

Operating Guidelines for Contracted Training Services at Kerry ETB



Table of Contents

1. General Information	3
2. ESF Requirements	4
3. Quality Assurance	5
4. Process Outline	6
5. Tendering	7
i. Overview	7
ii. Competitions, Lots & Technical Categories	7
6. Contract Costing	9
i. Contract Costing Model	9
ii. Course Specification	9
iii. Element 1: Tutor Costs (Per Day)	9
iv. Element 2: Management & Administration (The 'Overhead' Fee)	10
v. Element 3: Receipted Expenditure (Pass-Through Costs)	10
vi. Unique Contractors (Technical Sub Contracts)	11
vii. Procurement Compliance	11
viii. Premises & Equipment	11
ix. Calculating the Course Contract Value	12
7. Operational Elements	13
i. Contracting & Sub-Contracting	13
ii. Unique Contractors / Sub-Contracting Rules	13
iii. Operational Terms	14
iv. Health, Safety & Records	14
v. Payment Cycle	15
vi. Operational Templates	15
8. Contract Training Systems	16
9. Supplier Relationship Management (SRM)	17
i. Introduction	17
ii. Key Performance Indicators (KPIs)	18
iii. Monitoring	19
iv. Course Delivery Issues and Resolution	19
10. Operational Performance	20
11. Contract Monitoring and Auditing	21
12. Course Branding and Signage	22
Appendix 1 - Minimum Tutor Requirements	23
Appendix 2 - Tutor Declaration	26
Appendix 3 – Operational Templates	27
Appendix 4 – KPI Score Card	28

1. General Information

Contracted Training (CT) is a flexible, innovative, and responsive tool to facilitate the delivery of Kerry ETB's Further Education and Training (FET) service plan.

This Operating Guidelines document sets out the arrangements for the planning, procurement, delivery, and management of outsourced education and training courses for Contracted Training Services for Kerry ETB. Onward-grant provisions (i.e. STP/CTC/LTI) are not part of this arrangement.

Contracted Training is procured and managed in line with Irish and European law and will meet the applicable requirements and guidelines of the funding authorities, e.g. the Department of Further and Higher Education, Research, Innovation and Science (DFHERIS), SOLAS, the European Social Fund (ESF+) and the requirements of Kerry ETB.

While this Operating Guidelines document sets out the key requirements for the delivery of Contracted Training, all parties must adhere to any applicable Irish and European legislation, regardless of whether or how those legislative requirements are addressed within this document.

The operation of Contracted Training is governed by the co-signed services agreement, the relevant procurement documentation, this Operating Guidelines document, individual course and post-2016 apprenticeship specifications and qualification standards, and any supporting schedules or guidance issued by Kerry ETB.

There is no guarantee of volume of work for contractors. Kerry ETB may, at its sole discretion and at any time, choose to procure additional contracted training provision where operational or budgetary circumstances require it.

Throughout this document, "Programme" refers to the ESF+ funding programme. "Course" refers to individual contracted training courses or post-2016 apprenticeships.

Relevant websites:

<http://www.gov.ie/dfheris>

<http://www.solas.ie/>

<https://www.eufunds.ie/european-social-fund/>

2. ESF Requirements

Specific ESF+ programme requirements can be found at the Managing Authority website <https://www.eufunds.ie/european-social-fund/>

Kerry ETB and Contractors must ensure that they are aware of and comply with these requirements. Costs for ESF+ compliance requirements may not be presented as an additional charge.

ESF+ compliance requirements may change at any time. It is the responsibility of both Kerry ETB and the Contractor to monitor any such changes and ensure ongoing compliance. Where changes to ESF+ requirements affect the delivery or cost of a course, these must be raised through the SRM process without delay.

3. Quality Assurance

Quality Assurance is a core requirement of Contracted Training delivery.

Contracted training suppliers are required to align with Kerry ETB's QA systems, processes, monitoring, and audit activities.

When training is delivered under Kerry ETB's Quality Assurance agreement, the contractor acts as a second supplier and is fully accountable for delivering the FET course or post-2016 apprenticeship in accordance with the approved standards, processes, and learner experience expectations of the awarding body.

Responsibility for maintaining appropriate tutor qualifications, assessment practices, learner records, and QA evidence rests with the contracted training supplier. Any requirements relating to awarding body registration, course approval, or compliance with sector-specific QA guidelines must be met by the supplier within agreed timeframes. QA obligations form an integral part of contract performance and are not optional or ancillary to delivery.

All tutors must meet the pedagogical and technical standards outlined in Appendix 1 before contract commencement.

Awarding Body Registration

If Kerry ETB's Quality Assurance (QA) policies require a Contractor to register with an Awarding Body, the Contractor must obtain this registration within an agreed timeframe.

Cost Sharing

Where Kerry ETB specifically requests specific business or course registration to comply with QA, the Contractor may claim 50% of the cost of business registration and 100% of the cost of any course registration as a reimbursable cost from Kerry ETB.

Intellectual Property (IP)

If Kerry ETB pays for the development of course and assessment materials, the Intellectual Property Rights of same is automatically transferred to Kerry ETB.

Artificial Intelligence (AI)

Where artificial intelligence is being used by a contracted training supplier under the quality assurance provision of Kerry ETB, adherence to Irish Public Service AI Guidelines and the principles of responsible AI: human agency, transparency, fairness, technical robustness, data governance, societal well-being, and accountability is essential. Suppliers must demonstrate clear protocols for ethical use, learner data protection (GDPR compliance), and transparency of AI usage.

