



Revised Policy on Delegation of Qualification Assessment to Assessment Quality Partners (AQPs)

11 November 2014

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List of Acronyms

AQP	Assessment Quality Partner
CEO	Chief Executive Officer
CEP	Community of Expert Practitioner
CHE	Council for Higher Education
DHET	Department of Higher Education & Training
DQP	Development Quality Partner
FL	Foundational Learning
FLC	Foundational Learning Competence
GFETQF	General and Further Education and Training Qualifications sub-Framework
HEQF	Higher Education Qualifications sub-Framework
MIS	Management Information System
NAMB	National Artisan Moderating Body
NQF	National Qualifications Framework
OFO	Organising Framework for Occupations
OQF	Occupational Qualifications sub-Framework
QC	Quality Council
QCTO	Quality Council for Trades and Occupations
QDF	Qualifications Development Facilitator
QMS	Quality Management System
RPL	Recognition of Prior Learning
SAQA	South African Qualifications Authority
SDA	Skills Development Act, No 97 of 1998
SETA	Sector Education and Training Authority
SLA	Service Level Agreement

Glossary of terms

Accredited Skills Development Provider (SDP)	means a provider of occupational learning accredited by the QCTO;
Assessment Centre	means a centre accredited by the QCTO for the purpose of conducting external summative assessments for specified registered occupational qualifications;
Assessment Quality Partner (AQP)	means a body delegated by the QCTO to develop assessment instruments and manage the external summative assessment of specific occupational qualifications;
Assessment Site	means any site deemed suitable by the Assessment Quality Partner to conduct the external summative assessment for a specified occupational qualification or qualifications where the relevant qualification assessment specifications do not require the use of an accredited assessment centre;
Community of Expert Practitioners (CEP)	means a group of people qualified in the relevant occupation with a minimum of 5 years' experience in that particular occupation or are recognised by the practitioners of the occupation as experts;
Development Quality Partner (DQP)	means a body delegated by the QCTO to manage the process of developing specific occupational qualifications, curricula and assessment specifications;
DHET	means the Department of Higher Education and Training;
Learner Qualifications Development Facilitator (Learner QDF)	means a qualifications development facilitator in training;
National Artisan Moderating Body (NAMB)	means the body established as per section 26A of the Skills Development Act (Act 97 of 1998);
Occupational qualification	means a qualification associated with a trade, occupation or profession, resulting from work-based learning and consisting of knowledge unit standards, practical unit standards and work experience unit standards as defined in the Skills Development Act and has an external summative assessment;

Occupational Qualifications Sub-Framework (OQSF)	means the sub-framework on which occupational qualifications are registered. This sub-framework forms part of a single integrated NQF system as contemplated in Chapter 2 of the NQF Act, 2008 (Act No. 67 of 2008);
Organising Framework for Occupations (OFO)	means a skill-based, coded classification system, which aims to encompass all occupations in South Africa, used as a tool to collect, analyse and report on occupational information;
Part qualification	means an assessed unit of learning that is registered on the NQF as a part qualification;
QCTO	means the Quality Council for Trades and Occupations established in terms of section 26G of the Skills Development Act, 1998 (Act No. 97 of 1998);
Qualification Development Facilitator (QDF)	means a person registered by the QCTO to facilitate the development of occupational qualifications;
SAQA	means the South African Qualifications Authority contemplated in Chapter 4 of the NQF Act, 2008 (Act No. 67 of 2008);
SDA	means the Skills Development Act, 1998 (Act No. 97 of 1998);
SETA	means a Sector Education Training Authority established in terms of section 9 of the SDA, 1998;
SLA	means Service Level Agreement as contemplated in annexure A of this document;

