

## External Assessor Agreement

**BETWEEN:** **Australian Rail Track Corporation Pty Ltd (“ARTC”)** ABN 75 081 455 754, of 11 Sir Donald Bradman Drive, Keswick Terminal, SA 5035.

**AND** **[INSERT NAME OF COMPANY (“the Company”) or NAME OF ASSESSOR (“the External Assessor”)],** of *[insert address]*.

- A. ARTC is a rail transport operator and must comply with certain regulatory and accreditation obligations under the Rail Safety National Law.
- B. ARTC must ensure that the Rail Industry Workers (“RIW”) it engages are appropriately qualified and competent.
- C. ARTC ensures RIW are appropriately qualified by appointing External Assessors to conduct assessments.
- D. External Assessors are responsible for reviewing the RIW’s evidence of competence and issuing an authorising document to Onsite.
- E. [Company] has agreed to provide an External Assessor.  
[Name] has agreed to act as an External Assessor. *(delete that which is not applicable)*

### **ARTC and [COMPANY] OR [NAME] agree as follows:**

1. The External Assessor will maintain ARTC standards and procedures for the purpose of ensuring RIW competence.
2. The External Assessor will ensure there is a rigorous process in place that meets all regulatory obligations and assessment requirements for the purpose of assessing third parties for ARTC’s network specific roles defined in the relevant engineering, design, project management and signalling matrices. (Third parties can include other organisations engaged by ARTC, internal employees, contractors, and subcontractors).
3. The External Assessor will:
  - a. provide current contact details, to be published on the ARTC website for third parties to access, unless s/he is only conducting internal (own organisation) assessments, in which case details will not be published on the ARTC website unless requested;
  - b. apply ARTC’s competency standards and procedures;
  - c. promptly advise ARTC where standards cannot be applied and seek resolution;
  - d. discharge his/her duties under this Agreement in an appropriate way and for the intended purposes;
  - e. create and maintain full and accurate records of the assessments performed in Onsite;
  - f. maintain current and relevant engineering knowledge and expertise, and where appropriate advise the ARTC Functional Category Experts of any relevant changes in engineering knowledge or practice;
  - g. maintain the integrity and security of ARTC’s documents or information;
  - h. keep up to date with relevant ARTC engineering standards and procedures;
  - i. reply to all external parties, other than own organisation, enquiries for assessment services within 48 hours;

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- j. complete external assessments (for which there is an engagement) within 5 working days following receipt of all necessary information;
- k. ensure that any fees and charges for third party assessment are a reasonable reflection of the work performed; and
- l. ensure that external assessment practices are conducted fairly and in good faith.

4. Particulars:

a. This agreement applies to:

Internal Assessments Only  (tick)    Internal and External Assessments  (tick)

b. The External Assessor is .....

Signed by:

\_\_\_\_\_  
ARTC authorised representative

\_\_\_\_\_  
[Company representative or Assessor  
(if an individual)]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date