## Contract Details The Services must be supplied by the RTO to the School Council in accordance with the Terms and Conditions at Attachment 1 and Attachment 2 (if applicable). Capitalised terms in these Contract Details that are otherwise undefined have the meaning given in the Conditions, or the Services, with the meaning in the Conditions to take precedence to the extent of any inconsistency.

|  |  |  |
| --- | --- | --- |
| **Item 1** | School Council | [insert name and address] |
| **Item 2** | School Council Representative | [insert name, position, address and contact details]  Care Of: [if needed, insert first point of contact details for the School Council, being a person or position who is not the Representative.] |
| **Item 3** | RTO | [insert name, RTO code and address] |
| **Item 4** | RTO Representative | [insert name, position, address and contact details]  Care Of: [if needed, insert first point of contact details for the RTO, being a person or position who is not the Representative.] |
| **Item 5** | Term | This Contract starts on ## [insert date]  This Contract ends on ## [insert date] |
| **Item 6** | Fees | [Example Only - parties to insert details]  Total Fee $ (including GST) for the Term payable as follows:  [x]% of Fee payable [x]working days after start of school term 1  [x]% of Fee payable [x]working days after start of school term 2  [x]% of Fee payable [x]working days after start of school term 3  [x]% of Fee payable [x]working days after start of school term 4  [x]% of Fee payable [x]working days after receipt of final Student results |
| **Item 7** | Services | See Schedule 1 |
| **Item 8** | Training | See Schedule 2 |
| **Item 9** | Program details | See Schedule 3 |
| **Item 10** | School Personnel | See Schedule 4 |
| **Item 11** | RTO Personnel | See Schedule 5 |
| **Item 12** | Students’ details and International Students’ details | See Schedule 6 |
| **Item 13** | Reporting details | See Schedule 7 |
| **Item 14** | Request by RTO to sub-contract | See Schedule 8 |
| **Item 15** | Contract variation notice | See Schedule 9 |
| **Item 16** | Equipment provided by School Council | See Schedule 10 |

Executed as an agreement

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Signed by the School Council** |  |  | **Signed by the RTO** |
| **School Council Authorised Signatory** |  |  | **RTO Authorised Signatory** |  |
| Print Name |  |  | Print Name |  |
| Position |  |  | Position |  |
| **In the presence of:** |  |  | **In the presence of:** |  |
| Witness Signature |  |  | Witness Signature |  |
| Print Name |  |  | Print Name |  |
| Position |  |  | Position |  |
| **Date:** |  |  | **Date:** |  |

Attachment 1 – Terms and Conditions

**Provision of the Services**

1. The RTO must provide the Services to the School Council in accordance with this Contract and must:
   1. provide the Services in accordance with the *Standards for Registered Training Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration* and the VRQA Guidelines for VET Providers (as applicable);
   2. provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
   3. ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
   4. act in good faith and in the best interests of the School Council; and
   5. provide any and all equipment necessary for the performance of the Services, except for items specified in Schedule 10, or as the parties may agree from time to time.
2. If at any time during the term the RTO is unable or is likely to become unable to provide any or all of the Services, it must immediately notify the School Council.

Training

1. The School Council is responsible for providing the Training to the Students.
2. For the avoidance of doubt, the Training does not form part of the Services.
3. The parties agree that they have consulted with each other as to the suitability of the Programs and the content of the training and assessment materials for the School Council's curriculum, and any matters agreed during that consultation that affect the Training or the Services are recorded in Schedule 3.
4. The parties agree that if the RTO is delivering the Services to International Students (either exclusively or in addition to Students), the terms and conditions in Attachment 2 apply to the delivery of those Services. For the avoidance of doubt, the terms and conditions in Attachment 2 are in addition to, and do not replace, the terms and conditions in this Attachment 1.

Fees

1. The Fees applicable to the Services are fixed.
2. The School Council will, on demand by the RTO, pay simple interest on a daily basis on any overdue and undisputed amount, at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
3. The RTO acknowledges and agrees that:
   1. all Students are subject to all eligibility criteria for the Victorian Training Guarantee, including that a Student enrolled at a school (except a school based apprentice or trainee) is not eligible for the Victorian Training Guarantee; and
   2. it will not make a claim under the Victorian Training Guarantee in relation to a Student who is ineligible for the Victorian Training Guarantee.

