

# Rail Training Assurance Scheme (RTAS) Rules V2.0

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## Document control

Version	Published	Approved
<b>RTAS Interim Rules</b>	January 2014	Assurance Organisation Network Rail
<b>RTAS Rules V1.0</b>	26 <sup>th</sup> April 2018	Assurance Organisation Network Rail
<b>RTAS Rules V2.0</b>	24 <sup>th</sup> August 2020	Assurance Organisation Network Rail

## Purpose and Scope

The purpose of the Rail Training Assurance Scheme (RTAS) is to ensure that a consistent high standard of training and assessment for specific safety critical railway skills is maintained across all organisations and Individuals providing training and assessment services.

This document, together with its appendices, outlines the rules and compulsory mechanisms for compliance that make up the RTAS together with the consequences of breaching those rules. This document is not designed to detail the core processes associated with the administration of the scheme.

The RTAS Rules are designed to regulate the delivery of rail training and associated Competences.

This document outlines the requirements for those providing training and assessment services to companies and individuals who conduct work on the Rail Managed Infrastructure (RMI) who are subject to Assurance by the Assurance Organisation. The RTAS Rules should be considered alongside all applicable Network Rail standards, policies and procedures.

The rules outlined in the RTAS are mandatory for all parties involved in the process.

The process for investigating suspected breaches of the RTAS Rules and the range of possible outcomes for such breaches, if proven, are also included in this document and its appendix, '*RTAS - Formal Review Procedures Appendix*'. The process for returning records to Network Rail are also included in this document and its appendix, '*RTAS - Assured Provider Records Transfer Appendix*'.

This document does not cover the rules associated with organisations undertaking the role of Sponsor, as defined below. All activities and roles associated with the role of Sponsor are detailed within the Sentinel Scheme Rules. This document also does not cover the rules associated with medical, drugs and alcohol (D&A) providers.

It is intended that all future changes to the RTAS Rules will involve consultation with those persons listed below, and subsequent approval from the approvers listed below prior to publication.

Approvers of changes to the RTAS Rules:

- Head of Network Rail Training, Network Rail
- CEO of the Assurance Organisation

The following parties are to be consulted on any future changes:

- Head of Training Governance & Assurance, Network Rail (Technical lead of RTAS Rules)
- Head of Workforce Safety, Network Rail
- Chief Operating Officer of the Assurance Organisation
- President of the Association of Railway Training Providers

Network Rail policies, standards, procedures and materials referred to throughout these rules, are not provided in this document. They are accessed through subscription arrangements to systems authorised, defined and communicated by Network Rail. If an organisation or Individual requires assistance in accessing any document outside of the RTAS Rules, it should contact the Assurance Organisation.

## Definitions

Term	Definition
<b>Acceptable Forms of Identification</b>	For British nationals, one of the following: a current and valid, branded form of identity token, used for accessing the RMI (such as a Sentinel Card); full driving licence; passport; biometric ID card; resident permit, as per Home Office guidance; or 'VailDate' card.  For non-British nationals, a current and valid passport is required <sup>1</sup> .
<b>Action Plan</b>	A written plan of action to be taken in order to remedy any areas which have not met the RTAS Rules, Premises & Facilities Specifications and/or Quality Assurance Framework following an Assurance Visit.
<b>AOD</b>	Auxiliary Operating Duties.
<b>Appellant</b>	An Assured Assessor, Assured Trainer, Assured Provider and/or Individuals whom is appealing a Formal Review Outcome.
<b>Approved Supplier Assurance Provider</b>	The organisation that provides Assurance Approval and audit arrangements for an organisation to be a Supplier of Services to the Rail Industry either as a Sponsor or a Non-Trackside Sponsor in line with the Sentinel Scheme Rules.
<b>Assurance Organisation</b>	A body identified by Network Rail to oversee the delivery of training related to RTAS.
<b>Assurance</b>	An accreditation which is awarded according to the RTAS Rules, Premises & Facilities Specifications, Quality Assurance Framework & Network Rail standards. This accreditation is required before certain activities, as detailed in the RTAS Rules, can be delivered by Assured Providers, Assured Trainers and Assured Assessors. The accreditation is awarded by the Assurance Organisation, in accordance with the assurance process set out in this document.
<b>Assurance Manager</b>	An employee of the Assurance Organisation who is responsible for undertaking quality assurance activities on behalf of Network Rail.
<b>Assurance Organisation on-line portal</b>	The online portal where all requests for Provider and Assured Individual changes are submitted and managed including transfers, deactivations, individual upskilling, provider scope and approved Practical Sites. This portal also hosts the Training Directory and Events Calendar.
<b>Assurance Visit</b>	A visit by the Assurance Organisation of an Assured Provider and/or Individual for the purposes of assessing the level of compliance with the RTAS Rules, Quality Assurance Framework and Network Rail standards.

<sup>1</sup> The following guidance is given by the Identity and Passport Service regarding the copying of passports: 'The Identity and Passport Service advises organisations who wish to retain a reproduction of the personal details in the passport, that they should obtain the consent of the individual to do so. They also advise organisations to retain a record of the consent and to store the passport details securely'.

Term	Definition
<b>Assured Assessor</b>	An assessor who has demonstrated that they meet the Assured Assessor criteria described in this document and who is approved by the Assurance Organisation on behalf of Network Rail to deliver one or more specific assessment events within the RTAS Rules.
<b>Assured Capabilities/ Assured Capability</b>	Individual Competence(s) where an Assured Trainer and/or Assured Assessor is approved to deliver and award competence to others. The Trainers and/or Assessor capabilities are listed on the Sentinel database.
<b>Assured Position</b>	An Assured Trainer and/or Assured Assessor.
<b>Assured Provider</b>	<p>An organisation which has been awarded Assurance by the Assurance Organisation.</p> <p>An Assured Provider should fulfil the following requirements:</p> <ul style="list-style-type: none"> <li>(i) meet the training organisation approval criteria;</li> <li>(ii) has all the tools, equipment, facilities and suitable access necessary to deliver specified training events;</li> <li>(iii) has been approved by the Assurance Organisation on behalf of Network Rail to deliver specified training event(s);</li> <li>(iv) (a) uses training and/or assessment materials to provide training and/or assessment services or where training/assessment materials are not available (b) adheres to Network Rail Competence Standards</li> <li>(v) ensures that they are operating in accordance with the RTAS Rules.</li> </ul>
<b>Assured Trainer</b>	A trainer who has demonstrated that they meet the Assured Trainer criteria described in this document and who has been approved by the Assurance Organisation on behalf of Network Rail to deliver one or more specific training events within the RTAS Rules.
<b>Breach</b>	An act of breaking or failing to observe a rule.
<b>Candidate</b>	An individual undertaking assessment.
<b>Change of Control</b>	<ul style="list-style-type: none"> <li>(i) The transfer of the majority of the shares in the Assured Provider; or</li> <li>(ii) where a person who controls an Assured Provider ceases to do so, or if another person acquires control of it.</li> </ul>
<b>Competence Standard(s)</b>	A description of what knowledge, skills and behaviours an individual who has been confirmed as competent can demonstrate, including the assessment criteria to confirm an individual as competent.

Term	Definition
<b>Competence(s)</b>	Qualifications which are awarded and maintained through training and assessment processes mandated by Network Rail which enable the Individual to undertake a particular activity.
<b>Conflict of Interest</b>	<p>A Conflict of Interest includes actual, potential or perceived conflicts of interest and/or duty. The following are examples of where a Conflict of Interest will arise:</p> <ol style="list-style-type: none"> <li>1. A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest;</li> <li>2. A situation in which a party's responsibility to a second-party limits its ability to properly discharge its responsibility to a third-party; and/or</li> <li>3. Where a person connected to an Individual stand to gain a benefit. A connected person can be a spouse, parents and grandparents, children and grand-children, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted, half, and step members can also be a connected person.</li> </ol>
<b>Contract of Sponsorship</b>	The formal relationship between an Individual and their Primary Sponsor. While similar in intent to a contract of employment, the Contract of Sponsorship relates only to the Sentinel Scheme and does not require or imply direct employment.
<b>Contravention</b>	The individual and/or provider did not follow the correct requirements.
<b>Core On-Line Exams</b>	The on-line exams that contain PTS, Lookout, COSS and PC.
<b>COSS</b>	Controller of Site Safety.
<b>Day(s)</b>	<p>Unless expressly stated as working days, days are calculated as <b>calendar</b> days and therefore include weekends and bank holidays. In computing days, the day on which the period begins is ignored. For example, if a requirement to provide notification within five (5) days of an event is mandated and the event is on 6 January, the deadline to provide notification will be on 1 January.</p> <p>Where a period would otherwise end on a weekend or bank holiday, that period will be deemed to expire on the next working day.</p>
<b>Delegate</b>	An individual undertaking training.
<b>Deliberate Breach</b>	An intentional act to operate outside of the RTAS Rules.
<b>Direction(s)</b>	A formal list of actions and activities which are required in Formal Review Appeals and Formal Review Appeal Hearings.

Term	Definition
<b>Electronic Signatures</b>	Symbols or other data in digital form attached to an electronically transmitted document as verification of the sender's intent to sign the document, such as a completed relevant tick box and/or electronic file of a handwritten signature.
<b>ES</b>	Engineering Supervisor.
<b>Events Calendar</b>	An on-line calendar hosted by the Assurance Organisation where Assured Providers share their delivery plans.
<b>Fair Culture Consequences Model</b>	Network Rail's process that identifies fair outcomes from a Formal Review.
<b>First-Time Observation</b>	Observation of a training/assessment event being delivered by a Trainer/Assessor under mentorship. The observation shall be undertaken by the Assurance Organisation.
<b>Formal Review</b>	The process of reviewing whether there has been an alleged or suspected breach of the RTAS Rules and the subsequent investigating activities undertaken by the Assurance Organisation, on behalf of Network Rail.
<b>Formal Review Appeal</b>	An appeal against a Formal Review Outcome. An appeal can only be brought where there is new evidence not presented during the Formal Review, and/or mitigating circumstances, and/or any other compelling reason which in the opinion of Network Rail justifies a Formal Review Appeal.
<b>Formal Review Appeal Hearing</b>	A hearing chaired by Network Rail, where a panel of individuals who were not involved in the Formal Review will review submissions and/or evidence presented by the Appellant and Assurance Organisation in challenging the Formal Review Outcome.
<b>Formal Review Outcome</b>	The formal decision made by Network Rail following the completion of a Formal Review.
<b>Formal Review Panel</b>	A panel constituted in accordance with, and for the purposes set out in, the Rail Training Assurance Scheme (RTAS) Formal Review Procedures.
<b>Guided Learning Hours [GLH]</b>	The minimum number of hours outlined within lesson plans, i.e. the duration that the training and/or assessment event is required to take in order to deliver a valid result. For these purposes, the duration of one day equates to six hours learning time.
<b>Guiding Mind</b>	A person within an Assured Provider's organisation that has material influence over a particular act, conduct, operation or activity. This includes but is not limited to Assured Positions, as well as positions which are not that of an Assured Position, such as a training manager, administrator, director and board member.

Term	Definition
<b>Individual(s)</b>	Any person(s) involved, or who has previously been involved, in an RTAS and/or Quality Assurance Framework activity, such as, but not limited to, a delegate, candidate, Assured Trainer, Assured Assessor, and training and management staff.
<b>Joining Instructions</b>	<p>A physical or digital document which outlines pertinent information regarding a training and/or assessment event, including information on the following aspects: These shall include:</p> <ul style="list-style-type: none"> <li>• Course title, date, starting and finishing times, duration, catering arrangements, location (map and directions), smoking policy and provision of proof of identity for the event (all of which are mandatory).</li> <li>• Confirmation that pre-requisite requirements related to specific Competences (derived from the relevant Network Rail Competence specific Standard, including age restrictions where these are stated) have been advised to Sponsors.</li> <li>• Personal Protective Equipment [PPE] and existing Competence certificates where applicable.</li> <li>• The requirements for: The Guide to Personal Track Safety / Rule Book (relevant modules) and Rule Book handbooks as stipulated by Network Rail.</li> <li>• The requirement for technical manuals and completed logbooks as stipulated by Network Rail are advised where this is appropriate for the planned event.</li> <li>• For recertification courses and/or assessments in relation to Competences where a work experience book/record shall be maintained, the relevant work experience book/record, showing the mandated minimum number of countersigned entries, is brought to the event.</li> <li>• Competence pre-requisites for the discipline being delivered, including literacy, numeracy, age and the formal process for identifying and providing reasonable adjustments before the event.</li> </ul>
<b>Lifesaving Rules</b>	Rules mandated by Network Rail to minimise the risk of death and serious injury. Compliance with the Lifesaving Rules is mandatory for all.
<b>Mistake</b>	An act or judgement that is misguided or wrong.
<b>Mistake caused by the system</b>	A mistake as a result of individual's and/or provider's inadequate information, policy, procedure, training, support, workload and/or equipment that may have contributed to an error.
<b>Multiple Occurrence Breach</b>	More than one act or omission, each of which is a breach of an RTAS Rule.
<b>Network Rail Approved Training and Assessment Materials</b>	Training and assessment materials approved and issued by Network Rail.

Term	Definition
<b>Network Rail Training Toolkit</b>	A Network Rail owned and maintained electronic repository of all mandatory and Network Rail Approved Training and Assessment material. The system also contains all briefing communications regarding changes to materials which every Assured Provider is mandated to use and remain up to date with its content.
<b>Non-Operational Trainer and Assessors</b>	An Assured Trainer and/or Assessor that is recorded in Sentinel as Non-Operational. This individual does not use their competence in an operational capacity.
<b>On-Line Exams</b>	Exams which an Assured Trainer and/or Assured Assessor is required to undertake annually in order to maintain Assurance for Competences.
<b>Operational Trainer and Assessors</b>	An Assured Trainer and/or Assessor that is recorded in Sentinel as Operational. This individual can use their competence in an operational capacity and completes all workplace assessments associated with the competences that they hold.
<b>PICOP</b>	Person in Charge of Possession.
<b>Poor judgement</b>	The individual and/or provider demonstrates poor risk awareness and/or understanding of the impact their actions have caused.
<b>Practical Site</b>	A site used to deliver practical training, that requires prior approval by the Assurance Organisation, to ensure that the location meets specific requirements to confirm competence as detailed in the inspection worksheets (applicable to On-Track Plant, OLEC and Track Induction). The full list of approved practical sites shall be held and maintained by the Assurance Organisation.
<b>Primary Sponsor</b>	The organisation that is accountable for maintaining the sponsorship arrangements with an Individual and for ensuring their continued Competence and fitness for work through a Contract of Sponsorship. Only Primary Sponsors are permitted to issue Sentinel Smart Cards or request their withdrawal.
<b>PTS</b>	Personal Track Safety.
<b>Quality Assurance Framework</b>	The document which details a series of quality statements which an Assured Provider shall follow and be reviewed and graded against by the Assurance Organisation.
<b>Rail Managed Infrastructure (RMI)</b>	Any asset or property belonging to Network Rail or utilised for the purpose of providing transportation by rail.
<b>Rail Training Assurance Scheme (RTAS)</b>	The assurance scheme operated by Network Rail for supply of training and assessment services.

Term	Definition
<b>Rail Training Assurance Scheme (RTAS) Rules</b>	The rules that govern RTAS which all participants involved must adhere to.
<b>Reckless Contravention</b>	Deliberate acts by an individual and/or provider who knowingly breaks the rules. They deliberately ignore safety procedures without thinking or caring about the consequences.
<b>Required Personal Information</b>	Personal information about an Individual which is required to be shared with their Sponsor in order to evidence their own personal identity and/or health and wellbeing which affects their day to day work.
<b>Responsible Manager</b>	An Individual identified by relevant policies, standards, procedures and materials as responsible for an associated decision, person or activity.
<b>Responsible Team within Network Rail</b>	A team within Network Rail which is responsible for safety and/or Assurance processes and is involved within the RTAS process and rules.
<b>Rule Book</b>	The formal series of operational railway rules which are in handbook format and mandated across RMI.
<b>Sabotage or Malicious Intention</b>	Deliberate acts of sabotage and/or malicious intention by an individual and/or provider, where the purpose was to cause disruption and in doing so putting life at risk.
<b>Sentinel Database</b>	The database which maintains records, including safety critical details of Individuals and organisations involved in working on RMI.
<b>Sentinel Scheme</b>	The Sentinel Scheme consists of the Sentinel Scheme Rules and the associated Sentinel Database which maintains records, including safety critical details of Individuals and organisations involved in working on RMI.
<b>Sentinel Scheme Administrator</b>	The third party contracted by Network Rail to administer the Sentinel Scheme, including management of the Sentinel Database, call centre operation and Sentinel Smart Card production.
<b>Sentinel Scheme Rules</b>	The rules that govern the Sentinel Scheme that all participants of the Sentinel Scheme must adhere to. These can be acquired from the Sentinel website.
<b>Sentinel Smart Card</b>	An identity card issued and controlled through the Sentinel Scheme.
<b>Slips and Lapses</b>	The individual and/or provider actions which did not proceed as documented/required.

