**THIS CONTRACT is -**

**BETWEEN:** School Council of **[Insert name of School]** ABN **[Insert ABN]**, of **[Insert Address]** (“**the School Council**”)

**AND: [Insert name of Contractor]** ABN **[Insert ABN]** of **[Insert address]** ("**the Contractor**")

**RECITALS**

A. The School Council wishes to engage the Contractor to provide the Services.

B. The Contractor has agreed to provide the Services on the terms and conditions of this Contract.

**THE PARTIES AGREE AS FOLLOWS:-**

1. **INTERPRETATION**
   1. In this Contract unless inconsistent with the context or subject matter-

“**Act**” means the *Education and Training Reform Act 2006* (Vic);

“**AQTF**” means Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration;

“**ASQA**” means Australian Skills Quality Authority.

“**Background Intellectual Property**” means Intellectual Property Rights in all curriculum materials, learning resources and assessment materials used in the provision of the Services existing at the Commencement Date;

**Code of Practice** means a code of practice as referred to in section 17 of the IP Act;

"**Commencement Date**" means the date in [Schedule 2](#sch2);

“**Completion Date**” means the date in [Schedule 2](#sch2);

“**Contract**” means this contract, including the Schedules, the Appendices and any annexed documents;

“**Department**” means the Department of Education and Early Childhood Development of the State of Victoria;

“**GST**” means any tax imposed under any GST Law and includes GST within the meaning of the GST Act;

“**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as amended;

“**GST Law**” means the GST Law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST;

“**GST Related Tax Reform**” includes any changes, reductions or abolition of any State, Territory or Commonwealth taxes, excise, fees or imposts including, but not limited to, financial transactions tax, wholesale sales tax, stamp duty, debits tax, associated with the introduction of the GST Law;

"**Home School**" means the school in which a Student is enrolled;

“**Information Privacy Principles**” means the information privacy principles set out in the *Information Privacy Act 2000* (Vic);

“**Intellectual Property Rights**” means all rights in relation to inventions, designs, trademarks, trade names, circuit layouts, confidential information and copyright;

“**IP Act**” means the *Information Privacy Act 2000* (Vic);

“**Managed Individual Pathways**” means the ‘Managed Individual Pathways’ initiative which aims to ensure that all students aged 15 years and over in government schools are provided with an individual career action plan and associated support as a means to making a successful transition through the post compulsory years of education, to further education, training or full-time employment. Additional support is provided to students at risk of disengaging or not making a successful transition to further education, training or secure employment;

“**Parent**” means a parent or legal guardian of a Student;

“**Payment Instalments**” means the amounts set out in Schedule 2, subject to any Service Fee Adjustment;

“**Payment Instalment Dates**”means the dates set out in Schedule 2;

"**Person**" and words importing persons includes bodies corporate;

**“Program”** means one or more VET Certificates delivered by the Contractor on behalf of the School to the Students through the provision of the Services;

“**Results**” means the outcome of annual or other periodic assessments related to the performance or level of competence of students enrolled in a Program;

“**RTO**” has the same meaning as in the Act;

"**Schedule**" means a Schedule to this Contract;

“**School**” means a Government school as defined in section 1.1.3 of theAct;

“**School Council**” means the council of a Government School as defined in section 1.1.3 of the Act;

“**School Council’s Representative**” means the person or officer nominated in clause 14.

“**Senior Secondary Qualification**” means, for the purpose of this Contract, the VCAL or the VCE;

"**Service Fee**" means the total amount set out in [Schedule 2](#sch2);

“**Services**” means the delivery by the Contractor on behalf of a School, of VET Services;

“**Services Commencement Date**”means the first day of the school term due to commence after the Commencement Date;

“**Services Exceeding Registration**”meansany part of the VET Services, which, if provided by the Contractor, would exceed the Contractor's scope of RTO registration (in respect of VET);

“**Specified Personnel**” means the specified personnel in [Schedule 2;](#sch2)

“**Stages of Learning Funding**” means the funding per Student provided to Schools by the Department pursuant to the SRP and as described in clause 6.3;

“**Standard Curriculum Program**” includes core learning and teaching activities associated with the Victorian Essential Learning Standards and senior secondary certificates (VCE and VCAL, including VET programs);

“**Student**” means a student named in Schedule 1;

“**SRP**” means the Student Resource Package funding model for Victorian Government Schools, as outlined in the *Guide to the Student Resource Package* published by the Department each year;

“**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.

“**Term**” means the period commencing on the Commencement Date and ending on the Completion Date.

“**VASS**” means the Victorian Assessment Software System;

“**VASS Enrolment Date**” means the date at which students need to be enrolled on the VASS to be eligible to receive VETiS Targeted Initiative Funding, as outlined in the *Guide to the Student Resource Package* published by the Department each year;

“**VCAA**” means the Victorian Curriculum Assessment Authority;

“**VCAA Authorisation**” means to be authorised by the VCAA to deliver a Senior Secondary Qualification;

“**VCAL**” means the Victoria Certificate of Applied Learning;

“**VCE**” means the Victorian Certificate of Education;

“**VET**” means ‘vocational education and training’, as that term is defined in the Act;

“**VET Services**” means the services components of a Program, as described in [Schedule 1](#sch1) and the VET Responsibility Matrix and, where applicable, includes Services Exceeding Registration;

“**VET Responsibility Matrix**” means the document appended to this Contract as Appendix A;

“**VRQA**” means the Victorian Registration and Qualifications Authority;

“**VRQA Guidelines”** means the VRQA Guidelines for VET Providers.

“**VRQA Registration**” means to be registered by the VRQA to deliver a Senior Secondary Qualification and/or be registered by the VRQA as a Registered Training Organisation (in respect of VET Services);

“**Working with Children Check**” means the process under Part 2 of the *Working with Children Act 2005* (Vic) for assessing or re-assessing whether a person is suitable to work in child-related work.

