

- 2.3.2. Maintain a thorough understanding of the contents of the Competence Standards for the Competences for which they provide training covered by the RTAS Scheme.
- 2.3.3. Only use current Network Rail approved training materials from the Network Rail Training Toolkit for the Competences covered by the Sentinel Scheme and delivers them in accordance with the training organisation's management system and all Network Rail specific requirements set out in its training materials (including duration and delegate numbers). Any amendment to the duration or delegate numbers 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 Providers organisational structure which excludes the delegate; and (v) dated and retained within the course pack.
- 2.3.4. Complete all training documentation required and upload the results to the Sentinel Database in accordance with the training organisation's management system and the RTAS Rules.
- 2.3.5. When on or about the RMI, act in a safe manner at all times in line with the Lifesaving Rules¹³ and follow instructions given by the responsible person(s) on duty.
- 2.3.6. Maintain an in-date Sentinel Scheme profile covering all Competences for which they provide training.
- 2.3.7. When delivering a training course, the PTS and COSS competences must be held and maintained, as a minimum, by the Assured Trainer.
- 2.3.8. Undertake and pass the Assured Trainer and/or Assured Assessor On-Line Exams annually to maintain Assurance:
 - 2.3.8.1. Assured Trainers and/or Assured Assessors who are identified as **not** using their Competences for "Operational Purposes" (i.e. those who deliver training only) must undertake their Assured Trainer and/or Assured Assessor exams annually and before the expiry date in line with the Assured Provider's Competence management system. **No** grace period is allowed.
 - 2.3.8.2. All other Assured Trainers and/or Assured Assessors identified as using their Competences operationally must undertake the Assured Trainer and/or Assured Assessor exams for only the capabilities in which they deliver training and assessment. For all other competences in which they do not have training and/or assessment capability, the Assured Trainers and/or Assured Assessors will be required to undertake the relevant workplace Competence renewal events¹⁴ as required to maintain their competence.
 - 2.3.8.3. Failure to successfully pass the core exams prior to the expiry of the relevant Competences shall result in the suspension of **all** of the

¹³ The Lifesaving Rules can be found on Safety Central

¹⁴ For example, Engineering Supervisor (ES)/Person in Charge of Possession (PICOP)/Auxiliary Operating Duties (AOD) – this list is not exhaustive

Assured Capabilities. In order to reinstate those Assured Capabilities, initial training will be required for all the Assured Capabilities covered in the core exam.

- 2.3.8.4. All non-core exams must be completed within fifteen (15) Days of the core exam start.
- 2.3.8.5. Failure to successfully pass non-core exams shall result in the suspension of one (1) or more of the Assured Capabilities. In order to reinstate those Assured Capabilities, initial training will be required for the one (1) or more of the Assured Capabilities covered in the non-core exam.
- 2.3.9. It is a requirement for each Assured Trainer to: (i) complete their CPD in line with RTAS requirements; and (ii) record their completed CPD on the Assurance Organisation's on-line system. Failure to do so, and where there is **not** a dispensation in place, may result in a formal review and potential Suspension, as instructed by Network Rail, of their assurance to train and/or assess, until the relevant CPD is completed.
- 2.3.10. Fully cooperate with any reviews and/or investigations initiated and/or in progress as requested by the Assurance Organisation and/or Network Rail. Failure to do so may result in an immediate temporary suspension of the Assured Trainer's assurance as directed by Network Rail.

2.4. Assured Assessors (Individual)

Assured Assessors of Competences covered by the RTAS Scheme shall:

- 2.4.1. Comply with the RTAS Rules, Network Rail company policies, standards, procedures and materials, including but not limited to, NR/L2/CTM/202 Quality Assurance in Training and Assessment, and Sentinel Scheme Rules.
- 2.4.2. Maintain a thorough understanding of the contents of the Competence Standards for the Competences and Assured Capabilities for which they provide assessment covered by the RTAS Scheme.
- 2.4.3. Deliver a **minimum** of six (6) workplace Competence assessments per twelve (12) month period (January to December). For Assured Assessors who secure Assurance during the year, the minimum delivery requirements can be pro-rata. Guidance shall be secured from the Assurance Organisation.
- 2.4.4. Only use current Network Rail approved assessment materials from the Network Rail Training Toolkit for the Competences covered by the RTAS and deliver them in accordance with the Assured Provider's management system and all Network Rail specific requirements.
- 2.4.5. When on or about the RMI, act in a safe manner at all times in line with Lifesaving Rules and follow instructions given by the responsible person(s) on duty.
- 2.4.6. Maintain Competence in accordance with **clauses 2.3.7, 2.3.8 and 2.3.9.**

- 2.4.7. Complete all assessment documentation required and upload the results to the Sentinel Database in accordance with the Assured Provider's management system and the RTAS Rules.
- 2.4.8. Maintain an in-date Sentinel profile covering the Competences for which they provide assessment and any pre-requisite Competences.
- 2.4.9. Fully cooperate with any reviews or investigations initiated and/or in progress as requested by the Assurance Organisation and/or Network Rail. Failure to do so may result in an immediate temporary Suspension of the Assured Assessor's Assurance as instructed by Network Rail.

2.5. Sole Trainers and Assessors

- 2.5.1. Sole trainers and assessors shall be considered as an Assured Provider and shall be subject to the clauses within **2.2 Assured Provider**, **2.3 Assured Trainers (Individual)** and **2.4 Assured Assessors (Individual)**, as applicable.

