

BCITO Gateway Support and Assessment Memorandum of Understanding 2023



Name of School:	_____		
Gateway Contact:	_____	Designation:	_____
Telephone (DDI):	_____	Mobile:	_____
Email:	_____		_____

Support and Assessment

This Memorandum of Understanding (MoU) is between the Building and Construction Industry Training Organisation (BCITO) and the named school. This MoU:

- Provides the required details for each Gateway student BCITO will support and assess throughout their Gateway programme.
- Records which support and assessment programme has been agreed as being appropriate for each individual student, being either BCITO Gateway or BCITO Gateway Advanced.
- Provides permission for the school to report standards assessed by BCITO under BCITO's provider code of **8101**.
- Outlines the rights and responsibilities of BCITO and the school, and BCITO's expectations of employers and students.

Terms and Conditions

The parties below agree to the full Terms and Conditions, and Rights and Responsibilities of this agreement as attached.

Agreed on behalf of the School and the Student(s):

Name:	_____		
Position:	_____	Date:	_____

Agreed on behalf of the BCITO:

Name:	_____		
Position:	_____	Date:	_____

This MoU is effective according to the following timeframe:

Start date:

End date: 31 December 2023

I confirm that this MoU covers _____ number of students

Schedule of Fees

		No. of packages required			
	Fee per student (incl. GST)	Gateway (L2)	Gateway Advanced (L3 Carpentry)	Gateway Advanced (L3 Other Trades)	Total (No. of students x \$500)
BCITO Support and Assessment	\$500.00				
Total cost to your school					

Student Information

Name:		NSN #
DOB:	Gender:	
Email address:		
Employer Name:		Gateway package:
<i>Admin only</i>	<i>Invoice number:</i>	<i>Trainee ID:</i>
		<i>Agreement number:</i>

Name:		NSN #
DOB:	Gender:	
Email address:		
Employer Name:		Gateway package:
<i>Admin only</i>	<i>Invoice number:</i>	<i>Trainee ID:</i>
		<i>Agreement number:</i>

Name:		NSN #
DOB:	Gender:	
Email address:		
Employer Name:		Gateway package:
<i>Admin only</i>	<i>Invoice number:</i>	<i>Trainee ID:</i>
		<i>Agreement number:</i>

Name:		NSN #
DOB:	Gender:	
Email address:		
Employer Name:		Gateway package:
<i>Admin only</i>	<i>Invoice number:</i>	<i>Trainee ID:</i>
		<i>Agreement number:</i>

Name:		NSN #
DOB:	Gender:	
Email address:		
Employer Name:		Gateway package:
<i>Admin only</i>	<i>Invoice number:</i>	<i>Trainee ID:</i>
		<i>Agreement number:</i>

BCITO Gateway Support and Assessment Memorandum of Understanding (MoU)

Please read and retain a copy of these terms and conditions.

Terms and Conditions

1. Purpose

This Memorandum of Understanding (MoU) formalises an agreement between parties identified in this document for the purpose of providing support and assessment against unit standards delivered under a BCITO Gateway and/or BCITO Gateway Advanced programme.

2. Student Entry

It is the responsibility of the School to ensure that the Student meets the criteria to undertake Gateway training in the workplace, as per the Tertiary Education Commission's *Gateway Handbook* and the *BCITO Gateway Guide for Schools*. The Employer or their representative will have the opportunity to interview and approve the Student as suitable for the workplace.

It is the responsibility of the School to ensure that the student has sufficient maturity, fitness, manual dexterity, literacy and numeracy skills, and ability to learn and follow instructions.

3. Gateway Support and Assessment package

The School will be responsible for negotiating the provision of a suitable Gateway package by the BCITO. The school will be invoiced for the services indicated in the MoU. The School will be responsible for ensuring that the learning is being supported and monitored for achievement of optimal outcomes within the specified timeframes.

4. Support, Assessment, and Reporting

- a. The BCITO Training Advisor will be responsible for the assessment against the unit standards in the Gateway package. Assessment results will be notified in writing to the Gateway Coordinator.
- b. The School will be responsible for reporting credits gained against unit standards in the Gateway package to NZQA. Signing of this MoU confers to the School the right and obligation to report these credits using the BCITO provider code 8101. Use of the BCITO provider code outside the terms of this agreement is not permitted and will result in credits being withdrawn from the learner's Record of Achievement.
- c. The BCITO is responsible for moderation of the assessments.

Rights and Responsibilities

1. The BCITO will:

- a. Provide assistance with the administrative processes and work placement (if appropriate) for Gateway students and provide advice about career pathways in the construction industry.
- b. Conduct on-site visits to support and guide Students towards achieving the Gateway programme, and perform associated assessments.
- c. Undertake its obligations under this agreement subject to receipt of the payment of fees and costs referred to in this agreement.
- d. Provide certificates to recognise successful completion of Gateway programmes.

2. The School will:

- a. Pay the fees and cost of the applicable BCITO Gateway package as noted in this agreement.
- b. Ensure that there is a Health and Safety programme to cover the safety of the students while on site for work-based training.
- c. Provide the student with the required on-site personal safety equipment and basic tools.
- d. Source an appropriate employer for the Student's work placements.

- e. Ensure the student has sufficient days in the workplace to achieve the objectives of the structured workplace learning and assessment programme.
3. BCITO expects that the Employer providing on-job training will:
- a. Be an independent contractor and not an agent or employee of the School.
 - b. Be responsible for meeting all obligations of an Employer or Principal under the Health and Safety at Work Act 2015, its subsequent amendments, the Human Rights Act 1993, and any other relevant statute, regulation or bylaw.
 - c. Deliver the workplace learning required and provide sufficient scope of work for the Student to achieve the requirements of the BCITO Gateway programme.
 - d. Promptly inform the School of any matters arising that could affect the delivery of the workplace learning.
 - e. Provide a learning environment that recognises the interests and welfare of the Student.
4. The Student will:
- a. Follow the Employer's reasonable instructions.
 - b. Use all tools, equipment, safety equipment and clothing issued to the Student in a safe and responsible manner.
 - c. Behave in such a way that neither the Student nor other people are put at risk by the Student's actions.
 - d. Keep records of the work undertaken while on work experience and working towards the achievement of unit standards detailed in the BCITO Gateway package.
5. Transfers and refunds
- a. For the purposes of this section, the MoU is considered active once received and processed by BCITO.
 - b. BCITO will reimburse fees for any Student who withdraws within 30 days of this MoU becoming active, minus 20% administration costs.
 - c. BCITO will not permit transferring the support (and assessment) to another student after 60 days of this MoU becoming active.
 - d. Should a school or Gateway Co-ordinator consider there are circumstances where a Student(s) should be exempt from clauses 5b or 5c, they are to email a request for exemption to bcats@bcito.org.nz for consideration. The request should explain the circumstances and reason(s) why they believe an exemption is warranted. BCITO's decision will be final.
6. Disputes and Termination of the Agreement
- a. Parties agree to act in good faith.
 - b. Should a dispute arise, the parties to this agreement will undertake to meet and/or communicate to resolve it and may proceed to mediation or arbitration.
 - c. Either the School or BCITO may terminate this agreement forthwith if the workplace learning is not being delivered to either Parties' satisfaction and/or the welfare and interests of participating Students are not being met.