Term	Definition
<b>Sole Trainer or Assessor</b>	An Assured Trainer and/or Assessor that delivers training and/or assessment under their own Assured Provider name and is the sole individual responsible for all Assured Provider and Assured Trainer and/or Assured Assessor RTAS requirements.
<b>Sponsor</b>	An organisation approved by Network Rail that establishes an agreement with an Individual for work on RMI.  The Sponsor is the organisation responsible for organising an Individual to work on RMI and can be a Primary Sponsor or a Sub Sponsor.
<b>Sub Sponsor</b>	An organisation that, with the permission of the Primary Sponsor, uses an Individual to work on their behalf.
<b>Suspension</b>	Removal of an Assured Provider or Individual's Assurance to deliver training and/or assessment events, and their entitlement to notify Competence on the Sentinel Database.
<b>Swiped In/Out</b>	The act of using the Sentinel Smart Card to electronically record within the Sentinel Database the date, time and location that an Individual accessed and egressed to and from premises subject to the Sentinel Scheme.
<b>SWP</b>	Safe Work Pack.
<b>Temporary Suspension</b>	Removal of an Assured Provider or Individual's Assurance temporarily to deliver training and/or assessment events, and their entitlement to notify Competence on the Sentinel Database, as described in Clause 16 of the RTAS Formal Review Procedures. It is intended that Temporary Suspensions should be reviewed at regular intervals.
<b>Unannounced Assurance Visit(s)</b>	Assurance Visits which are conducted without any prior notice.
<b>Verifier</b>	A competent individual who has detailed understanding of assessment processes, techniques, methods and recording requirements.
<b>Verification Process</b>	A process by which the verifier undertakes internal quality assurance of assessment processes and practices.
<b>Whistle-Blowing</b>	A report of wrongdoing received through a formal confidential reporting process such as, but not limited to, CIRAS, Speak Out or other methods where the reporter's identity is protected. Reporting incidents through other channels cannot guarantee Whistle-blower status and associated anonymity.
<b>Workplace Assessment</b>	An assessment which an Individual is required to undertake as per the relevant Network Rail Competence Standard in order to maintain Competence and which sits outside the scope of On-Line Exams.

## The Rules

### 1. General

The following general rules shall be adhered to by all parties involved in RTAS activities:

- 1.1. The Assured Trainer and/or Assessor must be sponsored by the provider they are delivering training and/or assessment for. All Assured Trainers and/or Assessors must have an Assured Provider as their primary sponsor.
- 1.2. All Assured Providers who train and/or assess Individuals working or intending to work on RMI must have Assurance and must continue to maintain their Assurance approval through the Assurance arrangements of the RTAS Rules.
- 1.3. An Assured Provider cannot sponsor a candidate/delegate purely for the purposes of training and/or assessment. An Assured Provider must also be utilising a candidate/delegate to deliver operational activities on the RMI. Where the Assured Provider cannot utilise a candidate/delegate for operational work they are not permitted to sponsor the candidate/delegate. Where sponsoring for the purposes of training is suspected, additional third party investigations can be initiated, and sanctions may apply.
- 1.4. All Assured Providers, as Sponsors, shall adhere to the Sentinel Scheme Rules.
- 1.5. All Assured Trainers and Assured Assessors shall adhere to the Sentinel Scheme Rules for Sponsors.
- 1.6. All Assured Providers, Assured Trainers and Assured Assessors shall adhere to their contractual obligations with the Assurance Organisation and Network Rail.
- 1.7. Assured Providers shall, when necessary, have an Information Commissioner's Office registration and share personal data on Individuals relating to a safety issue or breach of the RTAS Rules with the Assurance Organisation and/or the Responsible Team within Network Rail.
- 1.8. All personal data shall be controlled and processed in line with all applicable laws relating to data protection and the processing of personal data, including the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 (and any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679 or any other law relating to data protection and the processing of personal data as a consequence of the United Kingdom leaving the European Union).
- 1.9. All Individuals are accountable for ensuring that all Required Personal Information is provided to the Assured Provider they work for and that the information remains accurate and up to date.
- 1.10. Where an Assured Provider identifies an alleged or suspected breach of the RTAS Rules, the Assured Provider shall notify the Assurance Organisation in writing as soon as reasonably practicable and, in any event, by the next working day.
- 1.11. Where a breach of the RTAS Rules is alleged or suspected, the Assurance Organisation shall conduct a Formal Review in line with the process described in the RTAS - Formal Review Procedures Appendix. If an Individual or Assured Provider fails to cooperate fully with a Formal Review undertaken by the Assurance Organisation, the Assurance Organisation may impose an immediate Temporary Suspension of the Assured Provider's or Individual's Assurance, subject to the procedures set out in Clause **16**
- 1.12. Assured Providers cannot withdraw the Sponsorship of an Individual for an alleged breach of the RTAS Rules or remove the Individual from the company profile within Sentinel, without:
  - (i) fully cooperating with any Formal Review undertaken by the Assurance Organisation; and
  - (ii) the written approval of the Assurance Organisation

- 1.13. An Assured Provider or Individual that is suspended, including Temporary Suspension, as a result of allegations under investigation and/or proven breaches of the RTAS Rules, is also prohibited from planning, delivering training and/or assessment via any sub-contractor arrangements. This includes use of premises and sites owned/leased by the Assured Provider or Individual to deliver Assured training and assessment.
- 1.14. An Assured Provider or Individual that is suspended more than twice in a three-year period under the Assurance Process, may not be eligible for a new or renewed Assurance.
- 1.15. Where an Individual not in an Assured Position has breached the RTAS Rules and has been determined during a Formal Review and/or third party investigation, to be the Guiding Mind of an Assured Provider and was involved in conduct or activities relating to the breach, the Assurance Organisation may withdraw the Assured Provider's Assurance for such time as the Assurance Organisation and/or Network Rail considers appropriate in the circumstances.
- 1.16. Assured Providers shall have processes in place to record working hours, monitor and manage risk and mitigate against fatigue of Assured Trainers, Assured Assessors, delegates/candidates and any other Sentinel card holders who are part of the training function, such as associates, administrators, planners, verifiers and managers, in line with the Sentinel Scheme Rules section 3.5 <sup>2</sup>. In the event that an Individual has had less than twelve (12) hours of rest at the time of attending a training and/or assessment event<sup>3</sup>, the Assured Provider shall ensure that:
  - (i) a risk assessment is completed by the Sponsor;
  - (ii) a reference number is recorded within the Sentinel swipe in/out process (if applicable);
  - and
  - (iii) records are retained within the training and/or assessment packs
- 1.17. Assured Providers shall always notify the Individual and the Assurance Organisation in writing as soon as reasonably practicable, and in any event within five (5) Days, of the reasons for de-sponsoring an Individual. Where the Individual is an Assured Trainer and/or Assured Assessor, action shall not be taken by the Assured Provider without the Assurance Organisation's advance acknowledgement of the intended action. The Assurance Organisation's acknowledgement shall be given within five (5) days of notification from the Assured Provider.
- 1.18. Certification for Competences covered by the RTAS shall normally be in the form of a Sentinel profile. Where applicable this will be accompanied by appropriate Authority to Work, counterparts or certificates. Examples include, but are not limited to: On Track Plant, Signalling, Small Plant, and/or Telecommunications.
- 1.19. In the event of an Assured Provider ceasing trading or their Assurance being withdrawn, return of records shall be managed in line with the RTAS - Assured Provider Records Transfer Appendix V1.0.
- 1.20. The Assurance of an Assured Provider shall not be transferred under any circumstances to any other person and/or organisation. In addition, the Assurance of an Assured Provider shall cease immediately if there is a Change of Control of the Assured Provider. In such instances an initial application for Assurance is required.
- 1.21. The Assured Provider shall inform the Assurance Organisation immediately if there is any Change of Control. Where there is a Change of Control the full Assured Provider approval process shall apply in respect of the Assured Provider and the person(s) in control of it.
- 1.22. The Assured Provider shall have in place processes to maintain the Assurance Organisation's on-line Events Calendar in line with the Assurance Organisation's specific requirements.

<sup>2</sup> Sentinel Scheme Rules; Management of Working Hours which can be aided by the use of swipe in/out facilities within Sentinel.

<sup>3</sup> If an Individual has previously undertaken a shift on RMI within the last twelve hours (known as double-shifting) that is considered an insufficient rest period.

- 1.23. Assured Providers shall maintain their annual review submission <sup>4</sup> with accurate, current and valid information and submit it in line with the Assurance Organisation's specific requirements.
- 1.24. Under no circumstances will a Medical or Alcohol and Drugs test be administered during the course, except for tests administered as part of the 'for cause' or 'unannounced testing' process.

## 2. Assured Trainer, Assured Assessor and Verification Assurance

### 2.1. Competence of Assured Trainers

#### 2.1.1. Training competence of Assured Trainers

2.1.1.1. Assured Trainers shall demonstrate their competence as a trainer by holding one of these qualifications:

- (i) Preparing to Teach in the Lifelong Learning Sector (PTLLS);
- (ii) NVQ Level 3 in Training and Development;
- (iii) NVQ Level 3 in Learning and Development;
- (iv) NVQ Level 3 in Direct Training;
- (v) CIPD Certificate in Training Practice;
- (vi) City & Guilds Further and Adult Education Certificate - C&G 7301/7306;
- (vii) Employment National Training Organisation 'L' Units L9, L10, L11 and L13;
- (viii) Training Delivery for Adult Learners, e.g. C&G 7331, Method of Instruction, European, Armed Forces or Civil Service Trainer training

2.1.1.2. Equivalent qualifications can be accepted and should be closely aligned to the training that will be delivered as an Assured Trainer. Equivalent qualifications are subject to review of relevance to Assured Training before being accepted.

2.1.1.3. Evidence that equivalent qualifications are recognised by a professional body or listed on a reputable database such as the Ofqual Register of Regulated Qualifications (<https://register.ofqual.gov.uk/>) is required.

2.1.2. In addition, to demonstrate their competence as an Assured Assessor for end of training assessment, Assured Trainers shall also hold one of the assessor qualifications as specified in **2.2.1.2**.

2.1.3. Any new trainer shall be required to be observed in delivery by the Assurance Organisation prior to securing approval as an Assured Trainer.

2.1.4. Network Rail may mandate additional approval criteria for Assured Trainers. Any additional criteria will be detailed in Competence Standards, training materials issued by Network Rail or specified by the Assurance Organisation.

2.1.5. Assured Trainers shall maintain accurate, current and valid records in line with the Assurance Organisations requirements.

<sup>4</sup> An exact copy of the Assured Providers current Quality Management System documentation that is subject to Assurance activities and open from 1st February each year. Updates to this shall not be submitted to the Assurance Organisation more than three (3) months before the submission deadline.

## 2.2. Competence of Assured Assessors

### 2.2.1. Assessor competence for Assured Assessors.

- 2.2.1.1. Assured Assessors shall hold and maintain operational Competence that they assess.
- 2.2.1.2. Assured Assessors shall demonstrate their competence as an assessor by holding one of these qualifications:
- (i) NVQ Level 3 in Training and Development;
  - (ii) NVQ Level 3 Award in Assessing Competence in the Work Environment (units 1 and 2);
  - (iii) D32: Assess Candidate Performance;
  - (iv) D33: Assess Candidate Using Different Sources of Evidence;
  - (v) A1 Award: Assessing Candidates Using a Range of Methods;
  - (vi) Assessor qualifications under TAQA, e.g. Level 3 Certificate in Assessing Vocational Achievement (CAVA)
  - (vii) having passed the Network Rail Assessor training;
- 2.2.1.3. Equivalent qualifications can be accepted and should be closely aligned to the assessments that will be delivered as an Assured Assessor. Equivalent qualifications are subject to review of relevance to Assured Assessing before being accepted.
- 2.2.1.4. Evidence that equivalent qualifications are recognised by a professional body or listed on a reputable database such as the Ofqual Register of Regulated Qualifications (<https://register.ofqual.gov.uk/>) is required.

2.2.2. Network Rail may mandate additional approval criteria for Assured Assessors. Any additional criteria will be detailed in Competence Standards, assessment materials issued by Network Rail or specified by the Assurance Organisation.

2.2.3. Assured Assessors shall maintain accurate, current and valid records in line with the Assurance Organisations requirements.

## 2.3. Occupational Competence of Assured Trainers and Assured Assessors

2.3.1. Assured Trainers and Assured Assessors shall hold and maintain the Competence, and any associated pre-requisites for the training/assessments they will deliver.

2.3.2. Route to capability shall be the same as the route to competence as defined in Network Rail Competence Standards.

2.3.3. Assured Trainers and Assured Assessors shall only be approved to deliver training/assessment events where they:

- 2.3.3.1. Have successfully delivered the approved training/assessment event or similar events where the learning outcomes align to those of the event to be delivered<sup>5</sup>; or
- 2.3.3.2. Have been responsible for the development of the approved training/assessment event; or

<sup>5</sup> Network Rail shall determine whether the training/assessment events delivered previously are similar to the training/assessment event to be delivered.

2.3.3.3. Have been observed [found to meet the required standards in line with the Assurance Organisation] in the delivery of training as detailed in 5.5.3

2.3.4. Assured Trainers and Assured Assessors shall also:

2.3.4.1. Maintain current knowledge of relevant Railway Group standards, Network Rail standards, procedures and training/assessment materials that are applicable to the training/assessment they will deliver; and

2.3.4.2. Maintain the practical skills required for training/assessment delivery; and

2.3.4.3. Complete On-Line Exams annually as detailed in 4.3.8; and

2.3.4.4. Adhere to the Assurance requirements detailed in Clause 4.3 and 4.4, for Trainers, and/or Clause 4.3 and 4.5, for Assessors.

## 2.4. Requirements for Non-Operational Trainers and Assessors

2.4.1. Non-Operational Trainers and/or Assessors shall not use their competence to undertake operational activities.

2.4.2. Non-operational Trainers and Assessors shall maintain their occupational competence by:

2.4.2.1. Maintain current knowledge of relevant Railway Group standards, Network Rail standards, procedures and training/assessment materials that are applicable to the training/assessment they will deliver; and

2.4.2.2. Completing On-Line Exams annually as detailed in 4.3.8; and

2.4.2.3. Adhere to the Assurance requirements detailed in Clause 4.3 and 4.4, for Trainers, and/or Clause 4.3 and 4.5, for Assessors.

## 2.5. Assessment Process Requirements

2.5.1. Assured Assessors shall review evidence produced by candidates against the Competence criteria to determine whether the candidate meets the specified criteria. The Competence criteria are specified in the Network Rail Approved Assessment Materials or if they are unavailable, the Competence Standard.

2.5.2. Organisations conducting assessments shall document and implement an assessment process that facilitates:

2.5.2.1. The Candidate and Assured Assessor planning the type of evidence required and when and how it will be collected;

2.5.2.2. The Candidate collecting the required evidence;

2.5.2.3. The Assured Assessor confirming the evidence is relevant, authentic, current and attributable to the Candidate;

2.5.2.4. The Assured Assessor comparing the evidence against the criteria in the Network Rail Approved Assessment Materials and/or Competence Standard;

2.5.2.5. The Assured Assessor determining whether there is sufficient evidence to demonstrate Competence or if more needs to be collected.

2.5.3. Assured Assessors shall not assess their own Competence.

## 2.6. Competence of Verifiers

2.6.1. Verifiers shall demonstrate their competence as a verifier by holding one of these qualifications:

- (i) V1: Conducting Internal Quality Assurance of the Assessment Process;
- (ii) D34: Internally Verify the Assessment Process;
- (iii) Verifier qualifications under TAQA, e.g. Internal Quality Assurance, or External Quality Assurance;
- (iv) a qualification equivalent to (iii), with experience, may be accepted. Evidence that such qualifications are recognised by a professional body or listed on a reputable database such as the Ofqual Register of Regulated Qualifications (<https://register.ofqual.gov.uk/>) is required

2.6.2. Verifiers shall demonstrate their knowledge and understanding of:

- (i) assessment processes, techniques and methods;
- (ii) recording requirements;
- (iii) the evidence requirements defined in Network Rail standards;
- (iv) the use of assessment tools;
- (v) the relevant Competence Standards applicable to the training/assessment events that they are verifying; and
- (vi) the RTAS Rules

## 2.7. Verification Process Requirements

2.7.1. Verification confirms through systematic risk-based sampling the quality and consistency of assessment decisions made, and practices utilised by all Assured Assessors undertaking competence assessments using Competence Standards and/or Network Rail Training and Assessment Materials.

2.7.2. A Verifier who is also a Trainer and/or Assessor shall not verify their own training events and assessments.

2.7.3. Training/assessment organisations that carry out verifications shall document and implement a verification process that determines:

2.7.3.1. Assured Assessors understand and operate in accordance with the requirements set out in the assessment process in **2.5**.

2.7.3.2. Consistent assessment decisions are made by:

2.7.3.2.1. Individual Assured Assessors, assessing different Competence Standards; and

2.7.3.2.2. Multiple Assured Assessors, assessing against the same Competence Standards;

2.7.3.3. Assessment practice is followed for evidence collection, and assessing whether that evidence is relevant, authentic and current;

2.7.3.4. Assessment decisions are processed within any agreed timescales;

2.7.3.5. Assured Assessors are provided with feedback when it is identified that they have not met the requirements outlined in standards, Network Rail Training and Assessment Materials or the assessment organisation's own procedures;

2.7.3.6. Records of assessment are maintained and complete; and

2.7.3.7. Assessments are compliant with the relevant standards and the RTAS Rules.

2.7.4. The Verification Process shall be planned to include sampling of completed assessments.

2.7.5. Organisations shall have arrangements in place to demonstrate a systematic risk-based approach to the verification of completed assessments.

