

WORKPLACE LEARNING/MENTOR AGREEMENT

Deed of Agreement Between

ITEM 1: Registered Training Organisation (RTO) Details (*‘the RTO’*)

Australasian Convenience and Petroleum
 Name: Marketers Association (ACAPMA) RTO Code: 45783
 Address: Suite 3, Level 7 3 Spring Street, Sydney NSW 2000
 Email: students@acapma.com.au Phone: 1300 160 270

AND

ITEM 2: Contractor Company Details (*‘the Workplace’*)

Organisation Name: _____ ABN: _____
 Address: _____
 Email: _____ Phone: _____
 Contact Person: _____

AND

ITEM 3: Learner Details (*‘the Learner’*)

Student Name	Phone	Email

Add more space to accommodate all students from the Contractor Company

WORKPLACE LEARNING/MENTOR AGREEMENT

This agreement specifies the arrangements for on-the-job workplace learning with ACAPMA as the Registered Training Organisation (RTO) 45783. This agreement outlines the roles and responsibilities for each party listed in **Item 1**, **Item 2**, and **Item 3**, allowing effective and appropriate management, and monitoring of learner's on-the-job training.

This agreement outlines the roles and responsibilities for each party, allowing effective and appropriate management and monitoring of regulatory compliance requirements set out by The Standards for RTOs 2015.

1. Definitions and Interpretation

The parties agree that the specific definitions referenced within this Agreement, and where mentioned, refer to the following:

"Agreement" means this agreement and any annexures, service schedules or amendments made in accordance with this agreement.

"Communication" means email, fax, letter, phone, SMS text message and voicemail.

"Confidential Information" includes all ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any/all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of either Party.

"Course" means the qualification and/or program of study being undertaken by the student.

"National Regulator" means Australian Skills Quality Authority - ASQA (the National Regulator).

"Notice" means any notice, demand, consent or other communication made or given under this agreement.

"RTO" means the Registered Training Organisation specified in **Item 1** of this agreement.

"Services" means the services set out in this agreement.

"Start Date" means the agreed date on which the work placement will commence.

"Student" means the person undertaking work placement specified in **Item 3** of this agreement.

"Term" means the term specified in the agreement.

"Workplace" means the organisation and location specified in **Item 2** of this agreement.

"Workplace learning" means the period of on-the-job learning by the student in the workplace.

This Agreement sets out the rights and obligations of each party throughout the on-the-job workplace learning. The following rules apply unless otherwise specified:

- 2.1 Where "\$AUD" is mentioned, the reference is to Australian dollars and excludes GST.
- 2.2 Where a specific time is mentioned, the reference is to Australian Eastern Standard Time for Sydney, New South Wales, unless otherwise stated.
- 2.3 A reference to writing includes methods of communication in writing including facsimile, email and SMS and any other means of reproducing words in a tangible and permanently visible format.
- 2.4 For legal requirements, this agreement is made in accordance with the laws of New South Wales. This Agreement will commence on the start date and continue for the term specified in the Agreement.

3.1 This Agreement does not constitute any company, legal partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities or obligations on behalf of or binding upon the other party except as provided for in the Agreement.

3.2 The relationship between the workplace and the student is that of principal of a work placement agreement. Nothing in the Agreement is to be construed as creating an employer/employee relationship between the workplace and the student or between any employee or agent of the workplace and the RTO.

4.1 Obligations and responsibilities of the RTO:

- a) For the duration of this agreement the RTO is responsible for ensuring the student is prepared for the workplace in accordance with course requirements and for:
 - i. Confirming the suitability of the student and the workplace including the provision of access to the resources required during Workplace learning as outlined in **Item 5** (which may vary in accordance with the specific work requirements/job site).
 - ii. Ensuring there is a written Workplace learning agreement between the student, the RTO and the workplace (this agreement).
 - iii. Ensuring that the Workplace learning undertaken by the student is directly related to, and is at the appropriate skill level, for the training outcomes of the unit of competency or course it is providing and is useful for vocation and employment outcomes of the course it is providing.
 - iv. Ensuring that the maximum duration of its student's Workplace learning is met and in accordance with relevant legislation.
 - v. Justifying additional hours required to meet the course outcomes for the student, is recorded and regarding the welfare of the student.
 - vi. Confirming the completion of the Workplace learning and retaining all necessary documentation.

4.2 Obligations and responsibilities of the Workplace:

- a) Agrees to supervise and mentor the student for the purposes of the Workplace learning, provide opportunities to complete tasks and activities set out in the On-the-job learning guide and Logbook and verify the student's successful completion of these tasks in accordance with the document instructions and **Item 4**.
- b) Agrees to act in accordance with workplace responsibilities, including those set in the relevant Work Health and Safety Act and Equal Opportunity legislation.
- c) Advises that its signatory to this agreement has read the Workplace Learning Mentor Guide and will fulfill the Workplace responsibilities outlined within.
- d) Provide the student with access to the resources required during Workplace learning as outlined in **Item 5** (which may vary in accordance with the specific work requirements/job site).
- e) Has reviewed and agrees with the Training and Assessment Strategy and the Workplace Learning Mentor guide and On-the-Job Logbook provided by the RTO.

4.3 Obligations and responsibilities of the Student:

- a) The student shall perform the workplace learning activities, and complete tasks set out in the Workplace learning guide and On-the-Job Logbook to the best of their ability and comply with all reasonable directions of the workplace supervisor/mentor and team members.
- b) The student complies with all reasonable workplace and regulatory rules and requirements relevant to safety and behaviour, including promptly reporting any accident, injury, or incident that may occur.
- c) The student has read the Student Handbook and the Student Application Pack and is aware of their rights and will fulfil their responsibilities outlined in it.

- 5.1 Unless otherwise specified in the Agreement or documents collateral to this Agreement, all notices or communications of a contractual nature given in relation to this Agreement by either party to the other party shall be in writing and delivered to the address details outlined for each party.
- 6.1 This Agreement and its schedules constitute the complete and full agreement between the parties as to its subject matter; and in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

Item 4: Services provided by the Contractor Company

It is agreed that the following services will be provided by the Contractor Company.

Service	
<input checked="" type="checkbox"/>	Recruitment of prospective students
<input type="checkbox"/>	Enrolment of students (incl. fee receipting)
<input checked="" type="checkbox"/>	Provision of educational or support services including: <ul style="list-style-type: none"> <input type="checkbox"/> Pre-enrolment materials <input type="checkbox"/> Study support and study skills programs <input type="checkbox"/> Language, literacy and numeracy (LLN) programs or referrals to these programs <input checked="" type="checkbox"/> Equipment, resources and/or programs to increase access for students with disabilities and other learners in accordance with access and equity <input type="checkbox"/> Learning resource centres <input checked="" type="checkbox"/> Mediation services or referrals to these services <input checked="" type="checkbox"/> Flexible scheduling and delivery of on-the-job training and assessment <input type="checkbox"/> Counselling services or referrals to these services <input type="checkbox"/> Information and communications technology (ICT) support <input type="checkbox"/> Learning materials in alternative formats, for example, in large print <input type="checkbox"/> Learning and assessment programs contextualised to the workplace, and <input type="checkbox"/> Any other services considered necessary to support students to achieve competency.
<input checked="" type="checkbox"/>	Delivery of on-the-job training and/or assessment Skill sets/programs to be delivered: <ul style="list-style-type: none"> <input type="checkbox"/> TLISS00206 - Fuel Storage and Dispensing Site Contractor Induction Skill Set <input type="checkbox"/> TLISS00210 - Supervise Compliance with Fuel Storage and Dispensing Site Requirements Skill Set <input type="checkbox"/> Fuel Storage and Dispensing System Installation and Modification Course <input type="checkbox"/> Fuel Storage and Dispensing System Maintenance Course <input type="checkbox"/> Fuel Storage and Dispensing System Decommissioning Course <input type="checkbox"/> Fuel Storage and Dispensing System Master Course
<input type="checkbox"/>	Issuance of qualifications

ITEM 5: On-the-Job Preparation Details

It is agreed that the following resources, tools, equipment, facilities and opportunities will be provided by the Contractor Company and made available relevant to each work task and job site as required.

Example Job site Location: <i>Provide details of at least one (1) job-site to inspect (either in person or via video conference) as an example of the resources, tools, equipment and work tasks that the student will engage in.</i>	
Checklist Items	
<input type="checkbox"/>	Student has completed all necessary assessment tasks and is ready to participate in the on-the-job component
<input type="checkbox"/>	Student has been issued an On-The-Job Logbook
<input type="checkbox"/>	Workplace has allocated the student with a workplace learning supervisor/mentor
<input type="checkbox"/>	The workplace supervisor/mentor has the necessary skills, experience and qualification(s)
<input type="checkbox"/>	The supervisor/mentor has been issued a copy of <i>"Workplace Learning Mentor Guide"</i>
<input type="checkbox"/>	The workplace supervisor/Mentor has the ability to effectively supervise and manage the workplace on-the-job activities
<input type="checkbox"/>	The workplace will provide the student with access to: <ul style="list-style-type: none"> ○ Working and operational fuel storage and dispensing sites with variable hazardous areas for diesel, motor spirit (petrol) LPG and Diesel Exhaust Fluid (DEF) ○ Planned and proposed fuel storage and dispensing sites ○ Confined spaces (where required by the relevant skill set) ○ Experienced work teams and specialist contractors/consultants ○ Work instructions, job scope/plans, reports and development approvals
<input type="checkbox"/>	The workplace will provide the student with access to legislative, regulatory and organisational policies, protocols, and procedures relating to: <ul style="list-style-type: none"> ○ Work health and safety and emergency management ○ Safe work practices (JSAs, SWMS, Risk Assessments, SOPs etc.) ○ Manual handling ○ Work Permits, licences and accreditation guidelines ○ Industry Codes of practice ○ Environmental regulations and guidelines ○ Australian standards ○ Manufacturer and supplier instructions, manuals, procedures and requirements ○ Material and chemical handling ○ Regulatory reporting requirements ○ Fuel and integrity testing guidelines ○ Documentation and reporting, such as job sheets, service reports and installation quality reports
<input type="checkbox"/>	The workplace has, or has access to the necessary tools, equipment and resources normally used by fuel workers including: <p>Tools and Equipment</p> <ul style="list-style-type: none"> <input type="checkbox"/> Personal protective equipment (including gloves, eye protection, breathing apparatus, safety harness, tripod frame and person lift equipment, hard hat, high visibility clothing, sun protection, steel-capped boots, tags and locks)

