

This contract is to be used where the RTO is a non-government entity.

Terms and conditions of contract for VET services

The parties to this contract are those parties specified in the attached Schedule.

The following terms and conditions apply to all services provided by the RTO under this contract. These terms and conditions and the Schedule to this contract constitute the entire agreement between the School and the RTO and no variation to them will be binding unless agreed in writing and signed by both parties.

- 1 The term of this contract will be for the period specified in the Schedule unless terminated earlier by operation of law or under the provisions of this contract.
- 2 The person named in the Schedule as a party's representative may exercise all of the powers and functions of his or her party under this contract other than the power to amend this contract.
- 3 The RTO warrants that:
 - a it is accredited and approved to deliver the Services and, if applicable, is registered for Skills for All delivery;
 - b all of its employees engaged in providing the Services are qualified and experienced in accordance with AQTF standards; and
 - c it will provide proof that all persons responsible for or involved in the provision of the Services under this contract and those required by the *Children's Protection Act 1993* have a current and satisfactory criminal history assessment from the authorised South Australian Government Department Screening Unit established under the *Children's Protection Regulations 2010*.
- 4 If there is any change to the registration status of the RTO, the RTO must immediately notify the Minister's representative of that change.
- 5 The RTO must provide the Services set out in the Schedule in accordance with this contract.
- 6 The School will consider advice provided by the RTO in relation to student suitability to engage successfully in a program, and, in its sole discretion, determine which of its students, as specified in the Schedule, will be enrolled in a program to be delivered by the RTO.
- 7 The RTO will be responsible for the supervision of the students enrolled in a program to be delivered under this contract whilst they are in receipt of the Services, which supervision includes, but is not limited to:
 - a whilst Services are being provided at the School's premises;
 - b whilst Services are being provided at any premises external to the School; and
 - c during any travel by the Students organised by the RTO, including but not limited to travel as part of an excursion and travel between premises of the RTO.
- 8 The RTO must permit the School, 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.
- 9 The RTO must record and monitor the attendances and engagement of the students in receipt of the Services and the RTO must promptly notify the School of any non-attendance and/or repeated non-engagement in accordance with any directions given by the School.
- 10 The RTO must provide the results for the students in receipt of the Services to the School by the due date specified in the Schedule.
- 11 The RTO must report to the School immediately upon becoming aware of any danger to any student in connection with the student's participation in the program being delivered as part of the Services. If a danger to any student has been identified, the RTO must implement or assist in implementing (as the case requires) any arrangements considered necessary by the School to remove or alleviate that danger or remove the student from that danger.
- 12 The fees for the Services and the manner of payment are set out in the Purchase Order and/or Schedule and are inclusive of GST.
- 13 The RTO acknowledges and agrees that each participating DECD school is solely responsible for any payments due to the RTO under this contract and there is no liability whatsoever by the Minister for Education and Child Development to the RTO to pay for the Services provided to a participating DECD school.
- 14 Nothing in this contract affects the ownership of any intellectual property of a party.
- 15 The RTO warrants that it is entitled to use any intellectual property 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 of any person.
- 16 The RTO will indemnify the School against all costs, expenses and liabilities arising out for a breach of clause 15.
- 17 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 other party except:
 - a to an employee or agent of that party, on a 'need to know' and confidential basis;
 - b as required by law or a court order; or
 - c in accordance with any parliamentary or constitutional convention.
- 18 The obligations in relation to confidential information survive the expiry or termination of this contract.

Continues overleaf



Terms and conditions of contract for VET services *continued*

- 19** The RTO must effect and maintain a policy of public liability insurance at its own cost for an amount of not less than \$10,000,000 in respect of any one claim for the term of this contract.
- 20** The RTO acknowledges that the Information Privacy Principles as they relate to the collection, storage, access to, correction, use and disclosure, of personal information, apply to the School. The RTO agrees that in performing its obligations under this contract it will act in a manner that ensures that the School is able to comply with the information Privacy Principles. The RTO must only collect, use and disclose Personal Information for the purpose of fulfilling its obligations under this contract unless otherwise permitted under this contract or the Information Privacy Principles.
- 21** In performing its obligations under this contract, the RTO must comply with the provisions of any legislative and other requirements of the Commonwealth, State or Local Government, particularly privacy and occupational health and safety requirements.
- 22** This contract will be governed by the laws of South Australia and both the School and the RTO submit to the jurisdiction of the courts of South Australia.
- 23** 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 or between the School and the RTO and the RTO is solely responsible for and liable to pay all wages, salaries, benefits and entitlements and all income, payroll, sales and similar taxes, in relation to all employees of the RTO.
- 24** Any notices to be issued under this contract must be in writing and be sent to the recipient's address shown overleaf, and if sent by prepaid post will be deemed to be served on the second business day after posting.
- 25** The parties will use their best endeavours to ensure that any concerns or disputes arising in connection with this contract will be resolved amicably and expeditiously by consultation or negotiation between them.
- 26** The School may terminate this contract immediately upon giving written notice to the RTO if:
- a the School reasonably forms the opinion that the RTO will be unable to perform its obligations under this contract; or
 - b the RTO is in breach of a material obligation under this contract and (where the breach is capable of rectification) has not rectified such breach within 14 days of the School giving written notice to the RTO requiring rectification of the breach; or
 - c the RTO suffers or is, in the School's reasonable opinion, in jeopardy of becoming subject to any form of insolvency administration.
- 27** The RTO may terminate this contract upon giving written notice to the School if:
- a the School is in breach of a material obligation under 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 programs of vocational education and training acceptable to the students; or
 - b the RTO becomes aware that its staff will not be available to the RTO for the performance of the whole or any part of the RTO's obligations under this contract.
- 28** Any termination of this contract under clauses 26 or 27 is without prejudice to any accrued rights of the parties as at the date of termination nor will it affect the coming into force or the continuation in force of any provision of this contract that is expressly or by implication intended to come into force or continue in force on or after the termination.

Schedule to terms and conditions of contract for the provision of VET services in DECD schools

Parties

Minister for Education and Child Development for and on behalf of

(school)
name of school/lead school for regional courses

of
school address

and (RTO)
full name of RTO *ACN/ABN of RTO*

of
address of RTO

Term

start date

end date

Services

Set out clear details of exactly what the RTO is to provide under this contract.

1 Program description, career pathway and employment potential

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2 Program details

Qualification name and code:

Training package name and code:

3 Units of competency

NTIS code	Title of unit of competency	Nominal hours	Delivery site: R – RTO S – School TTC – Trade Training Centre
Total delivery hours			

4 Program delivery

Venue address	Dates	Times	Contact hours

Fees and payment arrangements

Tuition \$

Materials and resources \$

Total cost \$

Payment to be made on invoice (complete details – see purchase order):

Number and timing of payments (as negotiated by school and RTO):

Students

Students taking part in the program being provided by the RTO, as outlined in 'Services'.

<i>Student name</i>	<i>School</i>	<i>Student name</i>	<i>School</i>

Results

Date for provision of results:

Purchase order

Purchase order number:

Attach a copy of the purchase order.

Representatives


Contact officers nominated by each partner to ensure effective communications:

School contact officer	
<i>name</i>	.....
<i>telephone</i>	.....
<i>mobile</i>	.....
<i>fax</i>	.....
<i>email address</i>	.....

RTO contact officer	
<i>name</i>	.....
<i>telephone</i>	.....
<i>mobile</i>	.....
<i>fax</i>	.....
<i>email address</i>	.....

Signatures


School
Signed for and on behalf of the Minister for Education and Child Development by a person authorised to do so:

authorised signatory 

print name

position

in the presence of:

witness signature 


print name

position

on:

date


RTO
Signed for and on behalf of (RTO)
by a person authorised by the RTO to do so:

authorised signatory 

print name

position

in the presence of:

witness signature 

print name

position

on:

date

Amendments or variations

Record agreed variations that occur within the life of the contract in relating to the factors below.

<i>Factor variations</i>	<i>Specify details</i>	<i>Endorsement — School (sign & date)</i>	<i>Endorsement — RTO (sign & date)</i>
Student participants (eg withdrawal or additions) — names and schools			
Program content — competencies			
Timelines			
Delivery arrangements eg location			
Other — specify			