trade Practices Act and that I still have the benefit of certain rights provided by the said Act which cannot be waived.
- \_\_\_ 24. I further acknowledge that this contract may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.

#### **TRAINER DECLARATION**

*I declare that I have the capacity to conduct training and assessment in accordance with this contract that consistently meets the requirements established by the Australian Quality Training Framework (AQTF) and PACI Pty Ltd. I accept and hereby agree to abide by the terms and conditions of this contract in their entirety.*

Trainer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of witness \_\_\_\_\_ Date: \_\_\_\_\_

Full name of witness \_\_\_\_\_  
(print)