

# Standard VET Auspicing Contract Government Schools

## Contract Details

The Services must be supplied by the RTO to the School 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.

<b>Item 1</b>	<b>School</b>	<p>School name: Roxburgh College</p> <p>School address: Thomas Brunton Parade Roxburgh Park</p> <p>School registration number: 8407</p> <p>School ABN: 21 939 490 732</p>
<b>Item 2</b>	<b>School Representative</b>	<p>Principal name: Fernando Ianni</p> <p>Position: Principal</p> <p>Care Of: Roxburgh College</p> <p>Auspice Contact name: Neil Laws</p> <p>Position: Assistant Principal</p>
<b>Item 3</b>	<b>RTO</b>	<p>Access Australia Group Limited</p> <p>trading as Access Skills Training (AST)</p> <p>TOID: 4603</p> <p>18-20 St. Andrews Avenue, Bendigo VIC 3550</p> <p>03 5445 9880</p>
<b>Item 4</b>	<b>RTO Representative</b>	<p>Ms Elizabeth March</p> <p>Chief Executive Officer</p> <p>Access Australia Group</p> <p>trading as Access Skills Training</p> <p>18 - 20 St Andrews Avenue, Bendigo VIC 3550</p> <p>03 5445 9880</p> <p>Care Of:</p> <p>Paul James</p> <p>RTO Manager</p>
<b>Item 5</b>	<b>Terms</b>	<p>This Contract starts on Monday 4<sup>th</sup> January 2021</p> <p>This contract ends Friday 31<sup>st</sup> December 2021</p>

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Item 6	<b>Fees</b>	<p>2021 Fees</p> <p>Total Fee (including GST) payable 30 days from date on invoice.</p> <p>The cost for each student undertaking any qualification on the Access Skills Training (AST) scope of registration per year is listed below:</p> <p>\$230 for all VET programs</p> <p>Note: Where AST has a Contract with a school auspicing a VET Program, this is known as the 'home school'. Students completing their VET program as part of a cluster arrangement with a home school are defined as 'non home school' students.</p> <p>This is an auspice cost; direct delivery costs are borne by the school.</p> <p>Additional costs are incurred for:</p> <p>AST hard-copy or electronic assessment resources: \$10.00 – \$17.00 (depending on program) per student per enrolled UOC, this is a 12-month licencing fee.</p> <p>Direct delivery of units including Construction Induction Card (CIC), First Aid and RSA. Costs for delivery by AST are available on a fee for service basis.</p> <p>Auspice of First Aid, CIC or Scaffolding by school-based staff is not a preferred arrangement due to the continued complexity of maintenance of vocational competence of training staff in these specialist areas.</p> <p>Where schools outsource First Aid, CIC, Scaffolding or other high-risk licensed programs, AST will apply appropriate credit transfer for no fee, on the receipt of a certified Statement of Attainment from the outsourced RTO.</p>
	<b>Item 7 Services</b>	See Schedule 1
	<b>Item 8 Additional Training Requirements</b>	See Schedule 2
	<b>Item 9 Program details</b>	See Schedule 3
	<b>Item 10 School Personnel</b>	See Schedule 4
	<b>Item 11 RTO Personnel</b>	See Schedule 5
	<b>Item 12 Reporting details</b>	See Schedule 6

This Contract is to be used when the school trains and assesses its own VET students under a third party (auspiced) arrangement with an RTO. The RTO monitors the services delivered on its behalf, and issues the statement of attainment or certificate, accordingly.