* 1. A reference to an Act or any section of an Act is a reference to the Act or section as amended from time to time.
  2. Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
  3. Each party includes the successor or successors of that party.
  4. Words denoting the singular include the plural and vice versa.
  5. Words denoting any gender include all genders.
  6. Any marginal notes or headings are included for convenience and do not affect the interpretation of this Contract.
  7. References to clauses are references to clauses of this Contract.
  8. The Schedules, Appendix and other documents (if any) annexed to this Contract form part of this Contract.
  9. In the event of any discrepancy or inconsistency between this Contract, its Schedules, Appendices or other documents (if any) annexed to this Contract or any of them the following order of precedence shall apply to resolve the same:
     1. This document;
     2. The Schedules;
     3. The Appendices;
     4. The annexed documents.

1. **SERVICES TO BE PERFORMED** 
   1. The Contractor must provide and deliver the Services in accordance with this Contract, to the School Council, for the Term.
   2. The enrolment of Students in a Program is at the sole discretion of the School Council.
   3. The Contractor must not confirm the enrolment of any Student in a Program unless the Contractor has first obtained prior approval of the School Council to the enrolment of that Student.
2. **OBLIGATIONS OF CONTRACTOR**
   1. The Contractor must:
      1. provide the Services in a timely manner and in accordance with the terms of this Contract;
      2. be responsible for the care and supervision of the Students whilst they are in receipt of the Services, which care and supervision includes, but is not limited to:
         1. whilst Services are being provided at the premises of a School;
         2. whilst Services are being provided at any premises external to those of a School; and
         3. during any travel by the Students organised by the Contractor, including but not limited to travel as part of an excursion, and travel between premises of the Contractor;
      3. perform the Services with all due care, skill and otherwise in accordance with all applicable professional standards, principles and practices;
      4. maintain the Contractor’s VRQA or ASQA Registration and VCAA Authorisation.
         1. ASQA registered RTOs must comply with the VET Quality Framework. Information can be sourced from the ASQA website at <http://www.asqa.gov.au>;
         2. It is a requirement for VRQA registered training organisations to comply with the AQTF and the VRQA Guidelines;
      5. ensure they remain compliant with Schedule 7 of the Victorian Education and Training Reform Regulations 2007*;*
      6. follow all reasonable instructions of the School Council’s Representative in respect of the performance by the Contractor of its obligations under this Contract;
      7. cooperate with and act in good faith towards the School Council;
      8. comply with all laws in performing this Contract;
      9. provide to the School Council details of other sources and amounts of government funding the Contractor has received or reasonably expects to receive during the Term in relation to the delivery of Services to Students in addition to the Service Fee paid by the School Council to the Contractor under this Contract)
      10. use any facilities provided by the School Council or a school solely for the purposes of this Contract and in accordance with the directions of the School Council’s Representative; and
      11. permit the School Council, its employees, agents or representatives access to any premises where the Services are being provided and to have contact with a Student of the School at any reasonable time during the Term.
   2. The Contractor must:
      1. record and monitor the attendances of the Students in receipt of the Services and the Contractor will promptly notify the School Council's Representative of any non-attendance in accordance with both the Attendance Policy under the School Policy Advisory Guide, and the School Council’s policy on student attendance. The Attendance Policy may be found at:

<http://www.education.vic.gov.au/school/principals/spag/participation/Pages/attendance.aspx> ;

* + 1. provide the Results for the Students in receipt of the Services to the School Council by the due date (as notified by the School Council to the Contractor). The School Council shall then ensure that the Results are entered into VASS;
    2. report to the School Council’s Representative immediately upon becoming aware of any danger to any Student in connection with the Student’s participation in the Program;
    3. if a danger to any Student has been identified, implement or assist in implementing (as the case requires) any arrangements considered necessary by the School Council to remove or alleviate that danger; or remove the student from that danger;
    4. provide information and documentation in the Contractor’s custody or power arising from or relevant to the Services and/or this Contract as may be reasonably requested by the School Council's Representative;
    5. report to the School Council’s Representative on all matters and at such times, and in such manner, as may be reasonably requested by the School Council’s Representative; and
    6. record and monitor the Contractor’s and any other approved provider’s compliance with the VET Responsibility Matrix in such form and at such times as may be reasonably requested by the School Council’s Representative.
  1. The Contractor warrants that:
     1. all its employees engaged in this Contract are qualified and experienced in accordance with the standards of the AQTF;
     2. all persons responsible for or involved in the provision of the Services pursuant to this Contract and required by the *Working with Children Act 2005* (Vic) to undertake a Working with Children Check, have undertaken a Working With Children Check; and
     3. the Contractor complies with its obligations under clauses 3.3(a) and (b) in respect of such replacement persons proposed by the Contractor pursuant to clause 11 of this Contract.
  2. The Contractor must:
     1. obtain the consent of each of the Specified Personnel to deliver a copy of the relevant Working With Children Check to the School Council’s Representative; and
     2. provide a copy of the relevant Working With Children Check of the Contractor and all of the Specified Personnel to the School Council’s Representative.

1. **DAMAGE TO PROPERTY**

If the Contractor, its employees or sub-contractors damage any property or premises of the School Council, or the State of Victoria then the Contractor must promptly make good the damage and pay any compensation required by law.

