

## Contract Details

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

<b>Item 2</b>	School Representative	
<b>Item 3</b>	RTO	Trainer Assessor Group RTO 91530 <a href="https://training.gov.au/Organisation/Details/91530">https://training.gov.au/Organisation/Details/91530</a>
<b>Item 4</b>	RTO contact details	Zane Davidson Trainer Assessor Group RTO 91530 (eduClick - Click Education) 0455716777 zane@educlick.com.au
<b>Item 5</b>	Term	This contract is valid for 1 year or ongoing
<b>Item 6</b>	Services	See schedule 1
<b>Item 7</b>	Fees	See schedule 2
<b>Item 8</b>	Program details	See Schedule 1
<b>Item 9</b>	RTO Personnel	See Schedule 2
<b>Item 10</b>	Students' details International Students' details	See Schedule 3
<b>Item 11</b>	Reporting details	See Schedule 4
<b>Item 12</b>	Request by RTO to sub-contract	See Schedule 5
<b>Item 13</b>	Contract variation notice	See Schedule 6
<b>Item 14</b>	Equipment provided by School Council	See Schedule 7
<b>Item 15</b>	Fees	See Schedule 8

Executed as an agreement

### Signed by the School Council

#### School Authorised Signatory

Print Name Electronic Attachment  
Position VET/VCEVM Authorised

### Signed by the RTO Representative

#### RTO Authorised Signatory

*Zane Davidson*  
Print Name Zane Davidson  
Position CEO

## Attachment 1 – Terms and Conditions

### Provision of the Services

1. The RTO must provide the Services to the School Council in accordance with this Contract and must:
  - 1.1. provide the Services in accordance with the *Standards for Registered Training Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration*, the VRQA Guidelines and relevant Department Policies and Procedures (as applicable);
  - 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 Council; and
  - 1.5. provide any and all equipment necessary for the performance of the Services, except for items specified in [Schedule 7](#), or as the parties may agree from time to time.
2. If at any time during the Term the RTO is unable or is likely to become unable to provide any or all of the Services, it must immediately notify the School Council.
3. The parties agree that they have consulted with each other as to the suitability of the Programs and the content of the training and assessment materials for the School Council's curriculum, and any matters agreed as part of that consultation that affect the Services are recorded in [Schedule 1](#).
4. The parties agree that if the RTO is delivering the Services to International Students (either exclusively or in addition to Students), the terms and conditions in [Attachment 2](#) apply to the delivery of those Services. For the avoidance of doubt, the terms and conditions in [Attachment 2](#) are in addition to, and do not replace, the terms and conditions in this [Attachment 1](#).

### Fees

5. The Fees applicable to the Services are fixed.
6. The School Council will, on demand by the RTO, pay simple interest on a daily basis on any overdue and undisputed amount, at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
7. The RTO acknowledges and agrees that:
  - 7.1. 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
- 7.2. 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

8. The RTO must submit to the School Council a Tax Invoice in respect of the Services as set out in Item 7 of the Contract Details, or at such other time or times as agreed by the parties. A Tax Invoice submitted for payment must contain the information necessary to be a Tax Invoice for the purposes of the GST Act together with such other information as the School Council may reasonably require and be sent to the address specified in the Contract Details.
9. The School Council will pay the invoiced amount within 30 days of receipt of an invoice. However, if the School Council disputes the invoiced amount it must pay the undisputed amount (if any) and notify the RTO of the amount the School Council believes is due for payment. The parties will endeavour to resolve any such dispute, and the School Council may withhold payment of the disputed amount pending resolution of the dispute.
10. The School Council may withhold payment of an invoiced amount if the RTO has not provided sufficient information in accordance with clause 38 to satisfy the School Council that the Services have been performed in accordance with this Contract. 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.
11. The School Council may set off against any sum owing to the RTO under this Contract any amount then owing by the RTO to the School Council.
12. 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.
13. The School Council will, on demand by the RTO, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic).