<b>Item 13</b>	<b>Contract variation notice</b>	See Schedule 7
		<p>14.1 The school representative is responsible for accessing the VCE VET Program Booklets on the VCAA website and to become familiar with its contents, in particular the packaging rules and rules governing the VCE Sequence Units 1-4. Link below: <a href="http://www.vcaa.vic.edu.au/Pages/vet/programs/index.aspx">http://www.vcaa.vic.edu.au/Pages/vet/programs/index.aspx</a></p> <p>The school representative is also responsible for accessing relevant Accredited Curriculum, Training Packages, individual units of competency and related implementation guides. Links below: Training Packages <a href="http://training.gov.au/">http://training.gov.au/</a> Curriculum <a href="http://www.education.vic.gov.au/training/providers/rto/Pages/courses.aspx">http://www.education.vic.gov.au/training/providers/rto/Pages/courses.aspx</a></p> <p>14.2 The school representative shall ensure that the VET Standards compliance documents provided by AST are completed and returned within the agreed time frame. The documentation requirements including proposed dates for completion are outlined in the 2021 Documentation Summaries and in Schedule 6 of this contract.</p> <p>All student enrolments need to be finalised (accurately completed and signed by all parties) prior to participation in VET auspicing programs.</p>
<b>Item 14</b>	<b>Contractor addendum</b>	<p>School representatives will only access current year templates on the AST school portal.</p> <p>For student withdrawals, the school shall complete the proforma located on the AST school portal no later than 4 weeks following the withdrawal of a student.</p> <p>Refunds will only be provided where a student has enrolled and never attended class or reviewed on a case by case basis.</p> <p>14.3 AST will provide a list of endorsed training and assessment resource suppliers on the AST Portal.</p> <p>14.4 School representatives ensure that students have access to a copy of the unit of competency descriptor and assessment requirements.</p> <p>14.5 School representatives shall ensure that Vocational Training programs are undertaken in a manner consistent with administrative requirements within the VCE and VCAL Administrative Handbook 2021.</p> <p>14.6 AST will provide timely advice to senior school staff on potential or actual issues of non-compliance with RTO systems.</p> <p>14.7 The school representative will commit to providing appropriate professional development for trainers, which may include participation in Scored</p>

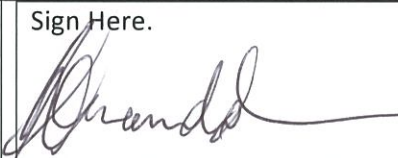

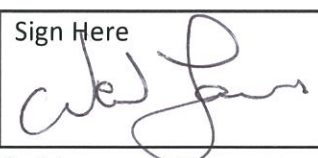

This Contract is to be used when the school trains and assesses its own VET students under a third party (auspiced) arrangement with an RTO. The RTO monitors the services delivered on its behalf, and issues the statement of attainment or certificate, accordingly.

- Assessment briefings, industry release to maintain Vocational competence and maintenance of training qualifications. Staff will also be required to participate in industry consultation activities and activities relating to validation and moderation of assessment processes.
- 14.8 The school will commit to release of key staff to attend the AST Forum.
- 14.9 School representatives delivering a qualification that is associated with additional licensing requirements must make themselves familiar with VCAA Program Booklet. e.g. Scientific Procedures Premises License related to Agriculture delivery.
- 14.10 Students are made aware that training and assessment is provided by AST, not by the school.
- 14.11 AST School Support Officers will contact school-based trainers during the teaching year. An AST compliance risk-based assessment approach will determine the number of school site visits. The purpose of the contact is to support trainers to meet Standards for RTO's 2015 and VCAA obligations to ensure appropriate standards of training occur, and to ensure VCAL and VET coordinators are supported.
- 14.12 AST team will maintain regular phone and email contact and support as necessary.
- 14.13 AST will provide regular communication briefings to all schools, noting that preferred method of advice will be through the AST school portal.
- 14.14 Schools will maintain evidence of student assessment for a period of 1 year from completion of a program. This should be available to the RTO for audit purposes given appropriate notice. School representatives will provide sampled student assessment as per the RTO's approved sampling method.
- 14.15 Where there is a cluster arrangement it is acknowledged that the contract holder is the home school and has the primary responsibility for training and delivery. The RTO will invoice and liaise with the home school.
- 14.16 Schools must submit all course promotional material to AST prior to distribution for approval, where upon AST will allocate the company logo to the submitted documents. The schools cannot advertise any VET course in their own name
- 14.17 School representatives are to ensure that students are aware that AST is the issuing RTO for their qualification and not the school.
- 14.18 School representatives will provide results to the RTO within the timeframe advised – this supports the RTO's obligation to provide Statements of Attainment or accredited Certificate testamurs within 30 days of completion of the course. Testamurs or Statement of attainments can only be provided when verified Unique Student Identifiers (USI's) have been provided to AST

within the specified timeframe. Qualification and/or Statement of Attainment are therefore issued in AST name, the delivering school.

- 14.19 School representatives agree to support AST by providing testimonials, photos etc for marketing to Facebook and AST website with appropriate consent form actioned.
- 14.20 School representatives will advise AST of potential new trainers prior to delivery and submit all required documentation for approval.
- 14.21 AST will invoice schools based on Portal enrolments that have been submitted. Invoicing will commence during the period from Mid-March to Mid-June. Any students who have enrolled with AST but not attended class should be notified to AST as soon as possible.
- 14.22 AST Assessment resources are available for some (not all) qualifications and will attract an annual Licence fee. Refer to the AST Portal for detailed pricing and materials available.
- 14.23 Failure to submit all Initial Documentation by 31<sup>st</sup> December 2020, will result in notice being provided that auspicing of the program will not commence until all documentation is received.

Executed as an agreement

Signed by the School		Signed by the RTO	
<b>School Authorised Signatory</b>	Sign Here. 	<b>RTO Authorised Signatory</b>	
Print Name	Fernando Ianni	Print Name	Ms Elizabeth March
Position	Principal	Position	Chief Executive Officer
<b>In the presence of:</b>		<b>In the presence of:</b>	
<b>Witness Signature</b>	Sign Here 	<b>Witness Signature</b>	
Print Name	Neil Laws	Print Name	Paul James
Position	Assistant Principal	Position	RTO Manager
<b>Date:</b>	12/02/2021	<b>Date:</b>	Click or tap to enter a date.

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### Attachment 1 – Terms and Conditions

#### Provision of the Services

1. The RTO must provide the Services to the School in accordance with this Contract and must:
  - 1.1. provide the Services in accordance with the *Standards for Registered Training Organisations (RTOs) 2015*.
  - 1.2. 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;
  - 1.3. ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
  - 1.4. act in good faith and in the best interests of the School; and
  - 1.5. 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.

#### Training

3. The School is responsible for providing the Training to the Students.
4. For the avoidance of doubt, the Training does not form part of the Services.
5. 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's curriculum, and any matters agreed during that consultation that affect the Training or the Services are recorded in Schedule 3.
6. The school will supply AST with a copy of training and assessment materials unless developed by AST.

#### Fees

7. The Fees applicable to the Services are fixed.
8. The School 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).
9. The RTO acknowledges and agrees that:
  - 9.1. 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
  - 9.2. 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

10. The RTO must submit to the School 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 may reasonably require and be sent to the address specified in the Contract Details.
11. The School will pay the invoiced amount within 30 days of receipt of an accurate invoice. However, if the School disputes the invoiced amount it must pay the undisputed amount (if any) and notify the RTO of the amount the School believes is due for payment. The parties will

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endeavour to resolve any such dispute, and the School may withhold payment of the disputed amount pending resolution of the dispute.

12. The School may withhold payment of an invoiced amount if the RTO has not provided sufficient information in accordance with clause 38 to satisfy the School 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.
13. The School may set off against any sum owing to the RTO under this Contract any amount then owing by the RTO to the School.
14. 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.
15. The School 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

16. The RTO warrants that:
  - 16.1. it is accredited and approved to deliver the Services; and
  - 16.2. without limitation to clause 16.1:
    - 16.2.1. it is registered with the Australian Skills Quality Authority and
    - 16.2.2. it has the qualifications and units of competency to provide the Services on its scope of registration.
17. The RTO must ensure that the RTO Personnel are qualified and experienced in accordance with the *Standards for Registered Training Organisations (RTOs) 2015*.
18. The RTO warrants that:
  - 18.1. 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
  - 18.2. 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

19. The School representative will check and confirm the correctness of the results that are provided to the RTO pursuant to clause 40 and will immediately notify the RTO of any results that need to be corrected.

### School Personnel

20. The parties agree that the School representative has provided the RTO with information sufficient for the RTO to establish whether the School Personnel are qualified, experienced and knowledgeable with the *Standards for Registered Training Organisations (RTOs) 2015*.
21. The School representative 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 under clause 20.
22. The parties agree that they have consulted with each other to establish the sufficiency each of the School Personnel's qualifications and experience prior to providing the Training for each relevant Program.
23. The School must inform each member of the School Personnel of the qualifications and experience that is required of them for the purpose of the Training.
24. The School warrants that the School Personnel;

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- 24.1. will carry out the Training to the Students; and
- 24.2. 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

- 25. 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 must ensure that any replacement personnel satisfy the requirements of clause 20.
- 26. The School bears all costs in connection with providing any and all replacement personnel.

### Student Suitability

- 27. 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

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

### Supervision of Students

- 29. The School 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:
  - 29.1. whilst the Services or Training are being provided at the School's premises;
  - 29.2. whilst the Services or Training are being provided at any premises external to the School; and;
  - 29.3. during any travel by the Students organised by the School, 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

- 30. The parties acknowledge and agree that Victorian government schools are committed to:
  - 30.1. creating child safe environments;
  - 30.2. 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.
- 31. This clause only applies to the extent that the RTO is engaged in Child-connected work.
- 32. The RTO acknowledges that the School and School Staff are required to comply with Child Safety Laws, the Ministerial Order and School Child Safety Policies.
- 33. If the RTO is an Applicable Entity, it warrants to the School that it:
  - 33.1. is compliant and will continue to comply with Child Safety Laws; and
  - 33.2. will immediately provide the School 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.
- 34. The RTO must:
  - 34.1. if applicable (whether or not the RTO must itself comply with Child Safety Laws), comply with any relevant School Child Safety Policies; and
  - 34.2. comply with any reasonable direction by the School in respect to compliance by the School, School Staff and/or the RTO with any Child Safety Laws or any relevant School Child Safety Policies.

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35. The School may terminate this Contract immediately if, in the School's Council's reasonable opinion, it determines at any time that:
- 35.1. there is a breach of any Child Safety Laws caused by, or in any way connected with, the RTO; or
  - 35.2. the RTO is not suitable to engage in Child-connected work for the purposes of the School and School Staff's compliance with the Child Safety Laws or relevant School Child Safety Policies.

### Records and Provision of Information

36. The School representatives must record and monitor the attendances and engagement of the Students and report this back to the RTO.
37. The RTO must notify the School representative 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*.
38. The RTO must provide the School with all reports, data or other information that the School may request to enable it to adequately assess the performance of the RTO.
39. During the term and for seven years after expiry or termination, the RTO must keep accounts and records of:
- 39.1. all Services supplied under this Contract; and
  - 39.2. all associated records including all supporting materials used to generate and substantiate invoices submitted in respect of Services supplied under this Contract.
40. Each party must provide the other party the information specified in Item 13 of the Contract Details.
41. The RTO agrees to the disclosure of this Contract in its entirety to any government School, and its employees, agents or representatives, at which one or more of the Students are enrolled.
42. The RTO must schedule, participate in and minute regular meetings with the School.

### Notice of Changes

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

### Access to School Premises

47. The School must permit the RTO, its employees, agents or representatives' access to any premises where the Services are being provided.
48. The RTO must ensure that reasonable notice is given to the School or its staff responsible for supervising the Students, before the RTO, its employees, agents or representatives enter the School's premises.
49. If the RTO enters the premises of the School, the RTO must ensure that its employees, agents and contractors use all reasonable endeavours to:
- 49.1. protect people and property;
  - 49.2. prevent nuisance and unnecessary noise and disturbance;
  - 49.3. act in a safe and lawful manner and comply with the safety standards and policies of the School (as notified to the RTO); and

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- 49.4. comply with the *Occupational Health and Safety Act 2004* (Vic) and any applicable regulations made under the Act
50. If the RTO accesses the School's premises and/or use the School's property (both requiring the School'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

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

### Particular Student needs

52. The parties agree that before entering into this Agreement, the School representative 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:
- 52.1. the *Disability Standards for Education Act 2005*; and
- 52.2. the Purchasing School's anaphylaxis management policy.

### Intellectual Property Rights

53. 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 against all costs, expenses and liabilities arising out of a breach of this clause.

### Compliance with laws and policies

54. 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.
55. 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:
- 55.1. complies with the provisions of the *Accident Compensation Act 1985* (Vic);
- 55.2. insures against its liability to pay compensation whether under legislation or otherwise; and
- 55.3. produces to the School on request any certificates or like documentation required by the *Accident Compensation Act 1985* (Vic).
56. The school representatives must cooperate with ASQA and provide accurate responses to requests regarding delivery of services.

### Validation

57. This will be conducted by AST, when requested school representatives need to supply all documentation pertaining to courses/qualification that have been delivered by the school.

### First Aid

58. 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

59. 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:
- 59.1. to an employee or agent of that party, on a 'need to know' and confidential basis;

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59.2. as required by law or a court order; or

59.3. in accordance with any parliamentary or constitutional convention.

### No Occupier's Liability

60. Neither the Department nor the School 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's premises as a result of:

60.1. the negligence or recklessness of such officer, employee, agent or sub-contractors; or

60.2. 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 (as notified to the RTO).

61. The RTO unconditionally and irrevocably releases the Department, the School and their respective officers, employees, agents and invitees from all such responsibility and agrees to indemnify the Department, the School 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

62. 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.

63. On request, the RTO must provide the School with evidence of the currency of any insurance it is required to obtain.

### Privacy

64. 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 would have been bound had it been directly done or engaged in by the School.

### Indemnity

65. The RTO must indemnify the School 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

66. 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, which consent will not be unreasonably withheld.

67. The RTO may seek the School's consent to sub-contract by using the form in Schedule 8.

68. 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

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

## Loss of Student Numbers

- 71. The Parties acknowledge that each Student may leave a Program at any time.
- 72. 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 will not be eligible for any refund.
- 73. 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

- 74. Without limiting any other clause of this Contract, or any other remedy the School may have, if the RTO fails to perform any of the Services in accordance with this Contract, the School 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

- 75. The School may terminate this contract:
  - 75.1. 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 giving written notice to the RTO requiring rectification of that breach; or
  - 75.2. without cause by giving the RTO 90 days' notice in writing.
- 76. The RTO may terminate this contract upon giving written notice to the School if the School 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 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
- 77. Any termination of this contract is without prejudice to any accrued rights of the parties as at the date of termination.

## Notices

- 78. 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

- 79. If any dispute arises under or in connection with this Contract (Dispute) which is not able to be resolved by the School and the RTO within 14 days, the nominated senior executive officer (or equivalent) of each of the School (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.
- 80. 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.
- 81. 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

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of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.

82. 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, and 79.

### Student complaints and appeals

83. 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*.

### Representatives

84. 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

85. Terms used in this clause have the same meanings given to them in the GST Act.
86. 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.
87. 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

88. This Contract will be governed by the Laws of Victoria.
89. 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.
90. This Contract contains the entire understanding between the parties as to the subject matter of this Contract.
91. 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

92. In these Conditions, unless the context otherwise requires:
- 92.1. 'includes' means includes without limitation;
- 92.2. a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
- 92.3. a reference to a policy of any governmental agency includes that policy as modified or replaced.
93. In these Conditions:

**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, including any information designated by the School as confidential, which is disclosed, made available, communicated or delivered to the RTO, but excludes information:

# Standard VET Auspicing Contract

## Government Schools

- (a) which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions;
- (b) which the RTO can demonstrate was in its possession prior to the date of the Contract;
- (c) which the RTO can demonstrate was independently developed by the RTO; or
- (d) 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:

- (a) is not, or is no longer, disputed;
- (b) is due and owing under a tax invoice properly rendered by the RTO in accordance with these Conditions; and
- (c) 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 the Contract 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** 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 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.

# Standard VET Auspicing Contract

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**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.

# Standard VET Auspicing Contract

## Government Schools

### SCHEDULE 1 Services

In relation to the Programs the RTO will:

1. ensure the School has access to all relevant Training Package documentation
2. establish whether each member of the School Personnel has the qualifications and experience required to provide the Training for each relevant Program to comply with the *Standards for Registered Training Organisations (RTOs) 2015 (SRTO's)* and must notify the School accordingly before the Program commences.
3. provide on-going advice, guidance and monitoring through various mediums (email, phone, video conference and face-to-face meetings) to ensure that the School, the School Personnel and the Training meet all relevant Training Package requirements and comply with the *SRTO's* on a continuous basis throughout the Term. The school will receive at least one visit per annum from their dedicated School Support Officer
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*.
5. conduct audits of sampled student work across each program during Term 4 to monitor the School's provision of the Training to the Students and ensure assessment decisions are valid, sufficient, reliable and current. Audit dates can also be in accordance with any timelines specified in this Contract.
6. provide assistance to the School to rectify any non-compliance with the requirements of a Training Package or the *SRTO's* or implement recommendations for improvement at audit
7. process all enrolments and assessments in compliance with the *SRTO's* within four weeks from the date on which they are provided to the RTO.
8. provide assessment record database information to the School for uploads into internal system
9. 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 to ensure currency.
10. produce and distribute Student qualifications or statements of attainment to the School in a timely manner as per Schedule 6

## **SCHEDULE 2 Additional Training Requirements**

The School 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

Please complete table below to provide details of the qualifications to be delivered in 2021.

The Training and Assessment Strategy to be submitted per program prior to delivery will provide details of the individual units of competency to be delivered.

Qualification Code	Qualification Title	Delivery Site RTO School Trade Training Centre (TTC)	Scored Assessment (Yes or No)	Number of Proposed Enrolments
<i>Example: BSB20115</i>	<i>Certificate II in Business</i>	<i>School</i>	<i>No</i>	<i>12</i>
<i>BSB30115</i>	<i>Certificate III in Business</i>	<i>School</i>	<i>Yes</i>	<i>8</i>
<i>22338VIC</i>	<i>Certificate II in Building and Construction</i>	<i>TTC</i>	<i>No</i>	<i>10</i>
<i>Please add qualifications to be delivered in 2021 as per example above</i>				
MSL30118	Certificate III in Laboratory Skills	Roxburgh College	yes	34
MSF20516	Certificate II in Furniture Making	Roxburgh College	yes	61

For delivery sites other than the School's premises:

Qualification Code and Title	Site of Delivery	Venue Address	Contact Person	Contact Number
Code & Title	Delivery Site	Venue Address	Contact Person	Phone Number
Code & Title	Delivery Site	Venue Address	Contact Person	Phone Number

## Standard VET Auspicing Contract Government Schools

### SCHEDULE 4 School Personnel (to be completed by the School)

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	Year
<i>Example:</i> John Smith	Trainer	TAE401110 Certificate IV in Training and Assessment 22216VIC Certificate II in Building and Construction Course in Safe use of Machinery HLTAID003 Provide first aid CPCCOHS1001A Work safely in the construction industry Graduate Diploma in Technology Education	22338VIC Certificate II in Building and Construction	Year 1 and 2
Please list trainers for 2021 and their relevant details as per the example above				
Ritu Tyagi	Teacher	TAE401116 Cert IV in Training and Assessment Bachelor of Science Bachelor of Education Grad Dip in Pathology	MSL30118 Cert III in Laboratory Skills	1 and 2
Gary Brockman	Teacher	TAE401116 Cert IV in Training and Assessment Cert III in Steel Structure Fabrication Cert II in Building	MSF20516 Cert II in Furniture Making Pathways	1 and 2
Trainer Name	Role	Qualification and Experience	Program	Year

This Contract is to be used when the school trains and assesses its own VET students under a third party (auspiced) arrangement with an RTO. The RTO monitors the services delivered on its behalf, and issues the statement of attainment or certificate, accordingly.

# Standard VET Auspicing Contract Government Schools



This Contract is to be used when the school trains and assesses its own VET students under a third party (auspiced) arrangement with an RTO. The RTO monitors the services delivered on its behalf, and issues the statement of attainment or certificate, accordingly.

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### 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	Title	Email	Phone
Paul James	RTO Manager	<a href="mailto:paul.james@aag.org.au">paul.james@aag.org.au</a>	03 5445 9880
Margaret Newey	VET for Schools – Team Leader	<a href="mailto:margaret.newey@aag.org.au">margaret.newey@aag.org.au</a>	03 5445 9880
Lynn McShanag	School Support Officer	<a href="mailto:lynn.mcshanag@aag.org.au">lynn.mcshanag@aag.org.au</a>	03 5445 9880
Lisa Goettler	School Support Officer	<a href="mailto:lisa.goettler@aag.org.au">lisa.goettler@aag.org.au</a>	03 5445 9880

This Contract is to be used when the school trains and assesses its own VET students under a third party (auspiced) arrangement with an RTO. The RTO monitors the services delivered on its behalf, and issues the statement of attainment or certificate, accordingly.

## SCHEDULE 6 Reporting Details

Key dates for 2021 Auspicing Contract are as follows:

Deadlines	Deliverable
<b>31<sup>st</sup> October 2020</b>	All templates and documentation requirements made available via the AST Portal.
<b>31<sup>st</sup> December 2020</b>	<b>Signed 2021 Auspicing Contract returned to AST – VET in Schools Team Leader</b>
<b>31<sup>st</sup> December 2020</b>	Initial suite of documentation due as per the 2021 Initial Documentation Summary (Training and Assessment Strategies, Trainer Skills Matrices and all other trainer documentation).  Failure to submit all Initial Documentation by this due date will result in notice being provided that auspicing of the program may be interrupted or cease until all documentation is received.
<b>15<sup>th</sup> November 2021</b>	Full and complete documentation due (includes results and student sampling).  Late submission of documentation or incomplete documentation, including provision of a verified USI, will result in a delay of final.
<b>10<sup>th</sup> December 2021</b>	AST will provide Certificates or Statements of Attainment to the schools, provided schools have submitted full and complete documentation by 15 <sup>th</sup> November 2021.
RTO staff may advise on additional documentation requirements and timing during the calendar year.	

## SCHEDULE 7 Contract Variation Notice

Date: Click or tap to enter a date.

To: [Insert Name of RTO]

[Insert Address of RTO]

[Insert name of School] hereby confirms that pursuant to clause 69 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	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Program Content - competencies	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Commencement and Completion Dates	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Delivery Arrangements	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Fees	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Changes to Trainers/staff	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Actions required to address variation(s):

Click or tap here to enter text.

Other Specifications:

Click or tap here to enter text.