

# Continuing Professional *Development*

## Memorandum of Understanding

# Continuing Professional Development

## Context

Continuing Professional Development (CPD) focuses on ongoing learning. It aims to help practitioners develop the skills, knowledge and judgement that will:

- make them more productive
- increase consumer (client) confidence
- make their jobs more interesting e.g through the application of exciting new technologies
- enhance their career prospects
- improve workplace safety, and
- improve the quality of workmanship

resulting in positive outcomes for all industry practitioners and consumers.

The concept of CPD for all registered building practitioners was initiated by the building industry. The CPD scheme has evolved through extensive consultation with stakeholders, including professional and industry associations and building practitioners themselves. The resulting scheme is simple, efficient, flexible, accessible and affordable.

The voluntary CPD scheme commenced on 22 March 2004. Legislative changes to the *Building Act 1993* would be necessary for CPD to become mandatory.

The key features of the CPD scheme and the CPD model are as follows:

### Benefits

- It is deliberately minimalist by design.
- It is minimum cost, offering net benefits to the building industry.
- It is based on the guiding principles of accessibility; minimum cost; effectiveness and alignment with industry and consumer requirements.
- It acknowledges and complements existing industry schemes.
- It is flexible. Practitioners can choose to participate in a variety of activities as learning for CPD.

### Management

- CPD will be available across all registered building practitioner categories.
- Practitioners can elect to participate in the CPD scheme and provide the Building Commission with evidence of their participation at the time of registration renewal.
- The Building Commission is responsible for the ongoing development of the CPD scheme.
- Practitioners can either manage their own CPD records or rely on industry associations/professional institutes to manage their CPD records for them.
- Other States and New Zealand have introduced, or are in the process of introducing CPD. CPD will be a requirement (i.e. mandatory) for ongoing registration in those States or countries.

### Parties:

**BUILDING COMMISSION** being a body corporate established under the *Building Act 1993* (Vic) of Level 27, Casselden Place, 2 Lonsdale Street, Melbourne ("the Commission").

and

### Continuing Professional Development Provider

### Recitals:

- A Whereas the Building Commission is introducing a voluntary Continuing Professional Development (CPD) scheme for Registered Building Practitioners.
- B Whereas the CPD Provider\* wishes to be involved in the provision of CPD for Registered Building Practitioners.
- C The parties will collaborate to ensure the provision of suitable training or management of CPD in accordance with Schedules A-G, whichever is relevant to the CPD Provider Group, in order to implement the voluntary CPD scheme which commenced on 22 March 2004.

## Working Together

- i. The CPD Provider agrees to deliver the voluntary CPD scheme in accordance with this Memorandum of Understanding and all relevant Schedules and Attachments.
- ii. The parties agree to use their best endeavours to give effect to the agreed position(s) set out in this Memorandum of Understanding.
- iii. The parties agree to establish and maintain liaison with each other to ensure the effective implementation of this Memorandum of Understanding.
- iv. The parties agree to work together and use their best endeavours to resolve disputes should they arise during the currency of this agreement.
- v. The parties acknowledge that this Memorandum of Understanding is not legally binding and is an expression of intent only.
- vi. The parties agree and acknowledge that in the period from January 2004 to the execution date of this Memorandum of Understanding, the CPD scheme provided by any industry CPD Provider who is a member of the CPD Industry Advisory Group will be recognised and any points attained by building practitioners during this time will be recognised by the Building Commission's CPD scheme.
- vii. The parties acknowledge that CPD undertaken by practitioners from January 2004 delivered by the providers identified in (vi) will be accepted as CPD for practitioners at the anniversary of registration, provided all details are listed on the Attainment of CPD Certificate / Statement of CPD.
- viii. The parties acknowledge that CPD records will be maintained for a minimum period of five years.
- ix. The parties acknowledge that the Building Commission may conduct audits of CPD Providers in the following areas:
  - content and quality of the learning materials
  - suitability of lecturers/trainers/educators
  - appropriateness of the physical set up of the training premises
  - practitioner evaluation of courses undertaken
  - practitioner complaints procedure.
- x. CPD Providers acknowledge that upon approval of the CPD Provider the Building Commission shall:
  - list the CPD Provider on the Building Commission database
  - list the CPD Provider on the Building Commission web page
  - list the CPD Provider as a CPD Provider on the list issued to all 20,000 registered building practitioners
  - issue the CPD Provider with a Certificate
  - issue the CPD Provider with an Attainment of CPD (template)
  - issue the CPD Provider with a Wordmark Guidelines CD (for CPD documentation).

\*Note CPD Provider refers to and includes all CPD Providers as described in Table 1, Attachment 1.

# Continuing Professional Development

## Term

1. This Memorandum of Understanding will commence

on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_  
(Fill in date)

and will remain in effect for 12 months. At the expiration of this period, it is anticipated that the Building Commission and CPD Provider will enter into another Memorandum of Understanding for continued provision of CPD.

2. This Memorandum of Understanding can only be varied in writing with the consent of all parties.
3. Subject to the parties complying with the intent of clauses (ii), (iii) and (iv) either party may terminate this Memorandum of Understanding. Two weeks written notice of the intention to terminate must be given.

**IN WITNESS TO THE ABOVE UNDERSTANDINGS**, this Memorandum of Understanding is signed for and on behalf of the parties

on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_  
(Fill in date)

\_\_\_\_\_  
(Signature)

**Tony Arnel**  
**Commissioner**  
On behalf of the  
**Building Commission**

\_\_\_\_\_  
(Signature)

Name of CEO or Director  
On behalf of the

**CPD No 1, 2, 3, 4, 5, 6**

Circle relevant number/s and attach to the MOU one copy of each relevant Schedule

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Please print title