Invoicing and payment

1. The RTO must submit to the School Council a tax invoice in respect of the Services as set out in Item 8 of the Contract Details, or at such other time or times as agreed by the parties. A tax invoice submitted for payment must contain the information necessary to be a tax invoice for the purposes of the GST Act together with such other information as the School Council may reasonably require and be sent to the address specified in the Contract Details.
2. The School Council will pay the invoiced amount within 30 days of receipt of an accurate invoice. However, if the School Council disputes the invoiced amount it must pay the undisputed amount (if any) and notify the RTO of the amount the School Council believes is due for payment. The parties will endeavour to resolve any such dispute, and the School Council may withhold payment of the disputed amount pending resolution of the dispute.
3. The School Council may withhold payment of an invoiced amount if the RTO has not provided sufficient information in accordance with clause 38 to satisfy the School Council that the Services have been performed in accordance with this Agreement. For the avoidance of doubt, the invoiced amount withheld does not need to relate to the Services for which the RTO has not provided sufficient information.
4. The School Council may set off against any sum owing to the RTO under this Contract any amount then owing by the RTO to the School Council.
5. Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Contract but must be taken only as payment on account.
6. The School Council will, on demand by the RTO, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic).

Delivery of the Services

1. The RTO warrants that:
   1. it is accredited and approved to deliver the Services; and
   2. without limitation to clause 16.1:
      1. it is registered with the Victorian Registration and Qualifications Authority or the Australian Skills Quality Authority (as appropriate); and
      2. it has the qualifications and units of competency to provide the Services on its scope of registration.
2. The RTO must ensure that the RTO Personnel are qualified and experienced in accordance with the *Standards for Registered Training Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration.*
3. The RTO warrants that:
   1. to the best of its knowledge the RTO or its employees do not have any duties or interests that will create, or may reasonably be expected to create, a conflict with the RTO’s obligations under this Contract; and
   2. during the term neither it nor its employees will do anything that will result in the RTO or its employees having a duty or interest that will create, or may reasonably be expected to create, a conflict with the RTO’s obligations under this Contract.

Confirmation of Student results

1. The School Council will check and confirm the correctness of the results that the RTO provides pursuant to clause 40, and will immediately notify the RTO of any results that need to be corrected.

School Personnel

1. The parties agree that the School Council has provided the RTO with information sufficient for the RTO to establish whether the School Personnel are qualified and experienced in accordance with the *Standards for Registered Training Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration* (as applicable)*.*
2. The School Council acknowledges and agrees that in establishing the sufficiency of the School Personnel's qualifications and experience, the RTO will rely on the information provided by the School Council under clause 20.
3. The parties agree that they have consulted with each other to establish the sufficiency each of the School Personnel's qualifications and experience to provide the Training for each relevant Program.
4. The School Council must inform each member of the School Personnel of the qualifications and experience that is required of them for the purpose of the Training.
5. The School Council warrants that the School Personnel*;*
   1. will carry out the Training to the Students; and
   2. are registered with the Victorian Institute of Teaching as defined in the *Education and Training Reform Act 2006 (Vic)* (that is, the person is a registered teacher, which may include provisional registration, or has permission to teach).

Replacement Personnel

1. If School Personnel or any other persons responsible for delivering the Training to Students are unavailable to provide the Training for unforeseen reasons, the School Council must ensure that any replacement personnel satisfy the requirements of clause 20.
2. The School Council bears all costs in connection with providing any and all replacement personnel.

Student Suitability

1. The parties agree that they have consulted with each other to establish the suitability of the Students for enrolment in the relevant Programs, and that this consultation has included reference to any applicable policies of the RTO.

Duty of Care

1. The parties acknowledge and agree that the School Council has a duty of care to the Students.

Supervision of Students

1. The School Council will be responsible for the supervision of the Students enrolled in a Program whilst they are in receipt of the Training. Such supervision includes, but is not limited to:
   1. whilst the Services or Training are being provided at the School Council’s premises;
   2. whilst the Services or Training are being provided at any premises external to the School Council; and
   3. during any travel by the Students organised by the School Council, including but not limited to travel as part of an excursion and travel between premises where the Services or Training are provided, including the RTO's premises.

