

Frequently asked questions

Information for Australian Apprenticeship Support Network (AASN) Providers

Electronic signing policy

Further Education and Training Act 2014

General

Q. What is the Electronic Signing Policy (ESP) about?

A. The electronic signing policy provides guidance on considerations for accepting e-signatures as an alternative to a handwritten signature with respect to a specific transaction under:

- the [Further Education and Training Act 2014](#) (FET Act),
- the [Further Education and Training Regulation 2014](#) (FET Regulation), and
- the [department's policy or procedures](#) regarding apprenticeships and traineeships.

Q. An e-signature on an application or notification does not have a corresponding code and looks more like a text box with a scanned signature in it. Should I accept it?

A. There are two types of a digitised e-signature:

- A manuscript 'wet' signature is scanned and transformed into digital format, which can then be attached to an electronic document,
- A digitised signature uses an encrypted digital code (which must be legible) that authenticates the identity of the person who is affixing their signature to a document.

Both are an acceptable form of e-signature. If you have doubts about the authenticity of an e-signature, you may obtain evidence such as the certificate of authenticity or audit report from the sender, or verify the identity of the signatory.

Q. Are there any instances where an e-signature is not acceptable?

A. No. The critical element in all cases is the signature indicates that the person 'approves or consents of a stated transaction' and hence is expressly or implicitly indicating the e-signature containing their name or initials are considered an expression of intention.

Q. I have received an email from both parties stating that they approve of a stated transaction, however no departmental form with either a handwritten signature or an e-signature has been provided, and does this communication satisfy the ESP requirements?

A. Consent or approval to a stated transaction can be accepted by email, provided the guiding principles are considered. The identity of the person who is providing their consent or approval to a transaction must be identifiable; the communication must clearly state that the person 'consents or approves of a stated transaction', and the integrity of electronic communication must be maintained.

For example:

- You receive an email from employer Rob Griffin, Griffin Industries email address griffinind@gmail.com stating they made an error regarding the commencement date at the time of signing the training contract. The email states that Joe agrees with the proposed amended date and attached a copy of his letter of offer supporting the change. The email address matches the employer's email address noted on departmental records however in this scenario



there is no evidence to support the apprentice has provided his consent or approval to the proposed commencement date. This would not be acceptable.

- You receive an email from employer Rob Griffin, Griffin Industries email address griffinind@gmail.com stating they made an error regarding the commencement date at the time of signing the training contract. The email states that Joe agrees with the proposed amended date and attached a copy of his letter of offer supporting the change. The email address matches the employer's email address noted on departmental records. You receive a second email from Joe Joseph, email address joej82@hotmail.com stating that there was an error made at the time of sign-up and his actual date of commencement is x date. The date matches the date that the employer has provided. The email address matches the apprentices email address noted on departmental records. This would be acceptable.
- You receive an email from the employer and the content is a chain of emails between the employer and the apprentice that confirm that each of the parties agree that the date of commencement of the training contract is incorrect and it should be x date. There is a letter of offer attached to the email. The email address or domains used by each party throughout the email chain match departmental records for each party. This would not be acceptable as the electronic communication between the two parties has been forwarded only by the employer. In this example the integrity of the consent or approval to change of commencement date could have been altered within the email chain. In these circumstances, contact the party that has not forwarded the email to verify the commencement date and record in file notes prior to processing the change.

Q. Is particular wording required in an email for ESP purposes – such as “I approve” or “I consent” to the transaction?

A. Yes. The wording must state clearly the person's intention regarding a stated transaction. For example “I agree to changing my registered training organisation from x to x as of x date.”

Cancellation

I have received a mutual cancellation application attached to an email from the employer.

Q. The apprentice/trainee has signed the application but the employer's signature is missing. What should I do?

A. If the email clearly states 'I agree' and identifies the employer as the sender, they have signified their agreement to cancel. If the apprentice/trainee (and parent, if appropriate) has signed the application, process as a cancellation by mutual agreement, except where 'Withdrawn in probation' applies.

Q. The employer has signed the application but the apprentice/trainee's signature is missing. What should I do?

A. You may obtain the apprentice/trainee's (and parent, if appropriate) agreement to cancel a registered training contract via ESP. Ensure that any electronic communication received from the apprentice/trainee (and parent if appropriate) meets the guiding principles of identity, consent or approval and integrity. If efforts to obtain an e-signature are unsuccessful, cancellation cannot be actioned under section 35 of the FET Act and will need to be considered under section 36.

Q. Is withdrawal of consent to mutual cancellation by email acceptable?

A. Yes. A party to a registered training contract may, withdraw their consent to a mutually agreed cancellation via ESP where the communication clearly identifies the sender, what it is they are withdrawing their consent to and is received by an officer within 7 days after the application was given to the chief executive is acceptable. Note if an apprentice/trainee withdraws their consent and is under 18 years, the notice must also be signed by a parent or guardian, where appropriate. This may also be obtained in accordance with the ESP.

Suspension

Q. I have received a suspension form that has all the required information and the employer's signature, but not the apprentice/trainee's signature. Is that sufficient to process the suspension?

A. No. The employer and apprentice/trainee must agree (and parent consent, if appropriate). You could email the apprentice/trainee (ensure the reason for the proposed suspension, the period of the proposed suspension and the commencement date are stated), and seek their agreement to the application. The apprentice may agree by email provided the communication clearly states what they are agreeing to – using the department's template will help to ensure this.

Q. Is an employer's email stating that their apprentice/trainee agrees to a suspension, sufficient to accept as the apprentice/trainee's agreement to suspend?

A. No. Agreement to a suspension period must come from the employer and apprentice/trainee, (and parent if appropriate). If this is the only indication that the apprentice/trainee may have agreed to the suspension, their agreement (handwritten or e-signature) is required for the application to meet legislative requirements. Including the parent's signed consent, if appropriate. Where the agreement of the employer and/or apprentice/trainee and/or parent are received separately, each must clearly identify the reason for the proposed suspension, the period of the proposed suspension, commencement date of the proposed suspension and that the suspension is agreed to by each party.

Q. Is withdrawal of consent to a suspension by email acceptable?

A. Yes. A party to a registered training contract may, withdraw their consent to an application to suspend a training contract via ESP where the communication clearly identifies the sender, what it is they are withdrawing their consent to and has been received by an officer within 7 days after the application was given to the chief executive. Note if an apprentice/trainee withdraws their consent and is under 18 years, the notice must also be signed by a parent or guardian, where appropriate. This may also be obtained in accordance with the ESP.

