



# **UK ASBESTOS TRAINING ASSOCIATION**

## **GUIDANCE**

### **ADDITIONAL COURSE ANNUAL APPLICATION**

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

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**ADDITIONAL COURSE – ASBESTOS AWARENESS REFRESHER E-LEARNING**  
**ANNUAL APPLICATION GUIDANCE**

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## DEFINITIONS

In this Specification 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 refresher 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;

**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 refresher 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 Audit** 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;

**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.

## 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, Asbestos Awareness Refresher Syllabus and the Asbestos Awareness Refresher E-Learning Specification Document. The latest Syllabi 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 annual application will be 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.

## ANNUAL APPLICATION NOTIFICATION

6. UKATA shall notify the Member of the application requirements two months prior to the Member's Additional Course approval expiry date, accompanied by the relevant pro forma invoice.
7. The annual application form and supporting documents, as outlined in the notification email, must be received prior to the Member's Additional Course approval expiry date:
  - a) Members who fail to submit their application and supporting documents prior to the Additional Course approval expiry date will not be processed for annual Additional Course approval and their Additional Course approval will organically expire on the Additional Course approval expiry date;
  - b) Members who withdraw their application will be deemed to have failed the application process and their application will not be processed for annual approval.
8. Payment for the annual application, as outlined on the pro forma invoice, must be received in full with cleared funds prior to the Additional Course approval expiry date.
9. Members who fail to pay by the Additional Course approval expiry date will not be processed for annual approval and their Additional Course approval will organically expire on their Additional Course approval expiry date.

10. The Member's File Handler shall review the submission to ensure all details and documents are correct. 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.

## **FUNCTIONALITY AUDIT**

11. The Audit shall be undertaken by UKATA against the Asbestos Awareness Refresher E-Learning Specification Document within twenty business days.
12. The Member shall be informed of the Audit outcome and provided with a copy of the Audit report.
13. If the Audit fails to meet the required standards, Sanctions shall be applied. Where Sanctions are applied, UKATA will provide the necessary guidance outlining how the Sanctions may be lifted or in the case of a material breach, may result in termination of the Additional Course approval.
14. The Member has the right to appeal the decision of UKATA. The [Policy on Audit Appeals](#) refers.

## **ANNUAL APPLICATION APPROVAL**

15. Confirmation shall be sent by UKATA once the Member has successfully completed the annual application process for Additional Course approval.

## **CONTINUING OBLIGATIONS**

16. All Members must continue to uphold the standards set by UKATA for Additional Courses.
17. Training materials verified and approved by UKATA must be the training materials used when delivering UKATA training.
18. 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.
19. Subject to paragraph 18 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.
20. 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.
21. 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 shall be borne by the Member.

22. All certificates must be produced automatically and always through the Certificate Generator via the Live API Key.
23. 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.
24. The Live API Key must not be manipulated or altered in any way.
25. 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 62 and 63 of the Asbestos Awareness Refresher E-Learning Specification Document to maintain continuous quality management.
26. 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.
27. 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 random Audit supersedes the initial Audit and the Additional Course application process shall be resurrected. Costs associated with that Additional Course application will be borne by the Member.