Child Safe Standards

1. The parties acknowledge and agree that Victorian government schools are committed to:
   1. creating child safe environments;
   2. protecting students from abuse or harm in the school environment, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents or allegations of child abuse in accordance with their legal obligations, including Child Safety Laws.
2. This clause only applies to the extent that the RTO is engaged in Child-connected work.
3. The RTO acknowledges that the School Council and School Staff are required to comply with Child Safety Laws, the Ministerial Order and School Council Child Safety Policies.
4. If the RTO is an Applicable Entity, it warrants to the School Council that it:
   1. is compliant and will continue to comply with Child Safety Laws; and
   2. will immediately provide the School Council with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the RTO.
5. The RTO must:
   1. if applicable (whether or not the RTO must itself comply with Child Safety Laws), comply with any relevant School Council Child Safety Policies; and
   2. comply with any reasonable direction by the School Council in respect to compliance by the School Council, School Staff and/or the RTO with any Child Safety Laws or any relevant School Council Child Safety Policies.
6. The School Council may terminate this Contract immediately if, in the School’s Council’s reasonable opinion, it determines at any time that:
   1. there is a breach of any Child Safety Laws caused by, or in any way connected with, the RTO; or
   2. the RTO is not suitable to engage in Child-connected work for the purposes of the School Council and School Staff's compliance with the Child Safety Laws or relevant School Council Child Safety Policies.

Records and Provision of Information

1. The School must record and monitor the attendances and engagement of the Students and report this back to the RTO.
2. The RTO must notify the School Council as soon as practicable if it forms the view that the Training in any way fails, or is likely to fail, to meet the relevant Training Package requirements or comply with the *Standards for Registered Training Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration* (as applicable).
3. The RTO must provide the School Council with all reports, data or other information that the School Council may request to enable it to adequately assess the performance of the RTO.
4. During the term and for seven years after expiry or termination, the RTO must keep accounts and records of:
   1. all Services supplied under this Contract; and
   2. all associated records including all supporting materials used to generate and substantiate invoices submitted in respect of Services supplied under this Contract.
5. Each party must provide the other party the information specified in Item 13 of the Contract Details.
6. The RTO agrees to the disclosure of this Contract in its entirety to any government school council, and its employees, agents or representatives, at which one or more of the Students are enrolled.
7. The RTO must schedule, participate in and minute regular meetings with the School Council.

Notice of Changes

1. If there is any change to the registration status of the RTO, the RTO must immediately notify the School Council of that change.
2. The RTO must give the School Council reasonable notice if the RTO proposes to change which elective units will be available for a Program.
3. If applicable the School Council must not amend a Student's results for a Program without agreement from the RTO.
4. If the School Council becomes aware that a Student may seek late attainment of a competency, the School Council must notify the RTO.

Access to School Council Premises

1. The School Council must permit the RTO, its employees, agents or representatives access to any premises where the Services are being provided.
2. The RTO must ensure that reasonable notice is given to the School Council or its staff responsible for supervising the Students, before the RTO, its employees, agents or representatives enter the School Council's premises.
3. If the RTO enters the premises of the School Council, the RTO must ensure that its employees, agents and contractors use all reasonable endeavours to:
   1. protect people and property;
   2. prevent nuisance and unnecessary noise and disturbance;
   3. act in a safe and lawful manner and comply with the safety standards and policies of the School Council (as notified to the RTO); and
   4. comply with the *Occupational Health and Safety Act 2004* (Vic) and any applicable regulations made under the Act
4. If the RTO accesses the School Council's premises and/or use the School Council's property (both requiring the School Council's consent) in order to carry out the Services, then, the RTO is responsible for and must promptly repair any damage caused to those items to the extent caused or contributed to by the RTO.

No Parent Payments

1. The RTO must not request any payments from Students or parents for or in relation to the provision of a Program.

Particular Student needs

1. The parties agree that before entering into this Agreement, the School Council disclosed to the RTO the details of any adjustments, measures or other requirements which the RTO must comply with or accommodate (as relevant) in the delivery of the Services in respect of one or more Students for the purpose of compliance with:
   1. the *Disability Standards for Education Act 2005;* and
   2. the Purchasing School's anaphylaxis management policy.

Intellectual Property Rights

1. The RTO warrants that it is entitled to use any Intellectual Property Rights used by it in the provision of the Services and that in performing its obligations under this Contract the RTO will not infringe the Intellectual Property Rights of any person. The RTO will indemnify the School Council against all costs, expenses and liabilities arising out of a breach of this clause.