1. QCTO functions and their delegation

1.1 Section 26H of the SDA outlines the functions of the QCTO as follows -

- (1) the QCTO must advise the Minister on all matters of policy concerning occupational standards and qualifications;
- (2) the QCTO must perform its functions in terms of the SDA and NQF Act;
- (3) subject to any policy issued by the Minister in terms of section 26F of the SDA, the QCTO is responsible for -
 - (a) establishing and maintaining the occupational standards and qualifications,
 - (b) the quality assurance of occupational standards and qualifications and learning in and for the workplace,
 - (c) designing and developing occupational standards and qualifications and submitting them to the South African Qualifications Authority for registration on the National Qualifications Framework,
 - (d) ensuring the quality of occupational standards and qualifications and learning in and for the workplace,
 - (e) promoting the objectives of the NQF,
 - (f) liaising with the National Skills Authority on suitability and adequacy of occupational qualifications standards and qualifications and on the quality of learning in and for the workplace,
 - (g) liaising with the South African Qualifications Authority, other Quality Councils and professional bodies responsible for establishing standards and quality assurance of standards and qualifications, and
 - (h) performing any other function;
- (4) the QCTO has all such functions as are necessary to enable it to perform its functions in terms of this section;
- (5) the Minister may issue written instructions, which are not inconsistent with any policy made by the Minister in terms of section 26F, to the QCTO regarding the performance of its functions in terms of subsection (3) of the SDA;
- (6) the QCTO must comply with -
 - (a) any policy determined by the Minister in terms of section 26F, and
 - (b) any written instruction issued by the Minister in terms of subsection (5).

1.2 In terms of section 32 of the NQF Act, SAQA and the Quality Councils (QCs) have the power to delegate any of their functions to a committee, any other body capable of performing the function or an employee, but the delegation -

- (a) must be in writing and available for inspection on request by a member of the public;
- (b) must specify the terms and conditions of the delegation;
- (c) must be consistent with this Act and the Act by which the relevant QC is established;
- (d) must be accompanied by sufficient funds to perform the function;
- (e) does not exempt the SAQA or the QC, as the case may be, from responsibility for the function; and
- (f) does not prevent the performance of the function by the SAQA or the QC, as the case may be.

1.3 Section 26l (1) of the Skills Development Act (SDA) further specifies that the QCTO may, in writing and subject to such conditions as it may determine, delegate any of its functions to -

- (a) the chief executive officer of the QCTO;
- (b) a committee of the QCTO;
- (c) the national artisan moderation body established in terms of Section 26A of the SDA;
- (d) a SETA; or
- (e) any other suitable body.

1.4 Section 26l (2) of the Skills Development Act (SDA) also states that a delegation under section 26l (1) -

- (a) does not divest the QCTO of the function delegated and the QCTO may at any time review, amend or set aside any decision made under the delegation;
- (b) does not prevent the performance of the function by the QCTO itself; and
- (c) may be revoked by the QCTO at any time.

1.5 This policy prescribes the minimum conditions for the QCTO's delegation to Assessment Quality Partners.

2 Functions of the Assessment Quality Partner

2.1 The Assessment Quality Partner must, in respect of the qualifications and part qualifications specified in the Service Level Agreement -

- (a) recommend the external assessment specifications document for approval by the QCTO,
- (b) develop and maintain a national data-bank of instruments for external assessments,
- (c) publish exemplars of external assessments,
- (d) develop guidelines for the accreditation of assessment centres or the approval of assessment sites for external assessments,
- (e) recommend to the QCTO the accreditation and withdrawal of accreditation of assessment centres, and
- (f) recommend to the QCTO the withdrawal of accreditation of skills development providers for the knowledge and/or practical skills component using criteria and guidelines provided by the QCTO;

2.2 Coordinate and manage external assessment processes;

2.3 Ensure that there is a reliable and secure electronic database to record learner registration, assessment centres, external assessment applications and assessment data in a format prescribed by the QCTO;

