

Memorandum of Understanding

Approved Apprenticeship Employer

MEMORANDUM OF UNDERSTANDING

Approved Employer / FIT MoU

Revision History

Rev

- 01 Document created December 2016
- 02 Inclusion of Cybersecurity Apprenticeship Nov 2018
- 03 Sec 14 Data Protection addition 2021
- 04 Update to include Employer Conditions in Appendix 2022
- 05 Update to wording in Section 1 2025

1. Purpose

This document provides the basis for a collaborative agreement between FIT (as the Coordinating Provider) and the Approved Employer, for the purpose of providing the on-the-job learning experiences associated with the Apprenticeship programme(s) in a manner that maximizes the opportunity for the Apprentice to achieve the intended programme and module learning outcomes.

2. Parties to this Agreement

The parties to which this MoU/agreement applies are:

2.1 FIT CLG. (ICT Apprenticeship Coordinating Provider).

7A Bellevue Industrial Estate, Glasnevin, Dublin 11.

Mobile: +353-(0)868234006

Tel: +353-(1) 882-5570

Web: www.fit.ie

Contact Name: Andrew Finn (Apprenticeship Programme Director)

e-Mail: andrewfinn@fit.ie

2.2 Approved Employer Name:

Address:

Tel:

Web:

Apprenticeship Programme Contact Name:

e-Mail:

3. Authority and Accountability	
3.1	The responsibilities of the Coordinating Provider in collaboration with and on behalf of a given consortium are exercised within a context in which the roles of state organisations co-exist. For example, in statutory matters relating to Apprenticeships, this context is SOLAS and the National Apprenticeship Office, and in matters of Quality Assurance, the context is Quality and Qualifications Ireland.
3.2	This implementation of this MoU (Memorandum of Understanding) is an obligation on the Coordinating Provider (FIT CLG.), occasioned by the recommendations of the QQI Topic Specific Quality Assurance (QA) Guidelines (Apprenticeship Programmes). Consequently, responsibility for the development, maintenance, and compliance with the agreement rests with FIT.
4. Scope of the Agreement	
<p>This MoU applies to the provision of on-the-job training in respect of all ICT Apprenticeship training where FIT is the national coordinating entity.</p> <p>On-the-job training refers to the implementation and monitoring by the Approved Employer of a holistic workplace environment which is fit for purpose in all aspects of workplace training provision including, but not restricted to:</p> <ul style="list-style-type: none"> 4.1 Mentored on-the-job training (including guidance & feedback). 4.2 Appropriate/relevant assignments/learning experiences. 4.3 Health and safety. 4.4 Equality (incl. Reasonable Accommodation). 4.5 Pastoral care. 	
5. Jurisdiction of the Agreement	
This MoU applies to Apprenticeships delivered in the Republic of Ireland and governed by Irish Statute.	
6. Agreement commencement, review and renewal	
This MoU will commence as of the date of signature by both parties. Both parties will review the MoU every five years, and the agreement will remain in place indefinitely by mutual consent.	
7. Suspending the Agreement	
A requirement to suspend the MoU may arise where either party is temporarily unable to fulfil the obligations outlined in the agreement. In such circumstances, the MoU may be suspended by mutual agreement for a specified period or until the limiting condition(s) have been satisfactorily addressed. Any such suspension must be executed to minimize interruption to the Apprentices.	

8. Amending the Agreement	
The provisions of the MoU may be amended as noted in <i>Sections 8.1, 8.2, and 8.3.</i>	
8.1	The obligations specified in the “Approved Employer Conditions (FIT – AEC – 001)” (see below) may be modified to reflect required changes/best practices. This will not require the MOU to be resigned.
8.2	The obligations specified in the “Coordinating Provider Terms of Reference (FIT-TOR-002)” (see below) may be modified to reflect required changes/best practices. This will not require the MOU to be resigned.
8.3	Any other changes to the MOU, including (but not restricted to) the purpose, authority, scope etc. will require that both parties resign the MOU.
9. Dispute Resolution	
If there are differences of opinion between the parties to this agreement in relation to the interpretation/potential breaches of the agreement, both parties must work together to seek a mutually acceptable resolution to the dispute. Alternatively, if a resolution cannot be agreed upon, then both parties should agree on the appointment of an independent adjudicator. Both parties will also need to agree on whether adjudication will be binding or not.	
10. Withdrawing from the Agreement	
Either party may withdraw from the Agreement subject to the conditions noted in <i>Sections 10.1, 10.2, and 10.3.</i>	
10.1	The withdrawing party must provide written notification to the other party of their intent to withdraw a minimum of three months prior to the date of the proposed withdrawal.
10.2	Both parties must cooperate fully in protecting the interests of the programme participants and the programme.
10.3	In exceptional circumstances, the Agreement may be dissolved by mutual consent without a notice period, but the Coordinating Provider and the Approved Employer must sign a mutual confirmation of dissolution, which the Coordinating Provider will record.
11. Obligations on the Approved Employer	
The obligations on the Approved Employer to fulfil their responsibilities to the programme are defined in the Approved Employer Conditions, which are noted in the APPENDIX for convenience. Accordingly, non-compliance with Approved Employer Conditions may be considered grounds for termination of the Agreement.	