2.7.6. The systematic risk-based approach to verification may be planned based on (this list not exhaustive):

- (i) first capability (new trainer/assessor)
- (ii) new trainer/assessor joining your organisation
- (iii) new capability (Upskilling)
- (iv) previous Verification outcomes
- (v) new capability to the industry
- (vi) long period of time away from delivery or assessing
- (vii) incident on site that can be linked to training/assessing
- (viii) high risk Competence (COSS, OTP etc)
- (ix) change in Network Rail Training and Assessment Materials
- (x) Rule Book Changes

### 3. RTAS Assurance Arrangements

#### 3.1. Initial Application

For an organisation to become an Assured Provider, they should first apply to the Assurance Organisation.

#### 3.2. Assurance Organisation Process

- 3.2.1. The Assurance Organisation is responsible for ensuring that the Assured Provider, Assured Trainer, Assured Assessor and/or Individual who does not hold an Assured Position within the Assured Provider meet the specific requirements of Network Rail under the RTAS Rules, and other Network Rail policies, standards and procedures.
- 3.2.2. Network Rail will support this process via independent Assurance Visits of training providers undertaken by the Assurance Organisation.
- 3.2.3. Arrangements relating to monitoring, measuring and reporting, including Assurance Visits, are made by the Assurance Organisation to, amongst other things, validate and verify that the RTAS Rules are being adhered to.
- 3.2.4. Where an Individual not in an Assured Position has breached the RTAS Rules and has been determined during a Formal Review and/or investigation, to be the Guiding Mind of an Assured Provider, the Assurance Organisation may withdraw the Assured Provider's Assurance for such time as the Assurance Organisation and/or Network Rail considers appropriate in the circumstances.
- 3.2.5. Any individual suspended and/or proven to be involved in any breach of the RTAS Rules, shall not be permitted to hold any position of influence, or have any direct or indirect involvement with any Assured Provider <sup>6</sup>.
- 3.2.6. Any individual suspended and/or proven to be involved in any breach of the RTAS Rules, shall not, involve themselves directly or indirectly in the planning and/or facilitating by any means, of the delivery of any safety critical training event, unless

<sup>6</sup> Requests for any exemption of this clause shall be made in writing to the Assurance Organisation [see Clause 10 of the RTAS - Formal Review Procedures Appendix]

specifically approved by Network Rail <sup>7</sup>.

### 3.3. Assurance of the Assurance Organisation

- 3.3.1. The Assurance Organisation is responsible for ensuring they themselves have systems in place to monitor the quality and impartiality of any Assurance Managers and conduct regular reviews of their internal processes.
- 3.3.2. Network Rail and/or a party appointed by Network Rail shall undertake audits of the Assurance Organisation's managements systems and practices.

### 3.4. Assurance Visits

- 3.4.1. The purpose of an Assurance Visit is to validate and verify that the training and/or assessments delivered, and the supporting documentation and administrative procedures used by the Assured Provider are in accordance with RTAS and the Quality Assurance Framework.
- 3.4.2. Failure to co-operate with the Assurance Organisation in relation to, or in the course of, an Assurance Visit may result in a Temporary Suspension of the Assured Provider or an Individual.
- 3.4.3. The Assurance Visit process can include an additional visit whereby observations of delivery that consider the quality of documentation against the Assurance Organisation Quality Assurance Framework are made, subject to the endorsement of a nominated senior manager within the Assurance Organisation.
- 3.4.4. If the Assured Provider has not met the requirements of the Assurance Visit and/or the RTAS Rules and is suspended, they shall be notified of the non-conformances that require immediate improvement during the close out meeting of the Assurance Visit. Other areas which will complete the content of the required Action Plan will be communicated by the Assurance Organisation within ten (10) Days from the end date of the visit.
- 3.4.5. Grades resulting from Assurance Visits can be appealed as detailed in [7.6](#).

### 3.5. Action Plans

- 3.5.1. Assured Providers shall be notified verbally of any non-conformances that require immediate action during the close out meeting of the Assurance Visit. Formal confirmation of all areas which need to be addressed, along with timescales for completion, will be communicated by the Assurance Organisation within ten (10) Days from the end date of the visit, in the form of an Action Plan requiring completion by the Assured Provider.
- 3.5.2. An Action Plan shall be completed by the Assured Provider clearly stating how they intend to close out the non-conformance(s) and the timescales for their closure within the timescales defined by the Assurance Organisation.
- 3.5.3. Assured Providers that have been issued with an Action Plan from the Assurance Organisation shall populate and return the agreed Action Plan to the Assurance Organisation within five (5) Days of receipt.
- 3.5.4. The Action Plan will contain target dates by which evidence of corrective actions must be submitted to the Assurance Organisation by the Assured Provider.
- 3.5.5. The returned Action Plan shall be reviewed by the Assurance Manager(s) to confirm that the actions proposed are acceptable. Should the proposed actions for close out of the non-conformances not be acceptable, the Assured Provider will be notified in writing, and the Assurance Organisation will stipulate in writing any further action required by the Assured Provider to conclude the process, along with timescales for completion.

<sup>7</sup> Requests for any exemption of this clause shall be made in writing to the Assurance Organisation [see Clause 10 of the RTAS - Formal Review Procedures Appendix]

- 3.5.6. Submission of evidence required by the Action Plan will be monitored by the Assurance Organisation in order to confirm when an Action Plan is complete and closed.
- 3.5.7. Where evidence is not submitted within the timescales specified in the Action Plan, the Assurance Organisation shall have the right to take such action as it considers appropriate.
- 3.5.8. The Action Plan shall, normally, require completion within four (4) weeks of receipt by the Assured Provider. Where actions require variations to this timescale, these will be detailed by the Assurance Organisation and are required to be met by the Assured Provider.

### 3.6. Unannounced Assurance Visits

- 3.6.1. An Unannounced Assurance Visit can take place under the following circumstances:
  - 3.6.1.1. Following allegations of any breach of the RTAS Rules;
  - 3.6.1.2. Following a Formal Review and/or investigation;
  - 3.6.1.3. Following a full Assurance Visit to monitor progress of completion of Action Plans;
  - 3.6.1.4. Where the Assurance Organisation has grounds to suspect the integrity of evidence; and/or
  - 3.6.1.5. Any other reason which in the opinion of Network Rail and/or the Assurance Organisation justifies an Unannounced Assurance Visit.

## 4. Roles and Responsibilities

### 4.1. The Assurance Organisation

The role of the Assurance Organisation is to:

- 4.1.1. Manage compliance with the RTAS Rules on behalf of Network Rail. The Assurance Organisation is responsible for the monitoring, supporting improvements and ensuring compliance of Assured Providers and Assured Positions who have Assurance under RTAS Rules, the Quality Assurance Framework and the specific requirements of the policies, standards, procedures and materials of Network Rail.
- 4.1.2. Maintain and retain detailed records of all Assured Providers, including names, company numbers, registered and contact addresses, nominated contacts and contact details and locations which are approved for delivery of training for no less than seven (7) years from the creation and/or updating of the relevant record.
- 4.1.3. Maintain and retain detailed records of all Assured Trainers and Assured Assessors, including names, contact details, Assured Capabilities and approvals for no less than seven (7) years from the creation and/or updating of the relevant record.
- 4.1.4. Participate in investigations, Formal Reviews and Formal Review Appeals as required in RTAS - Formal Review Procedures Appendix, following an alleged or suspected breach of the RTAS Rules. Obtain and/or provide information and/or evidence, for the purposes of taking appropriate investigation, prosecution and enforcement action in relation to breaches of the RTAS Rules within the context of Formal Reviews, Formal Review Appeals and Formal Review Appeal Hearings.
- 4.1.5. Where the Assurance Organisation is notified by an Assured Provider that an Assured Position intends to leave or has left an Assured Provider, in accordance with [4.2.26](#), confirm receipt of the completed application in the Assurance Organisation on-line portal and communicate to the Assured Provider any resulting actions before making amendments to any relevant systems, including, but not limited to, the Sentinel Database.

## 4.2. Assured Provider

The Assured Provider shall:

- 4.2.1. Only deliver training and/or assessment events for which the Assured Provider has Assurance.
- 4.2.2. Only allow training and/or assessment events to be delivered by Individuals in an Assured Position.
- 4.2.3. Maintain appropriate management systems which demonstrate compliance with the RTAS Rules, as outlined in Clause 5.
- 4.2.4. Comply with all relevant Network Rail company policies, standards, procedures and materials.
- 4.2.5. Have processes in place to keep up to date with changes to Network Rail policies, standards, procedures and materials. All briefings shall be documented and retained.
- 4.2.6. Only allow Assured Positions to use the current Network Rail Approved Training and Assessment Materials for the Competences covered by the Sentinel Scheme.
- 4.2.7. Provide managed access for Assured Positions to the Network Rail standards and Network Rail Training Toolkit materials that are relevant to the Competences and Assured Capabilities for which they train and/or assess.
- 4.2.8. Implement and manage a process to check that, where Individuals require Sentinel Cards, they are current and in date.
- 4.2.9. Use current Network Rail approved training and assessment materials from the Network Rail Training Toolkit and deliver them in accordance with the Assured Provider's management system and all Network Rail specific requirements set out in its current training materials, including duration and delegate numbers.
- 4.2.10. Ensure that maximum delegate numbers are not exceeded under any circumstances.
- 4.2.11. Only deviate from the duration of training stipulated in the training materials in accordance with the instructions contained (where applicable) within the approved training materials from the Network Rail Training Toolkit.
- 4.2.12. Ensure that when, instructions are not available within approved training materials from the Network Rail Training Toolkit in relation to the duration of training, decisions regarding duration of training are, as a minimum:
  - (i) risk assessed at the time of the event by the Assured Trainer delivering it;
  - (ii) documented within Network Rail training material progress records, or, where not available, within the management system training and assessment records of the Assured Provider;
  - (iii) signed by the Assured Trainer delivering the event;
  - (iv) signed by an Individual not holding an Assured Position within the Assured Providers organisational structure which excludes the delegate; and
  - (v) dated and retained within the course pack
- 4.2.13. Retain for audit purposes any dispensations granted by Network Rail to the duration of training. Any such dispensation must be current, documented, dated and signed by Network Rail.
- 4.2.14. Ensure that risk assessments shall take account of the following (which is not exhaustive):
  - (i) risk associated with the specific Competence;
  - (ii) Trainer experience risk;
  - (iii) type of course (e.g. initial or recertification);
  - (iv) delegate experience;

- (v) training materials delivery; and
- (vi) Guided Learning Hours and all guidelines

4.2.15. Have processes in place for Assured Trainers or Assured Assessors to:

- (i) monitor and support improvement;
- (ii) document and retain appropriate records;
- (iii) ensure that direct observations have taken place in no less than three (3) events, in relation to delivering training/assessment as part of their annual monitoring by an Individual with the required Trainer/Assessor qualifications.

Where systematic risk-based assessments identify a higher than 'low risk' Trainer or Assessor, more than three observations will be required. Where an Assured Trainer or Assured Assessor delivers a specialised discipline only, and the demand to meet this requirement is not possible, the Assured Provider shall contact the Assurance Organisation to obtain advance written dispensation <sup>8</sup>.

4.2.16. Have processes in place to monitor and ensure that findings and records from observations are monitored within the Assured Trainer and/or Assured Assessor's Continuous Professional Development (CPD) activities.

4.2.17. Where an Individual is both an Assured Trainer and an Assured Assessor, have processes in place to:

- (i) monitor and support improvement;
- (ii) document and retain appropriate records; and
- (iii) ensure that on an annual basis direct observations of at least two (2) mandated training and two (2) mandated assessment events have taken place as outlined in the table below:

	Assured Trainer	Assured Assessor	Assured Trainer and Assessor
<b>Observation 1</b>	Training	Assessment	Training
<b>Observation 2</b>	Training	Assessment	Assessment
<b>Observation 3</b>	Training	Assessment	Training
<b>Observation 4</b>	Not required	Not required	Assessment

4.2.18. One of each type of observation must be completed. It does not matter which is done first or the order in which they are done. However, two training and two assessment observations must be undertaken over the period of twelve (12) months at reasonable intervals to enable development between observations.

4.2.19. Where an Assured Trainer and/or Assured Assessor is sub sponsored by an Assured Provider, direct observations are required to be completed on a pro-rata basis dependant on the percentage of delivery which is taking place for the Assured Provider and there shall be a minimum of one (1) observation per discipline, i.e. 1x training and 1x assessment annually. The results of this exercise, and the justification for the pro-rata basis used, must be documented within the Assured Provider's management system.

<sup>8</sup> Decision to be made on an individual basis at the discretion of the Assured Provider as to whether a Trainer/Assessor is 'high risk', 'medium risk' or 'low risk'. For example, a newly qualified Trainer or a Trainer who has a new capability may be considered as 'high risk'. 'Medium Risk' may be a Trainer who is delivering the same one course over and over again where complacency could be an issue, 'Low risk' may be an experienced Trainer who is delivering multiple relevant training courses on a regular basis.

- 4.2.20. Only allow training, assessment and Workplace Assessment events to take place in a safe environment.
- 4.2.21. Not allow an environment to be manufactured for the purposes of Competence assessments only.<sup>9</sup>
- 4.2.22. Only deliver and host training, assessment and Workplace Assessment events, when not on RMI, at a Practical Site approved by the Assurance Organisation. This clause is applicable to On-Track Plant, OLEC and Track Induction only.<sup>10</sup>
- 4.2.23. Prepare and produce the necessary risk assessments and Safe Work Packs (SWP) in accordance with the Network Rail standard for the discipline concerned to enable training, assessment and Workplace Assessments to be carried out in accordance with the Rule Book, as well as the relevant Network Rail and Railway Group standards. Any documents produced, such as a completed SWP<sup>11</sup> must be retained with the relevant training and assessment records.
- 4.2.24. Ensure that SWPs which are required for training events are prepared and produced by a Safe Work Planner holding current and valid Sentinel Competence and approved by a Responsible Manager as defined in NR/L2/OHS/019 Safety of People at Work on or Near the Line.<sup>12</sup>
- 4.2.25. Retain all training and assessment records for a period of no less than seven (7) years from the date of creation and/or amendment and be able to provide them upon request to the Assurance Organisation and/or Network Rail within twenty-four (24) hours. These training and assessment records may be converted into electronic records. Where this is the case, scans of records must be of good visual and readable condition and backed up and held on a secondary server in a separate location.
- 4.2.26. Complete and submit the application to the Assurance Organisation using the Assurance Organisation on-line portal when an Assured Trainer and/or Assured Assessor leaves, or intends to leave, their Contract of Sponsorship, within five (5) days of the Assured Provider being advised. The Assurance Organisation must confirm receipt of the submitted request and communicate to the Assured Provider any resulting actions before the Assured Provider takes any action within any relevant systems, including but not limited to, the Sentinel Database.
- 4.2.27. Fully cooperate with any investigations, Formal Reviews or Formal Review Appeals as required in the RTAS - Formal Review Procedures Appendix.
- 4.2.28. Keep a record of management meetings with Assured Trainers, Assured Assessors and/or others who do not hold an Assured Position but have input and/or influence on an Assured Provider's activities.
- 4.2.29. Ensure all attendees at management meetings sign an attendance register to record absences and confirm the attendance of an Assured Trainer, Assured Assessor and/or others who do not hold an Assured Position but have input and/or influence on an Assured Provider's activities.
- 4.2.30. Ensure records are retained of briefings provided to Assured Trainers, Assured Assessors and/or others who do not hold an Assured Position but have input and/or influence on an Assured Provider's activities.

<sup>9</sup> Any assessment which is not an end of training assessment, unless required by the relevant training materials, must take place during the candidate's normal rostered duties. Normal duties cannot be interpreted as anything other than a shift which the candidate is working as deployed by their Sponsor and cannot be for the purpose of the assessment.

<sup>10</sup> OTP/OTM assessments, where not undertaken in the live environment, must be undertaken on practical sites as detailed on the Assurance Organisation's approved practical site list and/or in sidings, depots, locations with protection in place in accordance with operational requirements that meet Network Rail specifications.

<sup>11</sup> A SWP is in accordance with NR/L2/OHS/019 Safety of people at work on or near the line.

<sup>12</sup> Provision of SWPs between companies must be covered by a formal contract of the arrangements to provide SWP's.

- 4.2.31. Ensure that where a delegate attending PTS, Lookout and/or Track Induction training has declared difficulties with reading and/or writing, a reasonable adjustment is provided by a secondary individual fulfilling the role of reader and/or scribe, as required. This second individual shall not hold the Competence being assessed. Where this has taken place, the name and signature of the reader and/or scribe shall be recorded and retained within the training and/or assessment pack.
- 4.2.32. Ensure that a minimum of thirty (30) hours Continuous Professional Development (CPD) per annum, for each Assured Position, is undertaken in line with RTAS requirements. Where an Individual requests dispensation, the Assured Provider shall contact the Assurance Organisation no less than twenty (20) days in advance of the CPD year end to request this <sup>13</sup>.
- 4.2.33. Ensure that an Assured Trainer/Assured Assessor is notified to the Assurance Organisation as returning to delivery and completes actions as described in Clause **5.5.3** where they:
- (i) have been absent over a period exceeding six (6) months and/or
  - (ii) have significantly reduced delivery over a period exceeding six (6) months; and
  - (iii) where changes to Network Rail Approved Training and/or Assessment Materials and/or standards have taken place.