2.4 Moderate at least 10% of learner external assessments;

2.5 Recommend the certification of learners to the QCTO;

2.6 Implement an appeals policy as guided by the QCTO assessment policy;

2.7 Conduct learner tracer studies;

2.8 Promote continuous professional development of AQP associated practitioners;

2.9 Report to the QCTO on the performance of its functions in the form and manner required by the QCTO; and

2.10 Provide a mechanism for RPL.

3 Criteria for the approval of an Assessment Quality Partner

3.1 A party seeking to perform the functions of an Assessment Quality Partner must satisfy the following criteria -

- (a) must be recommended to the QCTO by the relevant DQP when they submit the first progress report upon completion of the occupational profile (indicating access to communities of expert practitioners and standing in the occupation or occupations concerned),
- (b) have access to assessment practitioners and other human resources necessary to perform the AQP functions as specified in this policy,
- (c) have research capacity (even if through a third party arrangement),
- (d) have the financial resources necessary to establish the AQP functions and implement effective, efficient and transparent financial management and internal control systems, verified by means of a written commitment by its relevant authority,
- (e) have a proposed fee structure funding model to maintain the delivery of AQP services for a minimum of five years,
- (f) have a reliable management information system in the format required by the QCTO, and
- (g) have a system in place to detect and address irregularities.

3.2 Proof must be submitted to demonstrate adherence with the criteria mentioned under section 3.1 above. Such proof includes submission of -

- (a) Schedule 1 - AQP Project Details and Timeframe;
- (b) Schedule 2 - Proposed Fee Structure Model;
- (c) Schedule 3 - Letter from the AQP's relevant authority -
 - committing the necessary financial and human resources to fund and fulfil the AQP function,
 - confirming that effective, efficient and transparent financial management and internal control systems are in place, and
 - confirming that it will cooperate with the QCTO on the evaluation of its processes, including assessment and moderation;
- (d) Schedule 4 - Code of Conduct.

4 QCTO obligations in respect of Assessment Quality Partners

The QCTO will -

- (a) upon receipt of all required documentation, evaluate the submission and revert back to the prospective AQP;
- (b) upon approval of the prospective AQP, sign a Service Level Agreement (SLA) (Annexure A) with the AQP to perform the functions as specified in this policy;
- (c) monitor and evaluate the functions, systems and policies of the AQP;
- (d) publish criteria and guidelines for the accreditation of skills development providers and assessment centres;
- (e) accredit skills development providers;
- (f) accredit assessment centres upon recommendation of the relevant AQP;
- (g) maintain a database of accredited skills development providers and assessment centres;
- (h) monitor the assessment and moderation processes;
- (i) issue certificates for occupational qualifications or part qualifications;
- (j) prescribe the format in which learner external assessment data for certification must be submitted to the QCTO;
- (k) consult with the AQP prior to exercising its powers under section 1.4 (c) of this policy; and
- (l) monitor adherence to the QCTO Code of Conduct for AQPs.

5 Non compliance

5.1 The QCTO may, at any time, review, amend or set aside any decision under this delegation (SDA section 26l (2) [a]).

5.2 If an AQP fails to comply with this policy or any requirements that flow from it, the QCTO may set conditions to withdraw the delegation or institute any other penalty.

6 Charging fees by the QCTO

The QCTO may charge fees for -

- (a) evaluation of applications for delegation,
- (b) registration of qualification development facilitators,
- (c) evaluation of occupational qualifications and/or part qualifications,
- (d) publication of occupational qualifications and/or part qualifications,
- (e) accreditation of providers including the right to use the curriculum,
- (f) accreditation of assessment centres,
- (g) certification and
- (h) for such other services as the QCTO, after consultation, determines.

7 Contractual arrangements

7.1 The delegation must be in writing.

7.2 The written delegation shall take the form of a Service Level Agreement (SLA) between the CEO of the QCTO and a duly authorised person representing the body appointed as an Assessment Quality Partner.

7.3 The SLA is a mechanism to identify and commit resources required to perform the delegated function.

7.4 The written agreement must be concluded prior to the commencement of the delegated functions.

7.5 Any changes to this agreement must be in writing and signed by both parties before it shall be binding on the parties.