2.6. Network Rail

- 2.6.1. The RTAS and governing Rules are implemented, upheld and overseen by Network Rail
- 2.6.2. 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.
- 2.6.3. Where the outcome of a Formal Review is agreed and/or instructed as suspension, Network Rail will notify the subject of any Formal Review of the outcome within thirty (30) Days of the decision being made.
- 2.6.4. Upon receipt of request for a Formal Review Appeal from An Assured Provider, Network Rail will undertake Formal Review Appeals and any Formal Review Appeal Hearings.
- 2.6.5. An Assured Provider, Assured Trainer, Assured Assessor and/or any Individual may only appeal a Formal Review Outcome where: (i) a request is made in writing to Network Rail, in accordance with paragraph **5.5.2**, within thirty (30) Days of the date of the letter notifying them of the Formal Review Outcome; and (ii) there is new evidence not presented at 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 .
- 2.6.6. In the event of an appeal request from an Assured Provider, Assured Trainer, Assured Assessor and/or any Individual proceeding to a Formal Review Appeal, Network Rail will oversee the Appeal which may involve the Assurance Organisation, the Assured Provider, Assured Trainer, Assured Assessor and/or any Individual.

3. Management System Requirements

3.1. Assurance Process

- 3.1.1. 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.

3.2. Scope of the Assurance Process

- 3.2.1. 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.
- 3.2.2. Provides Assurance for the facilities in which the Assured Provider wishes to deliver practical training and/or assessment for track induction, OTP machine/crane controller and OLEC training.

3.3. Competence of Assured Trainers and/or Assessors

- 3.3.1. Assured Trainers and/or Assured Assessors shall be competent in the Assured Capabilities in which they deliver training and/or assessments. Competence certification shall be obtained and maintained in accordance with [clauses 2.3.7 and 2.3.8](#).

3.4. Initial Assurance of Trainers

- 3.4.1. Trainers applying to join the RTAS shall comply with the process defined by the Assurance Organisation.
- 3.4.2. The initial registration to become an Assured Trainer must be completed before mentorship (as set out at clause 3.4.3 below) in order for any additional Assured Capability to be awarded.
- 3.4.3. The Assured Provider shall appoint a qualified and experienced trainer mentor who holds the Assured Capability to deliver support to the trainer under mentorship in a programme of mentored development. The mentored trainer shall be briefed by the mentor on the content and delivery of the course that they are to deliver, and this briefing shall be documented. The mentored trainer shall be supported through the delivery of a series of courses 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 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. Upon conclusion of this, the Assured Provider must be satisfied that the trainer under mentorship is capable of delivering the course. The Assured Provider shall then submit evidence to the Assurance Organisation of the satisfactory completion of the programme of mentored development to initiate 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.

- 3.4.4. The mentored trainer shall also demonstrate occupational Competence by providing operational evidence for the specific Assured Capability being applied for.
- 3.4.5. The trainer 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 trainer mentor with a Conflict of Interest may be rejected and may be subject to a Formal Review.

3.5. Extension of the Scope of the Assurance for a Trainer

- 3.5.1. Assured Trainers wishing to add further Assured Capabilities shall follow the process in 3.4.3, 3.4.4 and 3.4.5. The 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.

3.6. Initial Assurance of Assessors

- 3.6.1. Assessors applying to join the RTAS shall comply with the process set down by the Assurance Organisation.
- 3.6.2. The initial registration to become an Assured Assessor must be completed before mentorship (as set out at clause 3.6.3 below) in order for additional Assured Capability to be awarded.
- 3.6.3. The Assured Provider shall appoint a qualified and experienced Assured Assessor mentor who holds the Assured capability to deliver support to the assessor under mentorship in a programme of mentored development. The mentored assessor shall be briefed by the mentor on the content and delivery of the assessment that they are to deliver, and this briefing shall be documented. The mentored assessor shall be supported through the delivery of a minimum of two (2) mentored assessments undertaken for each Assured Capability 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 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. Upon conclusion of this mentorship period, the Assured Provider must be satisfied that the assessor under mentorship is capable to deliver the assessment. The Assured Provider shall then submit evidence to the Assurance Organisation of the satisfactory completion of the programme of mentored development to initiate 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.
- 3.6.4. The mentored assessor shall also demonstrate occupational Competence by providing operational evidence for the specific Assured Capability being applied for.
- 3.6.5. The assessor 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 assessor mentor with a Conflict of Interest may be rejected and may be subject to Formal Review.

3.7. Extension of the scope of the Assurance for an Assessor

- 3.7.1. Assured Assessors wishing to add additional assessments for Assured Capabilities shall follow the process in 3.6.3, 3.6.4 and 3.6.5. 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.

3.8. Extension to the scope of the Assurance for an Assured Provider

- 3.8.1. Assured Providers wishing to conduct training and/or assessment events in a Competence not included in the scope of their Assured Capabilities shall:
- 3.8.1.1. Install the equipment to comply with the requirements of the Network Rail training materials and Network Rail standards (where appropriate); and
 - 3.8.1.2. Appoint an Assured Trainer for that Assured Capability; and
 - 3.8.1.3. Complete the application for the Assured Capability which is submitted to the Assurance Organisation; and
 - 3.8.1.4. Complete the application for practical site approval which is submitted to the Assurance Organisation, where applicable.
- 3.8.2. 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:
- 3.8.2.1. Qualifications of the trainer and/or assessor including their rail industry vocational experience; and
 - 3.8.2.2. Facilities required to train and/or assess the Competence.
- 3.8.3. The proposed Assured Provider, Assured Trainer and/or Assured Assessor shall also have had relevant experience as specified within NR/L2/CTM/202 Quality Assurance in Training and Assessment.

3.9. Provision of Training and Assessment Materials

- 3.9.1. Training and 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 Training Toolkit.
- 3.9.2. Assured Providers shall, as a minimum, only use training and 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.