1. **CONFIDENTIALITY**
   1. Subject to clause 5.2 other than for the purpose of performing its obligations under this Contract:
      1. the Parties must treat as confidential all information which comes into its possession pursuant to or as a result of or in the performance of this Contract; and
      2. a Party must not, without the written permission of the other Party, disclose such information to a third party.
   2. The School Council or the Department may:
      1. publish all such information as is necessary to comply with government policy including the Victorian Government’s Contracts Publishing System;
      2. make available to the Victorian Auditor-General all information that is requested by the Auditor-General; and
      3. make available all information in relation to the Contractor or this Contract as may be required to comply with obligations under the *Freedom of Information Act* 1982 (Vic).
2. **PAYMENTS and PAYMENT TERMS**
   1. Subject to clauses 6.2, 6.3 and 6.4, the School Council must pay the Contractor the Service Fee in consideration of the performance by the Contractor of the Services.
   2. The School Council is not obliged to pay a Payment Instalment unless the Contractor issues a valid tax invoice to the School Council 30 days prior to the Payment Instalment Date.
   3. The Service Fee will be calculated on a per VET Certificate of enrolment basis that is delivered by the Contractor, as specified in Schedule 2, and will be determined by the RTO contract price for the delivery of each VET Certificate of enrolment.
   4. Withdrawal of a Student from a Program, during the Term, will not result in a variation of the Service Fee.
   5. Subject to clause 6.6, the Service Fee is inclusive of all costs and expenses of the Contractor whether foreseen or unforeseen, including without limitation, insurance, duties, imposts and taxes which must be paid by the Contractor.
   6. Subject to clause 6.2, if GST is payable by the Contractor under the GST Law on the Services invoiced to the School Council under this Contract, the GST payable must be paid by the School Council to the Contractor.
   7. Not more than 90% of the Service Fee shall be paid to the Contractor on the Payment Instalment Dates, or on satisfactory completion of the Services or other circumstances set out in Schedule 2.
   8. Subject to receipt of the Results from the Contractor in accordance with clause 3.2(b) a final payment of 10% of the Service Fee must be paid to the Contractor within 30 days of the final invoice. This clause does not limit the School Council's rights to withhold other payments due to the Contractor under this Contract.
   9. This clause does not limit the School Council’s other rights in respect of a breach of this Contract. The Contractor acknowledges that failure to provide all the Student Results by the due date is a breach of this Contract and will cause substantial loss and damage to the School Council.
3. **PARENT PAYMENTS**
   1. The Contractor must not request any payments from Parents for or in relation to the provision of a Program except as permitted by the Department’s Policy entitled ‘Parent Payments in Victorian Government Schools’ (‘the Parent Payment Policy’).
   2. Any request by the Contractor to Parents for payment (**Request for Payment**) must comply with:
      1. the Parent Payments Policy; and
      2. the School Council’s policy on parent payments.
   3. Prior to making a Request for Payment, the Contractor must obtain the prior approval of the School Council with respect to the amount of the payment and the form of the Request for Payment.
   4. For the avoidance of doubt, the Contractor acknowledges that no fees may be charged to parents for the provision of learning and teaching, instructional supports, materials and resources, administration and facilities associated with the provision of a Standard Curriculum Program.
4. **ASSIGNMENT AND SUB CONTRACTING**
   1. The Contractor must not assign this Contract in whole or in part or sub contract the performance of any part of the Contract without the prior written consent of the School Council.
   2. Without limiting the generality of clause 8.1, if the services to be provided under this contract exceed the Contractor's scope of RTO registration, or if for any other reason the Contractor desires to arrange for the provision of some of the services by another provider, the Contractor must obtain the written consent of the School Council prior to engaging another provider.
   3. The School Council will not be under any obligation to grant any consent under clause 8.1.
   4. At or about the time of seeking the School Council's consent under clause 8.2, the Contractor must:

(a) provide the School Council with:

(i) details of those parts of Appendix A listed under "Partner/RTO responsibility" which are to be the responsibility of the other provider;

(ii) details of those parts of Schedule 1 which are to be the responsibility of the other provider, and any other relevant details for Schedule 1 such as the location where the training is to be provided;

(b) provide the School Council with a copy of the proposed contract or other documentation between the Contractor and other provider, and which must contain:

(i) clauses similar to **2, 3, 4, 6.2, 6.4, 9.2, 10, 13, 14, 19, 22, 23, 24, 25 and 26** but which refer to the 'provider' in place of the 'Contractor';

(ii) clause 5.1 but which refer to the 'Contractor and provider' in place of the 'Parties';

(iii) in place of clause 9.3, a clause which states that the Parties agree that 'all intellectual property rights created as a direct result of the provision of the services shall vest in the School Council, and the Parties agree to effect all documents necessary to assign those rights to the School Council';

(iv) a clause which prohibits the other provider from sub-contracting or assigning the delivery or the provision of any part of the services;

(c) ensure that the other provider satisfies any legal requirement to be registered to provide the services;

(d) if requested by the School Council, ensure the School Council is a party (and signatory) to the contract with the other provider in respect of the matters listed in 8.4(b); and

(e) if not requested under 8.4(d) by the School Council to be a party (and signatory) to the contract, ensure that the contract with the other provider contains a clause which states that the Contractor holds the contractual promises in clause 8.4(b) as a trustee for the benefit of the School Council as the beneficiary.

* 1. Despite any consent by the School Council under this clause and the engagement by the Contractor of another provider to provide services:

(a) the Contractor shall continue to be liable for the due performance of all its obligations under this contract, except where the provision of the Services exceeds the Contractor's scope of RTO registration; and

(b) the Contractor shall be responsible for ensuring the performance by another provider meets the standards and obligations owed to the School Council and students under this contract.

* 1. Despite any consent by the School Council under clause 8.1:

(a) the Contractor continues to be liable for the due performance of all its obligations under this Contract; and

(b) the Contractor is responsible for ensuring that the performance of any provider engaged by the Contractor meets the standards and obligations owed to the School Council and Students under this Contract.

1. **INTELLECTUAL PROPERTY AND OWNERSHIP OF WORK**
   1. The ownership of the Background Intellectual Property will remain vested in the owner.
   2. The Contractor warrants that it is entitled to use any Intellectual Property Right used by it in the provision of the Services.
   3. All Intellectual Property Rights created as a direct result of the provisions of the Services shall vest in the School Council.
   4. Subject to clause 22, the School Council grants to the Contractor and every RTO situated in the State of Victoria a non-exclusive, royalty free license to use the Intellectual Property Rights in any curriculum material, learning resources and assessment materials created as a direct result of the provisions of the Services.
2. **CONTRACTOR’S CAPACITY**

Nothing in this Contract constitutes the Contractor as an employee, servant or agent of the School Council nor is the Contractor authorised to incur nor shall the Contractor incur any debt or obligation on behalf of the School Council without the prior written consent of the School Council.