8 Criteria for the development of the external assessment specifications document

- 8.1 In the event of a dispute arising out of this delegation, the parties must endeavour to negotiate in good faith with a view to settling the dispute amicably.
- 8.2 The aggrieved party must notify the other party in writing within 7 working days of his/her position on the dispute as well as any solution which they consider possible.
- 8.3 If the negotiations fail, the dispute must be referred to the QCTO Appeals Committee for resolution.
- 8.4 The QCTO Appeals Committee may determine any additional procedure needed to adjudicate the dispute in a fair manner and communicate these procedures to the parties.
- 8.5 The decision arrived at as a result of the QCTO Appeals Committee determination is final, unless an order of court directs otherwise.
- 8.6 In the case of withdrawal, the following applies:
- (a) In the case of voluntary withdrawal, the relevant AQP must provide three (3) months' notice and a proposal of how learners in the system will be catered for, so as not to disadvantage the learners;
 - (b) In the case of enforced withdrawal, where it is found that the AQP is not fulfilling its functions in terms of the SLA, the QCTO will also require a proposal within three (3) months of how learners in the system will be catered for so as not to disadvantage the learners.

9 Transitional arrangements

- 9.1 The QCTO reserves the right to waive certain conditions during the transitional period to enable implementation of this policy.
- 9.2 During the transition period special measures which are least disruptive, will be put in place to enable currently registered skills development providers to attain accreditation in terms of the QCTO accreditation requirements.
- 9.3 For a transitional period, to be specified by the QCTO, no fees will be charged to AQPs.

10 Annexure A: Assessment Quality Partner Service Level Agreement (AQP SLA)

ASSESSMENT QUALITY PARTNER SERVICE LEVEL AGREEMENT (AQP SLA)

SLA Serial number -----

SERVICE LEVEL AGREEMENT

Entered into between

THE QUALITY COUNCIL FOR TRADES AND OCCUPATIONS

(Hereinafter referred to as "the QCTO")

Duly represented by the Chief Executive Officer of the QCTO

And

.....

(Hereinafter referred to as "the AQP")

Duly represented by the.....of the AQP

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set the terms and conditions of this Agreement.
- 1.2 This Agreement is in relation to the assessment of qualifications and part qualifications related to occupations or specialisations specified below:

	OFO Code	Occupational title	Qualification Title	Curriculum Number
1				
.				

2. DURATION

- 2.1 This Agreement shall commence on the and shall, subject to the rights of termination stipulated herein, continue until withdrawal of the agreement by either party or until the de-registration of the qualification whichever comes first.
- 2.2 Upon termination of this Agreement, any obligation incurred by either Party as a consequence of entering into this Agreement prior to the termination date of this Agreement shall survive this Agreement and the terms and conditions of this Agreement shall continue to apply to any learners registered before the expiry date of this Agreement for the duration of their training until they have completed their training in terms of this Agreement.

3. RESPONSIBILITY OF THE AQP

- 3.1 The AQP agrees to perform the functions as outlined under section 2 in the “Policy on Delegation of Qualification Assessment to AQPs” as amended from time to time, provided that the QCTO shall provide the AQP with any amended Policy or any subsequent amendments thereto.
- 3.2 The AQP agrees to use the candidate record system approved by the QCTO.
- 3.3 The AQP agrees to perform the activities as detailed in Schedule 1 annexed to this Agreement.
- 3.4 The AQP agrees to report to the QCTO on progress in performing the activities in the format as set out in Schedule 1 of this Agreement.

- 3.5 The AQP agrees to implement its approved Fee Structure Model (where applicable) as set out in schedule 2 of this Agreement
- 3.6 The AQP agrees to fund the performance of its establishment function in terms of the agreement letter signed by the AQP's relevant authority, as annexed in schedule 3 to this agreement, verifying that the necessary financial resources are available and confirming commitment to establish the necessary internal control systems and that it would cooperate with the QCTO on the evaluation of its processes, including assessment and moderation.
- 3.7 The AQP agrees to report in writing to the QCTO, at least a fourteen (14) calendar days in advance, if it is unable to or anticipates that it may be unable to meet the project timelines as specified in Schedule 1.

4. RESPONSIBILITY OF THE QCTO

The QCTO will execute its responsibilities as outlined under section 4 in the "Policy on Delegation of Qualification Assessment to AQPs."