3.10. Assured Training and Assessment

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

3.10.1.1. Have been nominated, in writing by a Sponsor who holds a valid and current Railway Industry Supplier Qualification Scheme (RISQS) audit certificate, to attend a Sentinel Scheme training course or assessment

3.10.1.2. Hold all:

3.10.1.2.1. The general pre-requisite event requirements;

3.10.1.2.2. Current and valid sponsorship;

3.10.1.2.3. Proof of identity¹⁵;

3.10.1.2.4. Confirmation from the Sentinel Database of a current and valid: (i) medical certificate; and (ii) D&A certificate;

3.10.1.2.5. For defined Competences, are able to read and speak English¹⁶ and demonstrate their ability to communicate effectively throughout the course; and

3.10.1.2.6. For defined Competences, meet any specified pre-requisites, and provide supporting evidence as specified in the Network Rail Competence Standard for the Competence concerned.

3.10.1.3. 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 event.

3.11. Assured records

3.11.1. Training Records

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

3.11.1.1. The booking form and evidence of booking in full 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.¹⁷

3.11.1.2. Documented evidence that the Joining Instructions have been issued

¹⁵ I.e. a current and in date Sentinel Card, full driving licence, passport, biometric ID card, resident permit as per Home Office guidance or 'ValIDate' card.

¹⁶ The trainer has to assess the delegate's ability to hold a conversation in English throughout all courses and take action to confirm that the delegate does not undergo and/or continue training should they be unable to communicate effectively in English.

¹⁷ Where electronic databases are used Electronic Signatures must be evidenced.

to and received by the relevant Sponsor.

- 3.11.1.3. Documented and dated evidence that the Sentinel Database and/or Network Rail's e-learning system has been checked before the delegate is accepted for the training place in order to confirm compliance with the pre-requisites and assessment requirements for the Competence to be trained.
- 3.11.1.4. Documented and dated evidence that proof of the identity of delegates attending the event has been checked, verified and recorded.
- 3.11.1.5. A copy of the original Acceptable Forms of Identification produced, with permission of the delegate (this can include the Sentinel Smart Card where already held). Up-to-date information regarding the basic legal forms of identification can be found on the Home Office's website.¹⁸
- 3.11.1.6. A copy of the completed course register. The Assured Trainer shall sign and date the course register for each course attended, in full, on the first day of the course. The delegate shall sign the course register in full on the first day. The Assured Trainer and delegate shall initial the course register for the subsequent days of the course.
- 3.11.1.7. 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.
- 3.11.1.8. Risk assessments and documentation of any deviations (and the reasons) in times and delegate numbers from those scheduled must be retained within the course pack and in line with 2.2.8.
- 3.11.1.9. Records of the delegate results detailing whether the delegate has passed or failed.
- 3.11.1.10. Records of the reason as to when and why a delegate has been turned away from a training event.
- 3.11.1.11. Records on the course register of the training material versions for the event delivered by the Assured Trainer.
- 3.11.1.12. Training materials for the event completed by the Assured Trainer and delegate.
- 3.11.1.13. Assessment materials for the event completed by the Assured Assessor and candidate.
- 3.11.1.14. Records of pass and failure rates for each course that the Assured Provider delivers.
- 3.11.1.15. Evidence that analysis of responses to questions has been

¹⁸ <https://www.gov.uk/employers-checks-job-applicants>

undertaken and used as part of the Verification Process for the Assured Trainer's continuing development purposes.

- 3.11.1.16. Evidence of feedback analysis with the outputs being used as continuous improvement for the Assured Trainer and/or Assured Provider.
- 3.11.1.17. Evidence that equality, diversity and inclusion records are completed, analysed and used for the purposes of the Assured Provider's continuous improvement.
- 3.11.1.18. Supporting evidence of a trackside event, which must include the live environment track visit SWP **(this must be a complete pack and not an extract)** and, in addition, no less than one of the following (below is not an exhaustive list):
 - 3.11.1.18.1. Method statement; or
 - 3.11.1.18.2. Lifting plans; or
 - 3.11.1.18.3. Records of procurement/invoice for the hire of facilities/on track plant equipment.
- 3.11.1.19. A record of delegate feedback for the event, including statements that the feedback can be completed anonymously.
- 3.11.1.20. The record of the training notification from the Sentinel Database of the delegate results for the event.
- 3.11.1.21. 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.
- 3.11.1.22. Evidence that all Assured Trainers and delegates have Swiped In/Out of the training centre each day.
- 3.11.1.23. An Assured Provider may retain additional records to those in the above list.

3.11.2. **Assessment records**

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

- 3.11.2.1. The booking form in full for the candidate completed by the valid Primary Sponsor or, where applicable, from the Sub Sponsor accompanied by written permission from the Primary Sponsor.¹⁹
- 3.11.2.2. Documented evidence that the Joining Instructions have been issued to and received by the relevant Sponsor.

¹⁹ Where electronic databases are used Electronic Signatures must be evidenced.

- 3.11.2.3. Evidence that the Assured Assessor has undertaken the 'Agreement for Assessments' as required by the current Network Rail approved assessment material.
- 3.11.2.4. Documented and dated evidence that the Sentinel Database has been checked before the candidate is accepted for the assessment place in order to confirm compliance with the pre-requisites and assessment requirements for the Competence to be assessed.
- 3.11.2.5. Documented and dated evidence that proof of the identity of candidates undertaking assessment has been checked, verified and recorded
- 3.11.2.6. A copy of the original Acceptable Forms of Identification produced, with permission of the candidate (this can include the Sentinel Smart Card where already held). Up-to-date information regarding the basic legal forms of identification can be found on the Home Office's website.²⁰
- 3.11.2.7. Records which evidence that the Assured Assessor documents the start and finish times of the assessment.
- 3.11.2.8. Record of the candidate result, detailing whether 'Competent', 'Not yet competent' or 'Not competent'.
- 3.11.2.9. 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.
- 3.11.2.10. Evidence of feedback analysis with the outputs being used as continuous improvement for the Assured Assessor and/or Assured Provider.
- 3.11.2.11. Supporting evidence of a trackside event, which must include the live environment track visit SWP (**this must be a complete pack and not an extract**) and, in addition, no less than one of the following (below is not an exhaustive list):
 - 3.11.2.11.1. Method statement; or
 - 3.11.2.11.2. Lifting plans; or
 - 3.11.2.11.3. Records of procurement/invoice for the hire of facilities/on track plant equipment.
- 3.11.2.12. Records of the reason as to when and why a candidate has been turned away from an assessment event.
- 3.11.2.13. The record of the training notification from the Sentinel Database of the delegate results for the event.