1. **SPECIFIED PERSONNEL**
   1. The Contractor must appoint the Specified Personnel as having responsibility for the Services.
   2. The Contractor must not substitute other personnel for the Specified Personnel without the School Council's written consent. The Contractor may only seek the School Council's written consent after the Contractor has complied with clause 3.4 of this Contract in relation to substitute Specified Personnel proposed by the Contractor.
   3. Wherever any of the Specified Personnel are unable to perform any of the Services, the Contractor shall immediately notify the School Council and arrange for replacement of that person with a person satisfactory to the School Council.
   4. The School Council may at any time by notice in writing to the Contractor require that the Contractor cease to permit any of the Specified Persons to be engaged in carrying out the Services and in such event the Contractor shall as soon as is practicable cease to provide the service of such person or persons and shall provide the services of such replacement or substitute persons as may be acceptable to the School Council.
2. **INDEMNITIES AND INSURANCE**

**Indemnity**

* 1. The Contractor hereby indemnifies the School Council, its employees servants and agents, and the State of Victoria and its employees employed in the Department, against all loss, damage, claims, actions, liability or expenses (including legal costs) suffered as a direct or indirect result of:
     1. a breach of this Contract by the Contractor, including any failure to provide the Services in accordance with this Contract; or
     2. any negligent act or omission of the Contractor or its employees, servants, agents or subcontractors;

except to the extent that the loss, damage, claim, action or expense is caused by the negligence or other wrongful act or omission of the School Council, its employees, servants or agents.

* 1. It is not necessary for the School Council or the State of Victoria to incur expense or make payment before enforcing a right of indemnity conferred by this Contract. If any indemnity payment is made by the Contractor under this clause 12, the Contractor must also pay an additional amount equal to any tax which is payable by the indemnified party in respect of that payment.

**Insurances**

* 1. The Contractor must obtain and maintain for the Term public liability insurance to provide it with at least A$10,000,000 (ten million dollars) cover per event in respect of the Services and shall provide the School Council with evidence of such insurances prior to submitting its first invoice under this Contract and otherwise on request by the School Council and/or the Department (for and on behalf of itself and the School Council).
  2. Any insurance obtained pursuant to this clause 12 must be taken out with an insurer acceptable to the Department and on terms (including any excess) which are acceptable to the Department. In addition, any insurance that the Contractor is required to obtain and maintain under this Contract must be in the joint names of the Contractor and the School Council and include a cross liability clause under which the insurer agrees to waive all rights of subrogation or action against any of the persons named in the relevant insurance policy as the ‘insured’ and for the purpose of which the insurer accepts the term ‘insured’ as applying to each of the persons so named as if a separate policy of insurance had been issued to each of them.

1. **TERMINATION**
   1. This Contract may be terminated:
      1. at any time by written agreement between the parties.
      2. at any time and without notice (except as otherwise stated) by the School Council if the Contractor:
         1. becomes or takes any step towards becoming bankrupt or enters or attempts to enter into any composition, scheme or arrangement with creditors or being a company enters or takes any step towards entry into liquidation whether voluntary or compulsory (save for the purposes of amalgamation or reconstruction) or has a receiver or manager appointed to the whole or any part of its undertaking; or

(ii) undergoes any change in its structure which, in the reasonable opinion of the Department, limits the capacity of the Contractor to provide the Services or otherwise precludes or adversely affects the Contractor’s ability to carry out its obligations and duties under this Contract;

(iii) is in default of any term hereof and such default remains un-remedied after fourteen days' notice in writing specifying the default complained of has been given by School Council to the Contractor; or

(iv) wholly suspends the performance of the Services; or

(v) fails to proceed regularly and diligently with performance of the Services; or

* + - 1. if any servant, agent or employee of the Contractor is, in the School Council's or the Department’s opinion, guilty of misconduct in relation to the performance of the Services.
    1. pursuant to clause 25.
  1. In the event this Contract is terminated by the School Council pursuant to clause 13.1(b), the School Council may employ and pay one or more other persons to carry out and complete the performance of the Services and in so doing may use all or any Background Intellectual Property and all payments made to every other persons for so doing may be deducted from any sum due or to become due to the Contractor or recovered from the Contractor as and by way of damages.
  2. Clauses **5, 9, 12, 13.2, 22, 23, 25.4 and 26** of this Contract survive the termination or expiry of this Agreement or the completion of the Services and may be enforced at any time.

1. **SCHOOL COUNCIL'S REPRESENTATIVE**

The School Council’s Representative is the person for the time being holding the position in clause 28 under the heading “To the School Council”.

1. **GOVERNING LAW AND JURISDICTION**

This Contract is governed by and shall be construed according to the laws of the State of Victoria. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

1. **VARIATIONS**

No addition to or variation of this Contract shall be of any force or effect unless in writing signed by or on behalf of both parties.

1. **WAIVERS**

The waiver by one party of a breach by another party of any provision of this Contract does not operate as a waiver of another or continuing breach by the other party of the same or any other provision of this Contract. No waiver by either party shall be binding upon that party unless in writing.

1. **SEVERABILITY**

If any provision of this Contract is held invalid, unenforceable or illegal for any reason, the remainder of this Contract has full force apart from such provision which shall be deemed deleted.

1. **ACTING ON BEHALF OF SCHOOL COUNCIL**

Any right, duty or power (including the right to issue a notice or give any consent) of the School Council under this Contract may be exercised by the School Council or its executive officer, or the School Council's Representative (or the person for the time holding or acting in that position).

1. **ENTIRE CONTRACT**

This Contract constitutes the entire contract between the parties and supersedes any communications or representations made in connection with the subject matter herein.

1. **CONFLICT OF INTEREST**

The Contractor warrants that, to the best of its knowledge and belief after due inquiry as at the date of this Contract, it has no duties or interests that create or might reasonably be anticipated to create a conflict with its duties and obligations under this Contract.