4. Process Outline

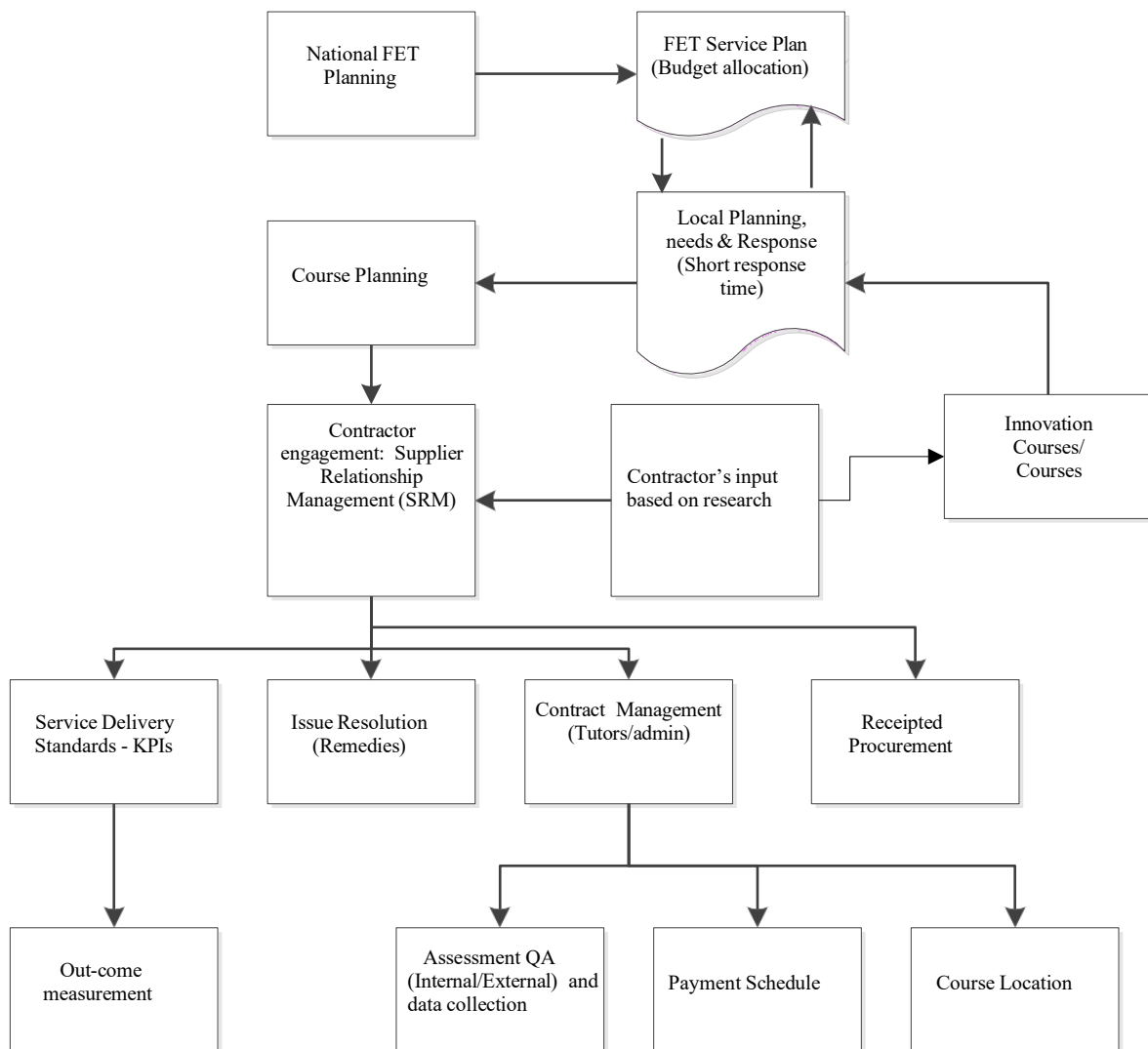
Contracted Training aligns with Kerry ETB's FET Service Plan.

Each course is governed by a specific course contract (or “services agreement”) detailing costs, terms, and conditions. Kerry ETB monitors adherence to this contract, and payments are issued upon verified service delivery and receipt of valid invoices.

Contractual Basis

Kerry ETB reserves the right, at its sole discretion, to award, cancel, postpone, or amend any contract or course at any time prior to or during the term of the agreement.

Planning and Delivery Process Map



5. Tendering

i. Overview

The Kerry ETB provision of courses via contracted training suppliers is subject to an open competitive procurement process. The competition is advertised on eTenders or OJEU (Official Journal of the European Union) and is open to all qualifying suppliers. It is not limited to suppliers who participated in any previous framework arrangement or open competition.

Tendering is a single-stage process. Qualifying criteria (confirming a tenderer's eligibility and capacity) and award criteria (determining their ranking in each qualifying competition or Lot/Technical Category) are assessed from each submission.

The competition consists of four key documents:

1. **Call for Tender (CFT)** - Sets out the rules of this competition, the selection and award criteria, and the terms under which Kerry ETB will evaluate and appoint contractors to each competition or Lot/Technical Category.
2. **Tender Response Document (TRD)** - The single application form for this competition. Tenderers must complete it in full, clearly indicating which competition or Lot(s) they are applying for, and submit it by the closing date.
3. **Services Contract** - The legally binding agreement signed by both parties that governs the delivery of each individual course.
4. **Operating Guidelines (this document)** - Sets out how course contracts operate in practice, including how courses are planned, procured, delivered, monitored and paid for.

Tenderers must review all documentation carefully and submit the required paperwork by the specified deadline. Late or incomplete submissions are not considered.

ii. Competitions, Lots & Technical Categories

This tender process relates only to Kerry ETB. Each competition is divided into 5 Lots, each relating to a Technical Category of courses.

The Lot/Technical Category of each course is determined by the primary focus of the training rather than the individual modules.