### 4.3. Assured Position (Assured Trainer/Assured Assessor)

Individuals in Assured Positions covered by the RTAS Scheme shall:

- 4.3.1. Comply with the RTAS Rules, Network Rail company policies, standards, procedures and materials, including but not limited to the Sentinel Scheme Rules.
- 4.3.2. Maintain a thorough understanding of the contents of the standards for the Competences for which they provide training and/or assessment covered by the RTAS Scheme.
- 4.3.3. Only use current Network Rail Approved Training and/or Assessment Materials from the Network Rail Training Toolkit for the Competences covered by the Sentinel Scheme and/or RTAS and deliver training and/or assessments in accordance with the Assured Trainer's and/or Assured Assessor's management system and all Network Rail specific requirements.
- 4.3.4. When on or about the RMI, act in a safe manner at all times in line with the Lifesaving Rules <sup>14</sup> and follow instructions given by the responsible person(s) on duty.
- 4.3.5. Complete all training and/or assessment documentation required and upload the results to the Sentinel Database in accordance with the Assured Position's and/or Assured Provider's management system and the RTAS Rules.
- 4.3.6. In order to deliver track safety training and/or assessment hold and maintain the PTS and COSS Competences.
- 4.3.7. Where Competence has expired, initial training shall be successfully completed to regain Competence.
- 4.3.8. Undertake and pass On-Line Exams annually to maintain Assurance. No grace period is allowed.
- 4.3.8.1. All Assured Trainer and/or Assured Assessors shall take the Core On-Line Exam as minimum where they hold current and valid COSS Competence.

<sup>13</sup> Except for certified ill health, mitigation will not be considered during the last month of the CPD year.

<sup>14</sup> The Lifesaving Rules can be found on Safety Central.

- 4.3.8.2. All Assured Trainer and/or Assured Assessors can only take additional On-Line Exams for the Assured Capabilities that they deliver.
- 4.3.8.3. Operational Trainers must successfully complete the nine (9) to twelve (12) months interim assessment before taking the On-Line Exams. Failure to successfully pass the interim assessment will result in the relevant Competence being taken down from Sentinel. No grace period is allowed.
- 4.3.8.4. Where the Assured Trainer and/or Assured Assessor does not hold the Assured Capability, Competence must be maintained as defined within the relevant Competence Standard <sup>15</sup>.
- 4.3.8.5. Failure to successfully pass the Core On-Line Exams prior to the expiry of the relevant Competences shall result in the suspension of all the Assured Capabilities. In order to reinstate those Assured Capabilities, initial training shall be required for each of the Competences lost.
- 4.3.8.6. Where additional exams are applicable, these are to be completed within fifteen (15) days of the start of the core exam <sup>16</sup>.
- 4.3.8.7. Failure to successfully pass the non-core exams shall result in the suspension of the relevant Competence.
- 4.3.8.8. Failure of any element of the On-Line Exam shall result in the Assured Trainer and/or Assessor being required to complete initial training to regain competence. Where exceptional circumstances apply, guidance must be sought from the Assurance Organisation.
- 4.3.8.9. Assured Trainers and/or Assured Assessors should complete their On-Line Exams no less than twenty-one (21) Days before expiry, to ensure that Competences are maintained.
- 4.3.8.10. Assured Trainers and/or Assured Assessors subject to Temporary Suspension can undertake On-Line Exams.
- 4.3.8.11. Assured Trainers and/or Assured Assessors subject to suspension as a result of a Formal Review Outcome shall not undertake On-Line Exams.
- 4.3.9. Where an Assured Trainer and/or Assured Assessor is suspended as a result of a Formal Review Outcome, they shall maintain and/or renew competence as required by the route to competence detailed in the relevant Competence Standard.
- 4.3.10. Assured Trainers and/or Assured Assessors shall complete their CPD in line with RTAS requirements and record their completed CPD on the Assurance Organisation's on-line system. Failure to do so, where there is not a dispensation in place, may result in a Formal Review and/or potential Suspension of their Assurance until the relevant CPD is completed.
- 4.3.11. Assured Trainers and/or Assured Assessors shall complete actions as described in Clause 5.5.3 where they:
  - (i) have been absent over a period of time exceeding six (6) months; and/or
  - (ii) have significantly reduced delivery over a period exceeding six (6) months; and
  - (iii) where changes to Network Rail Approved Training and/or Assessment Materials and/or standards have taken place.
- 4.3.12. Assured Trainers and/or Assured Assessors shall fully cooperate with any investigations, Formal Reviews or Formal Review Appeals as required and detailed in the RTAS - Formal Review Procedures Appendix.

<sup>15</sup> The same way as any competence holder who is not a Trainer, i.e. recertification training, renewal workplace assessment etc.

<sup>16</sup> The non-core exam is a Rail Exams description. Each Assured Trainer and/or Assured Assessor must sit the core exam. Other exams (non-core) must be taken within 15 days of completing the core exam.

#### 4.4. Assured Trainers (Individual)

In addition to the Assured Trainer assurance requirements in [2](#), [2.3](#) and roles and responsibilities in [4.3](#), the Assured Trainers of Competences covered by the RTAS Scheme shall:

- 4.4.1. Ensure that any amendment to the duration must be:
  - (i) risk assessed at the time of the event by the Assured Trainer;
  - (ii) documented within Network Rail mandated training and assessment records;
  - (iii) signed by an Assured Trainer;
  - (iv) signed by an Individual not holding an Assured Position within the Assured Provider's organisational structure which excludes the delegate; and
  - (v) dated and retained within the course pack
- 4.4.2. Maintain an in-date Sentinel Scheme profile covering all Competences for which they provide training.

#### 4.5. Assured Assessors (Individual)

In addition to the Assured Trainer assurance requirements in [2.2](#), [2.3](#) and roles and responsibilities in [4.3](#), Assured Assessors of Competences covered by the RTAS Scheme shall:

- 4.5.1. Deliver a minimum of six (6) workplace assessments per twelve (12) month period. For Assured Assessors who secure Assurance during the year, the minimum delivery requirements can be on a pro-rata basis. Where demand for assessment is lower than six (6) workplace assessments per twelve (12) month period <sup>17</sup> dispensation shall be submitted in writing to the Assurance Organisation for approval.
- 4.5.2. Maintain an in-date Sentinel profile covering the Competences for which they provide assessment and any other Competences which are pre-requisites for providing assessment of that Competence.

#### 4.6. Sole Trainers and Assessors

- 4.6.1. Sole Trainers and Assessors shall be considered as an Assured Provider and shall be subject to the clauses within [2](#), [4.2](#), [4.3](#), [4.4](#) and [4.5](#) as applicable.

#### 4.7. Network Rail

- 4.7.1. The RTAS Rules are implemented, upheld and overseen by Network Rail.
- 4.7.2. In any Formal Review or Formal Review Appeal Network Rail shall act as required in the RTAS - Formal Review Procedures Appendix.
- 4.7.3. Network Rail will oversee any Formal Review and, either, approves or rejects the Assurance Organisation's recommended outcomes and/or actions, and/or determines such an outcome as it sees fit.
- 4.7.4. Network Rail, and/or a party appointed by Network Rail, will undertake audits of the Assurance Organisation management systems and practices.

## 5. Management System Requirements

### 5.1. Assurance Process

- 5.1.1. The Assurance of Assured Providers, Assured Trainers and/or Assured Assessors covered by the RTAS shall be in accordance with the current version of the RTAS Rules and the requirements of the Assurance Organisation's Quality Assurance Framework.

<sup>17</sup> This requirement is related to workplace assessments which fall under the RTAS and can be a combination of subject i.e. 2x COSS, 1x ES, 3x PICOP, totalling 6 Workplace assessments.

## 5.2. Scope of the Assurance Process

- 5.2.1. The Assured Capabilities awarded to an Assured Provider, Assured Trainer and/or Assured Assessor specifies the scope of Competences that the Assured Provider, Assured Trainer and/or Assured Assessor may deliver training and/or assessment in.
- 5.2.2. The Assurance Process provides assurance for the Practical Site in which the Assured Provider wishes to deliver training and/or assessment. This is applicable to On-Track Plant, OLEC and Track Induction only.

## 5.3. Assessment of premises

- 5.3.1. All training delivered by Assured Providers shall be delivered in premises which are fit for purpose from both a learner experience and health and safety legislation perspective.
- 5.3.2. All practical training delivered in a simulated environment shall, as a minimum, meet the specification defined within the relevant training materials and current standards.
- 5.3.3. Assured Providers shall demonstrate;
  - (i) systems and processes for the maintenance, calibration and repair or renewal of all tools, equipment and premises utilised for the delivery of training.
  - (ii) all tools, equipment and plant utilised during training are fit for purpose, calibrated and maintained as required by current legislation and standards.
  - (iii) all practical training areas are fit for purpose, maintained and managed, utilising current specifications and standards.
  - (iv) all classrooms are fit for purpose, maintained and managed, utilising current specifications and standards.
  - (v) that they are not currently subject to any Suspension (including Temporary Suspension)

## 5.4. Competence of Assured Positions

- 5.4.1. Assured Positions (i.e. Assured Trainers and/or Assured Assessors) shall be deemed as competent in the Assured Capabilities in which they deliver training and/or assessments. Competence certification shall be obtained and maintained in accordance with [4.3.6](#), [4.3.7](#) and [4.3.8](#).
- 5.4.2. Where Competence has expired, initial training shall be successfully completed to regain Competence.

## 5.5. Initial Assurance of Assured Positions

- 5.5.1. Trainers and/or assessors applying to join the RTAS shall comply with the process defined by the Assurance Organisation.
- 5.5.2. The initial registration to become an Assured Trainer and/or Assured Assessor must be completed before mentorship, as set out in clause [5.5.3](#), in order for any Assured Capability to be awarded.
- 5.5.3. The Assured Provider shall appoint a qualified and experienced Assured Trainer and/or Assured Assessor, who holds the Assured Capability to deliver support to the trainer and/or assessor as a mentor in a programme of mentored development. The mentored trainer and/or assessor shall be briefed by the mentor on the content and delivery of the course that they are to deliver and/or assess, and this briefing shall be documented and retained by the Assured Provider. In addition, clause [5.6](#) and/or [5.7](#) shall be adhered to in order to complete Initial Assurance requirements. In these cases, the mentor is considered to be responsible for the training and/or assessment event outcomes.

## 5.6. Initial Assurance of trainers

- 5.6.1. The mentored trainer shall be supported through the delivery of a minimum of two (2) initial courses over a maximum period of three (3) months. Any extensions to this mentorship period shall be requested by a person in a role of senior management within an Assured Provider by contacting the Assurance Organisation in writing no later than fourteen (14) days prior to the expiry of the three (3) month period and if successful, approved, before the extension can be implemented. The mentorship period cannot exceed six (6) months.
- 5.6.2. Upon conclusion of this period, the Assured Provider shall, if satisfied that the trainer under mentorship is capable of delivering the course, upon the satisfactory completion of the programme of mentored development, submit evidence of the mentored delivery events, plus any specified additional information, to the Assurance Organisation in order to initiate the First-Time Observation.
- 5.6.3. Successful First-Time Observation is required as a pre-requisite to the award of Assured Capability. The mentored trainer is not approved to deliver training independently until the Assured Capability is uploaded to the Sentinel Database and confirmed in writing to the Assured Provider by the Assurance Organisation.
- 5.6.4. The mentored trainer shall also demonstrate occupational Competence by providing operational evidence for the specific Assured Capability being applied for.
- 5.6.5. The mentor must be physically present at all times during the delivery of the mentored event.
- 5.6.6. The mentor cannot have any Conflict of Interest in relation to the mentored trainer. Any application for initial Assurance where mentorship has been undertaken by a mentor with a Conflict of Interest shall be rejected by the Assurance Organisation and may be subject to a Formal Review.
- 5.6.7. In order for an Assured Trainer to be appointed as a mentor to other Assured Trainers or mentored trainers, they must:
  - (i) have held the capability to be mentored, for a minimum of twelve (12) months;
  - (ii) delivered the Competence to be mentored, a minimum of four (4) times over the previous twelve (12) months;
  - (iii) not been involved in any incident, accident, close call or Sponsor/RTAS Formal Review and/or investigation involving the Competence to be mentored in the previous twelve (12) months.

## 5.7. Initial Assurance of Assessors

- 5.7.1. The mentored assessor shall be supported through the delivery of a minimum of two (2) mentored assessments undertaken for each Assured Capability over a mentorship period of a maximum period of three (3) months. Any extensions to this mentorship period shall be requested by a person in a role of senior management within an Assured Provider by contacting the Assurance Organisation in writing no later than fourteen (14) Days prior to the expiry of the three (3) month period and if successful, approved, before the extension can be implemented. The mentorship period cannot exceed six (6) months.
- 5.7.2. Upon conclusion of this mentorship period, the Assured Provider shall, if satisfied that the assessor under mentorship is capable to deliver the assessment, upon the satisfactory completion of the programme of mentored development, submit evidence of the mentored delivery events to the Assurance Organisation. The submission of such evidence is a pre-requisite for the award of Assured Capability. The mentored assessor is not approved to deliver assessments independently until the Assured Capability is uploaded to the Sentinel Database and confirmed in writing to the Assured Provider by the Assurance Organisation.

- 5.7.3. The mentored assessor shall also demonstrate occupational Competence by providing operational evidence for the specific Assured Capability being applied for.
- 5.7.4. The mentor must be physically present at all times during the delivery of the mentored event.
- 5.7.5. The mentor cannot have any Conflict of Interest in relation to the mentored assessor. Any application for initial Assurance where mentorship has been undertaken by an Assured Assessor mentor with a Conflict of Interest shall be rejected by the Assurance Organisation and may be subject to Formal Review.
- 5.7.6. In order for an Assured Assessor to be appointed as a mentor to other Assured Assessors, or mentored assessors, they must have:
  - (i) have held the capability to be mentored for a minimum of twelve (12) months;
  - (ii) delivered the Competence to be mentored a minimum of four (4) times over the previous twelve (12) months;
  - (iii) not been involved in any incident, accident, close call or Sponsor/RTAS Formal Review and/or investigation involving the Competence to be mentored in the previous twelve (12) months.

#### **5.8. Extension of the scope of the Assurance for an Assured Position**

- 5.8.1. Assured Positions wishing to add additional training and/or assessments capabilities for Assured Capabilities shall follow the process in 5.4. Assured Capability shall be awarded by the Assurance Organisation upon receipt of evidence that the programme of mentored development has been completed to the required standard.

#### **5.9. Extension to the scope of the Assurance for an Assured Provider**

- 5.9.1. Assured Providers wishing to conduct training and/or assessment events in a Competence not included in the scope of their Assured Capabilities shall:
  - (i) install the equipment to comply with the requirements of the Network Rail Approved Training and/or Assessment Materials and Network Rail standards (where appropriate); and
  - (ii) appoint an Assured Trainer/Assured Assessor for that Assured Capability; and
  - (iii) complete the application for the Assured Capability which is submitted to the Assurance Organisation; and
  - (iv) complete the application for Practical Site approval, which is submitted to the Assurance Organisation, where applicable.
- 5.9.2. The information contained in the application will initially be reviewed by the Assurance Organisation against set criteria as detailed within the Assurance Organisation's management system, which includes the:
  - (i) qualifications of the Assured Trainer and/or Assured Assessor including their rail industry vocational experience; and
  - (ii) facilities required to train and/or assess the Competence.

#### **5.10. Provision of Training and Assessment Materials**

- 5.10.1. Network Rail Approved Training and/or Assessment Materials are provided to the Assured Provider by Network Rail via the Network Rail Training Toolkit, in line with payment terms as determined by Network Rail. Failure to make regular timely payments as instructed by Network Rail may result in access restrictions applied to systems such as the Network Rail Training Toolkit.
- 5.10.2. Assured Providers shall only use Network Rail Approved Training and/or Assessment Materials for Competences covered by the Sentinel Scheme that they have been approved to use and have been issued to them by Network Rail.

### 5.11. Assured Training and Assessment

Assured training and assessment shall only be provided to those Individuals who:

- 5.11.1. Have been nominated, in writing by a Sponsor who holds:
  - (i) a valid and current Approved Supplier Assurance Provider registration; or
  - (ii) a verified certificate which details a trackside or non-trackside Sponsor organisation.
- 5.11.2. Meet the following criteria:
  - (i) hold all general pre-requisite event requirements;
  - (ii) hold current and valid sponsorship;
  - (iii) provide proof of identity <sup>18</sup>;
  - (iv) provide confirmation from the Sentinel Database of a current and valid:
    - medical certificate; and
    - drugs and alcohol certificate;
  - (v) are able to read and speak English <sup>19</sup> and demonstrate their ability to communicate effectively throughout the course; and
  - (vi) for defined Competences, meet any specified pre-requisites, and provide supporting evidence as specified in the Network Rail Competence Standard for the Competence concerned.
- 5.11.3. In so far as it is considered reasonable, an Assured Provider may request additional requirements to the above list in writing no less than fourteen (14) days in advance of the training and/or assessment event.

