



# **UK ASBESTOS TRAINING ASSOCIATION**

## **GUIDANCE**

### **ADDITIONAL COURSE NEW APPLICATION**

### **ASBESTOS AWARENESS E-LEARNING**

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**ADDITIONAL COURSE – ASBESTOS AWARENESS E-LEARNING**  
**NEW APPLICATION GUIDANCE**

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## DEFINITIONS

In this Guidance Document, unless the context otherwise requires:

**Additional Course** means a UKATA course available from the Portfolio of Additional Course Syllabi;

**Audit** means an objective examination and evaluation of an asbestos training course by an Auditor engaged by UKATA;

**Certificate Generator** means the online software owned by UKATA which Members must use to generate certificates for all UKATA approved asbestos training;

**Developer** means a company or individual concerned with the software development process, including the design, programming and testing;

**E-Learning** means learning conducted via electronic media;

**E-Learning Platform** means a software application for the administration, documentation, tracking, reporting and delivery of asbestos awareness training;

**Fees** mean the fees payable by a Member relating to their Membership as described in their invoice sent by the Association, incorporating the fees as more particularly described in the Fee Schedule;

**File Handler** means the designated Member of the UKATA operational team who supports the individual Member;

**General Manager** means the General Manager of the Association or any other person appointed to perform the duties of the General Manager;

**Guidance** means codes of practice or other recommendation made by the Association which are supplemental to the Rules, but in the event of any conflict between the Guidance and the Rules, the Rules take precedence;

**HSE** means the Health and Safety Executive;

**Live API Key** means a live code provided to the Member for the automatic generation of certificates within a live environment on the Certificate Generator using an application programming interface;

**Learning Management System (“LMS”)** means a software application for the administration, documentation, tracking, reporting and delivery of asbestos awareness training.

**Member** means an organisation, company, individual who has satisfied the criteria of membership;

**Policy or Policies** means a document which contains the Association’s approach and requirements regarding the Rules;

**Quality Management** mean Audits conducted by UKATA at regular intervals throughout the term of E-Learning approval;

**Sanctions** means the Sanctions which may be applied by the Association in the event of a breach of the Rules by a Member, which may include suspension from the Certificate Generator, suspension from membership or termination;

**Specification Document** means a formal document which sets out the compulsory requirements in terms of capabilities, appearance and interactions with users for a product or service;

**Syllabus** or **Syllabi** means a document that communicates course information and defines expectations and responsibilities;

**Test API Key** means a test code provided to the Member for the automatic generation of certificates within a test environment on the Certificate Generator using an application programming interface;

**UKATA** means UK Asbestos Training Association Limited;

**Verification** means the process of verifying that training has met the requirements of the relevant standards, Syllabi, Guidance and appropriate Specification Documents.

**Verifier** means an appointed individual responsible for evaluating training materials to ensure compliance with the relevant Syllabi.

## INTRODUCTION

1. UKATA provides the opportunity for Members to apply for approval of an Additional Course from the [Portfolio of Additional Course Syllabi](#) available.
2. Members must comply with the relevant application process, course Syllabi, Policies, Guidance and appropriate Specification Documents in order to gain and retain the Additional Course approval. Failure to meet these requirements may result in the Additional Course being withdrawn from the Member.

## SPECIFICATION DOCUMENTS

3. This application Guidance relates to the Asbestos Awareness Syllabus and the Asbestos Awareness E-Learning Specification Document. The latest Syllabus and Specification Document can be found on the UKATA website, [www.ukata.org.uk/resources-area/](http://www.ukata.org.uk/resources-area/).

## FEES

4. This Additional Course will be subject to an Application Fee, Audit Fee and Registration Fee and thereafter subject to an Annual Quality Management Fee, Audit Fee and Annual Registration Fee in accordance with the [Fee Schedule](#).

## CRITERIA

5. A Member will not be permitted to apply for approval of, or continuation of, an Additional Course if they are subject to Sanctions.

## APPLICATION

6. Before completing a new application for this Additional Course, Members must have read and understood the UKATA [Rules of Membership](#).
7. Members must complete the [Asbestos Awareness E-Learning New Application](#) form and upload the relevant information.
8. Upon submitting your application, an invoice will be raised for payment in accordance with the terms stated on the invoice.
9. Upon receipt of payment, the Member's File Handler shall review the submission to ensure all details and documents are correct to proceed to Verification. UKATA will not be responsible for any delays caused by inaccuracies on the application. It is the Member's responsibility to ensure that all information and documents are accurate.
10. Upon receipt of payment the Member will have six months to complete the application process:
  - a) Members who withdraw their application within six months will be deemed to have failed the application process and the application will be archived. The Application Fee is non-refundable; however, the Audit Fee will be refundable if no Audit has taken place;

- b) Members who fail to complete the application process within six months will be deemed to have failed the application process and the application will be archived. The Application Fee is non-refundable; however, the Audit Fee will be refundable if no Audit has been booked or taken place.