Example

Some courses may include multiple disciplines. Considering the case of a Warehouse Operative course which includes an ICT module, a forklift module and a driving module. In this case, Warehouse Operations is the primary focus of the course which means it is in Lot 3 under Manufacturing, Transport & Logistics and not under Lot 2 under ICT & Data Technology.

These categories may change over time. These changes may be based on systems requirements, definitions or funding approaches. The FET Director with responsibility for operational planning will make the allocations or changes to these categories at their discretion.

Contractors are ranked within each Lot by their tender score, highest first. When a course becomes available, Kerry ETB offers it to the highest-ranked contractor in that Lot. If they cannot deliver, it passes to the next contractor on the list, and so on. Any contractor who cannot deliver drops to the

bottom of the list for the next available course. Rankings may change through the KPI review process as described in the SRM section.

Appointment to a Lot/Technical Category does not constitute a contract and does not guarantee any volume of work. Contracts are issued at Kerry ETB's sole discretion in accordance with the operational procedures set out in this document. The Lot/Technical Categories are listed below.

Lot	Technical Category	Course Areas
1	Business, Administration & Creative Industries	Core Personal Skills General Learning Administration Business Finance Marketing Media Arts Languages Education & Training
2	ICT & Data Technology	Core ICT Skills Information & Communications Technology Software Engineering Cyber Security Data Analytics Cloud Computing AR/VR Artificial Intelligence Automation & Industry 4.0 / 5.0
3	Engineering, Construction & Infrastructure	Mechanical / Electrical Civil Engineering / Construction Manufacturing, Transport & Logistics Utility Infrastructure (Power & Telecoms) Renewables & Retrofitting
4	Health, Family & Community Services	Healthcare Social Care Hair, Beauty & Complementary Therapies Security Services Emergency Services
5	Hospitality, Sport, Tourism & Natural Resources	Agriculture, Horticulture & Mariculture Tourism & Heritage Culinary Arts Hospitality Operations Sport, Fitness & Outdoor

6. Contract Costing

i. Contract Costing Model

Contract costs are divided into three distinct elements.

- Element 1 is Tutor Costs.
- Element 2 is the Management & Administration (Overhead) fee.
- Element 3 is Receipted Expenditure (Pass-Through Costs)

Element 1 is fixed at the tender stage.

Elements 2 and 3 are applied to the approved tutor costs and receipted expenditure for each individual course contract.

ii. Course Specification

A Course Specification or Outline will be provided by Kerry ETB at course plan approval stage. Specifications may be developed by Kerry ETB, the Contractor, or a third party, but must be approved by Kerry ETB before a contract is issued. To ensure accurate budgeting and high-quality delivery, the specification or outline must clearly define:

- Content: Course modules, learning outcomes and industry placement arrangements.
- Certification: Awarding body and level.
- Methodology: Delivery modes (e.g., blended, practical, classroom).
- Resources: Specific requirements for tutors, facilities, equipment and consumables.

Any changes to a course specification after contract award must be approved by Kerry ETB and may require re-assessment of course category, costing, or procurement approach.

iii. Element 1: Tutor Costs (Per Day)

Tenderers must provide daily rates for three grades of tutors (Junior, Intermediate, and Senior) as defined by the Minimum Tutor Requirements (Appendix 1).

- Full Day: Tutor rate for a full day of contact time.
- Half Day: 50% of the daily rate applies if contact time is less than 4 hours.

All tutor rates must **be inclusive of VAT** and all travel and subsistence expenses. (where applicable)

Tutor Grade

Kerry ETB may specify the required tutor grade (Junior, Intermediate, or Senior) at tender stage. The rate paid is always the rate for that specified grade.

For example:

If Kerry ETB specifies a Junior grade tutor and the Contractor assigns a Senior, the Junior rate is paid.

If Kerry ETB specifies an Intermediate grade tutor and the Contractor assigns a Junior, the Junior rate is paid.

Where Kerry ETB does not specify a required tutor grade, the rate is paid at the actual grade of the tutor assigned by the Contracted Training supplier.

Tutor Requirements

All tutors must meet the minimum qualification and experience requirements set out in Appendix 1.

Payment Rule

Rates are paid only for actual delivery days. No payment is made for holidays or bank holidays.

Example: if a course is scheduled over 25 days but includes 5 days of holidays, only 20 days are billable.

Non-Billable Hours

Tutor travel time, preparation, general administration, breaks, and scheduling are not billable and must not be included in these calculations. The Contracted Training Officer reviews, approves, and enters the final tutor cost into the financial system as a single figure, with supporting calculations kept separately for audits.

iv. Element 2: Management & Administration (The 'Overhead' Fee)

The purpose of the Management & Administration (M&A) element is to cover the coordination activities required to support delivery, including scheduling, learner communications, attendance tracking, documentation, internal quality assurance administration, and day-to-day contract management.

Small administrative incidentals, such as stationery or minor consumables used in running a course, are not included in the M&A fee. These costs must be recorded as receipted expenditure, in line with the agreed limits and rules. They cannot be absorbed into the M&A fee or used to increase administrative costs.

The M&A fee is calculated as follows:

- 20% of actual Tutor Costs and non-premises Receipted Expenditure.
- 15% of Technical Sub-Contract costs.

The Contracted Training Officer (CTO) reviews and approves the final M&A cost, then enters it as a single administration figure in the financial system, with the delivery schedule and calculations kept separately for audit purposes.

v. Element 3: Receipted Expenditure (Pass-Through Costs)

These are costs paid by the Contractor and reimbursed by Kerry ETB at cost (with no markup). All expenditures must be pre-approved by Kerry ETB.