Compliance with laws and policies

1. The RTO must, in the provision of the Services, comply with all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of the Services.
2. Without limitation to clause 54, the RTO must ensure that, in respect of its employees and contractors and any other persons engaged by it to provide the Services, it:
   1. complies with the provisions of the *Accident Compensation Act 1985 (Vic)*;
   2. insures against its liability to pay compensation whether under legislation or otherwise; and
   3. produces to the School Council on request any certificates or like documentation required by the *Accident Compensation Act 1985 (Vic)*.

First Aid

1. Without limitation to any other clause of this Contract, the parties agree to comply with the First Aid Needs policy set out in the School Policy Advisory Guide.

Confidential Information

1. Neither party may use any confidential information of the other party except as genuinely and necessarily required for the purpose of this Contract and neither party may disclose any confidential information of the party except:
   1. to an employee or agent of that party, on a ‘need to know’ and confidential basis;
   2. as required by law or a court order; or
   3. in accordance with any parliamentary or constitutional convention.

No Occupier's Liability

1. Neither the Department nor the School Council or their respective officers, employees, agents and invitees will be responsible for any damage done to the RTOs property or to that of any of the RTOs officers, employees, agents or sub-contractors or for any personal injury sustained by any of the RTOs officers, employees, agents or sub-contractors occurring on the School Council’s premises as a result of:
   1. the negligence or recklessness of such officer, employee, agent or sub-contractors; or
   2. if such officer, employee, agent or sub-contractor has failed to comply with the occupational health and safety and security policies of the Department or School Council (as notified to the RTO).
2. The RTO unconditionally and irrevocably releases the Department, the School Council and their respective officers, employees, agents and invitees from all such responsibility and agrees to indemnify the Department, the School Council and their respective officers, employees, agents and invitees (Indemnified Party) against any loss that the Indemnified Party may suffer as a result of any third party bringing an action against that Indemnified Party in relation to any such circumstances, except to the extent that such circumstances were caused directly as a result of the Indemnified Party’s negligence.

Insurance

1. The RTO must obtain and maintain insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the RTO is liable in connection with the provision of the Services including professional indemnity and, if applicable, public and products liability insurance.
2. On request, the RTO must provide the School Council with evidence of the currency of any insurance it is required to obtain.

Privacy

1. The RTO agrees that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done or practice engaged in by the RTO under or in connection with this Agreement in the same way and to the same extent as the School Council would have been bound had it been directly done or engaged in by the School Council.

Indemnity

1. The RTO must indemnify the School Council and Department and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure to provide the Services in accordance with this Contract or any other breach of the Contract.

No sub-contracting

1. Except as expressly provided in this Contract, the RTO must not sub-contract to any third person any of its obligations under this Contract without the prior written consent of the School Council, which consent will not be unreasonably withheld.
2. The RTO may seek the School Council's consent to sub-contract by using the form in Schedule 8.
3. The RTO will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under this Contract and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the RTO itself.

Variations

1. Any variation to this Contract must be in writing and signed by the parties.
2. The parties may use the form in Schedule 9 to vary this Contract.

Loss of Student Numbers

1. The Parties acknowledge that each Student may leave a Program at any time.
2. If a Student withdraws from a Program after four weeks (or such other time as the parties may agree) from the Program's commencement date, the School Council will not be eligible for any refund.
3. If a Program is no longer viable to be continued due to the number of Students leaving, the Parties must meet to determine a new course of action, provided that any action must facilitate the Program’s completion without any disadvantage to remaining Students.

Refund for failure to perform

1. Without limiting any other clause of this Contract, or any other remedy the School Council may have, if the RTO fails to perform any of the Services in accordance with this Contract, the School Council will not be required to pay for those Services and may, by notice in writing, require the RTO to refund all Fees previously paid in respect of those Services (together with interest calculated daily at the rate prescribed under *Penalty Interest Rates Act 1983* (Vic) until the amount is refunded by the RTO)

Termination

1. The School Council may terminate this contract:
   1. upon giving written notice to the RTO if the RTO is in breach of this contract and (where the breach is capable of rectification) has not rectified that breach within 14 days of the School Council giving written notice to the RTO requiring rectification of that breach; or
   2. without cause by giving the RTO 90 days' notice in writing.
2. The RTO may terminate this contract upon giving written notice to the School Council if the School Council is in breach of this contract and (where the breach is capable of rectification) has not rectified that breach within 14 days of the RTO giving written notice to the School Council requiring rectification of that breach and provision is made allowing all Students to complete the Program in which they are then enrolled or alternative VET programs of acceptable to the Students; or
3. Any termination of this contract is without prejudice to any accrued rights of the parties as at the date of termination.