5. FINANCIAL ARRANGEMENTS

Notwithstanding anything to the contrary as may be contained in this Agreement, each Party shall bear their own costs in the fulfilment of its obligations in terms of this Agreement.

6. WHOLE AGREEMENT AND NON VARIATION

- 6.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 6.2 No addition to, variation, consensual cancellation or innovation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both parties or by their duly authorised by representatives.

7. DISPUTE RESOLUTION

In the event of a dispute arising out of this delegation, the dispute procedure as outlined under section 8 in the “Policy on Delegation of Qualification Assessment to AQPs” will apply.

8. INTERPRETATION

In the event of any conflict between any provisions of this Agreement, the Policy and any other Schedule to this Agreement, this Agreement shall prevail.

9. AMENDMENTS TO THIS AGREEMENT

Any other changes to this agreement must be agreed in writing by both parties and annexed to this agreement before the change is effected in terms of section 7.5 of the “Policy on Delegation of Qualification Assessment to AQPs”.

10. SCHEDULES THAT FORM PART OF THIS AGREEMENT

The following schedules form part of this agreement -

- (a) Schedule 1 – AQP Project Details and Timeframe;
- (b) Schedule 2 – Approved Fee Structure to maintain the delivery of AQP services for a minimum of five years (where applicable);
- (c) Schedule 3 – Letter from the AQP’s relevant authority -
 - i. committing the necessary financial and human resources to fund and fulfil the AQP function;
 - ii. confirming that effective, efficient and transparent financial management and internal control systems are in place; and
 - iii. confirming that it will cooperate with QCTO on the evaluation of its processes including assessment and moderation; and
- (d) Schedule 4 – Code of Conduct for AQP.

11 EXIT CLAUSE

Either party may terminate this agreement by providing the other party ninety (90) days written notice of termination of this agreement where adverse operational circumstances arise.

12. SIGNATURES

Signed at on this day of 20....

By
In his/her capacity as CEO of the QCTO

Signature on behalf of QCTO:

1. Witness:

2. Witness:

Signed at on this day of 20....

By
In his/her capacity as the duly authorised representative of the AQP

Signature on behalf of AQP:

1. Witness:

2. Witness:

AQP Project Details and Timeframe

1. Occupation and specialisation/s detail:

	Qualification(s)	OFO Code	Occupation(s)/Specialisation(s)
1.			

2. Assessment Quality Partner information

Name of AQP: _____

Physical address: _____

Postal Address: _____

Website: _____

Company Telephone Number: _____

Company Registration Number: _____

Tax Registration Number: _____

VAT Registration Number: _____

3. Assessment Quality Partner reporting officer details

Person responsible for reporting to the QCTO:

Name: _____

Cell phone _____

Telephone: _____

Fax number: _____

E-mail address: _____

4. Details of Development Quality Partner

Name of DQP: _____

Physical address: _____

Postal Address: _____

Name of responsible person: _____

Cell phone: _____

Telephone: _____

E-mail address: _____

5. AQP Project time-lines:

	Activities	Due date
1	<i>Cooperate with the DQP in the development of the assessment specifications document and sign off submission to the QCTO</i>	<i>Coincide with submission of Assessment Specifications document to QCTO</i>
2	<i>Develop and maintain a national data-bank of standardised assessment instruments appropriate to assessment strategy</i>	<i>Commence within one month after registration of qualification with SAQA and completed within six months</i>
3	<i>Establish criteria and procedures for the monitoring and evaluation of accredited assessment centres or approved assessment sites</i>	<i>Within three months of registration of qualification with SAQA.</i>