In addition to receipted expenditure items, an allocation of up to €1,000 per contract may be approved for Miscellaneous Sundry Items incidental to delivery that do not require individual receipts or cost comparisons. These items typically include small stationery supplies to support learning activities and minor classroom materials directly required for course delivery.

This allocation is intended to cover low-value, routine items where formal procurement or receipting would be inefficient. The allocation is agreed at the contract stage as part of the overall budget, must remain within the approved limit, and must be used solely to support course delivery. It may not be used to supplement Tutor Costs, Management and Administration fees, or other Receipted Expenditure categories.

vi. Unique Contractors (Technical Sub Contracts)

Unique Contractors may be identified in the following ways:

- Where they own the Intellectual Property of a specific course or certification.
- Where they are supplying facilities or technical expertise that are specialised.
- Where there is a significant 'cost or time' barrier to entry for the preferred Contractor.

In these cases, sub-contracting arrangements may be entered into with the unique sub-contractor by the Contractor. Negotiation of cost and service standards must take place and be approved by Kerry ETB prior to contracting.

These costs must be processed as 'receipted expenditure'. Kerry ETB must ensure that value for money principles apply to the authorisation of technical sub-contracts.

Parallel Delivery

Where a course involves parallel delivery of direct tutor provision and a technical sub-contract - for example, a driving course where classroom instruction and driving lessons run simultaneously the M&A fee is calculated separately for each element: 20% applies to tutor costs and non-premises receipted expenditure, and 15% applies to the technical sub-contract cost. Both figures are then combined to arrive at the total M&A fee for the contract.

vii. Procurement Compliance

As these services are co-funded by the EU (ESF+), Contractors must strictly adhere to Circular 05/2023 and the 2023 Public Procurement Guidelines.

- Under €5,000 (Ex-VAT): Min. 1 written quote.
- €5,000 - €50,000 (Ex-VAT): Min. 3 written quotes.
- Over €50,000 (Ex-VAT): eTenders advertisement.

viii. Premises & Equipment

Premises

If the Contractor provides the venue, the cost must be benchmarked against three similar local premises to ensure market value. Considerations such as accessibility and suitability must be taken into account in the selection of appropriate premises.

Equipment Ownership

All equipment purchased under Receipted Expenditure remains the property of Kerry ETB and must be returned at the end of the course.

ix. Calculating the Course Contract Value

The total maximum value of a contract is the sum of these 6 parts. Note: Actual payments are based on verified delivery and may be less than the maximum value.

Part	Description	Calculation Method
1: Recruitment	Subject Matter Expert (SME) participation in learner interviews and class selection.	Days required × Tutor Rate.
2: Development	Creating a new course (not just a new PLSS entry for an existing course).	SME days × Agreed Daily Rate. All course and assessment Intellectual Property is automatically transferred to Kerry ETB.
3: Management (M&A)	Overheads, QA, and admin.	20% of Tutor/Receipted costs <i>excluding</i> premises cost.
4: Delivery Tutors	The core teaching hours.	Actual days × Tutor Rate.
5: Technical Sub-Contract	Specialised services (e.g. HGV driving lessons).	Fixed price as per approved quote. M&A fee for this part is 15%.
6: Receipted Expenses	Consumables, Premises, Equipment, Certification, Other Costs, Sundries	Reimbursed at cost based on valid, pre-approved receipts and procurement quotes.

7. Operational Elements

i. Contracting & Sub-Contracting

Course Contracts

A course-specific Services Contract must be signed by both parties before any training begins. The Services Contract is the primary document against which a contractor's performance will be measured and managed. Activity performed under the Supplier Relationship Management (SRM) process is considered part of the Contractor's overhead and is not separately billable.

ii. Unique Contractors / Sub-Contracting Rules

Responsibility

The Main Contractor remains 100% liable for the performance, safety and Quality Assurance of any sub-contractors used.

Rates

Daily tutor rates submitted in the tender are fixed. Using a sub-contractor does not allow for a rate re-negotiation (except for specifically authorised 'Technical Sub-contracts').

Employment Status

Sub-Contractors must comply with the Revenue Commissioners' Code of Practice regarding the employment status of workers (preventing 'hidden' employment).

Sub-Contractor Compliance (ESPD)

All Sub-Contractors must complete a European Single Procurement Document (ESPD) and confirm compliance with the exclusion grounds set out in Regulation 57 of S.I. No. 284/2016 (European Union (Award of Public Authority Contracts) Regulations 2016) before being assigned to any contract. Kerry ETB may veto the appointment of any sub-contractor where grounds for exclusion under Regulation 57 are identified. Formal contracts must be issued to sub-contractors prior to the commencement of any course delivery and must include terms requiring compliance with Kerry ETB's Quality Assurance and service delivery requirements.

Sub-contracting Formal Contract Requirements

Formal contracts issued to sub-contractors must include sanctions in the event of breach of contract. Kerry ETB may require specific terms to be included in any sub-contract where necessary for the smooth operation of the service or compliance with QA requirements. Kerry ETB may decide not to proceed with a contract where these terms are not agreed by the sub-contractor.

iii. Operational Terms

Cancellations & Amendments

ETB Discretion:

Kerry ETB may postpone or cancel a course before it starts.

Cost Exposure:

If a course is cancelled after a contract is signed, only pre-approved recruitment costs or non-refundable commitments (with evidence of exit-clause negotiation) may be reimbursed.

No Costs Without a Signed Contract:

No costs can be reimbursed for a cancelled course where the course contract has not been signed by both parties.

Amendments:

Any changes to costs, location or duration must be formally signed as a 'Contract Amendment' before being updated in the P2P system.

iv. Health, Safety & Records

Contractors are responsible for complying with all applicable Health and Safety legislation and regulations in force at the time of delivery. This responsibility applies to all aspects of course delivery, including the activities undertaken, the equipment used, and the locations where training is provided.