12. Obligations on the Coordinating Provider	
The obligations on Coordinating Provider are defined in the Terms of Reference for the Coordinating Provider.	
13. Data Protection	
The FIT Data Protection Policy and Privacy Statement are available on the FIT website. All Data Subjects' information processed by FIT is managed in a lawful manner and in accordance with the relevant Data Protection Acts, including The General Data Protection Regulation (GDPR). Data collected may include first name, surname, email, academic qualifications, and certificates of achievement of named Workplace Mentors and placed Apprentices. This information will be supplied on a need-to-know basis to other organisations, including SOLAS and the participating Approved Delivery Partner/Education and Training Boards. FIT will also provide your organisation with information/personal data regarding the progression of apprentices registered to your organisation. FIT undertakes to maintain personal data in secure conditions with appropriate technical and organisational measures to protect it from unauthorised access or use. FIT will retain personal data for review, audit, and ongoing administration as per the FIT Data Retention Schedule. Data Subject rights, including the right to erasure/rectification, are outlined in the FIT Data Protection and Privacy Statement. If you have any queries regarding how FIT processes personal data, which are not outlined in the FIT Data Protection Policy and Privacy Statement, please get in touch with the FIT Registrar.	
14. Signatures	
Approved Employer	
Senior Employer Representative	
Name (Block Capitals)	
Signature	
Date	
Coordinating Provider	
Apprenticeship Programme Director	
Name (Block Capitals)	
Signature	
Date	

APPENDIX

<i>Approved Employer Conditions Apprenticeship</i>	
1. Purpose of this Document	
The purpose of this document is to specify the conditions that Approved Employers must meet to maintain their approved status with FIT CLG. to provide workplace training for the ICT Apprenticeship(s). This is a complementary document to the Memorandum of Understanding between FIT CLG. and the Approved Employer (Apprenticeship).	
2. Provision of a Programme Coordinator	
2.1	An Apprenticeship Programme Coordinator will be assigned as a single contact point to the Coordinating Provider. The Coordinator will facilitate requests for information or correspondence/interaction with Apprentices or employer representatives. Note: The Coordinator may be the mentor assigned to the Apprentice(s).
3. Apprentice Induction	
3.1	An organisation Induction Briefing is provided for all Apprentices at the commencement of the programme.
3.11	Apprentices are provided with full details of their work environment (Health & Safety provisions, dress code, organizational rules, payment details, contact information, facilities information etc.)
3.12	Assigned Mentors are fully aware of the Apprenticeship Programme's work-based learning requirements and can provide learners with support and guidance in achieving them.
3.13	The Apprentice is offered advice on resource materials for their work-based learning.
3.2	Apprentice access to the Apprenticeship Coordinating Provider is facilitated.
3.3	Apprentices are recognised as members of a Community of Practice related to their chosen discipline.
4. Information to Apprentices	
4.1	All Apprentices are provided with comprehensive, accurate and timely information. This includes, but is not limited to: <ul style="list-style-type: none"> I. Terms and Conditions of Employment. II. The workplace learning syllabus. III. Details of assessment methodologies. IV. Reporting requirements. V. Progression opportunities within the organization (if any). VI. Details of the Complaints and Appeals Procedures. VII. Details of Equality Policy. VIII. Details of Reasonable Accommodation provisions (if any). IX. Timetables. X. Contact information for further support inter alia.
5. Health and Safety	
5.1	A Health and Safety policy and associated procedures are in place to ensure that the environment for all programme participants is fit for purpose and consistent with statutory regulations and guidelines.