	<ul style="list-style-type: none"> <input type="checkbox"/> Hazard controls, such as signage, barricades, fencing, traffic cones <input type="checkbox"/> Hand and approved power/pneumatic tools such as screwdrivers, ratchets, sockets, wrenches, drills and bits, hammers, saws, welding machines and components, threading machines and components, shovels, levels, road plates, jack hammers, air compressors, brooms, blowers, ladders <input type="checkbox"/> Electrical tools and equipment, such as continuity, earthing, and bonding equipment, wire cutters, testers <input type="checkbox"/> Atmospheric monitoring devices – sensing oxygen levels and LEL as a minimum <input type="checkbox"/> Workplace vehicles (trucks (with hydraulic lift/crane arm for handling gear loading and unloading), utes, vans etc) <input type="checkbox"/> Concrete cutting, breaking and drilling equipment <input type="checkbox"/> Small scale excavator for pipe trench excavation <input type="checkbox"/> Environmental protection equipment such as bunding, sandbags, mesh, silt fencing <input type="checkbox"/> Fuel dispensing and pumping spare parts including motors, electrical boards, filters, sumps and other containment systems, hoses, nozzles, splashguards, swivels and other spare parts. <input type="checkbox"/> Emergency equipment including Spill kits and fire extinguishers <input type="checkbox"/> Waste receptacles such as bags, bins and containers <p>Materials / Supply items</p> <ul style="list-style-type: none"> <input type="checkbox"/> Above and/or below ground fuel storage tanks and associated equipment such as dipsticks, fill boxes, fill and dip point markers etc. <input type="checkbox"/> Fuel piping systems and components, including pipe cutting, preparation & welding equipment, under pump containment sumps and penetration/ termination fittings <input type="checkbox"/> Fuel dispensing and pumping equipment complete from the supplier/s <input type="checkbox"/> Electrical conduit components <input type="checkbox"/> Electrical components, such as hazard area conduit termination pits switchboards, point of sale systems <input type="checkbox"/> Backfilling media including soils, gravels, lining fabric <input type="checkbox"/> Automatic Tank Gauging Systems (ATG) and associated equipment <input type="checkbox"/> Leak detection systems and associated equipment for pressure fuel systems <input type="checkbox"/> Vapour Recovery Systems (Stage 1 and 2) and associated equipment <input type="checkbox"/> Integrity testing and calibration equipment (trial testing only) including approved volumetric measuring devices, inspection tags 		
<input type="checkbox"/>	The workplace will provide the student with the opportunity to install at least two (2) fuel storage and dispensing systems.		
<input type="checkbox"/>	The workplace will provide the student with the opportunity to modify and conduct maintenance works on at least two (2) fuel storage and dispensing systems on a working and operations site.		
<input type="checkbox"/>	The workplace will provide the student with the opportunity to commission at least two (2) fuel storage and dispensing systems on a working site.		
<input type="checkbox"/>	The workplace will provide the student with the opportunity to decommission at least two (2) fuel storage and dispensing systems on a working site.		
RTO Representative Name:		Inspection Method:	<input type="checkbox"/> In person <input type="checkbox"/> Video Conference
RTO Representative Position:		Signed:	

Where the example job site location does not provide for all of the above resources, tools, equipment, facilities and opportunities, the Contractor Company warrants that alternative

job sites will be made available to the student throughout the course of their employment and/or the programmed on-the-job learning arrangements.

Contractor Company Representative Name:		Signed:	
Contractor Company Representative Position:		Date:	

7.1 The RTO warrants that it has satisfied itself that the workplace can provide, or access, the facilities, tools and equipment, range of work, supervision, and training required under the Training and Assessment Strategy and the On-the Job Learning Guide and Logbook.

RTO Representative: _____

Signature: _____ Date: _____

Workplace Representative: _____

Signature: _____ Date: _____