	Activities	Due date
4	<p><i>Develop a website and publish:</i></p> <ul style="list-style-type: none"> • <i>links to QCTO website in terms of:</i> <ul style="list-style-type: none"> ➤ <i>accredited assessment centres</i> ➤ <i>accredited skills development providers</i> • <i>for each qualification:</i> <ul style="list-style-type: none"> ➤ <i>approved assessment sites (if applicable)</i> ➤ <i>registered assessment practitioners</i> ➤ <i>assessment exemplars</i> ➤ <i>language/s of assessment</i> ➤ <i>assessment fee</i> ➤ <i>concessions related to special assessment</i> ➤ <i>qualifying requirements</i> • <i>procedures and templates for:</i> <ul style="list-style-type: none"> ➤ <i>applying for external assessment</i> ➤ <i>reporting irregularities and lodging complaints or appeals</i> • <i>criteria for the accreditation of assessment centres or approval of assessment sites (depending on the relevant strategy)</i> <ul style="list-style-type: none"> ➤ <i>applying for external assessment</i> 	<p><i>Commence within one month after registration of qualification with SAQA and completed within six months</i></p>
5	<p><i>Develop a candidate record system in line with QCTO requirements including candidate information, entries, results, and certification details</i></p>	<p><i>Commence within one month after registration of qualification with SAQA and completed within three months</i></p>
6	<p><i>Report to the QCTO on progress related to the development of the website</i></p>	<p><i>Annually</i></p>
7	<p><i>Secure system to manage scheduled assessments</i></p>	<p><i>Commence within one month after registration of qualification with SAQA and completed within three months.</i></p>

	Activities	Due date
8	<i>Submit validated Learner Achievements to the QCTO certification in the manner prescribed by the QCTO.</i>	<i>Within 21 working days after external summative assessment</i>
9	<i>Report qualitatively to the QCTO on:</i> <ul style="list-style-type: none"> • <i>The performance of skills development providers recommended to QCTO for accreditation</i> • <i>The performance of assessment centres recommended to the QCTO for accreditation</i> • <i>The moderation of external assessment</i> • <i>Learner tracer studies (employment possibilities pending outcome of assessment)</i> • <i>Employer satisfaction surveys</i> 	<i>Annually</i>

Signed aton thisday of20.....

.....
Signature of AQP Representative

Schedule 2 of Annexure A – AQP SLA

Approved Fee Structure (where applicable) to maintain the delivery of AQP services for a minimum of five years

Schedule 3 of Annexure A – AQP SLA

Letter from the AQP's relevant authority

- i. committing the necessary financial and human resources to fund and fulfil the AQP function,*
- ii. confirming that effective, efficient and transparent financial management and internal control systems are in place, and*
- iii. confirming that it will cooperate with the QCTO on the evaluation of its processes including assessment and moderation.*



Schedule 4 of Annexure A – AQP SLA

THE CODE OF CONDUCT FOR THE ASSESSMENT QUALITY PARTNER (AQP)

We, the undersigned, wish to be appointed by the QCTO as the AQP. We agree that, if the QCTO delegates such functions to us, we hereby commit ourselves to abide by the QCTO's Code of Conduct in relation to all our work. The Code of Conduct to which we agree includes:

- 1.1. Promoting the objectives of the NQF;
- 1.2. Dealing fairly, professionally and equitably with stakeholders whilst accelerating the redress of past unfair discrimination;
- 1.3. Consulting with all relevant stakeholders that have an interest in the development and assessment of occupational qualifications and sharing of best practice;
- 1.4. Executing our responsibilities and accountabilities timeously and with due regard to the accountability to our constituents that we are committed to serve;
- 1.5. Seeking at all times to create a positive environment for the development and assessment process and respect the historical diversity of learners' cultural, linguistic and educational backgrounds;
- 1.6. Declaring any *conflict of interest* that may infringe on the execution of our delegated responsibilities;
- 1.7. Recusing ourselves from any decision-making process which may result in improper personal gain that will impact negatively on *the following values cherished by the QCTO*:
 - Innovation and Excellence
 - Empowerment and Recognition
 - Respect and Dignity
 - Ethics and Integrity
 - Ownership and Accountability
 - Authenticity
- 1.8. Recognising the public's rights of *access to information*, excluding information that is specifically protected by the law;
- 1.9. Acting in a manner that will respect, promote and protect the goodwill and reputation of the occupational qualification family;
- 1.10. Reporting all relevant information about best practices and irregularities in the development and assessment process of which we become aware.

Signed at..... on this day of 20.....

By
In his/her capacity as the duly authorised representative of the AQP

Signature on behalf of the AQP: