



TRAINING AGREEMENT

Please note: This Training Agreement will be registered once all sections are completed and verified documents are attached. All Training Agreements must have at least one ETITO Training Programme Enrolment attached.

Company information	
Company name: _____	
Company contact: _____	Contact phone: _____
Contact email: _____	Contact mobile: _____
Company postal address: _____	Street address: _____
_____	_____
_____	_____
Company phone: _____	Company fax: _____
Trainee relationship / Contract type:	
<input type="checkbox"/> Employed <input type="checkbox"/> Self-employed contract	

Trainee personal information	
<i>NB: Please state your full legal name as it appears on your birth certificate or passport</i>	
First name[s]: _____	Surname: _____
Preferred name: _____	Preferred contact number: _____
Date of birth: ____ / ____ / ____	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
<i>Note: If you are under the age of 16 at the time of signing this training agreement, please attach copy of MOE exemption issued under Section 21 of the Education Act 1989.</i>	
NZQA recorded name: _____	
NZQA number: _____ [if known]	
Street address: _____	
Suburb: _____	City/Town: _____ Postcode: _____
Telephone: Home: _____	Mobile: _____
Work: _____	
Email: _____	

Prior activity

Please advise occupation/activity prior to you commencing with this employer:

- | | | |
|---|--|--|
| <input type="checkbox"/> Secondary school student | <input type="checkbox"/> Wananga student | <input type="checkbox"/> Wage or salary worker |
| <input type="checkbox"/> Polytechnic student | <input type="checkbox"/> University student | <input type="checkbox"/> Self-employed |
| <input type="checkbox"/> College of Education student | <input type="checkbox"/> House-person or retired | <input type="checkbox"/> Overseas |
| <input type="checkbox"/> Private Training student | <input type="checkbox"/> Non-employed or beneficiary | |

Ethnicity: Tick the ethnic groups that you belong to [for statistical purposes]

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> NZ European | <input type="checkbox"/> NZ Maori * | <input type="checkbox"/> Samoan | <input type="checkbox"/> Tongan |
| <input type="checkbox"/> African | <input type="checkbox"/> Dutch | <input type="checkbox"/> Italian | <input type="checkbox"/> Tokelauan |
| <input type="checkbox"/> Australian | <input type="checkbox"/> Fijian | <input type="checkbox"/> Japanese | <input type="checkbox"/> Vietnamese |
| <input type="checkbox"/> British/Irish | <input type="checkbox"/> Filipino | <input type="checkbox"/> Korean | <input type="checkbox"/> Other Asian |
| <input type="checkbox"/> Cambodian | <input type="checkbox"/> German | <input type="checkbox"/> Middle Eastern | <input type="checkbox"/> Other European |
| <input type="checkbox"/> Chinese | <input type="checkbox"/> Greek | <input type="checkbox"/> Niuean | <input type="checkbox"/> Other Pacific Island Group |
| <input type="checkbox"/> Cook Island Maori | <input type="checkbox"/> Indian | <input type="checkbox"/> South Slav | <input type="checkbox"/> Other |

*Iwi: If you selected NZ Maori above, please complete:

Your iwi: _____

- | | | |
|---------------------------------------|---|---|
| <input type="checkbox"/> I don't know | <input type="checkbox"/> I don't identify with an iwi | <input type="checkbox"/> I identify with multiple iwi |
|---------------------------------------|---|---|

Trainee education

Secondary school

Last year at secondary school: _____ / _____ / _____ [dd/mm/yyyy]

Last secondary school attended in NZ: _____

OR – if you did not attend secondary school in NZ then please state the overseas country where you did:

Overseas country: _____

Highest secondary school qualification achieved [tick one]

- | | |
|---|---|
| <input type="checkbox"/> Year 11 [Form 5] or NCEA Level 1 | <input type="checkbox"/> Year 13 [Form 7] or NCEA Level 3 |
| <input type="checkbox"/> Year 12 [Form 6] or NCEA Level 2 | <input type="checkbox"/> No previous qualification |

Highest Tertiary qualification achieved [tick one]

- | | |
|--|---|
| <input type="checkbox"/> Degree | <input type="checkbox"/> National Certificate / Trade Certificate / Diploma |
| <input type="checkbox"/> No previous qualification | |

Is English your first language? Yes No Please list the languages you use most _____

ETITO's medium of instruction is English. If English is not your first language, you must provide evidence of having an IELTS score of 5.5 or a TOEFL score of 500 or equivalent. Please attach your form of evidence.

I live with a disability that may affect my ability to learn

Trainee proof of identity and residency

I have attached **verified** documents of my identity and residency as selected from the list below:

- | | |
|---|--|
| <input type="checkbox"/> New Zealand passport | <input type="checkbox"/> New Zealand birth certificate |
| <input type="checkbox"/> New Zealand Citizenship Certificate | <input type="checkbox"/> Permanent NZ residency visa |
| <input type="checkbox"/> Work visa with Variation of Conditions [VOC] | |

A verified document is a photocopy that has been signed as a true and accurate copy of the original. A faxed or scanned copy will not be accepted. Unless specifically stated, the following people can verify documents: ETITO/REAL staff member; ETITO/REAL authorised verifier; Justice of the Peace; Member of the Police.

Terms and Conditions of the Agreement

General

- In addition to the obligations contained in this Agreement, the parties agree to comply with the Industry Training Act 1992 and with any other reasonable requirements of ETITO.
- The objective of this Agreement is to enable the Trainee to participate in the structured training programme set out in the schedule [the 'Training Programme']. The Training Programme provides for a course of training for which the Trainee can achieve unit standards leading to a prescribed Limited Credit Programme, National Certificate, National Diploma, or Supplementary Credit Programme qualification.
- No other government funding or subsidies should be received in relation to the Training Programme that this agreement relates to.
- The Employer and Trainee understand that this Training Agreement is subject to ETITO's approval and this will be granted at the sole discretion of ETITO. The Agreement will not take effect until approval is given by ETITO and the Agreement is registered in the ETITO system. The start date of the Agreement will be the date of ETITO's signature to the Agreement.

Employers/Agent obligations

- This Training Agreement forms part of the employment arrangements between the Employer/Agent and Trainee and should be read in conjunction with that employment agreement or principal contractor agreement.
- The Employer/Agent must verify that the Trainee is eligible to work in New Zealand and the term of the contract of employment of which this Training Agreement forms part of shall be no less than the duration required to complete the Training Programme that this Agreement relates to.
- The Employer shall ensure that the Trainee is supervised during training.
- The Employer shall agree to facilitate the Trainee's participation in all learning needs assessment and training required for this Training Programme including releasing the Trainee to attend off-job training courses.
- The Employer must notify ETITO of the termination of this Training Agreement within five working days [refer the Termination section of this document for further information].
- The Employer must notify ETITO if the Trainee's immigration status changes, employment ceases or if the business is sold as soon as is practical and no more than three weeks after the event. ETITO reserves the right to claim prorated subsidies from the Employer if this condition is not met.

Trainee obligations

- The Trainee is responsible for payment of all fees due to ETITO for this Training Agreement. Note that all fees are non-refundable [refer to the Payment of fees and collection section of this document for further information].

The Trainee agrees to undertake all training and assessments required to complete the Training Programme. Specifically, the Trainee agrees:

- to achieve the minimum specified credits per annum towards the completion of the Training Programme.
- not to exceed the specified length of training as set out in the Training Programme.
- to advise ETITO if his/her immigration status changes, employment ceases or the business is sold.

ETITO obligations

ETITO will:

- access government funding that may be used to provide services or subsidies to support the Trainee to complete his/her Training Programme.
- maintain a record of learning for the Trainee.
- process any assessment results sent directly to it and forward these results to the New Zealand Qualifications Authority.
- make available workplace assessment tools and material where agreed.
- assist and advise the Employer and Trainee on matters relating to this Training Agreement.
- communicate any relevant changes to the requirements of the Training Programme that result from reviews of unit standards or qualifications.
- communicate skills assessment results to the Trainee.
- assist and advise the Trainee should they need learning support to strengthen skills in identified areas.
- issue the Trainee with the relevant National Certificate or Certificate of Completion once all the requirements of the Training Programme are completed.

Completion

- The Training Agreement will cease if the Trainee completes the training requirements for all Training Programmes registered against this Training Agreement.

Termination

This Training Agreement will be terminated if:

- the Employer notifies ETITO that the Trainee’s employment has been terminated or the Trainee has resigned [refer Employers Obligations section of this document for further information].
- ETITO or the Employer become aware that the Employer or Trainee is unable to fulfil their training responsibilities related to this Training Agreement.
- the Trainee is not achieving in accordance with the profile expectations for the Training Programme.
- the Trainee twice declines or fails to enrol as directed by ETITO in an off-job training course.
- fraudulent assessment results are submitted to ETITO.
- good faith has been disregarded or intentions are not upheld satisfactorily by either the Employer or the Trainee.
- fees payable to ETITO for this Training Agreement are not paid in accordance with ETITO’s terms of business as stated on the invoice[s].

Privacy

- The Employer and the Trainee authorise ETITO and its agents to collect and hold information relevant to this Training Agreement and to distribute such information as is necessary to facilitate the management of training [providing it is done in accordance with the Privacy Act 1993] to the New Zealand Qualifications Authority, Tertiary Education Commission, Ministry of Education, regulatory bodies [if required], training providers [if required], and the parties to this Agreement.

Payment of fees and collection

- The Trainee is responsible for paying ETITO the Training Agreement fees [and any other fees] as set out in this Agreement and the attached schedule.
- Payment will be made on enrolment.
- If an invoice remains unpaid 30 days after the due date ETITO reserve the right to recover any collection fees from the Employer. Full details of the ETITO collection policy are available at www.etito.co.nz.
- If fees are not paid ETITO also reserves the right to refuse supply of further services until the fees are paid

Signatures

Signatures are required from the Employer, the Trainee and ETITO as an acceptance of the Training Agreement.

Authorisation

Signed by the Trainee:

I can confirm that I have the legal right to work and study in New Zealand for the duration of this Training Agreement and I have read, understood and agreed to the Terms and Conditions of this Agreement.

Signature: _____ Date: _____

Signed for and on behalf of the employer:

I can confirm that the employment contract/self-employed contract of service/voluntary agreement in place for this Trainee is for the duration of this Training Agreement and I have read, understood and agreed to the Terms and Conditions of this Agreement.

Full name: _____ Title: _____

Signature: _____ Date: _____

Signed for and on behalf of ETITO:

Full name: _____ Title: _____

Signature: _____ Date: _____

Please complete all sections and return to:

REAL,
 Freepost 5164
 PO Box 24-469, Royal Oak
 Auckland 1345

Phone: [09] 353 2257

www.realito.co.nz