



Training Agreement

Name of Programme	Qualification Number and Version

[F/O please provide a Programme Schedule to the apprentice/trainee]

A. Employer Information

Company name			
Trading as (if applicable)			
Street Address Suburb Town/City			
Postal address <i>(if different from above)</i>			
Main Contact Name <i>(first and last name)</i>		Email	DDI
Company Trainer Name <i>(first and last name)</i>		Email	DDI

B. Apprentice/Trainees Information

[State your full LEGAL name as it appears on your birth certificate or passport.]

First Name		Middle name	
Surname			
Preferred name			

[If you have changed your name by marriage, civil union, deed poll, or statutory declaration, you may be registered with New Zealand and attach verified copies Qualifications Authority under your previous name. Please state your previous name(s) and attach verified documents.]

Previous full legal name					
Gender	Male		Female		Gender diverse
Date of Birth			NZQA NSN number		
If under 16 at time of signing – supply an MoE exemption number					

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Street Address		Suburb	
Town/City		Postcode	
Mobile		E-mail	

1. Ethnicity

(tick the ethnic group that you belong to for statistical purposes)

NZ Maori*		Chinese		Greek	
NZ European/Pākeha		Korean		Indian	
British/Irish		Japanese		Italian	
Samoan		Vietnamese		Latin American	
Tongan		African		Middle Eastern	
Niuean		Filipino		Polish	
Fijian		German		Dutch	
Australian		Cambodian		Other Asian	
Tokelauan		Other - Pasifika		Other Southeast Asian	
Cook Island Māori		Sri Lankan		Other	
* Iwi : If you selected NZ Maori above please state the name(s) of your iwi. <i>(This information will be shared with your iwi, if stated).</i>					
I don't know				I don't identify with iwi	

2. Education

Last Secondary school attended in NZ	
Last year at NZ secondary school	
If you attended school in another country. Specify the country	
If English is not your main language – what is it?	

Highest secondary school qualification achieved (tick one)

No formal secondary school qualification	
14 or more credits at Level 1	
NCEA Level 1 or School Certificate	
NCEA Level 2 or 6th Form Certificate	
NCEA Level 3 - Bursary or Scholarship	
University Entrance	
Overseas qualification (please specify below)	

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Highest tertiary qualification achieved (tick one)

No Qualification	
Certificate if yes which level	
Diploma if yes which level?	
Bachelor Degree	
Master's Degree	
Post graduate Diploma/Certificate, Bachelor Honours	
Doctorate	

3. Previous employment or activity

[Please select your occupation or activity before you started with this employer]

Secondary School Student		Wage or salary worker	
Polytechnic Student		Self employed	
Private Training Establishment Student		Non-employed or beneficiary	
College of Education Student		House person or retired	
Wananga Student		Overseas	
University Student			
Other (please provide details)			

4. Learning Skills Assessment

[Your training will contain knowledge and skill assessment that may include numeracy and literacy]

Have you completed literacy or numeracy assessments	Yes		No	
If yes, please specify				
Do you have a difficulty that may affect your ability to learn?	Yes		No	
If yes, please specify				

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5. Trainee / Apprentice Proof of Identity

[If you hold a NZ passport or current NZ FULL drivers' license issued after 1998 please provide the number below, you do not need to provide a copy. Passports must not be expired for more than 2 years.]

Birth Certificate Unique Identifier Number (if issued after 1998)		
NZ Passport Number (if issued after 1998)		Expiry date
NZ FULL drivers' license Number (current)		

[Note: A verified document is a copy signed as a true and accurate copy of the original. This can be verified by NZMAC ITO staff, Justice of the Peace, NZ Police. Documents must be verified prior to being posted or scanned to NZMAC ITO.

NZ OR Overseas passports must not be expired for more than 2 years and must not have been cancelled. Australian passports do not require visas. Photo ID accepted is NZ or overseas driver's licenses, 18+ card and NZ student ID.]

6. Residency and Citizenship (Please tick one and complete Visa details of other is selected)

NZ Citizen		Australian Citizen	
New Zealand Citizen – Overseas born		Australian Permanent Resident	
NZ Permanent Resident		Other (fill out Visa below)	
		Work Visa Expiry Date	

7. Qualification/Programme Schedule

The Apprenticeship/Traineeship specified the programme schedule shall commence on

Commencement date < _____ >

(or at a time when all documentation is completed by the trainee/apprentice/employer)

Projected Completion date is < _____ > month/year>.

(If you have completed relevant training prior to your commencement date this may affect the projected completion date. Your Field Officer will confirm the completion date with you.)

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Declaration

Ensure you attach the Programme Schedule to this training agreement with the payment (if applicable) also completed so your application can be processed. If they are not attached your application will be returned to you for completion.

Signed for and on behalf of the employer

I confirm the trainee/apprentice has a current employment agreement (this can include a self-employment contract of service) or volunteer/unpaid agreement. I confirm that I have the right to sign this training agreement on behalf of the employer.

Name		
Signature		Date

Signed by the apprentice/trainee

By signing this training agreement, I confirm I have read, understood to the terms and conditions of this training agreement. I confirm that the information provided is true and correct and that I have the legal right to work in New Zealand during the length of the employment agreement (this can include a self-employment contract of service or volunteer/unpaid agreement).

Trainee/Apprentice Signature		Date
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TERMS AND CONDITIONS

(pursuant to the Industry Training Act 1992)

1 BACKGROUND

1.1

This training agreement ("TA") sets out the obligations of the trainee/apprentice and the employer employment arising from the Industry Training and Apprenticeships Act 1992 ("the Act"). It forms part of the employment agreement between the employer and the trainee/apprentice

2 The EMPLOYER and the APPRENTICE/TRAINEE agree as follows:

2.1 Nature of the Apprenticeship/Traineeship.

This Agreement relates to an Apprenticeship/Traineeship in the New Zealand Marine or the Composites Manufacturing Industry. The provisions of the NZMAC ITO Requirements ("the Training Requirements") and any amendments thereto, and the provisions of the Act shall be incorporated into and form part of this Agreement.

2.2 *The official completion date of the training shall be the date of the last unit assessed in order for the NZQA to officially recognize and approve the awarding of the qualification.*

2.3 Employer to Train Trainee/Apprentice

The Employer shall provide training to the Trainee/Apprentice in accordance with the requirements of the Apprenticeship/Traineeship. Where training cannot be provided on-job, the Employer agrees to release the Trainee/Apprentice to attend off-job training courses in order to complete his/her apprenticeship/traineeship.

2.4 Trainee/Apprentice to Learn Industry Skills

The Trainee/Apprentice shall to the best of his or her ability learn the skills in the qualification and meet all of the requirements of the Apprenticeship/Traineeship as set out in Schedule One of this Agreement.

2.5 Termination (Withdrawal from Training)

This Agreement may be terminated prior to the completion of the Apprenticeship/Traineeship by either party giving notice to the other of termination in accordance with the Employment Contract.

To terminate this Agreement, a "Withdrawal Notice" must be completed by the Employer and the Trainee/Apprentice and provided to the NZMAC ITO within seven days. The reason for the termination must be stated on the "Withdrawal Notice."

2.6 NZMAC ITO Recognition

Recognition of this Agreement by the NZMAC ITO is subject to the Trainee/Apprentice satisfactorily achieving seventy five (75) credits per year.

The Parties acknowledge that, where the Trainee/Apprentice fails to achieve the required minimum number of credits per year, due either to the Trainee/Apprentice's or the Employer's acts or omissions, then the NZMAC ITO may, after due consideration and consultation with the Parties and in accordance with NZMAC ITO procedures, cease to recognise this Agreement.

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2.7 Assistance

The Parties to this Agreement may seek assistance and advice of NZ Marine and Composites ITO on any matter affecting this agreement or the training relationship between the Parties.

2.8 Employment Relations Act 2000

Nothing in this Agreement shall detract from or otherwise affect the operation of the provisions of the Employment Relations Act relating to personal grievances or to the enforcement of the Employment Contract generally.

2.9 Sharing of Information

In signing this agreement the Trainee/Apprentice authorises NZMAC ITO, Employer, and training providers to collect information about the Trainee/Apprentice and to disclose this information to the New Zealand Qualifications Authority (NZQA), the Tertiary Education Commission (TEC), Training Providers and Industry Training Organisations (ITOs) that is necessary for any lawful purpose connected with the Trainee/Apprentice's training.

2.10 Intellectual Property of Training Delivery and Assessment Resources

In signing this agreement, the Employer and the Trainee/Apprentice agree that the training delivery and assessment resources will not be given or sold either in part or in full, to any other apprentice/trainee, employer or third party either within New Zealand or overseas.

The purchase of assessment resources either by download from "RudderLive", "Rudder2", or in hard copy format, is provided for the sole purpose of the individually registered Trainee/Apprentice as specified in this Training Agreement.

By signing this agreement, it is acknowledged by the Employer and the Trainee/Apprentice that the study notes are subject to copyright and intellectual property provisions and as such, the NZ Marine and Composites ITO maintains the legal right to instigate legal action against any Employer or Trainee/Apprentice who is considered to be in breach of the copyright and intellectual property provisions.

2.11 Publicity of Achievement

In signing this agreement, the Trainee/Apprentice authorises the Employer and the NZMAC ITO to publicise the Trainee/Apprentice's name and applicable achievement of NZMAC ITO qualifications.

2.12 Payment of Training Fees

This section and section 2.13 (conditions of payment) may not be applicable if an apprentice is eligible for "Fees Free" for up to a maximum of 2 years.

The NZ Marine and Composites ITO recommends that the Employer enters into an "Apprentice Self-funding Model" arrangement with the Trainee/Apprentice before the signing of this Agreement. This arrangement requires the Trainee/Apprentice to make weekly or fortnightly contributions to the Employer to cover the un-subsidized training costs over the full term of the apprenticeship.

In signing this agreement, the Employer agrees to be liable for the payment of all invoices issued by the NZ Marine and Composites ITO in relation to all training cost components consisting of training administration fees, off-job training fees, training delivery and assessment resource fees (study notes) and qualification completion fees.

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Subject to Employment Agreement negotiations, the Employer may negotiate an arrangement separate to the recommended "Apprentice Self-funding Model," whereby the Employer negotiates to pay full or partial components of the fees. All such agreements must be in writing and agreed to and signed by both parties.

The Employer and the Trainee/Apprentice will settle all training costs in the event of a withdrawal from training or at the completion of the registered training.

As from 1 September 2018 for all new registrations, all admin fees will be charged out on a pro-rata basis.

2.13 Conditions of Payment

NZ Marine and Composites ITO will refund your payment (less a 20% administration fee) if your training is discontinued within the 30 days of signing the Training Agreement.

NZ Marine and Composites ITO reserves the right to cancel a Training Agreement, or defer the completion, until fees are paid in full.

2.14 Agreement to be sent to NZ Marine and Composites ITO

The Employer shall, within 28 days of signing this Agreement, forward this agreement to the NZMAC ITO for registration.

2.15 Over-durations

As from 1 January 2019 over-durations – that is apprentices/trainees that have not completed the Qualification or Certificate by the nominated programme completion in the TA, will be given a 3 month grace period at no charge. After this period ends, a charge of \$250.00 (GST incl) will be incurred by the Employer for every quarter-year period of the Over-duration.

NZMAC ITO Office Use Only

Field Officer	
Incomplete training agreement	Returned to
	On
Date Agreement Received	
TEC Fees Free eligibility (yes/no/maybe)	
Date hardcopy/ITMS database file created	
ITMS Reg. Number	
Apprentice/Trainee	
New Zealand Apprenticeship	

Comments:

NZMAC ITO P.O. Box 90448 Victoria Street West Auckland 1142	NZMAC ITO P.O. Box 90448 Victoria Street West Auckland 1142

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