### Delivery of the Services

14. The RTO warrants that:
  - 14.1. it is accredited and approved to deliver the Services; and
  - 14.2. without limitation to clause 14.1:
    - (i) it is registered with the Victorian Registration and Qualifications Authority or the Australian Skills Quality Authority (as appropriate); and

- (ii) it has the qualifications and/or units of competency to provide the Services on its scope of registration.
- 15. Where the delivery of Services to Students occurs at a location on the grounds of a school (as defined in the *Education and Training Reform Act 2006 (Vic)*, the RTO must ensure that the RTO Personnel and any other person responsible for or involved in the provision of such Services:
  - 15.1. are qualified and experienced in accordance with the *Standards for Registered Training Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration* (as applicable); and
  - 15.2. are registered with the Victorian Institute of Teaching (that is, the person is a registered teacher, which may include provisional registration, or has permission to teach).
- 16. Where the delivery of Services to Students occurs at a location that is not on the grounds of a school (as defined in the *Education and Training Reform Act 2006 (Vic)*, the RTO must ensure that the RTO Personnel and any other person responsible for or involved in the provision of such Services:
  - 16.1. are qualified and experienced in accordance with the *Standards for Registered Training Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration* (as applicable); and
  - 16.2. are either:
    - (i) registered with the Victorian Institute of Teaching (that is, the person is a registered teacher, which may include provisional registration, or has permission to teach); or
    - (ii) have undertaken a satisfactory police records check and have a satisfactory working with children check under the *Working with Children Act 2005 (Vic)*.
- 17. The RTO warrants that:
  - 17.1. 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
  - 17.2. 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.

## Replacement Personnel

- 18. If the RTO Personnel or any other person responsible for delivering the Services to Students are unavailable to provide the Services for unforeseen reasons, the RTO must ensure that any replacement personnel satisfy the requirements of either clause 15 or 16 (as

applicable depending on the location where the delivery of the Services occurs).

- 19. The RTO bears all costs in connection with providing any and all replacement personnel.

## Student Suitability

- 20. 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

- 21. The parties acknowledge and agree that the School Council has a duty of care to the Students.
- 22. The RTO must provide the Services consistent with the Department's Policies and Procedure on:
  - 22.1. Duty of Care (available online: <https://www2.education.vic.gov.au/pal/duty-of-care/policy>); and
  - 22.2. In circumstances where students attend the RTO which is offsite School premises, with the Student Collection Policy (available online: <https://www2.education.vic.gov.au/pal/collect-on-students/policy>).

## Supervision of Students

- 23. The RTO must provide the Services consistent with the Department's Policies and Procedure on Supervision (available online <https://www2.education.vic.gov.au/pal/supervision-students/policy>) and Student Collection Policy.
- 24. The RTO will be responsible for the supervision of the Students enrolled in a Program whilst they are in receipt of the Services.
- 25. The supervision includes, but is not limited to:
  - 25.1. whilst Services are being provided at the School Council's premises;
  - 25.2. whilst Services are being provided at any premises external to the School Council; and
  - 25.3. travel by the Students from the RTO's premises including but not limited to travel between campuses or excursions.
- 26. The RTO must promptly notify the School Council of any non-attendance and/or repeated non-engagement in accordance with any reasonable directions given by the School Council to the RTO.
- 27. The RTO must immediately notify the School Council as soon as it becomes aware of any danger to any Student in connection with the Student's participation in a Program.
- 28. If a danger to any student has been identified, the RTO must implement or assist in implementing any arrangements considered reasonably necessary by the School Council to remove or alleviate that danger or remove the student from that danger.

29. The RTO must immediately notify the School Council, if the Student appears to be unwell while attending 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 Council and School Staff are required to comply with Child Safety Laws, the Ministerial Order and School Council Child Safety Policies.
33. If the RTO is an Applicable Entity, it warrants to the School Council that it:
- 33.1. is compliant and will continue to comply with Child Safety Laws; and
  - 33.2. will immediately provide the School Council with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the RTO.
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 Council Child Safety Policies; and
  - 34.2. comply with any reasonable direction by the School Council in respect to compliance by the School Council, School Staff and/or the RTO with any Child Safety Laws or any relevant School Council Child Safety Policies.
35. The School Council 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 Council and School Staff's compliance with the Child Safety Laws or relevant School Council Child Safety Policies.