²⁰ <https://www.gov.uk/employers-checks-job-applicants>

- 3.11.2.14. Evidence that when a question and/or answer on a test paper requires changing or a mistake is made, the candidate has initialled and dated the change. This is to show that there has been no interference by the Assured Assessor.
- 3.11.2.15. Evidence that all Assured Assessors and candidates have been Swiped In/Out of the Sentinel Database.
- 3.11.2.16. An Assured Provider may retain additional records to those in the above list.

3.11.3. Notification of Training and Assessment

- 3.11.3.1. Every Assured Provider shall nominate a person within their organisation to update the Sentinel Database of training and/or assessment events that have taken place.
- 3.11.3.2. Sentinel notification activities will be audited by Assured Providers and findings recorded to ensure that notifications to Sentinel are being made correctly and no later than fourteen (14) days, from the completion date of training.
- 3.11.3.3. Where a candidate fails to achieve 'Competent' in an assessment, this must be notified on Sentinel immediately after the completion of the event to ensure that an Individual who has failed an assessment is not put to work on RMI following the withdrawal of Competence. Any delay to this notification can result in a breach of health and safety legislation, possibly leading to significant safety consequences.
- 3.11.3.4. Log in details for the nominated person shall be specific to the individual and retained in line with current data protection legislation and information security policies. **Log in details shall not be shared with any person.** Any personnel requiring access need to arrange their own unique access via the Assured Provider's management team and are responsible for the security of that information.
- 3.11.3.5. The Assured Provider's nominated person shall undertake any relevant training and/or briefings as required by Network Rail and/or the Assurance Organisation to ensure notification of training and/or assessment is completed correctly and timely.
- 3.11.3.6. 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 by **3.11 Assured records.**

3.12. Management of suspected breaches of the RTAS Rules

- 3.12.1. Assured Providers shall have processes in place for reviewing 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.

- 3.12.2. Assured Providers shall have a process in place to identify and report any alleged breaches of the RTAS Rules.
- 3.12.3. Where the Individual is working on behalf of the Assured Provider at the time of an alleged breach of the RTAS Rules, the Assured Provider will notify the Assurance Organisation as soon as reasonably practicable and, in any event by the next working day, in writing. (see [5 Investigating breaches of the RTAS Rules](#)).
- 3.12.4. Any suspected breach will lead to Formal Review. The Assurance Organisation should decide whether a temporary Suspension is required, taking into account the level of risk to the RMI whilst a Formal Review is taking place. Where a temporary Suspension is recommended to Network Rail by the Assurance Organisation and deemed appropriate, the Assured Provider and/or the Individual will be advised of an immediate temporary Suspension of the Individual's and/or Assured Providers capability to train and/or assess by the Assurance Organisation.

4. Breaches of the RTAS Rules

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

- 4.1. Any breach of the Sentinel Scheme Rules for Sponsors by an Individual or Assured Provider.
- 4.2. Any breach of the RTAS Rules by an individual or Assured Provider.
- 4.3. Any action of theft, attempted theft, fraud, or falsification of documentation and/or records.
- 4.4. Any breach of the D&A 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.
- 4.5. 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 hours (known as double-shifting).²¹
- 4.6. 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.
- 4.7. The infringement of any health and safety rules and regulations.
- 4.8. Any event of negligence which causes, or has the potential to cause,

²¹ NB: 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.

unacceptable loss, damage or injury.

- 4.9.** Any event of physical violence while at work.
- 4.10.** Any event of deliberate damage to RMI.
- 4.11.** Any event of bullying, harassment or discrimination.
- 4.12.** Any breach of confidence.
- 4.13.** Any breach of the NR/L2/CTM/202 Quality Assurance in Training and Assessment standard by an Individual or Assured Provider.
- 4.14.** Any other event that brings the RTAS into disrepute.
- 4.15.** Any action of false notification of a training and/or assessment event.
- 4.16.** Any failure to adequately monitor and/or mentor Assured Trainers, Assured Assessors and/or mentored trainers and mentored assessors.
- 4.17.** Any failure by an Assured Provider, Assured Trainer, Assured Assessor or Individual to cooperate with any investigation in to an alleged breach of the RTAS Rules, or failure to cooperate with a Formal Review or Formal Review Appeal. By an Assured Trainer or Assured Assessor by an Assured Provider they currently Sponsor, Sub-Sponsor or previously Sponsored (including sub sponsored) at the time of the alleged breach.
- 4.18.** 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.