## **API (APPLICATION PROGRAMMING INTERFACE)**

11. Upon receipt of the application and payment of the relevant Fees due, the Member will be issued with a test account on the Certificate Generator, a Test API Key and instructions to enable automated certificates to be generated through the Certificate Generator.
12. The Test API Key and instructions should be treated as highly sensitive information and must only be shared by the Member with their Developer (detailed on the initial application form) following authorisation from UKATA. Failure to comply may result in Sanctions being applied to the Member's Membership.
13. If a Member is successful in gaining approval for this Additional Course, the test account will be closed and the Member will be provided with a Live API Key.

## **VERIFICATION**

14. Verifications shall be undertaken by a Verifier.
15. Online course materials and any accompanying documents received from the Member are submitted to the Verifier for Verification against the relevant Syllabi and Guidance.
16. Members will be entitled to two Verifications as part of their application Fees paid. For a third (and final) Verification or a post Audit Verification, additional Fees will apply in accordance with the [Fee Schedule](#).
17. A period of ten business days is required for the Verifier to assess the materials and confirm the outcome of the Verification.
18. The outcome of the Verification will be confirmed as a pass or fail.
  - a) Pass - the training materials have been approved as compliant with the relevant Syllabus and Guidance;
  - b) Fail – the training materials are not compliant with the relevant Syllabus and Guidance. Amendments are required in accordance with the Verifier's report and must be submitted for further Verification within five business days.
19. UKATA shall not accept any course materials that have been significantly changed beyond the scope of the required amendments outlined in the Verification report.
20. If the third Verification fails, the application will be placed on hold and referred to the General Manager for consideration and a response provided to the Member within five business days.

## FUNCTIONALITY AUDIT

21. The Audit shall be undertaken by UKATA against the Asbestos Awareness E-Learning Specification Document within twenty business days.
22. The Member shall be informed of the Audit outcome and provided with a copy of the Audit report.
23. The possible Audit outcomes are as follows:

**Pass:** The Audit has been accepted with no conditions and the Member is approved to deliver the Additional Course.

**Conditional:** The Audit is conditionally accepted providing specific conditions applied by UKATA are complied with.

Where conditions are applied, UKATA reserves the right to apply additional Fees and shall notify the Member on a case by case basis. UKATA shall provide the necessary guidance outlining how the conditions may be lifted.

**Fail:** The Audit has failed to meet the required standards. Conditions may be applied by UKATA and a further Audit is required.

Where conditions are applied, UKATA reserves the right to apply additional Fees and shall notify the Member on a case by case basis. UKATA shall provide the necessary guidance outlining how the conditions may be lifted.

If the further Audit fails this will be referred to the General Manager.

The Member will be responsible for the cost of a further Audit if required.

The Member has the right to appeal the decision of UKATA. The [Policy on Audit Appeals](#) refers.

## ADDITIONAL COURSE APPROVAL

24. An invoice shall be raised for the Additional Course Approval Fee and payment is required by the terms stated on the invoice.
25. The approval of the Additional Course shall not be confirmed until payment has been received and only when confirmed by UKATA. Approval will not be applied retrospectively.

## CONTINUING OBLIGATIONS

26. All Members must continue to uphold the standards set by UKATA for Additional Courses.

27. Training materials verified and approved by UKATA must be the training materials used when delivering UKATA training.
28. UKATA shall inform Members of any changes required to training materials which may include, but is not limited to:
  - a) Changes in HSE Regulations and supporting ACoP and Guidance;
  - b) Changes in epidemiology;
  - c) Changes to UKATA information slides or best practice guidelines;
  - d) Changes to the UKATA Syllabi or Specification Documents.
29. Subject to paragraph 28 above, course materials cannot be changed throughout the Additional Course approval period. Any change must be notified to UKATA and may be subject to a Verification Fee.
30. The Member must notify UKATA prior to any changes to their E-Learning Platform or Learning Management System ('LMS') as this will be subject to a further Audit. Costs associated with the further Audit shall be borne by the Member.
31. UKATA must be informed within a reasonable timeframe, about any maintenance work, including the dates and times the system will be under maintenance and not accessible.
32. UKATA reserves the right to request the resubmission of course materials and/or require an Audit of the course at any time. In such circumstances Fees may apply which will be borne by the Member.
33. All certificates must be produced automatically and always through the Certificate Generator via the Live API Key.
34. The Live API Key must not be displayed in the public domain or be visible to any persons other than the Member and a Member's Developer who has received express permission from UKATA.
35. The Live API Key must not be manipulated or altered in any way.
36. UKATA reserves the right to request that Members provide data from their E-Learning Platform or Learning Management System ("LMS") as evidence that robust controls are in place specifically in relation to paragraphs 53 and 54 of the Asbestos Awareness E-Learning Specification Document to maintain continuous quality management.
37. The Member shall provide the dates, times and location of their face to face training delivery at regular intervals as requested by UKATA. UKATA reserves the right to Audit any of the notified courses.
38. Quality Management Audits shall be conducted by UKATA at regular intervals throughout the term of E-Learning approval. If UKATA is of the opinion that the Audit so undertaken is less acceptable than the Audit upon which the current approval is based, then the Quality Management Audit supersedes the any previous Audit and the Additional Course application process shall be resurrected. Costs associated with that Additional Course application will be borne by the Member.