## Records and Provision of Information

36. The RTO must record and monitor the attendances and engagement of the Students.
37. The RTO must notify the School Council as soon as practicable if it forms the view that the Training in any way fails, or is likely to fail, to meet the relevant Training Package requirements or comply with the *Standards for Registered Training*

*Organisations (RTOs) 2015* or the *Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration* (as applicable).

38. The RTO must provide the School Council with all reports, data or other information that the School Council may request to enable it to:
- 38.1. adequately assess the performance of the RTO; or
  - 38.2. monitor student attendance and engagement.
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. The RTO must provide student results and appropriate certification to the School Council as specified in Item 11 of the Contract Details.

## Notice of Changes

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

## Access to premises

45. The RTO must permit the School Council, its employees, agents or representatives' access to any premises where the Services are being provided.
46. If the RTO needs to access the School Council's premises and/or use the School Council's property (both requiring the School Council's consent) in order to carry out the Services, then, the RTO is responsible for and must promptly repair any damage caused to those items to the extent caused or contributed to by the RTO.

## No Parent Payments

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

## Particular Student needs

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

## Intellectual Property Rights

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

## Compliance with laws and policies

50. 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.
51. Without limitation to clause 50, the RTO must ensure that, in respect of its employees and contractors and any other persons engaged by it to provide the Services, it:
- 51.1. complies with the provisions of the *Accident Compensation Act 1985 (Vic)*;
  - 51.2. insures against its liability to pay compensation whether under legislation or otherwise; and
  - 51.3. produces to the School Council on request any certificates or like documentation required by the *Accident Compensation Act 1985 (Vic)*.

## First Aid

52. 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

53. 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:
- 53.1. to an employee or agent of that party, on a 'need to know' and confidential basis;
  - 53.2. as required by law or a court order; or

- 53.3. in accordance with any parliamentary or constitutional convention.

## Insurance

54. 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.
55. On request, the RTO must provide the School Council with evidence of the currency of any insurance it is required to obtain.

## Privacy

56. The RTO acknowledges 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 Contract in the same way and to the same extent as the Department or the School Council would have been bound had it been directly done or engaged in by the Department or the School Council.

## Indemnity

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

## No sub-contracting

58. Except as expressly provided in this Contract, the RTO must not sub-contract to any third person any of its obligations under this Contract without the prior written consent of the School Council, which consent will not be unreasonably withheld.
59. The RTO may seek the School Council's consent to sub-contract by using the form in [Schedule 5](#).
60. 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

61. Any variation to this contract must be in writing and signed by the parties.
62. The parties may use the form in [Schedule 6](#) to vary this Contract.



## Loss of Student Numbers

63. The Parties acknowledge that each Student may leave a Program at any time.
64. If a Student withdraws from a Program after four weeks (or such other time as the parties may agree) from the Program's commencement date, the School Council will not be eligible for any refund.
65. 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

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

## Termination

67. The School Council may terminate this contract:
  - 67.1. upon giving written notice to the RTO if the RTO is in breach of this contract and (where the breach is capable of rectification) has not rectified that breach within 14 days of the School Council giving written notice to the RTO requiring rectification of that breach
  - 67.2. without cause by giving the RTO 90 days' notice in writing.
68. The RTO may terminate this contract upon giving written notice to the School if the School Council is in breach of this contract and (where the breach is capable of rectification) has not rectified that breach within 14 days of the RTO giving written notice to the School requiring rectification of that breach, on condition that provision is made allowing all Students to complete the program in which they are then enrolled or alternative VET programs acceptable to the Students; or
69. Any termination of this contract under clause 67 or 68 is without prejudice to any accrued rights of the parties as at the date of termination.

## Notices

70. 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

71. If any dispute arises under or in connection with this Contract (Dispute) which is not able to be resolved by the School Council and the RTO within 14 days, the nominated senior executive officer (or equivalent) of each of the School Council and the RTO will promptly meet and discuss in good faith with a view to resolving such Dispute.
72. If any Dispute is unable to be resolved within 14 days of being referred to the nominated senior executive officers under clause 71, 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.
73. If the parties fail to settle any Dispute in accordance with clause 72, the parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
74. The parties to a Dispute will continue to perform their respective obligations under this Contract, pending the resolution of a Dispute under clauses 71, 72 and 73.

## Student complaints and appeals

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

## Representatives

76. 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

77. Terms used in this clause have the same meanings given to them in the GST Act.
78. 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.
79. 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

80. This Contract will be governed by the Laws of Victoria.
81. 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.
82. Clauses 9 to 11, 14, 17, 36 – 40, 49, 53, 56, 57, 66, 69, 71 – 73 and 75 of [Attachment 1](#) survive the termination or expiry of this Contract and may be enforced at any time.

## Order of Precedence

83. This Contract is comprised of the following items:
  - 1) The document titled 'Contract Details'
  - 2) [Attachment 1](#) – Terms and Conditions
  - 3) [Attachment 2](#) – Terms and Conditions for International Students (if applicable)
  - 4) Schedules 1 – 7 to this Contract.
84. In the event and to the extent of any inconsistency between the items listed in clause 83, the provisions of the earlier mentioned item will prevail to the extent of the inconsistency. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the item lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that item.

## Interpretation

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

## Definitions

86. In these Conditions:

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

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

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

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

- (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 Contract described as such, usually commencing on page 1 of the Contract.

**Department** means the Crown in right of the State of Victoria as 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.

**Department Policies and Procedures** means any relevant policy, procedure or guidelines published by the Department to provide guidance on 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 Student** means a Student enrolled in the course, who is also subject to the *Education Services for Overseas Students Act 2000* (Cth) and is specified in Item 10 of the Contract Details.

**Laws** means:

- (a) the law in force in the State of Victoria and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and
- (b) ordinances, regulations, orders and by-laws of relevant government, semi-government or local authorities.

**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** means a program delivered by the RTO and forming part of the Services as set out 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.

**Standards for Registered Training Organisations (RTOs) 2015** has the 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.

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

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

**Students** means the Students listed in the Contract Details enrolled in the course (as specified at Schedule 1 and 3 to this Contract) and includes an International Student.

**Tax Invoice** has the same meaning as in the GST Act.

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

**Victorian Training Guarantee** means the guarantee in section 1.2.2 of the *Education and Training Reform Act*

2006 to government subsidised training that can be accessed in accordance with that Act and a VET funding contract as defined in s 1.1.3 of that Act.

**VET** means 'vocational education and training', as that term is defined in the *National Vocational Education and Training Regulator Act 2011*.

**VET or Vocational Education and Training** means VET courses undertaken by secondary school students in Victoria as part of their school program.

**VRQA** means the Victorian Registration and Qualifications Authority.

**VRQA Guidelines** means a guideline developed by the VRQA.



## Attachment 2

### Terms and Conditions for International Students

#### 1. Interpretation

These conditions apply in addition to [Attachment 1](#) Terms and Conditions in circumstances where the School has enrolled International Students in the Program.

#### 2. Qualifications

The RTO must not award a VET qualification to an International Student but may issue to them a statement of attainment on successful completion of the course.

#### 3. School's International Student Coordinator

- (a) The RTO is aware that each School that has International Students enrolled, has an International Student Coordinator.
- (b) The School's International Student Coordinator is specified in Item 2 of [Schedule 4](#).

#### 4. International Student requirements

- (a) The RTO warrants that it has adequate staffing and education resources to deliver the Services to International Students in compliance with:
  - (i) the ESOS Act; and
  - (ii) the National Code; and
  - (iii) VRQA Guidelines in relation to International Students; and
  - (iv) relevant Department Policies or Procedures
- (b) The RTO agrees to provide International Students with access to any reasonable support identified by the School Council, the School's International Coordinator or RTO to support International Students to achieve expected learning outcomes, at no additional cost to the School Council or the International Student.

#### 5. Supervision of Students

- (a) The RTO must immediately notify the School's International Student Coordinator if the RTO has identified an International Student is unwell in accordance with Clause 29 of [Attachment 1](#) to the Contract.
- (b) The RTO must notify the School's International Student Coordinator of matters involving International Students when:
  - (i) an International Student is at risk of not meeting their course progress or attendance requirements; or
  - (ii) whether further support may be required to assist the International Student to complete the course delivered by the RTO.

#### 6. Notification and Reporting Requirements

- (a) The RTO must record International Student attendance and participation in class for the Services being delivered by the RTO for which the student is enrolled; and
- (b) Report on the attendance and participation records to the International Student Coordinator.
- (c) The RTO must provide reports and notifications in accordance with Item 2 of [Schedule 4](#) to this Contract, to the School's International Student Coordinator.

#### 7. Student complaints and appeals

The RTO agrees that any complaints and appeals in relation to International Students must be made in accordance with the Department's International Education Division (IED) Complaint and Appeals Process Guide (available online: <https://www.study.vic.gov.au/Shared%20Documents/en/Complaints-Appeals-Process.pdf>).

#### 8. Publishing Contract Details

The RTO consents to the Department maintaining and publishing the details of the RTO or this Contract on the Department's website in the Third Party Register (available online: <https://www.study.vic.gov.au/Shared%20Documents/en/ThirdPartyRegister.pdf>), and in any other manner required by any government policy or any laws and regulations.

#### 9. Definitions

In these conditions:

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

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

**National Code** means Part D of the ESOS Act National Code, which specifies the set of national standards governing the delivery of courses and associated services to international students by Australian education providers registered of CRICOS

**School International Student Coordinator** means the International Student Coordinator that is responsible for the international students at the school and is specified in Item 2 of the Contract Details.

## SCHEDULE 1 Program Details

Qualification Code and Title: CHC22015 Certificate II in Community Services or CUA20220

Certificate II in Creative Industries

Unit Code	Title of Unit of Competency (UOC)	Nominal Hours	Delivery Site
CUAWHS312	Apply work health and safety practices	30	School
CPCCWHS1001	Prepare to work safely in the construction industry	6	School
SITXFSA001	Use hygienic practices for food safety	15	School
HLTAID010	Provide basic emergency life support	12	School
BSBINS201	Process and maintain workplace information	30	School
BSBTEC201	Use business software applications	60	School

**For Delivery Sites other than the School Council's premises:**

Unit Code	Site of Delivery	Venue Address	Contact Person	Contact Number
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA
NA	NA	NA	NA	NA

## SCHEDULE 2 RTO Personnel (to be completed by the RTO)

Only the personnel of the RTO 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
Zane Davidson	Trainer/CEO/Owner	See RTO compliance schedule and can be provided upon request Cert IV TAE40110 Training and Assessment Bachelor's Degree – Human Movement HLTAID009 HLTAID011 TAE50111 Diploma of Vocational Education and Training	Micro-Credentials as part of the VCEVM (varied short courses, see units of competency)
Joshua Miller	Owner / Manager	Cert IV TAE40110 Training and Assessment Bachelor's Degree - PE HLTAID009 HLTAID011 TAE50111 Diploma of Vocational Education and Training	First Aid qualifications



## SCHEDULE 4

### Item 1 Reporting Details

Deliverable	Deadlines to align with VCAA and VASS requirements
Enrolment details, (student name, course code, UOCs) to be entered on VASS (Semester 1)	Four weeks before the deadline for VET Certificate Enrolments File 2 to be entered on the VASS database for targeted VET funding purposes
Student Results Semester 1	100% access at all times for teachers and coordinators
Mid-Year Student Progress Report	100% access at all times for teachers and coordinators
Students Results Semester 2	100% access at all times for teachers and coordinators
Issuing of Statements of Attainment / Certificates	School to negotiate with RTO. Generally these are issued concurrently with completion of courses.

## SCHEDULE 5 Request by RTO to sub-contract VET services **(NOT APPLICABLE)**

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

The School Council must agree to the following provision prior to executing the sub-contract.

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

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

**School Council Approval**

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

(See RTO registration on [training.gov.au](http://training.gov.au))

**Registering Body** (select one): ASQA / VRQA

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

(School Council or School Council Representative)

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

### Services

Qualification code and title		Site of Delivery	Trainer and Contact Number
Unit code	Unit title		

### Staff Details

Name of Trainer	Role	Qualifications and Experience	Working with Children Compliance or VIT Registration Provided, as applicable (see Clauses 15 and 16)



## SCHEDULE 6 Contract Variation Notice

Date: 10.11.2022

Trainer Assessor Group and eduClick

The school hereby confirms that pursuant to clause 51 of the Standard VET Purchasing Contract the delivery of the following Services is varied as follows:

Variation	Details	School Endorsement	RTO Endorsement
Student enrolments /withdrawals	Can be discussed with school ongoing in term 1 to 4.		
Program Content – Competencies	Is discussed between Trainer Assessor Group, eduClick and the school.		
Commencement and Completion Dates	Is discussed between Trainer Assessor Group, eduClick and the school.		
Delivery Arrangements	Is discussed between Trainer Assessor Group, eduClick and the school.		
Fees	Set out in fee schedule		
Changes to Trainers/staff	Is discussed between Trainer Assessor Group, eduClick and the school.		

## **SCHEDULE 7 Equipment provided by School Council**

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

**Equipment checklist is to be provided and completed by the RTO during a site visit prior to training.**

## SCHEDULE 8

### FEES – ex GST are all fees

#### CUA20220 Certificate II in Creative Industries

Course	Targeted VET Funding Received per student	Materials Funding received per student	Payment to RTO per student	Positive money retained per student
VCEVM Micro-credentials	\$ 933	\$250	\$933	\$250
Teacher kits (1 per 20 – 25 students inclusive)	\$0	\$0	\$0	\$0
Delivery of Materials	Inclusive	\$0	\$0	\$0
Units 1,2,3,4 PDS and WRS Resources per student	Inclusive	Inclusive	Inclusive	Inclusive
Construction White Card Micro-credential	Inclusive	Inclusive	Inclusive	Inclusive
Work Safe White Card issuance	Inclusive	Inclusive	Inclusive	Inclusive
First Aid Micro-credential	Inclusive	Inclusive	Inclusive	Inclusive
Responsible Service of Alcohol Micro-credential	Inclusive	Inclusive	Inclusive	Inclusive
Food Handlers Certificate Micro-credential	Inclusive	Inclusive	Inclusive	Inclusive
Financial Literacy and leadership Micro-credential	Inclusive	Inclusive	Inclusive	Inclusive
Legislation and rights Micro-credential	Inclusive	Inclusive	Inclusive	Inclusive
Hard Copy Student Resources	Inclusive	Inclusive	Inclusive	Inclusive
Teacher Resources	Inclusive	Inclusive	Inclusive	Inclusive

**Note:** Parent Qualification on VASS is **CUA20220 Certificate II in Creative Industries**

Targeted VET Funding Band D is \$1091 per student on 180 hours of delivery

153 hours are being delivered and Targeted VET Funding is pro-rata per student

Note: schools can choose which micro credentials best suits their program. Hours under 153 are treated on a sliding scale and are based on \$6.06 per hour and all hours are pro rata.

#### Micro-Credential Delivery Timeline (specific units of competency are not listed)

**Year 1 or 2** - Construction White Card Micro-credential

**Year 1 or 2** - First Aid Micro-credential

**Year 1 or 2** - Responsible Service of Alcohol Micro-credential

**Year 1 or 2** - Food Handlers Certificate Micro-credential

**Year 1 or 2** - Financial Literacy Micro-credential

**Note:** CEO discretion is taken into consideration as well as school circumstances

#### Payment terms

Upon completing the electronic order form, (which is attached) the school will commit to eduClick (Trainer and Assessor group Pty Ltd) for the training period which encompasses year 11 and year 12 students.

The school will be issued an invoice on April 1st and payable on May 20<sup>th</sup> each year after the VASS cut off deadline. The school pays the RTO directly.

#### Cooling off period

eduClick, Trainer Assessor Group provides all schools a 7-day cooling off period from completing the electronic agreement.