5. Investigating breaches of the RTAS Rules

5.1. Reporting an alleged breach of the RTAS Rules

- 5.1.1.** Where an Individual observes any alleged breach of the RTAS Rules they shall report this event either to their Assured Provider, the Assurance Organisation, or anonymously to Network Rail through the whistle-blowing process, making use of the systems available.
- 5.1.2.** Where Network Rail receives notification of an alleged breach of the RTAS Rules by an Individual, Network Rail will contact the Assurance Organisation who will undertake a Formal Review of the allegations with the Assured Provider.
- 5.1.3.** Where Network Rail or the Assurance Organisation receives notification of an allegation that an Assured Provider is in breach of the RTAS Rules, the Assurance Organisation will notify the Assured Provider if a Formal Review is to be instigated.
- 5.1.4.** Network Rail shall monitor the progress of the Formal Review on a weekly basis and agree or instruct amendments to recommended resulting outcomes, in accordance with the RTAS Formal Review Outcome guidelines set out in **5.10 RTAS Formal Review Outcome Guidelines** and applying

the Fair Culture Consequences Model that supports the Lifesaving Rules ²².

5.2. Other investigations

- 5.2.1. Some breaches of the RTAS Rules will be investigated by outside parties; for example, theft or fraud may be investigated by the British Transport Police (BTP). Any conclusion or findings from such an investigation can be used as part of the Formal Review process (including a Formal Review Appeal).
- 5.2.2. Any conclusions in the Formal Review process (including a Formal Review Appeal) may also be used in proceedings outside the Formal Review or Formal Review Appeal process.

5.3. Formal Reviews

- 5.3.1. The Formal Review is carried out by the Assurance Organisation on behalf of Network Rail.
- 5.3.2. An Assured Provider, Assured Trainer, Assured Assessor and/or Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) is required to cooperate fully with the Formal Review and to take action as and when requested by the Assurance Organisation.
- 5.3.3. Where an Assured Provider, Assured Trainer, Assured Assessor and/or an Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) are asked to provide information to support the Formal Review, this must be provided within five (5) Days of the request from the Assurance Organisation, unless the Assured Provider, Assured Trainer, Assured Assessor and/or Individual can explain to the satisfaction of the Assurance Organisation why it cannot provide the information within five (5) Days. Where the Assurance Organisation is satisfied with the explanation provided, it will inform the Assured Provider, Assured Trainer, Assured Assessor and/or Individual of an alternative deadline for the provision of such documents and is recorded within minutes of the Formal Review weekly meeting.
- 5.3.4. Where the information requested is not provided (either within five (5) 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 if agreed with the Assurance Organisation), the Assurance Organisation may impose a temporary Suspension until the relevant information has been received as requested and in full to enable continuation of the Formal Review.
- 5.3.5. Where **additional** information is requested by the Assurance Organisation, this must be provided within the timescales and actions detailed in 5.3.3 and 5.3.4
- 5.3.6. Assured Providers, Assured Trainers, Assured Assessors and/or an Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) may be required to attend a meeting with the Assurance Organisation as part of the Formal Review process upon receiving a request from the

²² The Lifesaving rules can be found on Safety Central

Assurance Organisation.

- 5.3.7. The Formal Review panel shall convene and be chaired by Network Rail, on a weekly basis, subject to change, to review the progress of and information submitted involved within ongoing allegations and cases.
- 5.3.8. The Formal Review panel shall be made up of representatives from the Assurance Organisation and Network Rail, with reference to additional responsible team(s) and/or functions within Network Rail where required. There shall be a minimum of three (3) individuals on the panel.
- 5.3.9. Information submitted during the Formal Review will be submitted to the Formal Review panel and include recommendations for RTAS Formal Review outcomes. Recommendations will be reviewed and agreed and/or amendments instructed by the Formal Review panel chair
- 5.3.10. In most circumstances, the Assured Provider, Assured Trainer, Assured Assessor and/or Individual who does not hold an Assured Position within the Assured Provider (as per 1.15), will be advised of any RTAS Formal Review Outcome in writing within forty five (45) Days of the conclusion of the Formal Review.
- 5.3.11. Where the Formal Review Panel determine, the RTAS Formal Review outcome does **not** include suspension, the communication of this outcome shall be carried out by the Assurance Organisation.
- 5.3.12. Where the Formal Review Panel determine, the RTAS Formal Review outcome **does** include suspension, the communication of this outcome shall be carried out by Network Rail.
- 5.3.13. Where there is an RTAS Formal Review Outcome which includes the Suspension of an Assured Provider, the premises of the Assured Provider cannot be used to deliver any RTAS training and/or assessments.
- 5.3.14. Where there is an RTAS Formal Review Outcome which includes the Suspension of Assured Provider, Assured Trainer and/or Assured Assessor, this Suspension shall be reviewed on a Quarterly basis by the Assurance Organisation with reference to Network Rail and, if applicable to the Suspension, British Transport Police (BTP).
- 5.3.15. Quarterly Suspension reviews shall take account of any changes to circumstances and any new information received relating to the Suspension of an Assured Provider, Assured Trainer and/or Assured Assessor

5.4. Other investigations

- 5.4.1. Network Rail may receive notification of a suspected or alleged breach of the RTAS Rules from a number of sources, including but not limited to:
 - 5.4.1.1. Investigations completed by Sponsors;
 - 5.4.1.2. Outside party investigations;
 - 5.4.1.3. Whistle-blowing events; or

5.4.1.4. Accident or incident investigations.

- 5.4.2. These reports may be subject to a Formal Review and the Responsible Team within Network Rail may request that any allegations made against Individuals be investigated by the Assurance Organisation.

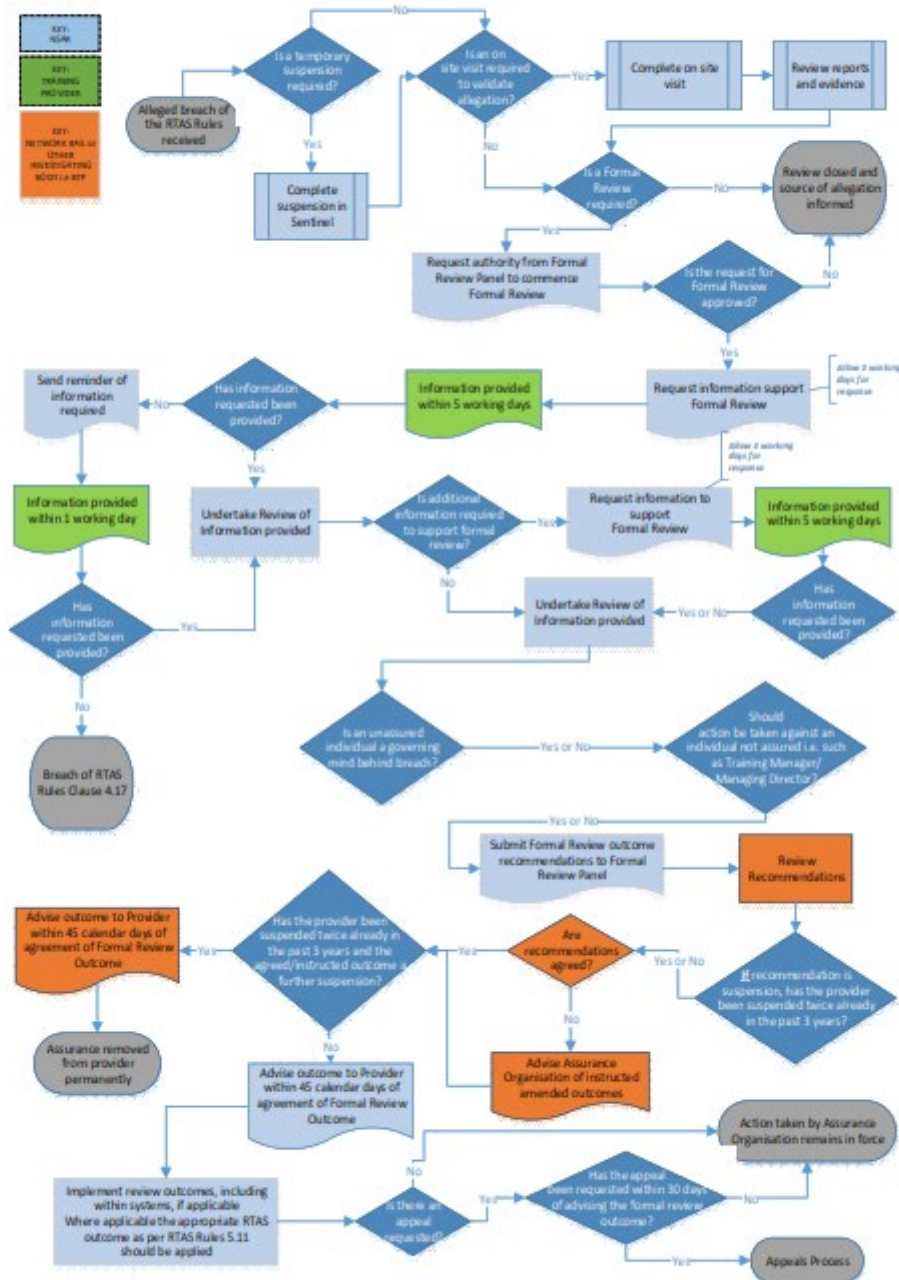
5.5. Formal Review Appeals and Hearings

- 5.5.1. Assured Providers, Assured Trainers, Assured Assessors and/or an Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) can appeal an RTAS Formal Review Outcome where there is new evidence not presented at 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.
- 5.5.2. A Formal Review Appeal must be initiated by an Assured Provider, Assured Trainer, Assured Assessor and/or an Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) by writing to the Training Verification Manager of Network Rail Training requesting an appeal of the RTAS Formal Review Outcome, within thirty (30) Days of the date of the letter notifying them of the RTAS Formal Review Outcome. The appeal request must outline the grounds of the appeal, including details of the new evidence not presented at the Formal Review and/or mitigating circumstances and/or any other compelling reason relied upon.
- 5.5.3. In most circumstances, within 30 days of receiving the Formal Review Appeal request, Network Rail will write to the appellant setting out the next steps in the Formal Review Appeal. This may include information on the composition of the Formal Review Appeal panel and Directions leading up the Formal Review Appeal Hearing.
- 5.5.4. In most circumstances the Formal Review Appeal will request information from the Assured party and the Assurance Organisation in the form of Directions. In addition, the information submitted following the Directions will be shared between parties and a response to the Directions will be invited and the agreed timescales included.
- 5.5.5. The appellant will be invited to attend a Formal Appeal Hearing (and may be accompanied by a representative (see 5.5.6) if so desired) which will be chaired by a senior manager of Network Rail who has not previously been involved in the matter. There shall be a minimum of three (3) individuals on the Formal Review Appeal Hearing panel.
- 5.5.6. The appellant may be accompanied at the appeal meeting by a representative or a colleague who is directly employed by the organisation²³ or their Trade Union Representative.
- 5.5.7. All information submitted both by Direction and in response to Directions, will form the basis of the Formal Review Appeal Hearing. In most circumstances, after the Formal Review Appeal Hearing the appellant will be notified of the decision of the Formal Review Appeal Panel in writing within thirty (30) Days of the hearing date.