Notices

1. Any notices to be issued under this contract must be in writing and be sent to the party’s representative as set out in the Contract Details.

Disputes

1. If any dispute arises under or in connection with this Contract (Dispute) which is not able to be resolved by the School Council and the RTO within 14 days, the nominated senior executive officer (or equivalent) of each of the School Council (on the one hand) and the RTO (on the other hand) will promptly meet and discuss in good faith with a view to resolving such Dispute.
2. If any Dispute is unable to be resolved within 14 days of being referred to the nominated senior executive officers in accordance with clause 77, the parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) in accordance with ACDC's guidelines, before resorting to arbitration or litigation.
3. If the parties fail to settle any Dispute in accordance with clause 78, the parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
4. The parties to a Dispute will continue to perform their respective obligations under this Contract, pending the resolution of a Dispute under clauses 77, 78, and79.

Student complaints and appeals

1. The parties agree that Students may make complaints and appeals through the RTO, using processes which the RTO is required have in accordance with the *Education and Training Reform Act 2006* (Vic) and the *Standards for Registered Training Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration* (as applicable).

Representatives

1. Each party’s representative as named in the Contract Details may exercise all of the powers and functions of his or her party under this Contract other than the power to amend this Contract. Each party may amend their representative by written notice to the other party.

GST

1. Terms used in this clause have the same meanings given to them in the GST Act.
2. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Contract are exclusive of GST.
3. If GST is imposed on any supply made under or in accordance with these Conditions, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made.

General

1. This Contract will be governed by the Laws of Victoria.
2. The parties acknowledge and agree that nothing in this Contract constitutes any relationship of employer and employee, principal and agent, partnership or joint venture between the parties.
3. This Contract contains the entire understanding between the parties as to the subject matter of this Contract.
4. Clauses 12, 13, 16, 36 to 41, 53, 57, 58, 59, 62, 63, 72, 75, and 77 to 80 survive the termination or expiry of this Contract and may be enforced at any time.

Interpretation

1. In these Conditions, unless the context otherwise requires:
   1. 'includes' means includes without limitation;
   2. a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
   3. a reference to a policy of any governmental agency includes that policy as modified or replaced.
2. In these Conditions:

**Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration** means the standards set out by the National Skills Standards Council.

**Contract** means this contract for the provision of the Services comprised of these Conditions, the Contract Details, and the Schedules.

**Conditions** means these conditions for the provision of services.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in any way related to, the School Council, including any information designated by the School Council as confidential, which is disclosed, made available, communicated or delivered to the RTO, but excludes information:

1. which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions;
2. which the RTO can demonstrate was in its possession prior to the date of the Contract;
3. which the RTO can demonstrate was independently developed by the RTO; or
4. which is lawfully obtained by the RTO from another person entitled to disclose such information.

**Contract Details** means the part of this Agreement described as such, usually commencing on page 1 of the Contract.

**Department** means the Crown in right of the State of Victoria represented through the Department of Education and Training and any succeeding authority responsible for the provision of Government school education in the State of Victoria.

**Fees** means a fixed fee payable to the RTO for the provision of the Services as specified in the Contract Details.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Information Privacy Principles** means the information privacy principles set out in the *Privacy and Data Protection Act 2014 (*Vic).

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**International Students** means International Students that are listed in the Contract Details and hold a subclass 571 school sector student visa.

**Law** means the law in force in the State of Victoria and the Commonwealth of Australia, including common law and legislation.

**Overdue Amount** means an amount (or part thereof) that:

1. is not, or is no longer, disputed:
2. is due and owing under a tax invoice properly rendered by the RTO in accordance with these Conditions; and
3. which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

**Program** has the meaning given in theContract Details.

**RTO** means the registered training organisation supplying the Services under this Contract as specified in the Contract Details.