### 5.12. Training and Assessment Records

Assured Providers shall retain the following Training and Assessment Records, in addition they shall also retain the records specific to Training (5.13) or Assessment (5.14), depending on whether they deliver training and/or assessment.

Assured Providers shall securely retain the following documents as a comprehensive record of training and/or assessment events and make the records available for external verification by the Assurance Organisation when requested:

- 5.12.1. The booking form and evidence of booking in, for the delegate, completed and signed by the valid Primary Sponsor or, where applicable, from the Sub Sponsor, accompanied by written permission from the Primary Sponsor.<sup>20 21</sup>
- 5.12.2. Documented evidence that the Joining Instructions have been issued to and received by the relevant Sponsor.<sup>22</sup>
- 5.12.3. A copy of the delegate's Sentinel profile and/or Network Rail's learning management system entry, in advance of the event, that confirms compliance with the pre-requisites and assessment requirements for the Competence to be trained/assessed and therefore can be accepted for training and/or assessment.

<sup>18</sup> E.g. a current and in date Sentinel Card, full driving licence, passport, biometric ID card, resident permit as per Home Office guidance or 'ValIDate' card. For non-British nationals a valid in date passport is required.

<sup>19</sup> Where the delegate/candidate is unable to communicate effectively in the English language, they shall not be permitted to continue training/assessment.

<sup>20</sup> Where electronic databases are used Electronic Signatures must be evidenced.

<sup>21</sup> In the event that the delegate/candidate is employed by the organisation conducting the training and/or assessment, a booking form is not required. Where the organisation conducting the training and/or assessment is a sub-sponsor of the delegate/candidate, permission from the Primary Sponsor is still required.

<sup>22</sup> In the event that the delegate/candidate is employed by the organisation conducting the training and/or assessment, Joining Instructions are not required. Where the organisation conducting the training and/or assessment is a sub-sponsor of the delegate/candidate, JIs are still required to be sent and received by the Primary Sponsor.

- 5.12.4. Documented and dated evidence that proof of the identities of delegates attending the event has been checked, verified and recorded.
- 5.12.5. A copy of the original Acceptable Forms of Identification produced with permission of the delegate <sup>23</sup>, this can include the Sentinel Smart Card where already held <sup>24</sup>.
- 5.12.6. Records of the reason as to when and why any delegate has been turned away from a training and/or assessment event.
- 5.12.7. The record of the training and and/or assessment notification from the Sentinel Database and/or Network Rail's learning management database of the delegates result for the event.
- 5.12.8. Evidence of feedback analysis with the outputs being used as continuous improvement for the Assured Trainer and/or Assured Provider.
- 5.12.9. Where the training and/or assessment event involves the use of a practical training area which is not a live environment and/or plant and equipment, the signed practical site safety briefing must be retained.
- 5.12.10. Evidence that when a question and/or answer on a test paper requires changing or a mistake is made, the delegate has initialled and dated the change. This is to show that there has been no interference by the Assured Trainer/Assured Assessor.
- 5.12.11. Evidence that all Assured Trainers/Assured Assessors and delegates/candidates have been Swiped In/Out of the Sentinel Database for the entire duration of the training and/or assessment event.

### 5.13. Training Records

In addition to those records detailed in [5.12](#), Assured Providers shall securely retain the following documents as a comprehensive record of training events and make the records available for external verification by the Assurance Organisation when requested:

- 5.13.1. A copy of the completed course register. The Assured Trainer shall sign and date the course register. The delegate shall sign the course register in full on the first day and shall initial the course register for the subsequent days of the course.
- 5.13.2. Records which evidence the start and finish times of each day of the course using the course progress documentation and which detail the completion of risk assessments and documents any changes to the start and finish time and the justification for the change.
- 5.13.3. Risk assessments and documentation of any deviations, including the reasons, in times from those scheduled must be retained within the course pack and in line with [4.2.12](#).
- 5.13.4. Records of the delegate results detailing whether the delegate has passed or failed.
- 5.13.5. Records on the course register of the training material versions for the event delivered by the Assured Trainer.
- 5.13.6. Training materials for the event completed by the Assured Trainer and delegate.
- 5.13.7. Records of pass and failure rates for each course that the Assured Provider delivers.
- 5.13.8. End of training assessment materials for the event completed by the Assured Trainer and delegate.

<sup>23</sup> In the event that the delegate is employed by the organisation conducting the training and/or assessment, the copy of ID does not need to be retained, but evidence that the ID has been verified as true likeness to the delegate/candidate presented for training/assessment shall be recorded. As the ID is not being copied, permission to copy is also not required.

<sup>24</sup> Up-to-date information regarding the basic legal forms of identification can be found on the Home Offices website (<https://www.gov.uk/government/publications/recognising-fraudulent-identity-documents> or, <https://www.gov.uk>).

- 5.13.9. Evidence that analysis of responses to questions has been undertaken and used as part of the Verification Process for the Assured Trainer's continuing development purposes.
- 5.13.10. Supporting evidence of a trackside event, which must include the live environment, including Heritage Railway Sites, track visit SWP. For PTS initial and Track Induction training this must be a complete pack and not an extract. Where extracts only are achievable for training/assessments which are not PTS Initial and/or Track Induction training, the minimum extracts required are:
  - (i) cover information, which shows date, time, location, method of safe system of work, name of person in charge of site safety;
  - (ii) SWP Validation Form; and
  - (iii) entire RT9909 (including General Information).
- 5.13.11. Where the Competence requires additional arrangements at least one of the following must be retained that supports how the course has been delivered:
  - (i) method statement;
  - (ii) lifting plans; or
  - (iii) records of procurement/invoice for the hire of facilities/on track plant equipment.
- 5.13.12. A record of delegate feedback for the event, including statements that the feedback can be completed anonymously.

#### 5.14. Assessment Records

In addition to those records detailed in 5.12, Assured Providers shall securely retain the following documents as a comprehensive record of assessment events and make the records available for external verification by the Assurance Organisation when requested:

- 5.14.1. Records which evidence that the Assured Assessor documents the start and finish times of the assessment.
- 5.14.2. Record of the candidate result, detailing whether 'Competent', 'Not yet competent' or 'Not competent'.
- 5.14.3. Evidence that 'Competent', 'Not yet competent' or 'Not competent' results are recorded with the outputs being used as part of the Verification Process for the Assured Assessor's continuing development.
- 5.14.4. Supporting evidence of a trackside event, which must include the live environment track visit SWP. Where extracts only are achievable for assessments the minimum extracts required are:
  - (i) cover information
  - (ii) SWP Validation Form
  - (iii) entire RT9909 [including General Information]
- 5.14.5. In addition, no less than one of the following:
  - (i) method statement; or
  - (ii) lifting plans; or
  - (iii) records of procurement/invoice for the hire of facilities/on track plant equipment.
- 5.14.6. Completed assessment materials for the event completed by the Assured Assessor and candidate.

### 5.15. Notification of Training and Assessment

- 5.15.1. Every Assured Provider shall nominate a person(s) within their organisation, to award training and/or assessment events for delegates to the Sentinel Database, upon successful completion.
- 5.15.2. Sentinel Login details for the nominated person(s) shall be specific to the individual and retained in line with current data protection legislation and information security policies. Login details shall be securely retained by the holder and not shared. Any additional access requirements shall be arranged with and by the Assured Provider's management team. The log in holder and the Assured Provider are responsible for the security of the login information.
- 5.15.3. To correctly complete the awarding of training and/or assessment events to the Sentinel database (Sentinel notifications) in line with RTAS, the Assured Provider's nominated person shall undertake any relevant training and/or briefings as required by Network Rail and/or the Assurance Organisation.
- 5.15.4. Before updating the Sentinel Database the Assured Provider's nominated person shall check that the Assured Trainer and/or Assured Assessor have collected all the required documentation and other supporting evidence required [5.12](#), [5.13](#) and/or [5.14](#), as applicable to a training or assessment event.
- 5.15.5. The Assured Provider's nominated person shall notify the award of the training and/or assessment outcomes (Competence) to the Sentinel database for delegates/candidates. This shall be completed within twenty-one (21) Days of successful completion of the event. The awarding of the training and/or assessment events to the Sentinel database, shall be recorded and reported by the Assured Provider, enabling an audit trail to be checked for compliance.
- 5.15.6. If a delegate is unsuccessful during an assessment, the 'Not Competent' status must be applied to the Sentinel database immediately after the completion of the event. In line with the Lifesaving Rules, an Individual who is unsuccessful in an assessment must not be permitted to work on RMI without the necessary Competence. Any delay to this notification can result in a breach of Health and Safety legislation, possibly leading to significant safety consequences.
- 5.15.7. If the delay to the awarding of training and/or assessment events onto the Sentinel database is found to exceed twenty-one (21) Days, the circumstances shall be reviewed by Network Rail on a case by case basis, which may result in a Formal Review and sanctions being applied.

### 5.16. Management of suspected breaches of the RTAS Rules

- 5.16.1. Assured Providers shall have processes in place for reviewing suspected or alleged breaches of the RTAS Rules by Individual(s) working on their behalf. Notification of suspected or alleged breaches may be received from various sources including, but not limited to, Sponsors, clients, whistle-blowers, Sentinel Scheme Administrators, the Assurance Organisation, Network Rail or the British Transport Police.
- 5.16.2. Assured Providers shall have a process in place to identify and report any suspected or alleged breaches of the RTAS Rules.
- 5.16.3. Where an Individual is working on behalf of the Assured Provider at the time of a suspected or alleged breach by the Individual of the RTAS Rules, the Assured Provider must notify the Assurance Organisation in accordance with the Requirements in the RTAS - Formal Review Procedures Appendix.

## 6. Breaches of the RTAS Rules

(Refer to: *Rail Training Assurance Scheme (RTAS) Formal Review Procedures Appendix*)

Breaches of the RTAS Rules by either an Individual or an Assured Provider include, but are not limited to, the following:

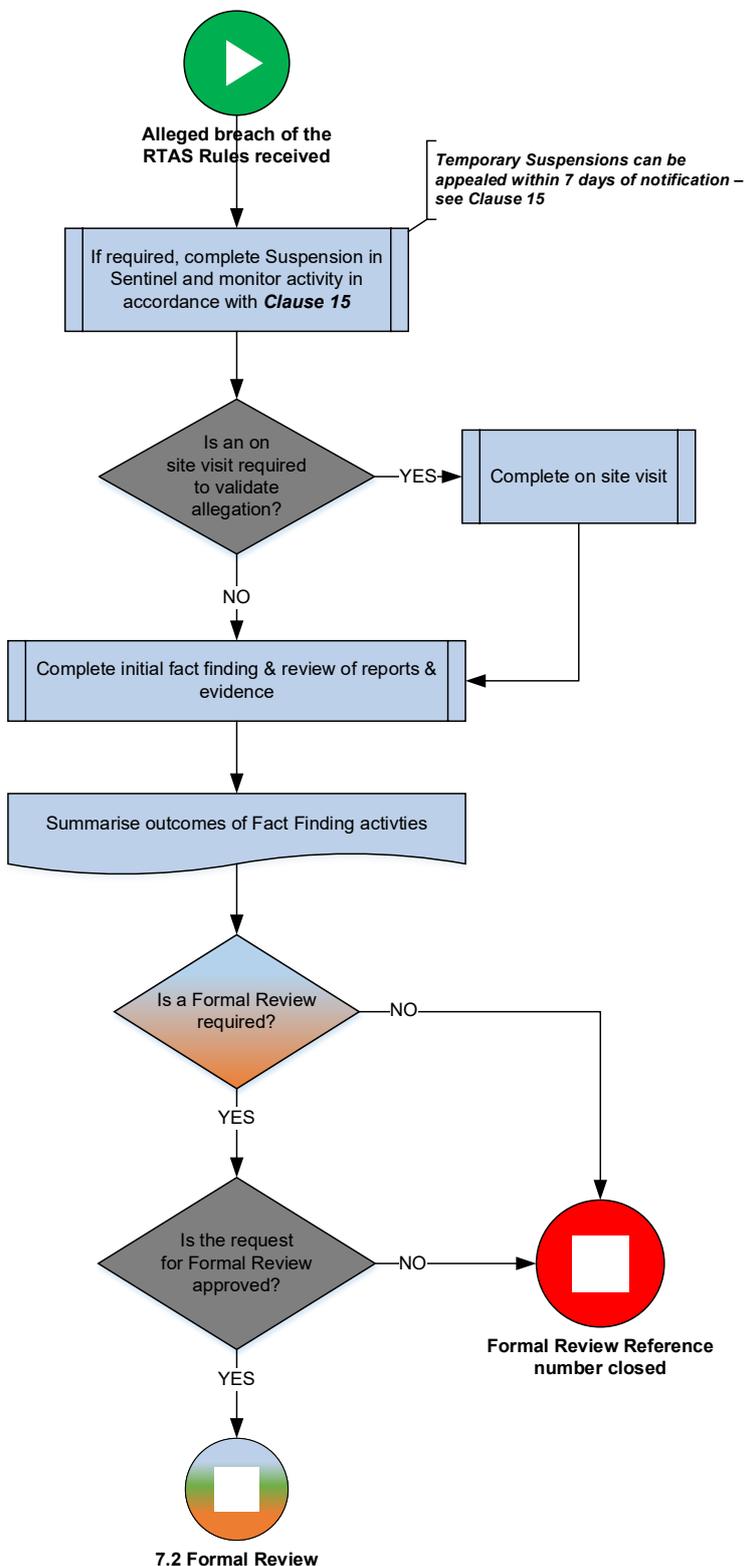
- 6.1. Any breach of the Sentinel Scheme Rules for Sponsors by an Individual or Assured Provider.
- 6.2. Any breach of the RTAS Rules by an Individual or Assured Provider.
- 6.3. Any breach of Network Rail Standards, including but not limited to, Competence Standards by an Individual or Assured Provider.
- 6.4. Any breach of Network Rail Lifesaving Rules by an Individual or Assured Provider.
- 6.5. Any action of theft, attempted theft, fraud, or falsification of documentation and/or records.
- 6.6. Any breach of the Drugs and Alcohol policy, including reporting or endeavouring to report to site under the influence of drugs or alcohol or being in possession of illegal drugs on site, either for sale or personal use.
- 6.7. Any breach in working hours, including reporting or endeavouring to report for a shift of work having previously undertaken a shift on RMI within the last twelve (12) hours (known as double-shifting).<sup>25</sup>
- 6.8. Any event of presenting a falsified or altered Sentinel Smart Card or claiming a false identity for the purposes of trying to gain entry onto RMI.
- 6.9. The infringement of any health and safety rules and regulations.
- 6.10. Any event of negligence which causes, or has the potential to cause, unacceptable loss, damage or injury.
- 6.11. Any event of physical violence while at work.
- 6.12. Any event of deliberate damage to RMI.
- 6.13. Any event of bullying, harassment or discrimination.
- 6.14. Any breach of confidence.
- 6.15. Any other event that brings the RTAS into disrepute.
- 6.16. Any action of false notification of a training and/or assessment event.
- 6.17. Any failure to adequately monitor and/or mentor Assured Trainers, Assured Assessors and/or mentored trainers and mentored assessors.
- 6.18. Any action of de-sponsoring an Individual subject to an investigation and/or Formal Review without obtaining agreement from the Assurance Organisation in accordance with [1.12](#).
- 6.19. Any failure by an Assured Provider, Assured Trainer, Assured Assessor or Individual to cooperate with any investigation into an alleged breach, either of themselves or a third party, of the RTAS Rules, or failure to cooperate with a Formal Review or Formal Review Appeal.
- 6.20. Any allegation of a breach of the RTAS Rules which is found to be false and is determined as part of a Formal Review to have been made with malicious intent.
- 6.21. Any action which Network Rail deem as indirect contravention and/or disregard of the Sentinel Scheme Rules, RTAS Rules, Lifesaving Rules and/or Network Rail Policy, Standards and/or Network Rail Approved Training and/or Assessment Materials.

<sup>25</sup> In the rare event that there has been less than twelve (12) hours rest at the time of undertaking and/or attending training and/or assessment i.e. less than twelve (12) hours since having previously undertaken a shift on RMI, a risk assessment must be completed, a reference number recorded within the Sentinel Swipe In/Out process and records retained within training and/or assessment packs. A breach in working hours will be determined where this evidence is not present.

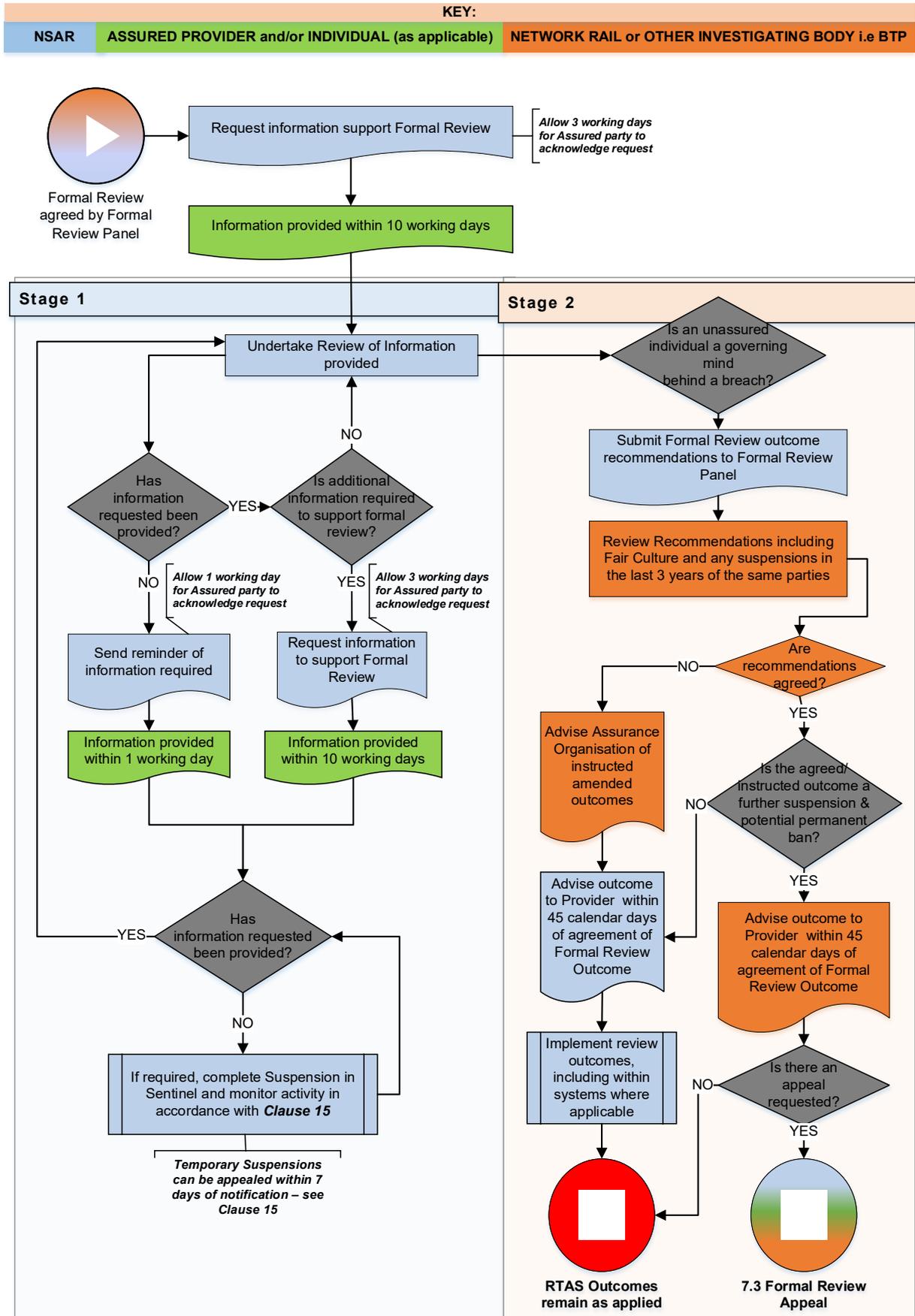
## 7. Flowcharts of Processes

### 7.1. RTAS Formal Review Process – Fact Finding

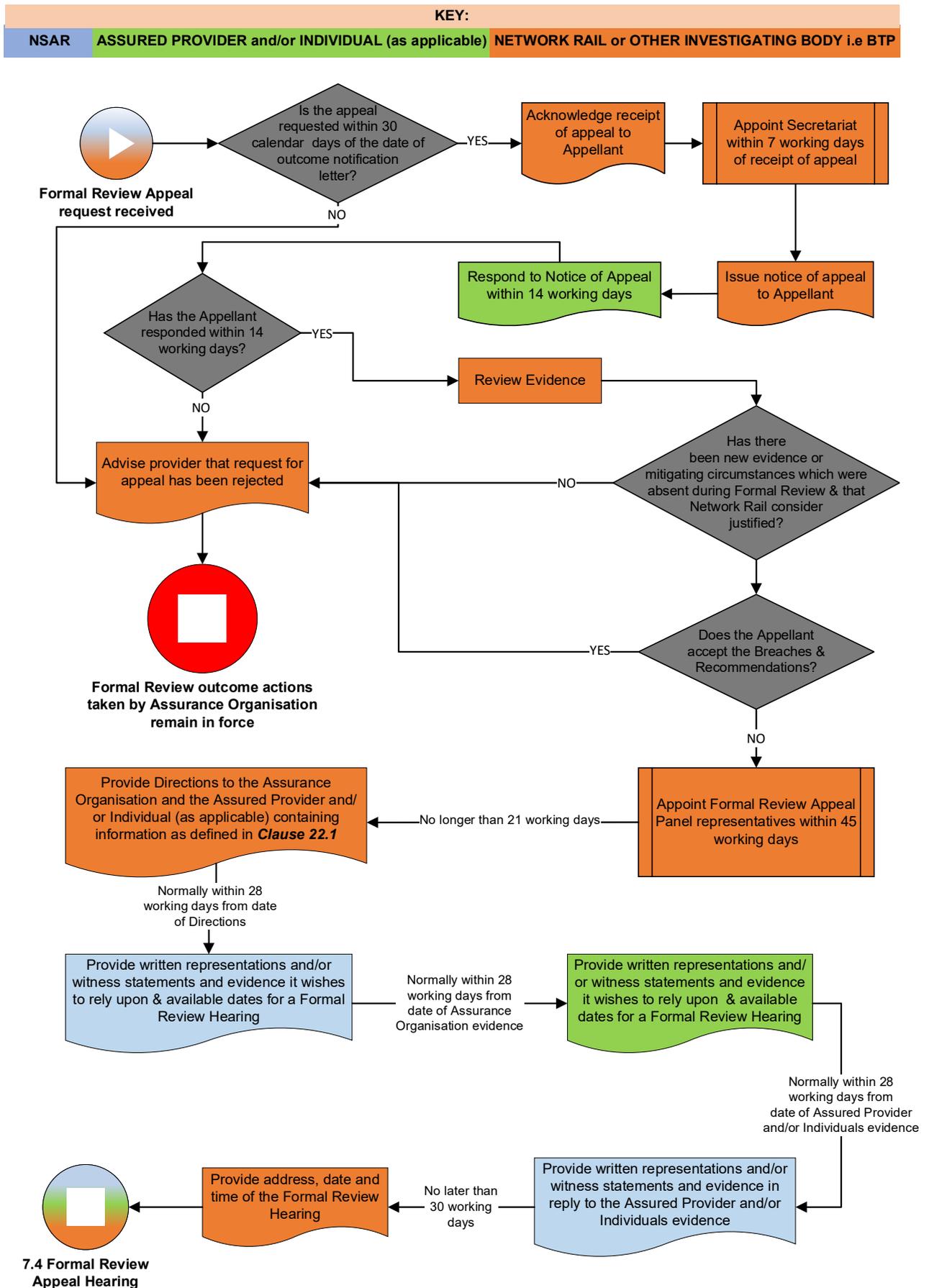
KEY:		
NSAR	ASSURED PROVIDER and/or INDIVIDUAL (as applicable)	NETWORK RAIL or OTHER INVESTIGATING BODY i.e BTP



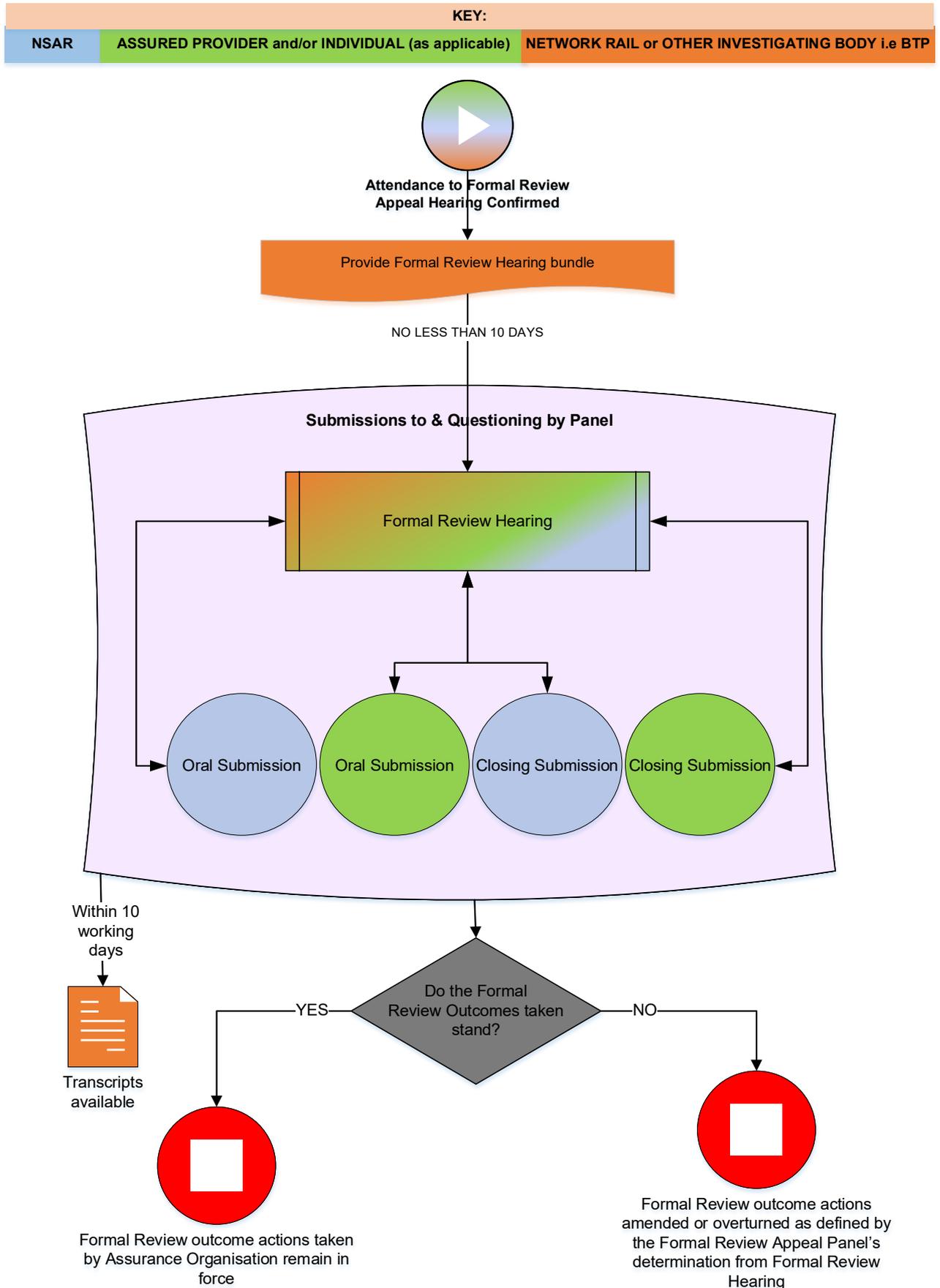
## 7.2. RTAS Formal Review Requirements



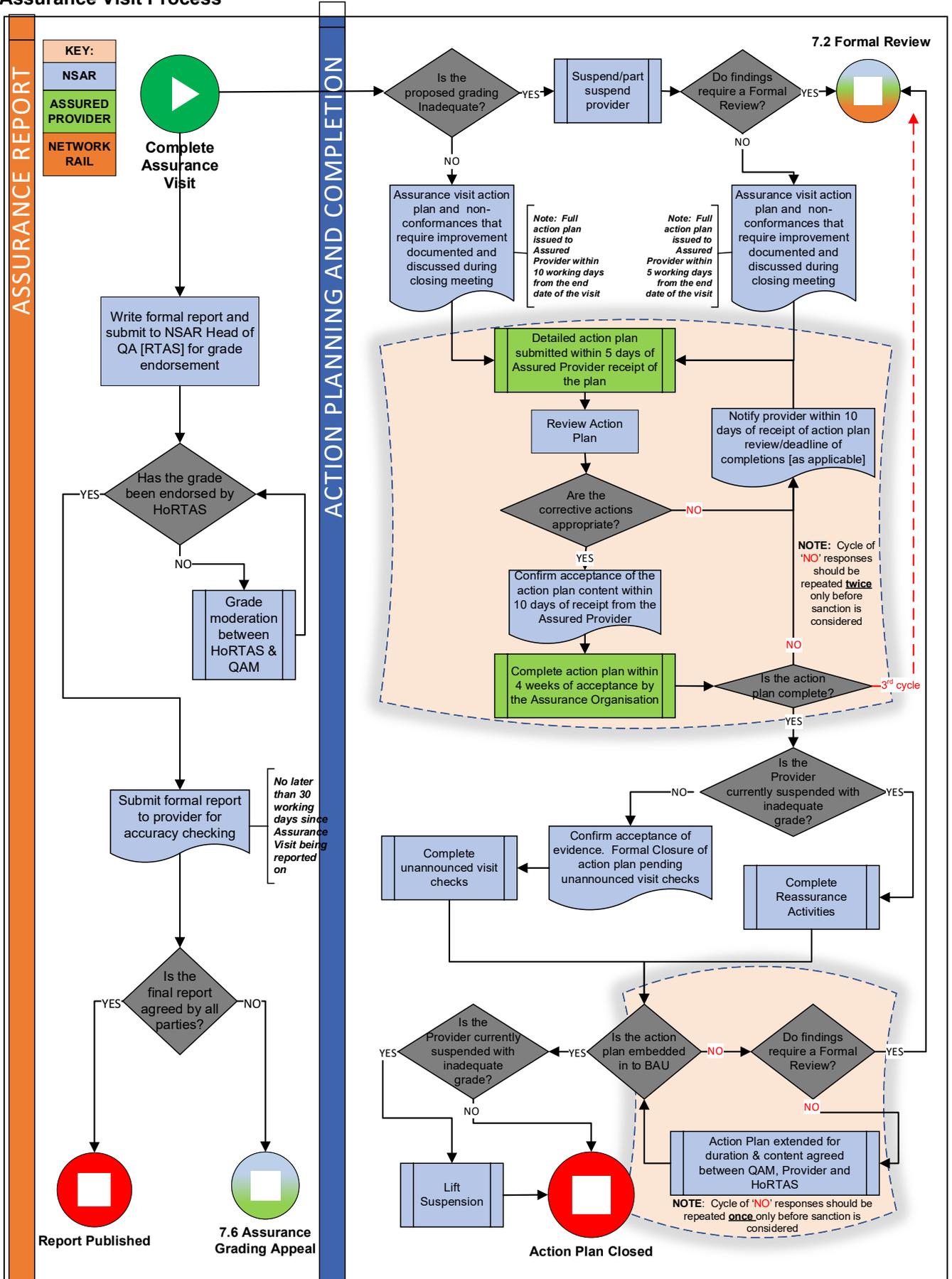
### 7.3. Formal Review Appeals Process



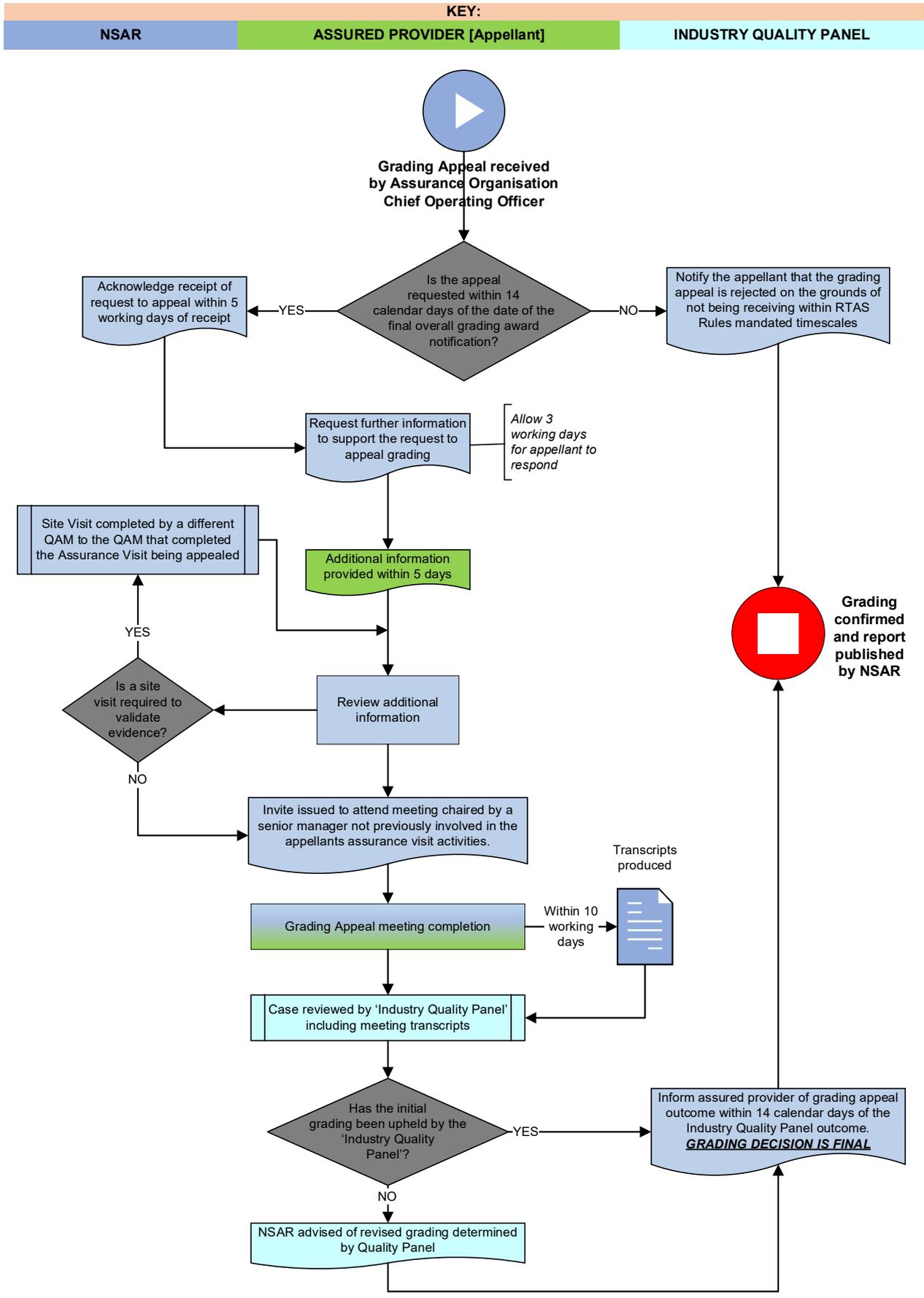
### 7.4. Formal Review Appeal Hearing Process



### 7.5. Assurance Visit Process



### 7.6. Assurance Visit Grading Appeal Process



## 8. RTAS Formal Review Outcome Guidelines

Suspension Duration (Years)	<1	1	2	3	4	5	5>	Permanent Ban
Event	Action				Action			
	Disciplinary Action (can include suspension) (<1-3 years)				Suspension (4-5> years & Permanent Ban)			
	Provider management systems – Contravention, Slips and Lapses, Mistake caused by the system and Poor Judgement				Sabotage, Malicious Intention, Deliberate or Reckless Contravention, Contravention for personal benefit			
Breach of RTAS Rules	Mistake	Breach		Multiple Occurrence Breach and/or Deliberate Breach				
				Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind				
Theft, fraud or falsification			Breach	With knowledge of management and/or Guiding Mind	Multiple Occurrence Breach and/or Deliberate Breach			
					Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind			
Infringement of Health and Safety Rules	Mistake	Breach		Multiple Occurrence Breach and/or Deliberate Breach				
				Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind				
Negligence leading to, or potential to lead to, loss or injury			Breach	With knowledge of management and/or Guiding Mind	Multiple Occurrence Breach and/or Deliberate Breach			
					Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind			
Deliberate damage				With knowledge of management and/or Guiding Mind	Multiple Occurrence Breach and/or Deliberate Breach			
					Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind			

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## Formal Review Procedures APPENDIX

# Rail Training Assurance Scheme (RTAS) Formal Review Procedures

## RTAS procedures relating to Investigations, Formal Reviews and Formal Review Outcomes

Published [24<sup>th</sup> August 2020]

## Definitions

Unless otherwise stated, all defined terms used in this Appendix are as defined in the RTAS Rules V2.0. For the avoidance of doubt, this Appendix forms part of the RTAS Rules.

## Purpose and Scope

This Appendix, in operation from 24<sup>th</sup> August 2020 sets out the procedures used where a breach of the RTAS Rules is alleged or suspected and the possible consequences of any such breach.

Compliance with the RTAS Rules is monitored by the Network Rail appointed Assurance Organisation. This includes overseeing the Formal Review of an alleged or suspected breach of the RTAS Rules by an Assured Provider, Assured Position or Individual who does not hold an Assured Position within the Assured Provider's organisational structure.

The purpose of this Appendix is to inform all parties of their responsibilities at each stage where a breach of the RTAS Rules is alleged or suspected. This includes:

- (i) the initial reporting of an allegation or suspected breach;
- (ii) how the relevant parties should assess and respond to an alleged or suspected breach;
- (iii) the procedure to be followed in a Formal Review;
- (iv) the procedure to be followed in a Formal Review Appeal

Any procedures or requirements set out in this Appendix may be waived or varied at the sole discretion of Network Rail.

## 9. Overview of process

9.1. The following diagram gives an overview of the possible stages of the RTAS procedures where a breach of the RTAS Rules is alleged or suspected:



## 10. Other investigations

10.1. Some breaches of the RTAS Rules may be investigated by outside parties such as the British Transport Police (BTP), Office of Rail and Road (ORR), Government departments (list is not exhaustive). The Assured Provider, Assured Position or Individual who does not hold an Assured Position within the Assured Provider's organisational structure may be notified by the Assurance Organisation if such a case arises.

10.2. The Assurance Organisation and Network Rail reserve the right to pass on to a third party any information received in connection with an alleged or suspected breach of the RTAS Rules subject to compliance with all relevant legislation regarding personal identifiable and/or sensitive information and regulatory justification.

10.3. Any conclusion or findings from outside parties may be used as part of a Formal Review or Formal Review Appeal.

## Reporting alleged or suspected breaches

### 11. An alleged or suspected breach

- 11.1. Notification of an alleged or suspected breach of the RTAS Rules may be received by the Assurance Organisation or Network Rail from various sources including, but not limited to: Sponsors; clients; whistle-blowers; Sentinel Scheme Administrators; the Assurance Organisation; an Assured Provider; an Assured Assessor; an Assured Trainer; an Individual; Network Rail; or the BTP.
- 11.2. On receipt of information relating to any alleged or suspected breach of the RTAS Rules, the Assurance Organisation will review the issues, undertake initial fact finding activities and discuss within the Formal Review panel meetings to agree the next steps.
- 11.3. In the event that an alleged or suspected breach is received relating to an Assured Provider, Assured Position or Individual who does not hold an Assured Position within the Assured Provider's organisational structure, that is no longer subject to the RTAS Scheme, but who was subject to the RTAS at the time of the alleged or suspected breach, this will not automatically preclude fact finding activities and appropriate action from taking place.
- 11.4. Where the Assurance Organisation considers at any stage that an Assured Provider, Assured Position or Individual who does not hold an Assured Position within the Assured Provider's organisational structure poses a risk of immediate harm to competence and/or standards, or poses any other material risk to the RMI, within the scope of the RTAS Rules the Assurance Organisation may impose an immediate Temporary Suspension on the Assured Provider or Individual subject to the approval of the Formal Review Panel.
- 11.5. Where such a Temporary Suspension has been imposed, the Assurance Organisation and Network Rail will use the Formal Review Panel meetings to decide on a three (3) monthly basis whether to uphold, lift, or vary the Temporary Suspension. Further details on Temporary Suspensions are detailed in clause 16.

### 12. Reporting a Breach

- 12.1. Where an Individual observes or otherwise becomes aware of an alleged or suspected breach of the RTAS Rules they shall report this event within one (1) working day to the Assured Provider, the Assurance Organisation, or anonymously to Network Rail through an appropriate whistle-blowing process, including but not limited to CIRAS or Network Rail Speak Out.
- 12.2. Where an Individual working on behalf of an Assured Provider observes or otherwise becomes aware of an alleged or suspected breach of the RTAS Rules, the Assured Provider shall report this event to the Assurance Organisation or Network Rail within one (1) working day of the matter coming to their attention.
- 12.3. Assured Providers must have a process in place to identify and report any alleged or suspected breaches of the RTAS Rules to the Assurance Organisation or Network Rail within one (1) working day of the matter coming to their attention.
- 12.4. Where Network Rail receives a report of an alleged or suspected breach of the RTAS Rules, whether that be through an Individual reporting an event to Network Rail through a whistle-blowing process or otherwise, it shall pass it on to the Assurance Organisation within three (3) working days and proceed in accordance with clause 13. Reports received via Whistleblowing by Network Rail's Business Integrity Team may take up to fifteen (15) working days to come to the attention of the RTAS Formal Review Panel Chair.

- 12.5.** An alleged or suspected breach shall be notified to the Assurance Organisation as follows:
- 12.5.1. By email to FormalReview@nsar.co.uk;
  - 12.5.2. By recorded delivery to Chief Operating Officer, National Skills Academy Rail, 11 Carteret Street, London, SW1H 9DJ, England.
- 12.6.** To the extent possible, the alleged or suspected breach details should include:
- 12.6.1. full details of the alleged or suspected breach, including the location, date, time and set of events which led to the alleged or suspected breach;
  - 12.6.2. names and details of the known and suspected or alleged parties involved;
  - 12.6.3. contact details of the reporter so they can be contacted for further information, unless the reporter wishes to remain anonymous; and
  - 12.6.4. any other information which the reporter thinks could be relevant to assist with the investigation of the alleged or suspected Breach.

## Formal Review Process

### 13. Initiation of Fact Finding

- 13.1.** Where a breach of the RTAS Rules by an Assured Provider or Individual is alleged or suspected, the Formal Review panel will review the issues and decide whether to proceed with fact finding into the alleged or suspected breach.
- 13.2.** The Assurance Organisation will commence the fact finding as soon as reasonably practicable of the notification of the alleged or suspected breach.
- 13.3.** The Assurance Organisation shall take into account the full range of relevant RTAS Rules and in particular clause 6, when considering the basis of any Formal Review.
- 13.4.** Where the Formal Review Panel believes that initial fact finding justifies the commencement of the Formal Review process, the Assurance Organisation will commence the Formal Review process as outlined in section 14 and 15 of this document.

### 14. Formal Review Requirements

- 14.1.** The Assurance Organisation will commence a Formal Review by notifying the Assured Provider(s) and/or Individual(s) in writing that it has commenced a Formal Review using an initial letter as set out in clause 14.2.
- 14.2.** Within ten (10) working days of commencing a Formal Review the Assurance Organisation will send an initial letter to the Assured Provider(s) and/or Individual(s) setting out the following and using the templated Initiation Letter (NR/RTAS/FRL/NSARXXX-LXX)<sup>26</sup>
- (i) that it will be undertaking a Formal Review;
  - (ii) the allegation(s) or suspicion(s) which prompted the Formal Review, together with evidence collated;
  - (iii) the alleged or suspected breach(es) and the clause reference(s);

<sup>26</sup> Where the Assurance Organisation considers that notification to the Assured Provider and/or Individual(s) may prejudice a Formal Review, the Assurance Organisation reserves the right to adjust the detail which is disclosed.

- (iv) a summary of the evidence giving rise to the suspicion or allegation of a breach;
  - (v) details of the next steps and what information may be sought from the Assured Provider(s) and/or Individual(s); and
  - (vi) a copy of the RTAS Rules and its appendices
- 14.3.** During a Formal Review, the Assurance Organisation may need to undertake a variety of steps, including but not limited to:
- (i) requesting written responses from the Assured Provider(s), Individual(s), or third parties;
  - (ii) meeting with the Assured Provider(s), Individual(s) or third parties;
  - (iii) requesting advice from relevant experts, including rail, legal, medical or otherwise
- 14.4.** An Assured Provider and/or Individual is required to cooperate fully with a Formal Review or Formal Review Appeal and to take action as and when requested by the Assurance Organisation and/or by Network Rail.
- 14.5.** Any information and/or documents requested by the Assurance Organisation must be provided as directed, within ten (10) working days of the request from the Assurance Organisation, unless the Assured Provider and/or Individual can explain to the satisfaction of the Assurance Organisation why it cannot provide the requested information and/or documents within ten (10) working days. Where the Assurance Organisation is satisfied with the explanation provided, it will inform the Assured Provider and/or Individual of an alternative deadline for the provision of such information and/or documents.
- 14.6.** Where the information and/or documents requested are not provided, either within ten (10) working days or any alternative deadline set by the Assurance Organisation, there will be a reminder request made by the Assurance Organisation. If the information is still not received within one (1) working day of the reminder request, or an alternative deadline set by the Assurance Organisation, the Assurance Organisation may impose an immediate Temporary Suspension until all the documents and/or information have been provided.
- 14.7.** The Assurance Organisation will use reasonable endeavours to complete any Formal Review within one (1) year from notifying the Assured Provider and/or Individual of initiation of the Formal Review. In cases where the Formal Review is required to obtain information from third parties the review may take longer than one (1) year.
- 14.8.** Failure by an Assured Provider and/or Individual to co-operate fully with the Assurance Organisation and/or Network Rail in relation to a Formal Review or Formal Review Appeal may result in a Temporary Suspension of the Assured Provider and/or Individual by the Assurance Organisation. Where an Assured Provider and/or Individual fails to co-operate fully adverse inferences may also be drawn where appropriate.

## 15. Conclusion of the Formal Review

- 15.1.** On the conclusion of the Formal Review the Assurance Organisation will present the findings to the Formal Review Panel.
- 15.2.** Following a review of the evidence, the Formal Review Panel will decide whether it is proven that there has been a breach of the RTAS Rules. Where it is determined that there has been a proven breach of the RTAS Rules the Formal Review Panel will consider the indicative Formal Review Outcome Guidelines within clause 8 of the RTAS Rules.
- 15.3.** If the Formal Review Panel categorise the investigation outcomes as complex, with potential additional implications, consultation with an additional panel may take place. The additional panel will consider the findings and make appropriate recommendations.

15.3.1. A Formal Review Panel will consist of; (1) the Network Rail Training Head of Governance and Assurance, or deputy when absent (who will act as the Chair); (2) a Network Rail Safety and/or Technical Authority representative; and (3) a Network Rail senior representative.

15.3.2. An additional panel will consist of individuals who have previously not been involved in the Formal Review Panel.

**15.4.** The RTAS Formal Review Outcome shall be communicated by the Assurance Organisation within forty-five (45) working days of the conclusion of the Formal Review using the Formal Review Outcome letter template (NR/RTAS/FRP/NSARXXX-LXX).

**15.5.** Once an Assured Provider and/or Individual has been notified of the RTAS Formal Review Outcome, any appeal against this decision must be received by Network Rail via the Assurance Organisation by recorded postal delivery no later than thirty (30) Days from the date of the notification.

## 16. Suspension and Consequences

**16.1.** A Temporary Suspension removes the Assurance of an Assured Provider or Individual to deliver events and/or their capacity to award Competences on the Sentinel Database.

**16.2.** A Temporary Suspension of an Assured Provider shall also include the premises and/or practical sites owned/leased by the Assured Provider.

**16.3.** At the outset of a Formal Review, and throughout the Formal Review Process, the Assurance Organisation will keep under consideration whether a Temporary Suspension against the Assured Provider(s) and/or Individual(s) is required pursuant to clause [11.4](#) above, and will proceed as appropriate in accordance with that clause.

**16.4.** Where a Temporary Suspension is imposed, the Assured Provider(s) or Individual(s) (as applicable) will be notified by the Assurance Organisation within three (3) working days of the Temporary Suspension.

**16.5.** Assured Provider(s) and/or Individual(s) can make representations in writing to the Assurance Organisation within seven (7) working days of being notified of a Temporary Suspension. The Assurance Organisation will then collate all the evidence, including the Assurance Organisation's findings and pass on to Network Rail for consideration as to whether the Temporary Suspension should be upheld.

**16.6.** Network Rail will consider any representations and evidence provided by the Assured Provider(s) and/or Individual(s) (as applicable). Within twenty-one (21) working days of receiving any such representations and evidence from the Assurance Organisation Network Rail will provide the Assured Provider(s) and/or Individual(s) (as applicable) a decision on whether or not to uphold the Temporary Suspension.<sup>27</sup>

**16.7.** The Assurance Organisation with Network Rail will review any Temporary Suspension decision at least once within three (3) months of the Temporary Suspension decision made. The review decision shall be notified to the Assured Provider(s) and/or Individual(s) (as applicable) within ten (10) working days via the Assurance Organisation.

**16.8.** The Temporary Suspension will remain in place until it is revoked or varied by Network Rail.

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<sup>27</sup> This will normally be undertaken within the RTAS Formal Review Panel Forum.

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Compliance Date: 24<sup>th</sup> November 2020

- 16.9.** A Formal Review Outcome of Suspension (not including Temporary Suspension) for any Assured Trainer, Assured Assessor, Assured Provider and/or Individual not in an Assured Position may result in removal of affected delegate/candidate Competences as defined by the scope and complexity of the investigation.
- 16.10.** Any Assured Provider, Assured Trainer, Assured Assessor who is suspended more than twice as an outcome of Formal Review, may be subject to a permanent ban from the delivery of RTAS Assured training and/or assessment, taking account of clause **8**.
- 16.11.** Any individual suspended and/or identified in the Formal Review Outcome as a Guiding Mind of an Assured Provider which has been suspended, shall not be permitted to hold any position of influence, or direct or indirect involvement with any Assured Provider, until the suspension has expired, been revoked and/or specifically approved by Network Rail <sup>28</sup>.
- 16.12.** Any individual suspended and/or identified in the Formal Review Outcome as a Guiding Mind of an Assured Provider which has been suspended, shall not involve themselves directly or indirectly in the planning and/or facilitating by any means, of the delivery of any safety critical training event, unless specifically approved by Network Rail <sup>29</sup>.

## The Formal Review Appeal Process

### 17. Appealing against an RTAS Outcome

- 17.1.** This section sets out how an Assured Assessor, Assured Trainer, Assured Provider and/or Individual(s) can appeal an RTAS Formal Review Outcome.
- 17.2.** Appeals should be heard without unreasonable delay and set at a time and place determined by the Formal Review Appeal Hearing Panel Chair.

### 18. Grounds for Appeal

- 18.1.** An Assured Assessor, Assured Trainer, Assured Provider and/or Individual(s) (hereafter the 'Appellant') can only appeal a Formal Review Outcome where:
- 18.1.1. a request is made in writing to Network Rail as per clause **19** within thirty (30) working days of the RTAS Formal Review Outcome; and
  - 18.1.2. there is new evidence not presented during the Formal Review and/or mitigating circumstances and/or any other compelling reason which in the opinion of Network Rail justifies a Formal Review Appeal.

### 19. How to Appeal

- 19.1.** An Appellant should detail the grounds for their appeal in writing and submit it by recorded delivery to Chief Operating Officer, National Skills Academy Rail, 11 Carteret Street, London, SW1H 9DJ, England.
- 19.2.** In the event that Network Rail has received a request for a Formal Review Appeal and consider that one of the grounds in clause **18.1.2** is satisfied, Network Rail shall appoint a secretariat to oversee the Formal Review Appeal process within seven (7) working days of the receipt of a request for appeal.

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<sup>28</sup> Requests shall be made in writing to the Assurance Organisation [see Clause 19.1 of this document]

<sup>29</sup> Requests shall be made in writing to the Assurance Organisation [see Clause 19.1 of this document]

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- 19.3. Network Rail shall acknowledge the Appellant in writing within seven (7) working days of the date of receipt of the Formal Review Appeal request.
- 19.4. The Network Rail Secretariat will send a Notice of Formal Review Appeal.
- 19.5. The Notice of Formal Review Appeal (NR/RTAS/FRL/NSARXXX-AP) will:
  - 19.5.1. Set out the specific allegation(s) against the Assured Provider and/or Individual and the RTAS Formal Review Outcome;
  - 19.5.2. Enclose a copy of the RTAS Rules and its appendices.
  - 19.5.3. Request confirmation from the Appellant within fourteen (14) working days of receipt of the notice as to whether they:
    - 19.5.3.1. Accept that they have committed all the specific breaches identified in the RTAS Formal Review Outcome;
    - 19.5.3.2. Accept that they have committed all the specific breaches identified but do not accept the RTAS Formal Review Outcome and intend to pursue a Formal Review Appeal on that basis;
    - 19.5.3.3. Accept that they have committed some but not all the specific breaches identified, identifying clearly those breaches which they accept and those which they do not accept, and intend to pursue a Formal Review Appeal on that basis; or
    - 19.5.3.4. Do not accept that they have committed any of the specific breaches identified and intend to pursue a Formal Review Appeal on that basis.
- 19.6. The Appellant shall provide a reply to the Formal Review Appeal Notice to Network Rail within fourteen (14) working days of receipt of the Formal Review Appeal Notice. It shall set out confirmation of the matters documented in clause 19.5.3 and any other issues it wishes to bring to the attention of Network Rail at this stage. Evidence does not need to be introduced at this stage, but rather should be in accordance with section 21.
- 19.7. The RTAS Formal Review Outcome will apply in the event that the Assured Provider(s) or Individual(s):
  - (i) accept the breaches and recommended RTAS Outcome set out in the Notice of Formal Review Appeal; or
  - (ii) do not reply to the Formal Review Appeal Notice within fourteen (14) working days, unless the Assured Provider(s) or Individual(s) can provide a satisfactory justification as to why they have not responded within the stipulated timeframe.
- 19.8. In the event that the Assured Provider(s) or Individual(s) notify Network Rail, via the Assurance Organisation, that they do not accept the allegations and/or RTAS Outcome, within fourteen (14) working days of receiving such notification from the Assured Provider(s) or Individual(s), Network Rail will use reasonable endeavours to appoint Formal Review Appeal Panel representatives within forty-five (45) working days.

## 20. Constitution of the Formal Review Appeal Panel

- 20.1. The panel conducting the Formal Review Appeal Hearing will be independent of the Formal Review Panel and as a minimum will comprise three (3) individuals from Network Rail who have not been involved in the Formal Review.

- 20.2. A panel will consist of; (1) the Network Rail Training Head of Governance and Assurance, or deputy when absent (who will act as the Chair); (2) a Network Rail Safety Technical and Engineering representative; and (3) a Network Rail senior representative.

## 21. Evidence

- 21.1. Within twenty-one (21) working days of the Formal Review Appeal Panel being convened, the panel will provide direction to the Assurance Organisation and the Assured Provider(s) and/or Individual(s), which may include:

- 21.1.1. Setting out the identities of the Formal Review Appeal Panel members and their roles within Network Rail;
- 21.1.2. Setting out a List of Issues relevant to the allegations made against the Assured Provider(s) and/or Individual(s) and areas where further explanation, evidence or analysis may assist the panel;
- 21.1.3. Invite the Assurance Organisation to provide written representations and/or witness statements in relation to the allegations, normally within twenty-eight (28) working days from the date of the direction. In providing such evidence, the Assurance Organisation should also provide copies of any documentary or other evidence on which they wish to rely on and summarise:
- (i) the allegations against the Assured Provider(s) and/or Individual(s), referring to the factual circumstances surrounding the allegations;
  - (ii) the key documentation or evidence supporting the Assurance Organisation's position;
  - (iii) the particular RTAS Rules that the Assurance Organisation believes have been breached;
- 21.1.4. Inviting the Assured Provider(s) and/or Individual(s) to provide written representation and/or witness statements in relation to the evidence provided by the Assurance Organisation, within twenty-eight (28) working days from the date of the Assurance Organisation's evidence provided in clause 21.1.3.<sup>30</sup> In providing such evidence, the Assured Provider(s) and/or Individual(s) should also provide copies of any documents or other evidence on which they wish to rely on.
- 21.1.5. Inviting the Assurance Organisation to provide written representations and/or witness statements in reply to the Assured Provider(s) and/or Individual(s) evidence, normally within twenty-eight (28) working days from the date of the Assured Provider(s) and/or Individual(s) evidence. In providing such evidence, the Assurance Organisation should also provide copies of any further documentary or other evidence on which they wish to rely on.
- 21.1.6. Setting out the proposed date, or range of possible dates, for the Formal Review Appeal Hearing and seek from the Assurance Organisation and Assured Provider(s) and/or Individual(s) their availability to attend such a hearing on those dates;
- 21.1.7. Setting out such other directions as the Formal Review Appeal Panel considers appropriate; and
- 21.1.8. Requesting confirmation from the Assurance Organisation and the Assured Provider(s)/Individual(s) whether they seek any amendments to the directions.

<sup>30</sup> Depending on the volume and complexity of the evidence the period of twenty-eight (28) working days, and other time periods in clauses 20 and 21, may be extended or shortened at the sole discretion of Network Rail.

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Compliance Date: 24<sup>th</sup> November 2020

- 21.2.** Following receipt of the dates of availability from the parties, as soon as practicable and no later than thirty (30) working days from the final submission of evidence from the Assurance Organisation, as per **21.1.5**, the appointed Network Rail Secretariat shall inform the Assurance Organisation and the Assured Provider(s)/Individual(s) of the address, time and date of the Formal Review Hearing.<sup>31</sup>

## **22. Formal Review Appeal Hearing**

- 22.1.** No later than fourteen (14) working days before a Formal Review Appeal Hearing, the appointed Network Rail Secretariat shall provide directions to the Assurance Organisation and the Assured Provider(s)/Individual(s), setting out confirmation:

- (i) of the venue, date and start/finish times of the Formal Review Appeal Hearing;
- (ii) that the Assurance Organisation and the Assured Provider(s)/Individual(s) may each identify up to two representatives who will attend the Formal Review Hearing;
- (iii) of the proposed allotment of time for the Formal Review Appeal Hearing. This timetable will be an indicative maximum time allotment only and neither party shall be required to use the full allotment of their time should they not wish to do so;<sup>32</sup>
- (iv) of any other appropriate directions that the Formal Review Appeal Panel considers appropriate in relation to the Formal Review Appeal Hearing

- 22.2.** No later than ten (10) working days before the Formal Review Appeal Hearing, the appointed Network Rail Secretariat shall provide the Assurance Organisation and the Assured Provider(s)/Individual(s) with a Formal Review Hearing bundle, containing relevant evidence filed by the Assurance Organisation and Assured Provider(s)/Individual(s).

- 22.3.** The Formal Review Appeal Hearing will be attended by the Formal Review Appeal Panel and up to two representatives of each of the Assurance Organisation and each Assured Provider or Individual.

- 22.4.** The Formal Review Appeal Panel will consider any oral submissions made on behalf of the Assurance Organisation, Assured Provider, Assured Assessor, Assured Trainer and/or Individual, and any documentary evidence relied upon.

- 22.5.** No cross-examination shall take place at the hearing. However, representatives of the Assurance Organisation and the Assured Provider(s)/Individual(s) shall be entitled to attend in person and make oral submissions to the Formal Review Appeal Panel.

- 22.6.** At the Formal Review Appeal Hearing:

22.6.1. The Assurance Organisation shall make oral submissions to seek to substantiate the allegations made against the Assured Provider(s) and Individual(s).

22.6.2. The Assured Provider(s) and/or Individual(s) may make oral submissions in response to the allegations made against them.

22.6.3. The Assurance Organisation may make closing submissions in relation to any evidence and submissions made during the Formal Review Appeal Hearing.

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<sup>31</sup> Any changes to the address, date or time of the Formal Review Hearing or the identity of panel members will not invalidate the notice but must be notified to the relevant person as soon as possible after they are known to the Assurance Organisation.

<sup>32</sup> For the avoidance of doubt: (1) the Panel is entitled to ask questions at any point during the Appeal Hearing, and therefore the schedule set out could be subject to variations. (2) Neither party will be required to use the full allotment of their time should they not wish to do so. (3) If any party requires further time than that allotted whether any further time will be allotted will be at the discretion of the Formal Review Appeal Panel.

- 22.6.4. The Assured Provider(s) and Individual(s) may make closing submissions in relation to any evidence and submissions made during the Formal Review Appeal Hearing.
- 22.7.** The Formal Review Appeal Panel is entitled to ask questions at any point during the Formal Review Appeal Hearing.
- 22.8.** Opening submissions are an opportunity for each party to summarise the evidence on which they intend to rely and refer to during the Formal Review Appeal Hearing.
- 22.9.** Closing submissions are an opportunity for each party to summarise any final points on the evidence for the benefit of the Formal Review Appeal Panel, and in particular address any points which may have been raised during the course of the Formal Review Appeal Hearing.
- 22.10.** The parties' submissions, and all evidence produced by the parties, is to be dealt with at the Formal Review Appeal Hearing and no party shall be entitled to make submissions or submit any evidence following the conclusion of the Formal Review Appeal Hearing. However, in the event that the Formal Review Appeal Panel identifies specific issues in relation to which it requires further assistance and/or explanation, it reserves the right to make such additional requests of the Assurance Organisation and/or Assured Provider(s)/Individual(s) on specific issues following the Formal Review Appeal Hearing as it considers appropriate.
- 22.11.** The appointed Network Rail Secretariat shall make arrangements for a transcript of the hearing and make available a copy of the transcript to the Assurance Organisation and to the Assured Provider(s) and/or Individual(s) within ten (10) working days of the Formal Review Appeal Hearing.
- 22.12.** The Formal Review Appeal Panel will consider the evidence presented at the Formal Review Appeal Hearing, including the oral submissions and any transcript, prior to providing a written decision setting out its conclusions within twenty-eight (28) working days of the conclusion of the Formal Review Appeal Hearing.
- 22.13.** The burden of proof applicable to Formal Review Appeal Hearings is the same as civil proceedings, namely, the "on the balance of probabilities", i.e. the Formal Review Appeal Panel must determine by reference to the available evidence whether it is more likely than not that a breach of the RTAS Rules has taken place.
- 22.14.** If an Assured Assessor, Assured Trainer, Assured Provider and/or Individual fails to attend a Formal Review Appeal Hearing then the Formal Review Appeal Panel may postpone the hearing to a later date or proceed with the Formal Review Appeal Hearing and may proceed to make a decision against the Assured Assessor, Assured Trainer, Assured Provider and / or Individual.

## **23. Revocation of RTAS Outcome**

- 23.1.** Network Rail may, at any time, revoke a Suspension made by Network Rail or the Assurance Organisation.

## Assured Provider Records APPENDIX

# Rail Training Assurance Scheme (RTAS) Assured Provider Records transfer

## Assured Provider ceasing trading, or their Assurance being withdrawn

Published [24<sup>th</sup> August 2020]

## Definitions

Unless otherwise stated, all defined terms used in this Appendix are as defined in the RTAS Rules V2.0.

## Purpose and Scope

This Appendix, in operation from 24<sup>th</sup> August 2020 sets out the process for the transfer of records to Network Rail Training where the Assured Provider is to cease trading, or their Assurance is being withdrawn.

Records in scope for training and assessment events completed for Competence actions and activities undertaken on RMI by the Assured Provider.

The compliance of the RTAS Rules is monitored by the Network Rail appointed Assurance Organisation. This includes providing the initial point of contact for the Assured Provider with regards to decision made to cease trading and/or the withdrawal of Assurance.

The purpose of this Appendix is to inform all parties of their responsibilities at each stage of transferring records by the Assured Provider to Network Rail Training. This includes:

- (i) the Assured Provider's initial notification of the decision made to cease trading and/or the withdrawal of Assurance;
- (ii) the information that the Assurance Organisation will provide at the time of receiving the notification;
- (iii) timescales of each phase of transfer;
- (iv) details required to enable transfer;
- (v) the process to be followed to complete transfer

Any procedures or requirements set out in this Appendix may be waived or varied at the sole discretion of Network Rail.

## 24. Overview of Process

**24.1.** The following diagram gives an overview of the stages of the process for the transfer of records to Network Rail Training where the Assured Provider is ceasing trading, or their Assurance is being withdrawn:



## Process for the transfer of records

### 25. Notification from Assured Provider to Assurance Organisation

- 25.1. In the event that an Assured Provider becomes aware that it is to cease trading or of its Assurance being withdrawn, the Assured Provider shall notify the Assurance Organisation in writing by email to [accreditationadmin@nsar.co.uk](mailto:accreditationadmin@nsar.co.uk) within fourteen (14) days.
- 25.2. The Assurance Organisation shall confirm receipt of notice and provide the Assured Provider with a reminder of RTAS Rule clause 1.19 and request the detailed records as per the clause using a templated communication and including an Excel copy of the National Records Group electronic inventory template to be populated by the Assured Provider.
- 25.3. On receipt of the notification the Assurance Organisation shall inform Network Rail via an email to [TQAS@networkrail.co.uk](mailto:TQAS@networkrail.co.uk) of notice received.

### 26. Provide details of records to be transferred

- 26.1. The Assured Provider shall provide the details of their records of previous training and assessment events completed for Competence actions and activities undertaken on RMI to the Assurance Organisation utilising the National Records Group electronic inventory template provided.
- 26.2. The Assured Provider shall conduct a verification of their records against all Sentinel notifications declaring that they are present in the inventory of records being returned.
- 26.3. The Assured Provider shall then provide the Sentinel notification cross reference data, along with the inventory via email to [accreditationadmin@nsar.co.uk](mailto:accreditationadmin@nsar.co.uk) for the Assurance Organisation for review and confirmation.
- 26.4. If the findings from the cross referencing of the Sentinel notifications and the inventory finds records missing, then this may be referred to the RTAS Formal Review Process dependant on the circumstances and age of packs, for example if live competences are effected by the loss.
- 26.5. Once satisfied the Assurance Organisation shall forward the verified electronic inventories to Network Rail via an email to [TQAS@networkrail.co.uk](mailto:TQAS@networkrail.co.uk).

### 27. Transfer of records on date provided

- 27.1. Network Rail Training shall provide the electronic inventories and agree a suitable delivery address, date, time and point of contact for receipt of records with the National Records Group.
- 27.2. The Assured Provider shall then arrange within thirty (30) days of the initial notification the transfer of all records to Network Rail.
- 27.3. Network Rail will communicate directly with Assured Provider using a templated communication via the [TQAS@networkrail.co.uk](mailto:TQAS@networkrail.co.uk) email account, providing the address and date for delivery to National Records Group by the Assured provider.

- 27.4. The Assured Provider is responsible for the procurement of a suitable courier, including all associated costs with the transfer of records, and shall provide confirmation of the courier arrangements to Network Rail via email to [TQAS@networkrail.co.uk](mailto:TQAS@networkrail.co.uk)
- 27.5. The Assured Provider remains responsible for all records until they are confirmed as received and complete by the National Records Group.
- 27.6. Network Rail Training shall forward the Assured Provider courier details to National Records Group.

## 28. Confirmation of records transferred

- 28.1. National Records Group shall confirm receipt of records and report any issues to Network Rail via email to [TQAS@networkrail.co.uk](mailto:TQAS@networkrail.co.uk)
- 28.2. Records will remain on site with the National Records Group until all issues are resolved or Network Rail agrees for the records to be archived.
- 28.3. Any issues with the receipt of Assured Provider records will be notified via email from Network Rail to the Assured Provider.
- 28.4. National Records Group will process and submit the records into offsite storage, as per the current Network Rail storage process.
- 28.5. National Records Group shall maintain electronic records of the inventories received from the Assured Provider and provide Network Rail Training with a copy, including the barcode reference.
- 28.6. Network Rail Training, via the National Records Group, shall retain the records in accordance to company standards, policies, and legislation.