Safety Statement:

A course-specific Safety Statement must be available for inspection at the training location.

Sub-Contractor Health & Safety:

Where a sub-contractor is engaged in the delivery of any element of a course, the Contractor must ensure that the sub-contractor is fully aware of and compliant with its statutory duties and obligations under the Safety, Health and Welfare at Work Act 2005 and all applicable Health and Safety legislation. The Contractor retains full responsibility for Health and Safety compliance across all sub-contracted activities.

Data Retention:

In line with ESF+ 2021-2027 requirements, all records must be retained and be available for inspection by Kerry ETB, national authorities, or European agencies for a minimum of seven years from the date of the final payment made under the ESF+ operational programme. As the final payment date will typically extend significantly beyond the operational programme dates, contractors are instructed to not dispose of any records relating to ESF+ co-funded contracted training without prior written confirmation from Kerry ETB that the retention obligation has ended. Original learner files must be returned to Kerry ETB.

v. Payment Cycle

Return of Results and other Learner/Course Data:

Set dates and deadlines will be in effect for the return of examination paperwork, results and other required data. Payment may be delayed if these deadlines are not met.

No Advances:

Payments are made only in arrears following verified delivery.

Cycle:

Invoices are typically processed on a 4-week cycle.

Contractor Cash Flow:

The Contractor must ensure they have access to sufficient cash flow to deliver the contracts in the Lots to which they have been appointed. This applies from contract commencement and for the full duration of each contract. Kerry ETB will not advance payments and bears no responsibility for any cash flow difficulties experienced by the Contractor.

Inventory and Equipment:

Contractors must keep inventory to the minimum required for course delivery. All equipment and materials belonging to Kerry ETB must be stored and maintained in a manner that minimises damage, wastage, and depreciation.

Income Accounting:

Any income generated in connection with the delivery of a contracted course (including participant fees, sales of materials, or other receipts) must be fully and correctly accounted for and must comply with all applicable ESF+ eligibility rules. Income offsets must be declared and deducted from eligible expenditure claims as required by the Managing Authority.

Procurement Plan:

The Contractor must produce a procurement plan for Kerry ETB approval before each contract commences. The plan must cover all anticipated receipted expenditure items, procurement methods to be used, and relevant quotation documentation. Review of the procurement plan may form part of the SRM quarterly review process.

vi. Operational Templates

Kerry ETB uses a suite of standard operational templates to manage contracted training from course approval through to contract closure. Contractors will be required to complete and return the relevant templates at each stage of delivery. Templates will be provided by the Contracted Training Officer (CTO) at the appropriate stage and must be completed accurately and returned by the specified deadline. Failure to return templates on time may delay a contract start, fee payment or result in a KPI fail.

A list of these templates can be viewed in Appendix 3.

8. Contract Training Systems

At the time of writing, the following mandatory systems are used to monitor and manage course delivery. Contractors must ensure they have the administrative capacity and IT infrastructure to use these systems accurately and in a timely manner.

- **PLSS (Programme and Learner Support System)**
The national database for FET.
- **TACS (Trainee and Apprentice Clocking System)**
Used to monitor learner attendance. Accurate daily input is required to facilitate learner payments and attendance monitoring.
- **Local Web Applications**
Kerry ETB may require the use of specific portals for file sharing, internal verification, or financial claims.

9. Supplier Relationship Management (SRM)

i. Introduction

Kerry ETB uses a Supplier Relationship Management (SRM) approach to ensure high-quality outcomes. In short, SRM is about building a professional relationship that ensures every course run by Kerry ETB is successful for its learners and stakeholders.

Contractors are expected to engage actively in:

- Planning & Research: Assisting with labour market research and employer engagement.
- Innovation and Development: suggesting updates, innovations, progressions or all-new courses linked to clearly defined market needs.
- System Management: Providing updated and accurate information on all courses for upload to the Programme and Learner Support System (PLSS).
- Operational Delivery: Managing all day-to-day aspects of the course, including facilities and scheduling.
- Compliance & Reporting: Maintaining rigorous records for Attendance, Quality Assurance (QA), and Procurement activity.
- Performance Monitoring: Participating in SRM meetings and providing data for agreed Key Performance Indicators (KPIs).

Participation

Costs incurred by the Contractor for participation in SRM activity are entirely at the Contractor's expense.

ii. **Key Performance Indicators (KPIs)**

All contracts are subject to performance monitoring through specific KPIs to ensure that training is high-quality, compliant, and delivers value for money. The following listed KPIs are automatically assigned to each course/services contract.

#	KPI	Detail	Measurement
1	Accuracy of Administration	Filing late or incorrect documentation which results in additional unplanned work for Kerry ETB staff, unnecessary delays affecting learners, cost to Kerry ETB or complaints to our office. Errors may include contract paperwork, attendance, learner payments, disciplinary process, protected disclosures, assessment grading, course finishing documentation.	If Kerry ETB must fix a contractor's paperwork 3+ times in a single contract, this registers as 1 KPI fail.
2	Mid-Course Learner Satisfaction Rating	Early warning system for a tutor who needs support or a class group with needs additional management or support.	Data taken from mid-course review visit from the CT Officer must show a 70%+ satisfaction rate. Below 70%, it registers a KPI fail. Note: Responses are required from 60%+ of enrolled learners.
3	End of Course Learner Satisfaction Rating	This measures the learner experience as they leave Kerry ETB. Completion of this online survey is the course tutor's responsibly.	Data taken from the end of course online survey to be completed by learners in the final week of scheduled classes. This must show a 70%+ satisfaction rate. Below 70%, it registers a KPI fail. Note: Responses are required from 60%+ of enrolled learners.
4	Return of Learner Evidence	Without this, certification deadlines are missed, learners don't get certificates and we cannot close the contract on time for audit.	All required paperwork to be submitted to Kerry ETB's QA Department within 6 weeks of the contract finish date for all QQI courses and within 4 weeks of the on-campus finish date for all other awarding bodies. Where an awarding body requires a longer submission period, this must be declared by the contractor at contract stage and agreed in writing with Kerry ETB before the course begins.
5	Work Placement Rate	Where a course includes a work placement or work experience element, the contractor is responsible confirming a placement for every eligible learner. In-Company Training Report must be completed and filed to the CTO prior to commencement of work placement.	A minimum of 80% of eligible learners must commence a placement. Below 80% registers a KPI fail. Where a confirmed placement falls through for reasons outside the contractor's control, this must be declared in writing to the CT Officer at the earliest opportunity and will not automatically count as a fail.