1. **PRIVACY**
   1. The Contractor acknowledges that the School Council is bound by the provisions of the IP Act.
   2. The Contractor acknowledges and agrees to be bound by the Information Privacy Principles and any applicable Code of Practice (including any applicable Code of Practice attached to this agreement) with respect to any act done, or practice engaged in by the Contractor for the purposes of this Contract in the same way to the same extent as if the act done, or practice engaged in had been directly done or engaged in by the School Council.
   3. Without limiting the generality of subclauses 22.1 and 22.2, in relation to the collection, management, holding, use, quality, accuracy, disclosure or transfer of any information, the Contractor must comply with:

(a) the IP Act;

(b) the Information Privacy Principles as amended from time to time; and

(c) any Code of Practice that applies to the School Council or to which the School Council is required to comply, including any applicable Code of Practice attached to this Contract.

* 1. If:

(a) this Contract authorises or require the Contractor to transfer outside Victoria personal information obtained under this contract, and

(b) Information Privacy Principle 9 is the only means available to transfer that personal information, and

(c) the intended recipient of the personal information resides outside Victoria and is not subject to a law or binding scheme which effectively upholds principles for fair handling of personal information that are substantially similar to the Information Privacy Principles,

the Contractor must ensure that any contract entered by the Contractor with an intended recipient for the purpose of complying with Information Privacy Principle 9 contains the Model Terms for Transborder Data Flows of Personal Information contained in guidelines issued in 2011 by the Office of Victorian Privacy Commissioner, available at: <http://www.privacy.vic.gov.au/domino/privacyvic/web2.nsf/files/guidelines-to-the-information-privacy-principles/$file/guideline_11_11.pdf>

as amended from time to time.

* 1. Clause 22.4 does not apply to any health information within the meaning of the *Health Records Act 2001* (Vic).

1. **AUDIT OF AND OTHER ACCESS TO CONTRACTOR’S RECORDS**
   1. The Contractor must permit an accountant or auditor on behalf of the School Council from time to time during ordinary business hours and upon reasonable notice, to inspect and verify all records maintained by the Contractor for the purposes of this Contract. The Contractor, its servants, agents and subcontractors must give all reasonable assistance to any person authorised to undertake such audit or inspection. Any information provided, or to which an accountant or auditor has access under this clause, shall be treated as confidential information and shall not be used other than for the purposes of this Contract or disclosed other than as permitted under clause 5, required at law or to meet any requirements of the Parliament of Victoria.
   2. The confidentiality obligations of the parties under this clause shall not extend to:

(a) Information already in the public domain other than due to a breach of this Contract;

(b) information reasonably required in order to publish appropriate and comprehensive performance data relating to the Services under this Contract.

1. **ETHICAL EMPLOYMENT**
   1. This clause only applies if the Service Fee is in excess of $100,000 (including GST).

**Definitions**

* 1. For the purpose of this clause, the following definitions apply.

**Applicable Industrial Instruments and Legislation** means all Applicable Industrial Instruments and all Applicable Legislation.

**Applicable Industrial Instrument** means an industrial instrument (award or enterprise agreement) that specifically applies to the employees of the Contractor and is binding on it.

**Applicable Legislation** means:

* *Federal Awards (Uniform System) Act 2003* (Vic)
* *Outworkers (Improved Protection) Act 2003* (Vic)
* *Dangerous Goods Act 1985* (Vic)
* *Equipment (Public Safety) Act 1994* (Vic)
* *Occupational Health and Safety Act 1985* (Vic)
* *Fair Work Act 2009* (Commonwealth)
* *Long Service Leave Act 1992* (Vic)
* similar Acts in States and Territories other than Victoria
* any other legislation designated as Applicable Legislation under the Ethical Purchasing Policy from time to time published by the Victorian Government Purchasing Board on their website.

**Assessment** means an assessment by the School Council pursuant to the Ethical Purchasing Policy that, in the opinion of the School Council, the Contractor does not satisfy the Ethical Employment Standard.

**Award** means any award of the Australian Industrial Relations Commission or any tribunal empowered to make industrial awards for Victorian employees or employees in any other State or Territory.

**Enterprise Agreement** means any certified agreement of the Australian Industrial Relations Commission or State industrial authority.

**Ethical Employment Standard** is the requirement for persons that supply or propose to supply goods and services to the Victorian Government to demonstrate to the reasonable satisfaction of the government buyer, and in accordance with the requirements of the Ethical Purchasing Policy, that the relevant contracting or tendering entity meets its obligations to its employees under Applicable Industrial Instruments and Legislation at the time a contract is awarded and continues to meet such obligations during the term of that contract.

**Ethical Employment Reference Register** has the meaning attributed to it in the Ethical Purchasing Policy.

**Ethical Employment Statement** has the meaning attributed to it in the Ethical Purchasing Policy.

**Ethical Purchasing Policy** means the Victorian Government's Ethical Purchasing Policy supporting fair and safe workplaces, which is published on the Victorian Government Purchasing Board web site.

**Law** means the law in force in the jurisdiction in which the obligations under this Contract are to be performed including without limitation, common or customary law, equity, judgment, legislation, orders, regulations, statutes, by-law, ordinances or other legislative or regulatory measures and includes any amendment, modification or re-enactment of them.

**Contractor to satisfy the Ethical Employment Standard**

* 1. Without limiting or derogating from the Contractor’s obligation to comply with any Law, the Contractor must satisfy the Ethical Employment Standard at all times during the Term.

**Satisfaction of the Ethical Employment Standard**

* 1. The School Council may make an assessment if, at any time during the Term a court, tribunal, commission or board:

(a) makes a finding of a serious breach of an Applicable Industrial Instrument against the Contractor or convicts the Contractor of a serious offence under Applicable Legislation; or

(b) makes a finding of a breach of an Applicable Industrial Instrument against the Contractor or convicts the Contractor of an offence under Applicable Legislation that is part of a pattern of repeated or ongoing breaches or offences.

1. **TERMINATION FOR FAILURE TO SATISFY ETHICAL EMPLOYMENT STANDARD**

**Ethical Employment Standard Not Satisfied**

* 1. If at any time during the term of the Contract, the School Council notifies the Contractor in writing that it has made an Assessment pursuant to clause 24.4, the Contractor must, within 14 days of receipt of such notice, or such longer period agreed by the School Council, provide a statutory declaration from a partner, director or company secretary of the Contractor setting out:
     1. any additional information which in the opinion of the Contractor is relevant to the Assessment, including the Contractor's grounds for any objection to the Assessment;
     2. details of any information on which the Assessment is based which in the opinion of the Contractor is incorrect, incomplete or otherwise unfairly prejudicial to the Contractor;
     3. any existing or planned remedial measures which the Contractor has taken or will be taking to prevent a breach or offence similar to the breach or offence on which the Assessment is based from recurring.
  2. Following the receipt of the statutory declaration or expiration of the period described in 25.1, whichever comes first, the School Council may, in its discretion, do one or all of the following:
     1. request the Contractor show cause as to why this Contract should not be suspended or terminated with effect from 14 days; and/or
     2. suspend the operation of this Contract for a specified period of up to 6 months with 14 days’ notice; and/or
     3. terminate this Contract with 14 days’ notice.
  3. In exercising its discretion under 25.2, the School Council will take into consideration:
     1. whether the Contractor has taken or will take measures which, in the reasonable opinion of the School Council, are commensurate with the breach or the offence on which the Assessment is based and can be reasonably expected to prevent such breach or offence from recurring; or
     2. whether the School Council is otherwise satisfied that the Contractor has shown good cause why the Contract should not be suspended or terminated,

The remedies under this clause are in addition to and do not limit any other rights or remedies of the School Council under this Contract or otherwise at law.

**Ethical Employment Reference Register**

* 1. If this Contract is terminated pursuant to this clause, the Contractor's name and details (including its Australian Business Number) will be included in the Ethical Employment Reference Register for a period of 24 months from the date termination takes effect.
  2. Victorian Government departments will access the Ethical Employment Reference Register for the purpose of applying the Ethical Purchasing Policy.
  3. Inclusion of any details in the Ethical Employment Reference Register will not be used to determine whether the Contractor meets the Ethical Employment Standard or to exclude the Contractor from participation in other Tender Processes.

1. **DISPUTE RESOLUTION**
   1. A Party claiming that a dispute or disagreement has arisen under this Contract may give the other Party a dispute notice (“Dispute Notice”).
   2. A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.
   3. Within 14 days of the date of issue of the Dispute Notice, the Parties must enter into good faith discussions in an attempt to resolve the dispute.
   4. If the Parties have not resolved the dispute within 20 Business Days of the date of issue of the Dispute Notice, 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 having recourse to expert determination or litigation.
   5. The Parties will continue to perform their respective obligations under this contract pending the resolution of a dispute under this clause 25.
2. **LEGAL COSTS**
   1. Except as expressly stated otherwise in this Contract, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Contract.
3. **NOTICES**
   1. Any notice given or served by one party upon the other party pursuant to this Contract must be in writing and may be given by facsimile transmission, certified mail or hand to that party at the address or addressed to the address, as the case may be, set out hereunder or by hand personally to any person named hereunder as a recipient for such party.

To the Contractor

...................................... (insert name)

...................................... (insert position)

Insert name and address of contractor

if different to details on first page)

Facsimile Number (03) ......................

To the School Council

.................................... (insert name)

.................................... (insert position)

(Insert name and postal address of the School if different to details on first page )

Facsimile Number (03) ...................

* 1. Where notice of a new address, new registered office address or new facsimile transmission telephone number has been given by notice by one party to the other party the same shall for all purposes be deemed to have been substituted for the previous address, registered office address or facsimile transmission telephone number as the case may be of the party giving such notice as and from the date of service of such notice and service of any notice thereafter by a party having received such notice shall be made as if such substitution appeared herein in lieu of the words and/or figures for which the same was substituted.

**Executed as a contract.**

THE COMMON SEAL of [insert school name] School Council

was affixed by order of the Council and in the presence

of the President of the School Council )

or its Authorised Appointed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature of President of School Council) (print name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature of Authorised Appointee ) (print name)

THE COMMON SEAL of the [insert contractor name]

was hereunto affixed on the

..........day of .......................201…. )

in accordance with its Articles of Association )

in the presence of:

)

............................................Director

(***or amend as appropriate***)

..........................................Secretary

**SCHEDULE 1 - VET SERVICES**

(To be completed)

VET SERVICES TO BE PROVIDED BY THE REGISTERED TRAINING ORGANISATION (RTO)

**Details of VET services:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Qualification title and code** | **RTO contract price per FTE1 Certificate enrolment** | **Unit of competency title and code** | **Number of FTE enrolments** | **Nominal Hours of training provided per Certificate** | **\*RTO responsible for delivery**  **(insert name)** | **Premises of delivery** |
|  |  |  |  |  |  |  |
| Eg Certificate III in Hospitality | Eg $1267 | Eg 1 | 30 | 220 | RTO name | East Melbourne |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Eg Certificate II in Retail | Eg $997 | 1 | 15 | 180 | RTO name | Carlton |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

1. **FTE = Full time Equivalent Enrolment= greater than or equal to 180 hours of enrolment in any one VET certificate per student.**

**Details of Students:**

|  |  |  |
| --- | --- | --- |
| **Given Name** | **Family Name** | **Student Number** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Locations where the training is to be provided (including address and telephone number):

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |

(Schedule 1 ends here)

**SCHEDULE 2**

**Total Service Fee [$ amount to be inserted]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Qualification title and code** | **RTO contract price per FTE Certificate enrolment** | **Number of FTE enrolments** | **Total Fee per VET Certificate** |
| Eg Certificate III in Hospitality | Eg $1267 | Eg 30 | $38,010 |
| Eg Certificate II in Retail | Eg $997 | Eg 15 | $14,995 |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **TOTAL** | | | **Total Service Fee** |

**Payment Instalments and Payment Instalment Dates**

|  |  |
| --- | --- |
| **Payment Instalment** | **Payment Instalment Date** |
| **[25*% of Total Service Fee (insert $ here)*]** | **[*insert payment date – 5 working days after start of each school term*]** |
| **[25*% of Total Service Fee (insert $ here)*]** | **[*insert payment date – 5 working days after start of each school term*]** |
| **[25*% of Total Service Fee (insert $ here)*]** | **[*insert payment date – 5 working days after start of each school term*]** |
| **[15*% of Total Service Fee (insert $ here)*]** | **[*insert payment date – 5 working days after start of each school term*]** |
| **[10% *of Total Service Fee - Final Payment (insert $ here)*]** | **[*insert payment date – within 30 days after receipt of final invoice. Not payable prior to submission of final student results*]** |

**Commencement Date:** **[date to be inserted]**

**Completion Date:** **[end of calendar year to be inserted]**

**For VET services – list here any Specified Personnel:**



(Schedule 2 ends here)

VET RESPONSIBILITY MATRIX

All VRQA Registered Training Organisations (RTOs) must comply with the Australian Quality Training Framework Essential Conditions and Standards for Registration (AQTF) and the VRQA Guidelines for VET Providers (VRQA Guidelines). Where an RTO delivers training and assessment services under its scope of registration in partnership with another organisation, the RTO is responsible) for ensuring the training and assessment services delivered comply with all aspects of the AQTF. VRQA registered RTOs must also ensure that these services comply with the VRQA Guidelines. Such arrangements need to be underpinned by a clearly articulated agreement that sets out the roles and responsibilities of each party. The level of documentation should be appropriate to the level of complexity of the arrangements and the level of risk to the quality of training outcomes for clients. ASQA RTOs should reference the VET Quality Framework at <http://www.asqa.gov.au>

References to a *partner* or *partnership* in this matrix means the education provider or relationship between the school and the education provider under the VET contract, and does not mean a partner or partnership as defined in the Partnership Act 1958 or at common law.

# Instructions for use

This matrix is intended to be used as a template for documenting the roles and responsibilities of the organisations that are party to this contract entitled *Standard VET Contract*.

***Requirements****:* This column gives a general overview of the areas to be considered and some suggestions of the specific arrangements to be documented. Refer to the *AQTF Essential Conditions and Standards for Continuing Registration* and *Users’ Guide to the Essential Conditions and Standards for Continuing Registration* *[[1]](#footnote-1)* for more detailed information. The VRQA Guidelines can be accessed from <http://www.vrqa.vic.gov.au/registration/Pages/vetdefault.aspx>

***Home School Responsibility, Contractor Responsibility. Where the Contractor engages an Additional Provider those responsibilities of the Contractor which will be subcontracted to the Additional Provider must be specified in column 3.*** Thesecolumns need to be completed to document the particular arrangements negotiated between the two/three organisations. ***Note:*** *where there is no Additional Provider, this column does not need to be filled out.*