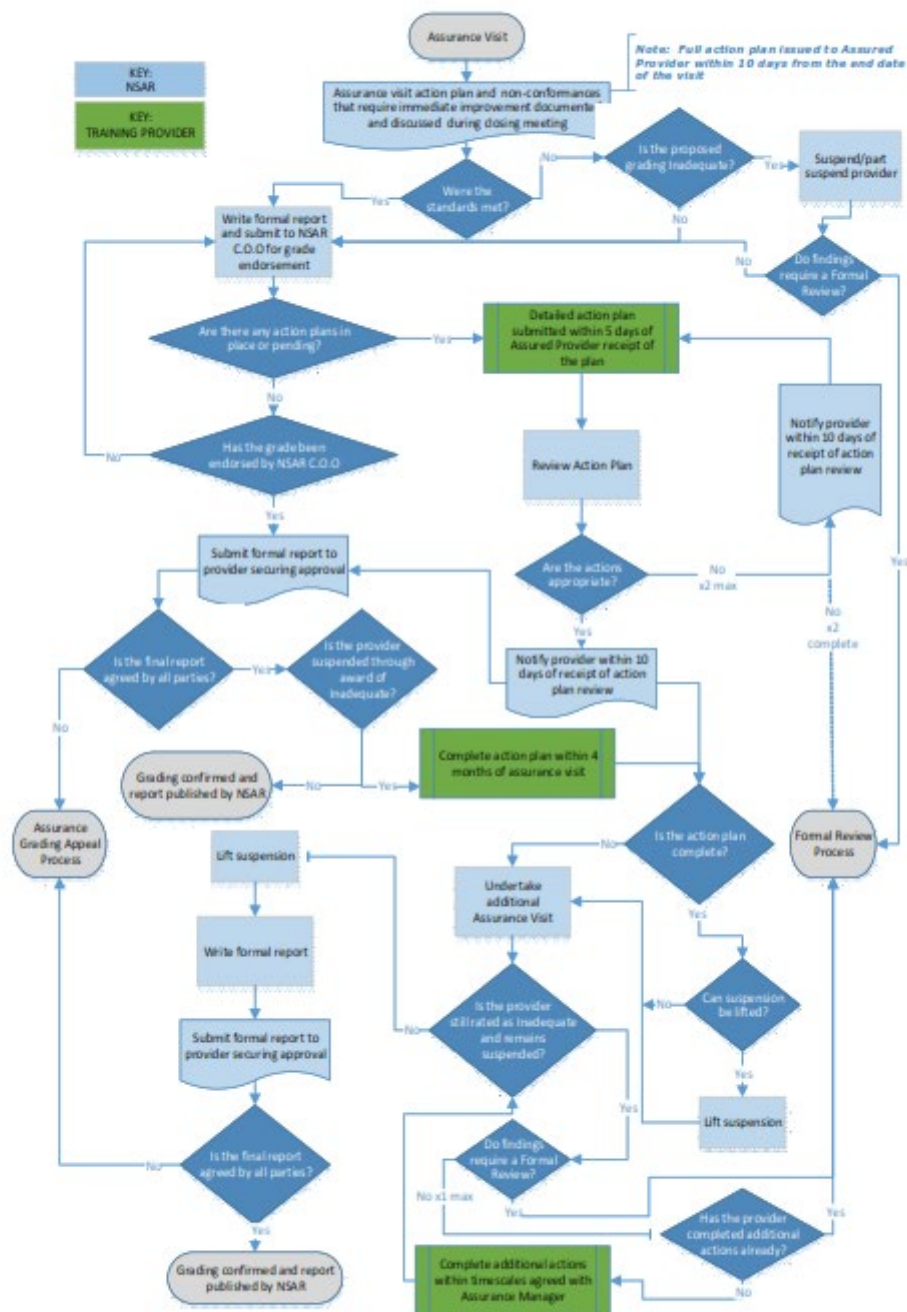
²³ An 'employee' is as defined by the HMRC definition of employed person (i.e. an employee who works under an employment contract).

- 5.5.8. Where there is an outcome of Suspension of an Assured Provider following a Formal Review Outcome or Formal Review Appeal Hearing, their premises cannot be used to deliver any RTAS training and/or assessment.

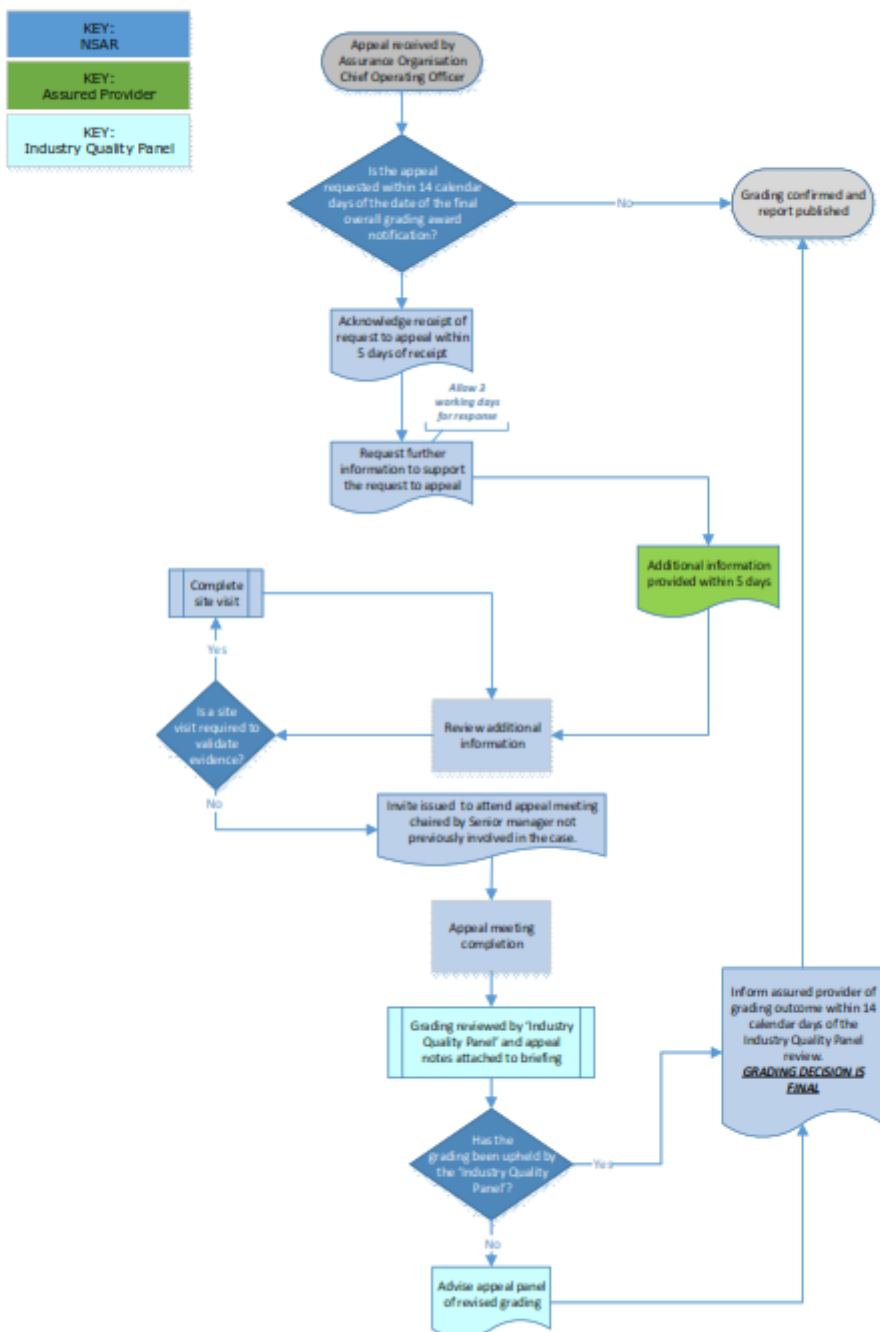
5.6. RTAS Formal Review Process



5.8. Assurance Visit Process



5.9. Assurance Visit Grading Appeal Process



5.10. RTAS Formal Review Outcome Guidelines

Suspension Duration (Years)	<1	1	2	3	4	5	Permanent Ban
Event	Action				Action		Sabotage or malicious intention
	Disciplinary Action including suspension (<1-4 years)				Suspension (4-5 years)		
	Provider management sytems - contravention				Reckless contravention		
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 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	

6. RTAS Assurance Arrangements

6.1. Initial Application

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

6.2. Assurance Organisation Process

6.2.1. 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 (as per 1.15) meet the specific requirements of Network Rail under the RTAS Rules, and other Network Rail policies, standards, procedures and materials.

6.2.2. Network Rail will support this process by having independent Assurance Visits of training centres undertaken by the Assurance Organisation.

6.3. Assurance of the Assurance Organisation

6.3.1. The Assurance Organisation is responsible for ensuring they have systems in place to monitor the quality and impartiality of any Assurance Managers and conduct regular reviews of their internal processes.

6.3.2. Arrangements relating to monitoring, measuring and reporting, including Assurance Visits, are made by the Assurance Organisation to validate and verify that the RTAS Rules are being adhered to.

6.4. Unannounced Assurance Visits

6.4.1. An Unannounced Assurance Visit can take place under the following circumstances:

- 6.4.1.1. Following a Formal Review and/or investigation;
- 6.4.1.2. Following allegations of any breach of the RTAS Rules;
- 6.4.1.3. Following a full Assurance Visit to monitor progress of completion of Action Plans;
- 6.4.1.4. Where the Assurance Organisation has grounds to suspect the integrity of evidence; and/or
- 6.4.1.5. Any other reason which in the opinion of the Assurance Organisation justifies an Unannounced Assurance Visit.

6.4.2. 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 the RTAS, the RTAS Rules and the Quality Assurance Framework.

6.4.3. Failure to co-operate with the Assurance Organisation in relation to, or in the course of, an Assurance Visit may result in the Assured Provider or an individual being temporarily suspended from delivering any Network Rail approved training course or assessment covered by the RTAS. The Formal Review Panel will review the temporary Suspension within seven (7)

Days of the Assurance Organisation Suspension decision and either uphold or lift the temporary Suspension.

- 6.4.4. 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.
- 6.4.5. 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. The Action Plan shall clearly state how the Assured Provider intends to close out the non-conformance(s) and the timescales for their closure. The 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 and further action will be required by the Assured Provider to conclude the process.

APPENDIX 17

On-site and Off-site Resource Further Details

Resource plan

	Role	FTE	Alignments	Location
On-site	Service Director	1	HR, SR Heads, Procurement	MPS 25% TfL 45% Other 30%
	Account Manager (TfL)	3	HR, SR Heads, HMs	TfL 100%
	Account Manager (MPS)	1	HR, SR Heads, HMs	MPS 100%
	Account Manager (Other SRs)	1	HR, SR Heads, HMs	LFC 16.6% MOPAC 16.6% LLDC 16.6% OPDC 16.6% LFB 16.6% GLA 16.6%
	Talent Pool Team Leader	1	SR Heads, HMs	MPS 25% TfL 45% Other 30%
	Talent Marketing Specialists	4	HMs, Candidates	MPS 25% TfL 45% Other 30%
	Recruitment Business Partners	9	HMs, Candidates	MPS 25% TfL 50% Other 25%
Off-site	Talent Acquisition Specialists	12	HMs, Candidates	London
	Talent Engagement Lead/Specialists	4	HMs, Candidates	London
	Account Coordinators	4	HMs, Suppliers	London
	HSQE Lead	1	HMs, Candidates, Suppliers	London
	Technology Manager	1	HMs	London
	Supplier Engagement Manager	1	HMs, Suppliers	London