KPI Review

Kerry ETB will employ a traffic light system to monitor KPIs as follows:

KPI	Description	Action
Green Status	All KPIs met.	Stays at current rank.
Amber Status	1-2 KPIs missed.	Written notice issued; stays at rank but monitored.
Red Status	3 or more KPIs missed.	Dropped to the bottom of the contractor list for the next available contract in the Lot.

KPI Related Escalation

Amber status on two consecutive contracts in the same Lot automatically triggers a red status.

iii. Monitoring

Kerry ETB manages contractor performance on an ongoing basis using the following methods:

- Quarterly Review Meetings: To monitor contract performance, learner progression, tutor performance, delivery arrangements and KPI achievement. Senior management from the contractor, as identified in the original tender submission, must attend.
- Course Delivery Monitoring: Managed by Contracted Training Officers typically using a combination of face-to-face visits (as required) and written or online questionnaires (as required).

Quarterly Review Meetings will typically cover the following:

- KPI performance: review of scores, identification of gaps, and agreement of remediation plans where required.
- Tutor performance: issue resolution, CPD plans and progress, learner support needs.
- Sub-contractor performance: general performance and any issues arising.
- Course planning: PLSS scheduling, geographical considerations, facility and tutor availability.
- Learner outcomes: employment, progression, and other outcome expectations.
- Innovation: proposals for new or updated courses, USP rationale, employer links, and certification options.
- Third-party matters: where relevant, parties such as DSP may be invited to attend.

Where performance gaps are identified, the contractor will be notified and asked to provide a remediation plan. Performance management is continuous, not a one-time process.

iv. Course Delivery Issues and Resolution

Where any issue arises during delivery that may affect learner outcomes, QA compliance, tutor performance, or contract obligations, the contractor must notify Kerry ETB's Contracted Training Officer immediately.

Kerry ETB and the contractor will then agree on a collaborative course of action to resolve the issue. Issues raised proactively by the contractor will be handled in the spirit of the SRM process. Timely escalation of issues is expected and will be taken into account in KPI reviews. Failure to flag up a known issue in a timely manner may be treated as a KPI fail.

Although monitoring of course delivery is conducted through mid-course visit and quarterly review meetings; Kerry ETB may conduct additional monitoring visits where circumstances require.

10. Operational Performance

Kerry ETB aims to resolve operational issues through the Supplier Relationship Management (SRM) process. However, the ETB reserves the right to apply formal sanctions where performance targets are not met.

- **Critical Requirement**
Integrity in Quality Assurance (QA) is a non-negotiable service requirement.
- **Sanctions**
Failures in QA, data accuracy, or learner safety may result in contract suspension, financial penalties, or exclusion from future procurement opportunities.
- **Performance Data**
Decisions regarding performance will be based on traceable data collected through PLSS, TACS, and SRM reviews.
- **Grave Professional Misconduct**
Where a contractor is removed from the Lot/Technical Category or cycled to the bottom of the contractor list for significant or persistent failure to meet contractual requirements, Kerry ETB will consider this to constitute grave professional misconduct. This finding may be considered in any future procurement process run by Kerry ETB or any other ETB.
- **Cross-Reference to Services Agreement**
The procedure for the award and termination of services contracts is set out in the Services Agreement. In the event of any conflict between this Operating Guidelines document and the Services Agreement, the Services Agreement takes precedence.

11. Contract Monitoring and Auditing

All aspects of service provision-including financial, pedagogical, and administrative records-are subject to monitoring or auditing at any time.

- **Retention Period**

In line with ESF+ 2021-2027 requirements, all records must be retained and be available for inspection by Kerry ETB, national authorities, or European agencies for a minimum of seven years from the date of the final payment made under the ESF+ operational programme. As the final payment date will typically extend significantly beyond the operational programme dates, contractors are instructed to not dispose of any records relating to ESF+ co-funded contracted training without prior written confirmation from Kerry ETB that the retention obligation has ended.

- **Sub-Contractor Audits**

If a sub-contractor is delivering any part of a course, the Lead Contractor must attend any audit or monitoring event if requested by Kerry ETB.

12. Course Branding and Signage

Contractors must strictly adhere to the branding and signage requirements of the funding agencies (e.g., Kerry ETB, Kerry College, SOLAS, Department of Further and Higher Education, and the EU ESF+ logos).

- **Approval for Personal Branding**
Contractors must obtain written permission before using their own company branding or signage at training locations or on course materials.
- **Exclusions**
This does not apply to pre-existing 3rd party branding on approved materials (e.g., Microsoft, CompTIA, City & Guilds, Pearson BTEC) or existing signage on rented buildings.
- **No Cross-Promotion**
Contractors and their staff are strictly prohibited from advertising or promoting non-ETB activities or private courses to participants without express written permission.