6. Pastoral Care	
6.1	Each Apprentice will have a named workplace mentor assigned to monitor the academic, physical and mental well-being of the Apprentice during the programme.
6.2	The mentor will alert the apprentice to underperformance issues (academic, attendance, conduct etc.)
6.3	The mentor will counsel the learner should they fail any assessment.
7. Legal Protections and Indemnity	
7.1	The Apprentice(s) are covered by the same legal rights, protections, and recourses, as any other employee of the Approved Employer.
7.2	The Approved Training Delivery Partner indemnifies the Coordinating Provider from any legal liability arising from deficiencies in the provision of on-the-job training provision that is directly attributable to the Approved Employer.
7.3	The Approved Employer agrees to keep the Coordinating Provider fully informed about all aspects of any such deficiency event.
8. Financial Viability	
8.1	The approved employer has the financial resources to provide a suitable workplace learning environment consistent with the validated programme and Approved Partner Conditions.
9. Programme Provision	
9.1	An up-to-date structured workplace learning plan is in place for each module and communicated to learners regularly.
9.2	One-to-one support on technical content is available to Apprentices.
9.3	Regular real-world assignments are set, reviewed, and returned promptly with constructive comments on content and style.
9.4	Apprentices will be facilitated to achieve the workplace module learning outcomes as a priority. They will not be regularly asked to perform tasks that bear no reasonable relationship to the programme and are likely to detract from their gainful learning experience.
10. Programme Validation	
10.1	The employer will participate fully in the programme review/accreditation/validation process required by the apprenticeship awarding body and comply with any conditions attached to review/accreditation/validation activities.
11. Programme Cessation	
11.1	A programme cessation procedure is in place to deal with the exceptional circumstance in which workplace training at the organisation cannot continue for any reason. In addition, provisions are in place for an emergency and controlled cessation scenario. The employer will work with the Coordinating Provider to achieve this.
12. Workplace Mentors	
12.1	Mentors are knowledgeable and experienced in their chosen field and hold appropriate qualifications.
12.2	Sufficient mentors will be provided to support the programme in a manner that affords the Apprentices appropriate opportunities to achieve the programme learning outcomes.

12.3	Measures are in place to ensure that in the event of mentor absence or long-term unavailability, replacement mentors of equivalent capability and capacity are appointed in a timely manner.
12.4	Mentors will ensure they are up-to-date with all relevant course materials, e.g., syllabus, course materials, assessment guidance, etc.
12.5	Mentors will be facilitated to attend any programme/assessment training, briefings, or review meetings as required by the Apprenticeship Coordinating Provider.
12.6	Measures are in place to monitor mentors' performance systematically, including procedures to detect and address underperformance.
12.7	Mentors will be encouraged and facilitated to maintain communication links with off-the-job mentors regarding pastoral or instructional matters concerning the Apprentice(s).
13. Facilities and Programme Resources	
13.1	There are permanent premises for workplace learning.
13.2	Premises are fit for purpose and well maintained.
13.3	Premises and facilities are appropriate for the types of a module offered and their mode of delivery.
13.4	Apprentices have access to modern IT equipment, including web access, while working on-premises or <u>remotely</u> .
14. Feedback	
14.1	There is a defined feedback mechanism that allows learners to provide feedback on any aspect of the programme delivery (administration, mentors, facilities).
14.2	There is a defined feedback mechanism that allows mentors to provide feedback on any aspect of the programme delivery (administration, learners, facilities, supports, courseware, syllabus, assessment etc.)
14.3	Feedback is solicited, recorded, and collated. Reporting is provided to FIT according to an agreed schedule.
15. Complaints and Appeals	
15.1	Any complaints or appeals are advised to the Coordinating Provider as soon as they are received.
16. Programme Delivery Review and Monitoring	
16.1	A programme delivery review system is in place to ensure that the quality of the training provision is constantly monitored and improved. Improvements may relate to facilities, equipment, learning aids, instructional provision, timetabling etc. Programme Improvement Plans are generated and shared with FIT.
16.2	The Approved Employer will facilitate up to three online meetings between the FIT Workplace Learning Officer, Apprentice, and Workplace Mentor each year the Apprentice is active on a programme and in the employment of the Approved Employer. This process enables FIT to monitor and ascertain that timely progress is being maintained in off-the-job programme elements and that the Approved Employer is meeting its Conditions of Compliance on an ongoing basis. In instances where the Workplace Learning Officer suspects that an Approved Employer is not meeting their conditions of Compliance, they will first seek rectification with the Approved Employer. If no resolution is forthcoming, the Workplace Learning Officer will escalate the issue to the FIT Registrar, who will engage on the matter with the employer representative who was a signatory to the MoU.

17. Information Storage

17.1	<p>Secure systems are in place which records all relevant information about learners and their progress through the programme. These include but are not restricted to, contact information, attendance and retention records, and complaints/appeals (if any).</p> <p>Secure systems are in place which records all relevant information about mentors. This includes but is not restricted to CV's, certificates of qualifications, and records of continuous professional development. Records will be available to FIT during scheduled reviews or on ad-hoc requests.</p>
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