**RTO Personnel** has the meaning given in the Contract Details.

**Schedule** means a schedule to this Contract.

**School Council** has the meaning given in the Contract Details.

**School Personnel** has the meaning given in the Contract Details

**Services** means the services (or any of them) specified in the Contract Details.

**Standards for Registered Training Organisations (RTOs) 2015**has the same meaning given in the *National Vocational Education and Training Regulator Act 2011* (Cth) and refers to those standards as made, modified or replaced from time to time.

**Students** has the meaning given in the Contract Details.

**Tax Invoice** has the same meaning as in the GST Act properly rendered by the Contractor to the School Council in accordance with this Contract.

Auspiced means any party that provides services on behalf of the RTO.

**Training** has the meaning given in the Contract Details.

**VASS** means the Victorian Assessment Software System.

**Victorian Training Guarantee** means the guarantee in section 1.2.2 of the Education and Training Reform Act 2006 to government subsidised training that can be accessed in accordance with that Act and a VET funding contract as defined in s 1.1.3 of that Act.

**VET** means 'vocational education and training', as that term is defined in the *National Vocational Education and Training Regulator Act 2011.* VET courses are undertaken by secondary school students in Victoria as part of their school program.

**Attachment 2 - Terms and Conditions for International Students**

**Student Suitability**

1. The Department’s marketing and student selection responsibilities apply, including the provision of suitable materials and implementation of a documented admissions process under Standards 2 and 3 of the ESOS National Code.

**Duty of Care**

1. The Department’s reporting responsibilities for appropriate accommodation and welfare arrangements apply to International Students under the age of 18 in accordance with Standard 5 of the ESOS National Code.

**Supervision of Students**

1. The RTO must promptly notify the School Council of any unsatisfactory student progress, unsatisfactory student attendance and unsatisfactory course completion within the specified duration in accordance with Standards 9, 10 and 11 of the ESOS National Code.
2. The RTO must provide International Students with access to academic support in accordance with Standards 6 and 10 of the ESOS National Code.

**Student complaints and appeals**

1. The parties agree that any complaints and appeals by International Students must be made through the Department’s complains and appeals process (available at http://www.education.vic.gov.au/school/principals/spag/community/pages/parentcomplaints.aspx as amended from time to time) which may be accessed by International Students and their families pursuant to the Department’s obligations as a CRICOS registered education provider under Standard 8 of the ESOS National Code.

**Interpretation**

1. In these conditions:

**CRICOS** means the Commonwealth Register of Institutions and Course for Overseas Students established under ESOS.

**ESOS** means the *Education Services for Overseas Students Act 2000* (Cth).

**ESOS National Code** means Part D of the ESOS National Code, which specifies the set of

International standards governing the delivery of courses and associated services to international students by Australian education providers registered of CRICOS.

## SCHEDULE 1 Services

## In relation to the Programs the RTO will:

1. provide access to all relevant Training Package documentation to the School Council
2. establish whether each member of the School Personnel has the qualifications and experience required to provide the Training for each relevant Program so as to comply with the *Standards for Registered Training Organisations (RTOs) 2015* (**SRTO's**) or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration* (**AQTF**) (as applicable), and must notify the School Council accordingly before the Program commences.
3. provide advice, guidance and monitoring to ensure that the School Council, the School Personnel and the Training all meet all relevant Training Package requirements and comply with the *SRTO's* or the *AQTF*, (as applicable) on a continuous basis throughout the Term
4. provide professional development and training to school staff where required and provide opportunities for current industry experience relevant to the Training being delivered as required by the RTO to ensure that the Training for each Program meets the *SRTO's* or the *AQTF* (as applicable).
5. conduct audits to monitor the School Council's provision of the Training to the Students, including in accordance with any timelines specified in this Contract
6. provide assistance to the School Council to rectify any non-compliance with the requirements of a Training Package or the *SRTO's* or the *AQTF*, (as applicable), or implement recommendations for improvement at audit
7. process all enrolments and assessments in compliance with the *SRTO's* or the *AQTF*, (as applicable), within two weeks from the date on which they are provided to the RTO
8. maintain a School Council compatible database of enrolment and assessment records, that is sufficient to enter the results on VASS
9. provide assessment record database information to the School Council for uploads into internal system
10. provide either paper-based and/or electronic copies of all necessary enrolment and assessment documentation to the relevant parties. Where applicable, updates of documentation will be forwarded to the School Council to ensure currency.
11. produce and distribute Student qualifications or statements of attainment to the School Council in a timely manner as per Schedule 7

## SCHEDULE 2 Training

The School Council will provide the training and assessment components of each Program to the Students, in accordance with any additional requirements specified in this Schedule 2.

**SCHEDULE 3 Program Details**

Qualification Code and Title:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Unit Code** | **Title of Unit of Competency (UOC)**  NB Give details of any matters agreed under clause 5 against relevant UOC | **Nominal Hours** | **Delivery Site**  RTO  School  TTC | **Scored Assessment** (Yes or No ) | **Number of Enrolments** |
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**For delivery sites other than the School Council’s premises:**

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| --- | --- | --- | --- | --- |
| **Unit Code** | **Site of Delivery** | **Venue Address** | **Contact Person** | **Contact Number** |
|  |  |  |  |  |
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## SCHEDULE 4 **School Personnel (to be completed by the School Council)**

Only the personnel specified in the table below are to perform the education, training, assessment or other specified VET services with enrolled Students of the school.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Trainer/Assessor** | **Role** | **Qualifications and Experience** | **Program being delivered** |
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# SCHEDULE 3

## SCHEDULE 5 **RTO Personnel** **(to be completed by the RTO)**

Only the personnel specified in the table below are to perform the VET Services in relation to enrolled Students of the school.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Employee** | **Role** | **Qualifications and Experience** | **Program being delivered** |
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## SCHEDULE 6 Students Details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Qualification Code and Title** | **Given Name** | **Family Name** | **Victorian Student Number** | **Unique Student Identifier** |
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# SCHEDULE 5

## SCHEDULE 6 (continued) International Student Details (if applicable)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Qualification Code and Title** | **Given Name** | **Family Name** | **Victorian Student Number** | **Unique Student Identifier** |
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## SCHEDULE 7 Reporting Details

|  |  |
| --- | --- |
| **Deliverable** | **Deadlines to align with VCAA and VASS requirements** |
| Enrolment details, (student name, course code, UOCs) to be entered on VASS (Semester 1) | <<Two weeks before the deadline for VET Certificate Enrolments File 2 to be entered on the VASS database for targeted VET funding purposes>> |
| Program Materials and Resources | <<School to negotiate with RTO>> |
| Student Results Semester 1 | <<School to negotiate with RTO>> |
| Mid-Year Student Progress Report | << School to negotiate with RTO>> |
| Students Results Semester 2 | <<Two weeks before deadline for VCAA Results File 5>> |
| Issuing of Statements of Attainment / Certificates | <<School to negotiate with RTO>> |

## SCHEDULE 8 REQUEST BY RTO TO SUB-CONTRACT VET SERVICES

The RTO must complete this section if it requires a sub-contractor to deliver any part of the Services.

Prior to the RTO executing a sub-contract the School Council must agree to the following provision.

Only the specified qualifications and personnel of the RTO specified in the table below are to perform the specified Services with enrolled Students of the school.

School Council Approval

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(School Council or School Council Representative)

Subcontracted RTO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RTO Code:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Refer to RTO registration on [training.gov.au](http://training.gov.au/home/tga))

Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registering Body (select one): ASQA / VRQA

## Services

|  |  |  |  |
| --- | --- | --- | --- |
| **Qualification code and title** | | Site of Delivery | Trainer and Contact Number |
| **Unit code** | **Unit title** |  |  |
|  |  |  |  |

## Staff Details

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Trainer | Role | Qualifications and Experience | Working with Children Check Compliance or VIT Registration Provided |
|  |  |  |  |
|  |  |  |  |

## SCHEDULE 9 Contract Variation Notice

Date:

To: [Insert Name of RTO]

[Insert Address of RTO]

[Insert name of School] hereby confirms that pursuant to clause 67 of the Standard VET Auspiced Contract between [insert name of School] and [insert name of RTO] dated [insert date of contract] the delivery of the Services is varied as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Variation** | **Details** | **School Endorsement** | **RTO Endorsement** |
| Student enrolments Student withdrawals |  |  |  |
| Program Content - competencies |  |  |  |
| Commencement and Completion Dates |  |  |  |
| Delivery Arrangements |  |  |  |
| Fees |  |  |  |
| Changes to Trainers/staff |  |  |  |

Actions required to address variation(s)

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Other Specifications:

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## SCHEDULE 10

## Equipment provided by School Council

[If the parties agree that the School Council will provide any equipment for the purpose of the Services, insert the relevant details below.]