Appendix 1 - Minimum Tutor Requirements

For the purposes of this document, the term "Tutor" refers to any person engaged by the Contractor to deliver any element of a contracted course, regardless of their specific occupational title. This includes but is not limited to instructors, trainers and other qualified practitioners as appropriate to the nature of the course being delivered.

1. Definition of Roles

Tutor:

Any person delivering more than 10% of the course content. Tutors must meet all pedagogical and professional requirements listed below.

Guest Speaker:

Any person delivering 10% or less of the course. They do not require formal teaching qualifications but must be always supervised by a qualified Tutor.

2. Mandatory Qualifications

All Tutors must meet the following three criteria before a contract is issued:

- Pedagogical (Teaching and Instruction): Must hold a recognised adult teaching/training qualification (minimum 110 hours of learning).
- Technical: Must be capable of delivering the specific modules outlined in the Training Specification. If the Training Specification requires a higher standard than these general guidelines, the Specification takes precedence.
- Professional Experience: Must have recent and relevant industry experience. Tutors must provide real-life examples from the sector (e.g., a Food Prep tutor must have recent and relevant experience in a professional kitchen).

3. Administrative Compliance

- Approval: Full names and CVs of all proposed Tutors must be submitted to Kerry ETB for approval before the contract is signed.
- Verification: Kerry ETB reserves the right to request proof of recent industry experience or specific qualification certificates at any time.
- Tutors must complete the tutor declaration (Appendix 2) before they can be assigned to the course.

4. Pedagogical qualification minimum requirement

The Tutor's qualification must have comprised a minimum of 110 hours of learning, of which a minimum of 24 hours must be face-to-face tutored.

The content of the course must be focused on Adult Learning and have included elements covering:

- Planning for training
- Training Needs Analysis
- The trainer role
- Motivation
- Communication
- Training methods
- Evaluation and assessment
- Quality assurance in training and education
- Equality issues in training

The syllabus for the course must be available for inspection with the Tutor's pedagogical certificate.

5. Pedagogical experience minimum requirement:

Tutors must have a minimum of two years' post-qualification experience delivering training to learners, accumulated through direct learner contact.

Where a Tutor does not yet have two years of pedagogical experience, they are categorised as a 'Junior Tutor' and may only be assigned to a course where a formal development and support arrangement is in place.

This arrangement must include:

- ongoing supervision and mentoring by an experienced Tutor.
- regular evaluation of delivery for the duration of the course.

Details of the supervision and support arrangement must be notified to Kerry ETB and be available for inspection on request.

6. Professional qualification and experience minimum requirements:

Tutors must meet one of the following professional qualifications and experience pathways relevant to the discipline being delivered.

Pathway 1: Qualification Above the Delivery Level

The Tutor has a recognised qualification in the discipline **at least 1 level above** the module or overall course certification being delivered.

- A Junior tutor has 2+ years' experience
- An Intermediate tutor has 4+ years' experience
- A Senior tutor has 6+ years' experience

Pathway 2: Qualification at the Same Level

The Tutor has a recognised qualification in the discipline **at the same level as** the module or overall course certification being delivered.

- A Junior tutor has 4+ years' experience
- An Intermediate tutor has 6+ years' experience
- A Senior tutor has 8+ years' experience

Pathway 3: No Recognised Professional Qualification

Where no recognised professional qualification exists for the course, the Tutor must have a minimum of 7 years related experience in the discipline.

- A junior tutor has 7+ years' experience
- An Intermediate tutor has 9+ years' experience
- A Senior tutor has 11+ years' experience

Appendix 2 - Tutor Declaration

Contractor Name (the 'Contractor')

Tutor's Name

Tutor's PPS Number

I declare that:

- I have read and understand the pedagogical and professional requirements for Tutors for this course as set out in the Course Specification and Tutor Information Pack and I fulfil those requirements.
- I have read and I understand the Course Specification. I agree to deliver the Course in compliance with that specification.
- I have read and I understand the Tutor's roles and responsibilities as set out in the Information Pack. I agree to deliver the Course in compliance with those roles and responsibilities.
- I have read and I understand the procedure for dealing with Tutor issues on contract training courses as set out in the Information Pack and I agree to abide by that procedure.
- I will conduct all training and assessment in full compliance with the requirements as set out in the Training and Assessment Specifications and any requirement of the relevant awarding body.
- I will undertake any training/assessment courses, including programmatic updates or refresher workshops, relevant to the Course as required.
- I have not been excluded from involvement in the delivery of training for or on behalf of an ETB.
- I acknowledge and agree that Kerry ETB reserves the right to exclude me from involvement in future delivery of training for or on behalf of an ETB in the event that I contribute to a material breach of the Contractor's contract with Kerry ETB in relation to the provision of the Course or if any of the information in this declaration is found to be false.
- I agree that Kerry ETB may inform other ETBs, SOLAS or potential Contractors, if I have been excluded from involvement in the delivery of training for or on behalf of Kerry ETB, of that exclusion at their discretion.

I hereby declare that the information provided by me is correct and accurate.

