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## 2022/23 PACI TRAINING CONTRACT CONTRACT OVERVIEW

**This document is intended 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 Australian Skills Quality Authority (ASQA) that it has the capacity to deliver training and assessment in accordance with the requirements of the National 2015 standards for RTO's. Only an RTO can issue formal qualifications.

*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.

*Ignorance of the Law is no excuse*

As a trainer/assessor working with an RTO, certain laws apply at all times. These laws are made by the Commonwealth and by the various States/Territories. You have a duty to be aware of these laws so that you are operating within the law. Courts have held that ignorance of law is not an acceptable excuse. Examples of laws include; WHS Act and Regulation, Privacy Act, and the National Vocational Education and Training Regulator Act.

# CONTRACT TO CONDUCT TRAINING AND ACCESS QUALIFICATIONS THROUGH PACI.

01 April 2022 to 31 March 2023 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 = at midnight on 31<sup>st</sup> March 2023 unless revoked or cancelled by PACI

I,  (full 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 my membership contract in 'current' 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 intend to deliver training and assessment up to (but not exceeding) the level of Guide (leader). I acknowledge that during training, I will provide opportunities for students to develop practical skills in a context that is realistic and relevant. I understand and acknowledge that assessment is a separate and distinct process compared to training. I further acknowledge that assessment is carried out at the end of a period of training and is intended to determine if students have achieved competency.
3.  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.
4.  I will become familiar with and comply with the current Standards for RTO's whenever I am offering nationally recognised training that leads to a qualification or statement of attainment. I understand that it is my responsibility to download the standards and review them.

The current standards for RTO's can be accessed (for free) via the following website:

Link: [www.asqa.gov.au](http://www.asqa.gov.au)

Online version of the standards for RTOs here: <https://www.asqa.gov.au/standards>

I acknowledge and understand that it is my responsibility as a trainer/assessor to remain up to date with changes to the RTO standards and ASQA policies on training and assessment practices.

5.  I will carefully explain the performance criteria and/or learning outcomes by which my students will be assessed against. I will explain the complete course training and assessment plan and give an overview of how assessment will be conducted including the expected finish date and time. I will explain what students can expect to receive from their trainers including the process for the issuing of Statements of Attainment.
6.  I will prepare a **hazard ID and risk assessment** before attempting any training activities involving risk of falls from height. I realise and understand that State/Territory WHS legislation specifically requires a person to assess and document the hazards and associated risks whenever it is possible to fall any distance *from one level to another*. 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 realistic 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 substantially 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.

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7.  I will collect **AVETMISS** data from each and every student who undertakes training and assessment that leads to a nationally recognised Statement of Attainment and/or qualification. I understand and agree that all AVETMISS data must be submitted in the PACI approved electronic format which conforms to the current NVCE standards (currently VER 8.0). I understand and agree that all data fields in the questionnaire must be accurately completed – which also includes language identifier, country of birth and disability status. I understand that the collection of AVETMISS data is a Federal Government requirement and that there are penalties for non-compliance. All AVETMISS questionnaires will be forwarded to PACI Pty Ltd (the RTO I am associated with). I will submit my collected AVETMISS data to PACI within the earliest possible time-frame. I will not withhold any AVETMISS data. I further acknowledge and accept that all student AVETMISS data collected as part of a PACI accredited course remains the final property of PACI. All costs associated with the collection of AVETMISS data and the submission of that data to PACI is understood to be at my own expense. I understand and agree that only under *exceptional* circumstances will traditional handwritten paper format be accepted (with prior approval). If circumstances prevent me from submitting AVETMISS data in electronic format, I will notify PACI and request permission for handwritten format. Handwritten paper format must be clearly and legibly completed in permanent ink in CAPITAL letters.
8.  I understand and accept that if I fail to provide valid AVETMISS data for each and every student, this could cause considerable delays in PACI (ie RTO) processing. If PACI is unable to upload its annual AVETMISS data to NVCE, this would constitute a breach of its RTO obligations and trigger an investigation and potential legal action. I agree to reimburse any legal costs or RTO fines imposed by ASQA that are directly caused by my failure to supply true and accurate student AVETMISS data.
9.  I understand and agree to ensure that each student will have obtained a valid **USI** (Unique Student Identifier) before final assessment takes place. I accept that if I fail to provide a USI code for a particular student, PACI will not issue any qualifications (ie Statements of Attainment) for that student. Only those students who have been issued a valid USI code will be able to receive a qualification. I understand and accept that the assignment of USI codes is a Federal Government requirement.
10.  I understand that Australian privacy principles apply to all *personal information* collected. I will comply with the Privacy Act 1988 when dealing with *personal information* collected from students. I will comply with the 13 Australian Privacy Principles (APP's) at all times. I understand and acknowledge that there are severe penalties for breaching the requirements of the Privacy Act 1988. I understand that the Privacy Act 1988 can be downloaded for free from [www.comlaw.gov.au](http://www.comlaw.gov.au).
11.  I acknowledge and agree that I will submit an **Assessment Verification** (hereinafter AV) form from each and every student who successfully completes a PACI training course. I also accept that the promise of a nationally recognised qualification for successful completion of a PACI course also constitutes an inducement to recruit students and therefore an AV form must be submitted. I agree to ensure that all AV forms are submitted in electronic format. If circumstances prevent me from submitting AV forms in electronic format – I will notify PACI and request permission to do so. (Note: Only under exceptional circumstances will traditional printed hard copy format be accepted – which must be legibly and accurately completed in permanent ink (CAPITAL letters are a mandatory requirement).
12.  I understand and accept that PACI will use each AV to generate a Statement of Attainment. The details of the assessment context and environment indicated on the AV form will contextualise 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.
13.  I will make every reasonable effort to submit completed AV forms to PACI head office within five (5) days after completion of final assessment. This leaves PACI twenty five (25) days to comply with the standards for RTO's.  
***NOTE: ASQA requires RTO's to issue a qualification within 30 days of assessment. Failure to do is a breach of legislation. Legal action can be taken for non compliance.***

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14.  I acknowledge and agree that I will submit a completed '**Learner Questionnaire**' from each and every student in electronic format. I agree to use the PACI approved electronic Learner Questionnaire which is derived from the original AQTF questionnaire. I understand that each student on a course of instruction must complete their own individual 'Learner Questionnaire' so that PACI can monitor my professional conduct and the quality of my instruction. I understand and accept that my AV forms may not be processed unless I also provide individually completed learner questionnaires from each student. Verified violations or deviations from PACI and accepted industry protocols may result in my membership and hence contract with PACI being suspended. I understand and accept that any verified deviations may be reported to other industry organisations for their records. Note: Under exceptional circumstances, traditional printed hard copy format can be accepted with prior approval.
15.  I understand that a representative sample of '**employer questionnaires**' is required to be completed and submitted to PACI whenever an employer has an interest in, or is linked to the students I am training. This form must be submitted in electronic format.  
NOTE: If no *employer* is involved, then there is no requirement to collect 'employer questionnaires'.
16.  I understand and agree to assess the **Language Literacy and Numeracy** (LLN) skills of each and every student enrolling in my training in accordance with the standards for RTOs. I agree to use the PACI LLN 'self-assessment' questionnaire for this purpose. I understand and acknowledge that information gathered from the LLN self-assessment must be used to benefit and enhance the learning experience of my students. I must provide LLN services to those students who I have identified as requiring assistance.
17.  I understand and agree that for all industrial, and public safety type training contexts, I must supply an electronic passport photo (in .JPG or .PNG format) from each and every student who successfully completes the assessment. Electronic photos must meet the same requirements as an Australian Passport (not hats or dark glasses, only face and neck in image area and taken against a pure white background). This requirement also applies to any Guide or Instructor level training. I understand and accept that PACI will reject passport photos that do not meet minimum requirements.
18.  I will ensure that each student has access to a copy of the PACI student handbook (can be downloaded in electronic format). The student handbook explains grievance procedures in the event of disagreements or complaints. 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. I will ensure that students download a copy of the PACI student handbook which outlines PACI grievance procedures and behavioural standards.
19.  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.
20.  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.
21.  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 assessment that is fair, valid, reliable and consistently achieves its stated outcomes.
22.  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. I will reference all of my training to the applicable units of competency from the relevant training package (eg PUA, SIS training package for outdoor recreation and RII training package for industrial height safety).

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23.  I understand and accept that the nationally endorsed TAE10 training package competency standards represent the benchmark for instructional skills by which I will be measured against (refer [www.training.gov.au](http://www.training.gov.au) ). I hereby confirm that I currently possess the **TAE40116 Certificate IV qualification**. This qualification *must* also include the language, literacy and numeracy unit TAELLN411 effective as of June 30 2015. **Note: The BSZ40198 Certificate IV and TAA qualifications have been superseded by the TAE40116 qualification and are no longer accepted.**
24.  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.
25.  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 assessment guidelines and the particular qualification level as specified under the Australian Qualifications Framework (AQF).
26.  I will maintain student assessment records (AV forms) for a period of thirty (30) years in accordance with standards for RTO's. I understand that it is a requirement under the standards for RTO's that student assessment records be continuously maintained for the aforementioned period. If I permanently cease my professional and/or training activities, I must surrender my student assessment records to PACI or if required, to ASQA (or a designated State Training Authority). I acknowledge that at any time, I may be audited either by PACI or ASQA for compliance with RTO standards in relation to maintaining student assessment records. Non compliance can lead to severe penalties. Exam papers and other written assignments are only required to be held for a period equal to the Statute of Limitations in my State. After this period, they may be destroyed.
27.  I acknowledge that only current members of PACI are authorised to use PACI training materials (ie intellectual property) for the sole purpose of training and assessment of 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 intellectual property and confidential web URL's.
28.  I acknowledge and accept that I must use the most current PACI learning materials whenever I conduct training that leads to a nationally recognised qualification or Statement of Attainment. I understand that it is my responsibility to maintain accurate assessment records and that those records may be subject to surveillance auditing from a State Training Authority. If I permanently cease in all my activities as a trainer/assessor, I will be required to surrender the said assessment records to PACI for filing. I accept that it my responsibility to bear the costs associated with freight/postage of the said assessment records to PACI head office.
29.  I will always use the current content from the PACI website and understand that content can be downloaded from the public downloads section of the PACI website. Link: [http://www.paci.com.au/downloads\\_public.php](http://www.paci.com.au/downloads_public.php)  
I understand and agree that the PACI protocols document underpins all training and assessment. All of my training and assessment will be referenced against this master document.
30.  I acknowledge that I must not engage in any form advertising that could mislead potential clients/customers as to my status as a contractual third party partnership with a registered training organisation (RTO). I understand that only an RTO can issue nationally recognised qualifications and contractual partners have no such authority. I agree that my advertising and recruitment efforts to attract customers must not hide or cloak the fact that I am in partnership with an RTO, and that that RTO will in fact be the issuing body for qualifications/Statements of Attainments. I will make every effort to ensure that it obvious and clear that PACI is the RTO and supplier or training and assessment and that I am in a third party delivery arrangement with PACI.  
I will review and comply with the third party delivery arrangements as published on the ASQA website.  
Link: <https://www.asqa.gov.au/resources/fact-sheets/third-party-arrangements-0>

31.  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.
32.  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.
33.  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.
34.  I understand that nothing in this contract is intended to limit or exclude provisions in the Competition and Consumer Act (2010) and that I still have the benefit of certain rights provided by the said Act which cannot be waived.
35.  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.

**FIT AND PROPER PERSON DECLARATION**

This section is only applicable if you are the director / shareholder / partner / sole trader / directing mind and influence / of your training organisation.

36.  I hereby declare that I am a 'fit and proper person' in accordance with the Standards for RTOs.

**TRAINER/ASSESSOR DECLARATION**

*I declare that I have the capacity to conduct training and assessment in accordance with this contract. I further declare that I will consistently conform to the requirements published in the standards for RTO's and PACI Protocols. I accept and hereby agree to abide by the terms and conditions of this contract in their entirety. I understand this contract to be legally binding.*

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

Signature of witness: \_\_\_\_\_ Date: \_\_\_\_\_  
(must be a person of at least 18 years age)

Full legal name of witness: