Memorandum of Understanding

Between

Consortium Steering Group for XXXXXXXXXX

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Employer)

For the delivery of the XXXXXX Apprenticeship Programme

2024 Intake

Contents

[1. Notes: 3](#_Toc15453)

[2. Definitions: 3](#_Toc15454)

[3. Purpose and Scope 4](#_Toc15455)

[4. Key Stakeholders in Apprenticeship 4](#_Toc15456)

[SOLAS 4](#_Toc15457)

[Authorised Officers 4](#_Toc15458)

[5. Roles & Responsibilities 5](#_Toc15459)

[Consortium Steering Group 5](#_Toc15460)

[Role and Responsibilities of the Co-Ordinating Provider 5](#_Toc15461)

[Role & Responsibilities of the Employer 6](#_Toc15462)

[Role & Responsibilities of the Mentor 7](#_Toc15463)

[Role and Responsibilities of the XXX Apprentice 8](#_Toc15464)

[6. Collaboration and Communications 9](#_Toc15465)

[7. Confidentiality 9](#_Toc15466)

[8. Data Protection Legislation 9](#_Toc15467)

[9. Declaration 10](#_Toc15468)

# Notes:

1. This is not a legally binding agreement or contract, and it is not exhaustive in its identification of the two organisations’ responsibilities.
2. The term ‘partnership’ is used in this document, as it refers to a relationship based on consultation and co-operation. The word ‘partnership’ is not employed here in any legal or corporate sense and should not be construed as placing any legal or formal responsibility on either party.
3. The XXX Apprenticeship is a statutory Apprenticeship validated by QQI and approved by SOLAS and the National Apprenticeship Council. The programme is managed by the CSG with the on-the-job delivered by XXXXX as coordinating provider and XXXXX as collaborating provider.
4. The Consortium steering Group and its various training partners recognise their special relationship in the provision and delivery of Apprenticeship training and assessment. This relationship is underpinned by the relevant legislation and is based on a partnership approach to current ‘apprenticeship’ training delivery.
5. ‘On the job’ Apprenticeship training and assessment includes the employer providing apprentices with mentoring, and feedback on the integration of work and college-based learning and assessment.

# Definitions:

1. **Robotics and Automation (RAA**) Programme
2. **CSG**: National Consortium Steering Group
3. **LMETB**: Louth and Meath Education and Training Board
4. **Collaborator**: XXXXXXXXXX
5. **SOLAS**: Statutory regulator of apprenticeships
6. **QQI**: (Quality and Qualifications Ireland) is an independent State agency responsible for promoting quality and accountability in education and training services in Ireland.
7. **National Programme Manager**: is responsible for the overall management, administration and quality assurance of the new RAA Apprenticeship Programme.
8. **National Programme Board:** is the single national entity with responsibility for the effective management, operation, monitoring and review of the RAA National Apprenticeship Programme.

# Purpose and Scope

This Memorandum of Understanding (MOU) between the RAA Consortium Steering Group

(hereafter referred to the CSG) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereafter referred to as ‘the employer’), provides an agreed framework for cooperation and communications between the two organisations for the operation of the RAA Apprenticeship Programme.

This document has been developed in accordance with the relevant statutory provision, national strategies, and government policies. It is not a legally binding agreement or contract and is not exhaustive in its identification of the two organisations responsibilities. It does not preclude the identification and implementation by the organisations of additional objective and actions. In the spirit of the MOU, it is anticipated that further areas of collaboration will be identified subsequent to its agreement.

The CSG and the employer will ensure that all relevant members of their organisations are familiar with the content of the MOU and that all dealings between the two organisations and with other named parties are conducted in the manner that is consistent with its objectives.

# Key Stakeholders in Apprenticeship

## SOLAS

SOLAS is the statutory regulator for all apprenticeships. This responsibility includes assessing an employer’s suitability to train apprentices, registration of apprentices and monitoring the apprentices while on-the-job. SOLAS has the statutory responsibility for ensuring that the apprentices’ conditions conform to the law.

Every registered apprentice has an Authorised Officer allocated to them to provide support and guidance on any difficulties that the apprentice may encounter during their apprenticeship.

## Authorised Officers

A network of SOLAS Authorised Officers based in ETBs manage, support and administer a portfolio of apprentice approved companies and apprentices within their region on behalf of SOLAS. They operate under a certificate of appointment as SOLAS Authorised Officers by the Chief Executive Officer of SOLAS under section 43 of the Industrial Training Act 1967, as amended.

The SOLAS Authorised Officers provide an independent brokerage through which the integrity of the overall Apprenticeship programme is maintained and are a critical link between the Coordinating and Collaborating Providers, the apprentice and the employer.

They currently carry out a range of functions on behalf of SOLAS including, but not limited to:

1. Conducting an assessment site visit to assess the employer’s suitability to train apprentices. (This should not be confused with the work-based assessment coursework checks carried out on behalf of the CSG)
2. Briefing employers on their roles and responsibilities in relation to the on-the-job elements of the apprenticeship on behalf of the statutory regulator
3. Assessing and approving employers to register apprentices, through SOLAS Employer Approval and Code of Practice.
4. Approving and registering new apprentices and apprentices changing employers
5. Providing an objective information and guidance service to all apprentices registered
6. Monitoring of employers during the apprentice’s on-the-job phases
7. Maintaining apprentice and employer records
8. Collaborating and communicating with the National Programme Manager in the delivery of the Programme

XXXXXXXX, as Co-ordinating Provider, will work in collaboration with the network of SOLAS Authorised Officers and will fully brief them on the programme-specific criteria for employer suitability to train apprentices, as outlined in the validated programme documentation. **33**

# Roles & Responsibilities

## Consortium Steering Group

The key function of the RAA National Consortium Steering Group (CSG) is to ensure the National RAA Apprenticeship Programme conforms to and evolves with the requirements of the occupation. It is industry led and acts to bring together the employers, the Co-ordinating Provider and other collaborating providers involved in the programme.

## Role and Responsibilities of the Co-Ordinating Provider

LMETB is the appointed Co-ordinating Provider for the RAA programme. As such, LMETB will:

* Develop and maintain the RAA Apprenticeship programme in partnership with Education & Training providers, Industry and SOLAS;
* Develop and deliver a marketing and communication plan in partnership with Education & Training providers, Industry and SOLAS to promote the programme. This will include developing marketing material and other promotional activities;
* Provide off-the-job learning materials such as textbooks, online supports, sample papers, etc:
* Set and maintain the academic standards for completing the qualification;
* Set all assessments and issue results directly to all employees/apprentices;
* Provide the employer with a copy of all final assessment results for any employee(s) employed by them on the Apprenticeship;
* Provide the employer with detailed information of the work-based learning requirements of the programme and the assessment of same;
* Arrange appropriate training for all work-based Mentors;
* Monitor employee progress;
* Provide support to both the employer and employee as required;
* Maintain the employee’s academic record;
* Ensure all Quality Assurance requirements are met;
* Provide representation at each Consortium Steering Group meeting;
* Manage all operational aspects and delivery of the Apprenticeship Programme;
* Provide Apprentices with detailed progression options for further study.

## Role & Responsibilities of the Employer

The Employer will:

* Engage with the designated SOLAS Authorised Officer to fulfil the statutory requirements to become an approved employer;
* Abide by the SOLAS standard Code of Practice for Statutory Apprenticeships (**Appendix**

**B);**

* Recruit and Select suitable candidates for participation on the programme;
* Advise the National Programme Manager of the name and details of any successful candidate;
* Take part in any review of the programme in order to ensure that the programme continues to address the needs of the business;
* Provide an employment contract that:

* + States the job title as “XXX Apprentice”
  + Is for a normal working-week of 39 hours (including the off-the-job training element at college)
  + Provide a standard contract of employment with a specification that it must be at least a minimum of a two (2) year period to satisfy the specification of the Apprenticeship Programme
  + Sets an appropriate wage that is commensurate with the industry rate for the job; this must include the time spent at off-the-job training;
  + Meets all statutory employment requirements such as the Working Time Act, Maternity Acts, Annual Leave entitlements and standard legislative protection of workers
  + States that the employee is subject to the organisation’s specific disciplinary procedures
  + Requires the employee to attend off-the-job training (at their college) for the required block periods and applies normal ETB policies and procedures to any absence from these classes
  + Requires the employee to attend full time for both the on-the-job and off-the-job phases and normal HR procedures will apply for any absence
  + Requires the employee to attend all meetings with their appointed Workplace Mentor, at times agreed with the Mentor
  + Requires the Apprentice to submit work-experience for assessment in accordance with the submission deadlines for the programme and requires the employer to assess the information before submission
  + States that the employee is subject to all employment Rules and Regulations for the programme and any additional rules and regulations in place at their ETB.
  + States that the Apprentice only takes Annual leave during the On-the-Job phase of the programme

* Nominate and appoint a suitably qualified person (i.e. a qualified Engineer / with a minimum of a Level 7 qualification in a relevant field and a minimum of 5 year’s post-qualification Industry work experience) to act as the employee’s Workplace Mentor.

(**Appendix A).**

## Role & Responsibilities of the Mentor

The Employer Mentor plays an important role in the integration, organisation and oversight of work-based learning. In addition, this experienced practitioner performs a critical function in monitoring progress and in guiding, informing and caring for apprentices. Their integrated role, encapsulates the following:

Ensure the apprentice is introduced to their colleagues and peers and is familiar with the workplace environment

1. Provide opportunities to enable the apprentice to achieve the minimum intended programme learning outcomes as documented in the validated programme documentation.
2. Facilitate the apprentice’s learning in the workplace by shadowing, coaching, observing and guiding.
3. Support the learner in communicating with the employer on training related issues.
4. Support the apprentice in the workplace by ensuring that the apprentice is conversant with the normal work practices and rules pertaining to the occupation, including its history, staffing structure, customer base and competitive position, and as far as is possible, include the learner in the community of practice within the workplace.
5. Develop a sense of professionalism in the apprentice including attributes such as dependability, maturity, politeness, respect, loyalty and the ability to communicate effectively.
6. Liaise with the apprentices off the job provider and attend LMETB for a workshop in effective mentoring prior to programme commencement.
7. Attend a mandatory briefing day and Effective Mentoring Skills workshop prior to the apprentice commencing.
8. Guide the apprentice in completing his/her programme Learning Log and when the standard for each task has been reached, sign the assessment sheets.
9. Ensure the learner uploads all assessment documents and evidence of workplace assessment on the VLE.
10. Communicate with the ETB tutor, Internal Verifier/Coordinating, National Programme Manager on issues to do with the learner and the programme.
11. Attend National Programme Board meetings if required and co-operate with reviews of the programme.

## Role and Responsibilities of the RAA LMETB Apprentice

RAA Apprentices are required to:

1. Comply with the SOLAS standard Code of Practice for Apprenticeships (Appendix B);

2. Comply with the minimum entry requirements for the XXX Apprenticeship Programme.

Please note employers may have requirements in excess of the minimum requirements set out in the programme;

1. Attend the mandatory induction programme and attend, on time, all scheduled classes of all off-the-job training elements of the RAA Programme;
2. Complete the specified number of training days to meet the requirements of the relevant RAA Apprenticeship Programme;
3. Be diligent and committed to all aspects of work, training and education throughout the Programme and take responsibility for their own learning;
4. Seek the advice of the employer and/or workplace mentor where difficulties arise while on-the-job. RAA Apprentices who have difficulties during an off-the- job training element should, in the first instance, bring their concerns to their ETB Trainer. If an RAA Apprentice wishes to make a complaint about any aspect of the on-the-job or off- the-job phases, the complaints procedure is available from the National Programme Manager;
5. Attend the off-the-job ETB location as notified for the off-the-job training elements of the

Programme. Continued failure to attend off-the-job training could lead to the Apprenticeship being terminated;

1. Be responsible for attendance and timekeeping during all of the on-the-job and off the-job elements of the RAA Apprenticeship Programme. Inadequate attendance and lateness during on-the-job or off-the-job elements may have repercussions and may result in the Apprenticeship being suspended temporarily;
2. Behave in a responsible and mature manner while in employment and during off-the-job training in AMTCE;
3. Be subject to all the Educating Providers Rules & Regulations for the programme, as well as any contractual obligations set down by the employer; please note that RAA Apprentices will be subject to the disciplinary procedures of the Education & Training provider whilst off-the-job;
4. Undertake all scheduled modular and competency assessments including re-sit assessments. Breach of the on-the-job and/or off-the-job assessments or examination rules may result in disciplinary action in accordance with procedures, which may result in delay of completion or in termination of the Programme;
5. Perform all tasks with due care and diligence and observe all health & safety regulations during both on-the-job and off-the-job elements of the Programme;
6. Comply with the policies and procedures of the employer and carry out all reasonable instructions made by the employer or the ETB;
7. Contact the SOLAS Authorised Officer in the event of any issues or concerns arising during the duration of the apprenticeship;
8. Contact the National Programme Manager in the event that the relationship between employer and the RAA Apprentice is terminated by the RAA apprentice or employer, for any reason
9. Be aware that the off-the-job elements of the programme do not alter an RAA Apprentice's status as an employee of their employer. RAA Apprentices remain in the employment of the employer at all times during the programme;
10. Be aware that if an RAA Apprentice does not achieve the required standard of the relevant RAA Apprenticeship Programme or the RAA apprentice breaches this Code of Practice and the programme is terminated, the CSG reserves the right to refuse a further application from the RAA Apprentice.

# Collaboration and Communications

The CSG and the employer will work together in a spirit of partnership and continuous improvement in relation to the programme design and delivery.

It is recognised by the CSG and the employer that to remain ‘fit-for-purpose’, training programmes must be continuously modernised and updated. In this context, the CSG is committed to reviewing policies and procedures within their remit as well as the programme provision, to demonstrate that they satisfy the needs of the apprentice, the industry and the training partners.

Subsequently, to facilitate effective programme delivery processes in relation to a review of specified components of training and assessment activities the CSG and the employer will nominate representatives to participate on strategic and operational working groups as necessary.

# Confidentiality

Neither party to this MOU will disclose to any third party, without the prior consent of the other party, any information which is marked confidential or is manifestly of a confidential or commercially sensitive nature as received from the other party for the purposes of providing or receiving services.

This will not apply to any information which the parties are required by law to disclose.

# Data Protection Legislation

By signing this document, you are consenting that you are fully compliant with the current Data Protection Acts (1988 to 2018) and/or the EU General Data Protection Regulation (GDPR) which came into effect on 25th May 2018 and that you undertake to maintain any personal data on apprentices in compliance with these Acts and Regulations and that this data will be held securely with appropriate technical and organisational measures to protect it from unauthorised access or use. A separate Data Protection Agreement will be signed by all parties in respect of this partnership.

The CSG and LMETB, on behalf of the CSG, undertakes to maintain your company data and data relating to the mentor and Apprentice in secure conditions with appropriate technical and

organisational measures to protect it from unauthorised access or use. The data held about you will be disclosed to relevant staff within LMETB and other relevant parties on a need-to-know basis. In addition, all staff involved are made aware of the procedures they must follow to ensure that your data is appropriately protected.

# Declaration

The employer’s authorised signatories (detailed below) accept the attached as the basis of a ‘Memorandum of Understanding’ for the delivery of the specified OEM Apprenticeship programme content and assessment activities.

This agreement made on the\_\_\_\_\_ day of\_\_\_\_\_\_\_\_2024 between:

Consortium Steering Group

-and-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: (The Employer)

(Authorised representative on behalf of the employer)

Signed:

(CSG Member)

(Authorised representative on behalf of CSG RAA

Apprenticeship)

**APPENDIX A**

**Workplace Mentor Credentials Form- XXX Apprenticeship**

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Contact No. |  |
| Work Phone |  |
| Email |  |

**Qualifications and Experience:**

|  |  |
| --- | --- |
| Relevant Qualification title: |  |
| Awarding Organisation name & address: |  |
| Date of qualification Award: |  |

**Employment History:**

|  |  |
| --- | --- |
| Company names and contact details incl. dates of employment: |  |
| Roles & responsibilities within each company relating to teaching/mentoring activities: |  |

**Professional Memberships:**

|  |  |
| --- | --- |
| **Organisation** |  |
|  |  |

**Please attached copies of all qualifications referred to.**

**Declaration**

I hereby declare that the information provided by me is correct and accurate.

I agree that failure to complete any section above or failure to provide copies of qualifications will disqualify me from being considered for an RAA Workplace Mentoring role. I further agree that if any of the information in this declaration is found to be false, this will disqualify me from being considered for a Mentoring role on the RAA Apprenticeship programme.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Mentor)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contents Noted By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(National Programme Manager)**