| Requirements | ***Home School*  Responsibility** | ***Contractor* Responsibility** | ***Responsibility subcontracted to Additional Provider*** |
| --- | --- | --- | --- |
| Staff Competency |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 1.4)**  Training and assessment are conducted by trainers and assessors who:   * 1. have the necessary training and assessment competencies as determined by the National Skills Standards Council (NSSC) or its successors   2. have the relevant vocational competencies at least to the level being delivered or assessed, and   3. can demonstrate current industry skills directly relevant to the training/assessment being undertaken, and   4. continue to develop their VET knowledge and skills as well as their industry currency and trainer/assessor competence.   **\*The current NQC (now called NSSC) policy is as follows:**   * + - Trainers must hold the Certificate IV in Training and Assessment (TAE40110) from the TAE10 Training and Education Training Package, or be able to demonstrate equivalent competencies; or be able to work under direct supervision of a person who has the competencies specified above.     - Assessors must hold the following three competencies from the Training and Assessment Training Package (TAE10):  1. TAEASS401A Plan and organise assessment 2. TAEASS402A Assess competence 3. TAEASS403A Participate in assessment validation   or be able to demonstrate equivalent competencies to all three units of competency listed  ***Responsibility Matrix to include the following:***   * *List the relevant policies and procedures to be used* * *Identify whether the policies and procedures are the Home School, Contractor or the Additional Provider’s documents* * *Identify who will be responsible for checking staff qualifications and experience, and* * *Identify the process of notifying each party of staff changes.* |  |  |  |
| RTO Staff Working with Children Checks |  |  |  |
| Verify that all RTO staff involved in the delivery and assessment of training to school students comply with the Working With Children Act 2005 by having attained:   * Victorian Institute of Teaching (VIT) registration; or * Victorian Institute of Teaching (VIT) Permission to Teach; or * Comply with Working with Children Legislation requirements prior to commencing training and assessment. | Home School Principal to ensure that the requirements are fully met. | Contractor to provide to the school: RTO staff details of VIT registration, or conduct and provide details of Working With Children checks required by the legislation for all staff involved in assessment and delivery of the services. |  |
| Student Information and Induction |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 2.3)**  The RTO has a process and mechanism to provide all clients information about the training, assessment and support services to be provided, and about their rights and obligations, prior to enrolment or entering into an agreement.  This may include details of:   * selection, enrolment and induction information * course information, including content and vocational outcomes * equipment fees and charges * support services * flexible learning and assessment, if applicable * welfare and guidance services * appeals, complaints and grievance procedures * disciplinary procedures * staff responsible for access and equity, and * Student Code of Conduct while attending the Lead RTO.   ***Responsibility Matrix to include the following:***   * *Identify which organisation will provide the information and when* * *Identify the relevant policies and procedures to be followed* * *Identify whether the policies and procedures are the Home School, Contractor or the Additional Provider’s documents* * *If induction is not provided by**the Lead RTO, identify if the Lead RTO will be required to review material, by whom and when, and* * *Identify the procedures for the school to notify the parent/guardian regarding the student’s travel arrangements and the level of student supervision whilst attending any external providers.* |  |  |  |
| Recognition of Qualifications and Statements of Attainment Issued by other RTOs |  |  |  |
| **AQTF Requirement (Refer to Condition 7 of Reg’n)**  The RTO must recognise the AQF Qualifications and Statements of Attainment issued by any other RTO. | The school must request evidence of learner files/enrolment forms/outcomes data that verify that recognition of qualifications issued by other RTOs has been granted. | The RTO must ensure that potential learners are made aware of opportunities for recognition of AQF qualifications and statements of Attainment issued by other RTOs.  National recognition should be clearly distinguished from credit transfer and RPL.  The RTO must have a process in place so that this recognition occurs before the commencement of the learning program.  Students should not be charged fees for this recognition |  |
| Student Records Management |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 2.6)**  Students have timely access to current and accurate records of their participation and progress.  **The Contractor must ensure that any Additional Provider approved under this contract provides student Results to the Contractor to pass on to the Home School for entry onto the VASS database in sufficient time to meet the requirements of the VCAA.** | Schools request records of student attendance, assessments, and results from contractors in a timely manner for reporting on the VASS. | Students are informed about how to gain access to their records.  Records of students’ participation and progress through their training program including results are systematically collected recorded and stored.  Records of attendance and results are provided to the school in timely manner consistent with the requirements in this contract for the provision of services. |  |
| Training and Assessment Strategies |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 1.2)**  Training and assessment strategies meet the requirements of the relevant Training Package or accredited course and are developed in consultation with industry stakeholders.  ***Responsibility Matrix to include the following:***   * *Identify the process for developing the Learning and Assessment Strategies for each qualification delivered* * *Participation of the Home School, the Contractor and the Additional Provider should be clearly identified* * *Identify whose responsibility and the process for consulting with Industry/Enterprises to ensure the Assessment Strategies are consistent with Industry/Enterprise requirements* * *Identify quality assurance mechanisms* * *Ensure that each of the following are consistent with the qualification requirements and adequate to deliver a quality educational experience for students:* * *Staff* * *Facilities* * *Equipment* * *Training Materials* * *Assessment Materials* * *Identify which items the Home School, the Contractor and the Additional Provider (as a subcontractor) will be responsible for providing and assuring* * *Identify relevant policies and procedures to be followed* * *Specify process for version control of learning and assessment materials* * *Where an Apprenticeship/Traineeship Training Contract is in place, identify the responsibility for developing, documenting, implementing and monitoring individual Training Plans, and* * *Specify the forms to be used.* |  |  |  |
| Assessment Strategies |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 1.5)**  Assessment, including Recognition of Prior Learning,   1. meets the requirements of the relevant Training Package or accredited course 2. is conducted in accordance with the principles of assessment and the rules of evidence 3. meets workplace and, where relevant, regulatory requirements. 4. Is systematically validated   ***Responsibility Matrix to include the following:***   * *Identify graded assessment requirements as negotiated with the Home School* * *Identify relevant policies and procedures to be followed* * *Identify who is responsible for preparing the assessment materials* * *Identify validation processes for assessment strategies including:* * *reviewing, comparing and evaluating the assessment processes, tools and evidence contributing to judgements made by a range of assessors against the same competency standards at least annually; and* * *documenting actions taken to improve the quality and consistency of assessment.* * *Identify the staff from the Home School, the Contractor and the Additional Provider who will be involved in the validation* * *Identify when the validation activities will occur* * *Specify the procedures for management of assessment materials.* | School to request validation and moderation schedule. |  |  |
| Management and Communication |  |  |  |
| **AQTF Requirement (Refer to AQTF Standard 3.2 and 3.3).**  The RTO has a defined strategy for the implementation of a systematic continuous improvement approach to the management of operations and monitors training and/or assessment services provided on its behalf to ensure that they comply with all aspects of the AQTF Essential Conditions and Standards for Continuing Registration.  ***Responsibility Matrix to include the following:***   * *Identify the requirements for the Quality Assurance Processes, including frequency of visits, reviews or audits, and* * *Identify the accountability for structured workplace learning management and record keeping.* |  |  |  |
| Marketing and Advertising |  |  |  |
| **AQTF Requirement (Refer to Condition 8 of Reg’n)**  The RTO must ensure that its marketing and advertising of AQF qualifications to prospective clients is ethical, accurate and consistent with its scope of registration. The Nationally Recognised Training (NRT) logo must be employed only in accordance with its conditions of use.  ***Responsibility Matrix to include the following:***   * *Identify the responsibilities for developing and approving marketing and advertising material* * *Identify the relevant policies and procedures, and* * *Identify who has responsibility for approving advertising and marketing material.* |  |  |  |
| Insurance Cover |  |  |  |
| **AQTF Requirement (Refer to Condition 4 of Reg’n)**  The RTO must hold insurance for public liability throughout its registration period.  ***Responsibility Matrix to include the following:***   * *Identify the responsibilities for ensuring adequate and appropriate insurance cover is maintained.* |  |  |  |
| Issuing AQF Qualifications and Statements of Attainment |  |  |  |
| **AQTF Requirement (Refer to Condition 6 of Reg’n)**  The RTO issues to persons whom it has assessed as competent in accordance with the requirements of the Training Package or accredited course, a qualification or statement of attainment (as appropriate) that:   * meets the Australian Qualifications Framework (AQF) requirements by following the NSSC policy: Application of the AQF Qualifications Issuance Policy within the VET Sector - March 2013, and any subsequent NSSC updates to this policy * identifies the RTO by its national provider number from the training.gov.au website * includes the Nationally Recognised Training (NRT) logo in accordance with the current conditions of service.   The RTO will maintain registers of:   * all VET qualifications and * all statements of attainment they issue to graduates   ***Responsibility Matrix to include the following:***   * *Identify the responsibility for issuing AQF qualifications and Statements of Attainment* * *Identify the relevant timelines, and* * *Identify the process for distributing to students.* |  |  | ***NB: The Lead RTO will ALWAYS be responsible for issuing AQF qualifications and Statements of Attainment*** |
| Student Welfare |  |  |  |
| Detail arrangements between the school and the contracted provider to meet the school’s student welfare responsibilities, including contact with students, particularly where they may be with the contracted provider for an extended period.  ***Responsibility Matrix to include the following:***   * *The responsibilities of the school and contracted provider in respect of each of the arrangements.* |  |  |  |

1. Documents available- <http://www.nssc.natese.gov.au/vet_standards/standards_for_rtos> [↑](#footnote-ref-1)