Signature of Tutor
Print Name
Date

Appendix 3 – Operational Templates




#	Template	Stage	Purpose
1	Course Plan Approval	Pre-Contract	Required before any course contract is issued. Sets out the full cost plan for the course including tutor rates, M&A, and receipted expenditure.
2	Contractor's Declaration	Pre-Contract	Confirms the contractor's compliance status before contract commencement.
3	Tutor CV and Declaration	Pre-Contract	Required for each tutor assigned to a course. Confirms qualifications, experience, and compliance with Appendix 1 requirements.
4	Verifier-Peer Reviewer CV and Declaration	Pre-Contract	Required where internal verification is being carried out by a designated verifier.
5	Evaluator CV and Declaration	Pre-Contract	Required where a designated evaluator is assigned to the course.
6	Insurance Confirmation	Pre-Contract	Confirms that the contractor holds the required levels of insurance before contract commencement.
7	KPI Score Card	During Delivery	Records KPI performance for the contract against the five (5) indicators set out in the SRM section.
8	Contractor's Tutor Evaluation	During Delivery	Used by the Contracted Training supplier to record tutor performance observations during course delivery.
9	Change of Personnel Declaration	During Delivery	Required where a tutor or key member of staff is replaced during a course. Must be submitted to and approved by Kerry ETB before the replacement takes up delivery.
10	In-Company Training Report	During Delivery	Required where any element of the course involves employer-based or in-company training.
11	Course Visit Risk Assessment and Monitoring Aide	During Delivery	Completed by the Contracted Training Officer during the mid-course monitoring visit.
12	Invoice Fee Approval	During Delivery	Submitted with each invoice to confirm that the services claimed have been delivered and verified.
13	Contractors Course Report	Post-Delivery	Submitted by the contractor to report on recruitment, course delivery, placement, and outcomes.
14	Course Documentation Submission Checklist	Post-Delivery	Confirms that all required course documentation is in order prior to submission for certification.
15	Contract Purchase Order Closure Notice	Contract Close	Issued by Kerry ETB on satisfactory completion of the course contract.
16	FARR Learner Outcomes Report	Contract Close + 6 months	Records learner outcomes for SOLAS reporting purposes. Must be completed accurately to support ESF+ compliance.
17	CT Procurement Non-Conformance	As Required	Raised where a procurement compliance issue is identified during contract delivery.
18	Amendment to Contract	As Required	Used where a formal change to the course contract is required. Must be signed by both parties before any amended terms take effect.

Appendix 4 – KPI Score Card

Contract Details

Course Title:	
PLSS Reference / Course Code:	
Contractor Name:	
Contract Start Date:	
Contract End Date:	
No. of Learners:	
Contracted Training Officer:	
Lot / Technical Category:	

KPI Traffic Light System

Status	Criteria	Action
 GREEN	All KPIs met.	Contractor stays at current rank.
 AMBER	1–2 KPIs missed.	Written notice issued; stays at rank but monitored.
 RED	3 or more KPIs missed.	Dropped to the bottom of the contractor list for the next available contract in the Lot.
ESCALATION	Amber on two consecutive contracts in the same Lot.	Automatically triggers Red status.

★ KPI 5 (Work Placement Rate) applies only to contracts that include a work placement or work experience element. Where not applicable, mark as N/A in the score grid.

Quarterly KPI Score Grid

Record pass (✓) or fail (X) for each KPI at each quarterly review. A fail registers where the measurement threshold is not met.

KPI	Q1	Q2	Q3	Q4	Status
1 — Accuracy of Administration					
2 — Mid-Course Learner Satisfaction					
3 — End of Course Learner Satisfaction					
4 — Return of Learner Evidence					
5 — Work Placement Rate ★ (if applicable)					
Overall Status					

KPI Definitions & Measurement Criteria

KPI 1 — Accuracy of Administration

Definition: Filing late or incorrect documentation which results in additional unplanned work for Kerry ETB staff, unnecessary delays affecting learners, cost to Kerry ETB or complaints. Errors may include contract paperwork, attendance records, learner payments, disciplinary process, protected disclosures, assessment grading, and course finishing documentation.

Measurement: If Kerry ETB must fix a contractor's paperwork 3 or more times in a single contract, this registers as 1 KPI fail.

KPI 2 — Mid-Course Learner Satisfaction Rating

Definition: An early warning system for a tutor who needs support or a class group with additional management or support needs.

Measurement: Data taken from the mid-course review visit by the CT Officer must show a 70%+ satisfaction rate. Below 70% registers a KPI fail. Note: Responses are required from 60%+ of enrolled learners.

KPI 3 — End of Course Learner Satisfaction Rating

Definition: Measures the learner experience as they leave Kerry ETB. Completion of the end-of-course online survey is the course tutor's responsibility.

Measurement: Data taken from the end-of-course online survey, completed by learners in the final week of scheduled classes, must show a 70%+ satisfaction rate. Below 70% registers a KPI fail. Note: Responses are required from 60%+ of enrolled learners.

KPI 4 — Return of Learner Evidence

Definition: Without timely return of evidence, certification deadlines are missed, learners do not receive certificates, and the contract cannot be closed for audit.

Measurement: All required coursework, assessment results, and certification paperwork must be submitted to Kerry ETB's QA Department within 6 weeks of the on-campus finish date for all QQI courses and within 4 weeks for all other awarding bodies. Where an awarding body requires a longer submission period, this must be declared by the contractor at contract stage and agreed in writing with Kerry ETB before the course begins.

KPI 5 ★ Work Placement Rate (Where Applicable)

Definition: Where a course includes a work placement or work experience element, the contractor is responsible for sourcing and confirming a placement for every eligible learner. An In-Company Training Report must be completed and filed with the CT Officer prior to commencement of each placement.

Measurement: A minimum of 80% of eligible learners must commence a placement. Below 80% registers a KPI fail. Where a confirmed placement falls through for reasons outside the contractor's control, this must be declared in writing to the CT Officer at the earliest opportunity and will not automatically count as a fail.

Quarter	Notes / Actions Agreed
Q1	
Q2	
Q3	
Q4	

Sign-Off

Kerry ETB — Contracted Training Officer	Contractor — Senior Manager
Name:	Name:
Signature:	Signature:
Date:	Date: