VET CONTRACT

THIS CONTRACT is -

BETWEEN: ...........................................................................................................................................................

AND: Royal Melbourne Institute of Technology of 124 LaTrobe Street Melbourne (“RMIT”)

RECITALS

A. The school council wishes to engage the Contractor to provide the Services.
B. The Contractor has agreed to provide the Services on the terms and conditions of this Contract.

THE PARTIES AGREE AS FOLLOWS:-

1. INTERPRETATION

1.1 In this contract unless inconsistent with the context or subject matter-
“AQTF” means Australian Quality Training Framework;
“Background Intellectual Property” means Intellectual Property Rights in all curriculum materials, learning resources and assessment materials used in the provision of the Services existing at the Commencement Date;
“Commencement Date” means the date in Schedule 2;
“Completion Date” means the date in Schedule 2;
“Contract” means this contract;
“Contract Price” means the amount in Schedule 2;
“Contractor” means the contractor named above;
“Department” means the Department of Education and Early Childhood Development;
“GST” means any tax imposed under any GST Law and includes GST within the meaning of the GST Act;
“GST Act” means the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) as amended;
“GST Law” means the GST Law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST;
“GST Related Tax Reform” includes any changes, reductions or abolition of any State, Territory or Commonwealth taxes, excise, fees or imposts including, but not limited to, financial transactions tax, wholesale sales tax, stamp duty, debits tax, associated with the introduction of the GST Law;
“Home school” in Appendix A means the school in which a student is enrolled.
“Intellectual Property Rights” means all rights in relation to inventions, designs, trade marks, trade names, circuit layouts, confidential information and copyright;
“Person” and words importing persons includes bodies corporate;
“Schedule” means a Schedule to this Contract;
“School” means a Government school as defined in section 1.1.3 of the Education and Training Reform Act 2006;
“School council” means the above named School council;
“School council’s representative” means the person or officer nominated in clause 13;
“Services” means the services and other works referred to:
a. in Schedule 1 listed under the heading “Description of Services”, and
b. in Appendix A listed under the heading “Responsibility Matrix”;
“Specified Personnel” means the specified personnel in Schedule 2;
“Student” means a student enrolled at a School;
“Tax Invoice” has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth) properly rendered by the Contractor to the School council in accordance with this Contract.
“VASS” means the Victorian assessment software system;
“Working with children check” means the process under Part 2 of the Working with Children Act 2005 for assessing or re-assessing whether a person is suitable to work in child-related work.

1.2 A reference to an Act or any section of an Act is a reference to the Act or section as amended from time to time.

1.3 Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.4 Each party includes the successor or successors of that party.

1.5 Words denoting the singular include the plural and vice versa.

1.6 Words denoting any gender include all genders.
1.7 Any marginal notes or headings are included for convenience and do not affect the interpretation of this Contract.

1.8 References to clauses are references to clauses of this Contract.

1.9 The Schedules, Appendix and other documents (if any) annexed to this Contract form part of this Contract.

1.10 In the event of any discrepancy or inconsistency between this Contract, its Schedules, Appendix or other documents (if any) annexed to this Contract or any of them the following order of precedence shall apply to resolve the same -
   a. This document.
   b. The Schedules.
   c. The Appendix.
   d. The annexed documents.

2. SERVICES TO BE PERFORMED

2.1 Subject to clause 2.2, the Contractor shall provide and complete the Services in a proper and professional manner by the Completion Date to the reasonable satisfaction of the school council, commencing on the Commencement Date.

2.2 Where any part of the Services, if provided by the Contractor, would exceed the Contractor’s scope of RTO registration, this entire contract is conditional on the Contractor seeking the School council’s consent under clauses 7.2 to 7.4, and this contract does not come into existence until that condition is satisfied.

3. GENERAL OBLIGATIONS OF CONTRACTOR

3.1 The Contractor shall be responsible for the care and supervision of the Students whilst they are in receipt of the Services and this care and supervision includes, but is not limited to:
   a. whilst Services are being provided at the premises of a School, provided the Contractor has direct contact with the Students;
   b. whilst Services are being provided at any premises external to those of a School; and
   c. during any travel by the Students organised by the Contractor, including but not limited to travel as part of an excursion, and travel between premises of the Contractor;

3.2 The Contractor will record and monitor the attendances of the Students in receipt of the Services and the Contractor will promptly notify the School council’s Representative of any non attendance.

3.3 The Contractor shall:
   a. use its best endeavours to provide the Services in a timely manner and in accordance with the terms of this Contract;
   b. ensure that all its employees engaged in this Contract are qualified and experienced in accordance with the standards of the AQTF;
   c. perform the Services with all due care, skill and otherwise in accordance with all applicable professional standards, principles and practices;
   d. follow all reasonable instructions of the school council’s Representative in respect of the performance by the Contractor of its obligations under this Contract;
   e. cooperate with and act in good faith towards the School council;
   f. comply with all laws in performing this Contract;
   g. use any facilities provided by the School council or a school solely for the purposes of this Contract;
   h. report to the School council’s Representative as may be reasonably requested by that Representative;
   i. ensure that –
      (i) the Contractor and the Specified Personnel undertake a Working With Children Check;
      (ii) the Contractor obtains the consents of the Contractor’s Specified Personnel to deliver a copy of the relevant Working With Children Check to the School council’s representative;
      (iii) the Contractor provides a copy of the relevant Working With Children Check of the Contractor and all of the Specified Personnel to the School council’s representative; and
      (iv) the Contractor complies with its obligations under sub-clauses (i), (ii) and (iii) in respect of such replacement persons proposed by the Contractor pursuant to clause 10 of this Contract; and
   j. permit the School council, its employees or representatives access to any premises where the Services are being provided and to have contact with a student of the school at any reasonable time during the term of the contract.

3.4 The Contractor shall at its discretion be entitled to implement any reasonable discipline measures where a student’s behaviour is unacceptable to the teacher.

4. DAMAGE TO PROPERTY

If the Contractor or its employees damage any property or premises of the School council or the State of Victoria at any school at which services are performed under this contract then the Contractor must promptly make good the damage and pay compensation to the School Council, the amount of which is referable to the cost of the repairs, with the maximum amount payable limited to the amount payable under this agreement.
5. **CONFIDENTIALITY**

5.1 Subject to clause 5.2 and 5.3 or apart for the purpose of performing its obligations under this Contract:

a. the Parties shall treat as confidential all information which comes into its possession pursuant to or as a result of or in the performance of this Contract, and

b. a Party shall not, without the written permission of the other Party, disclose such information to a third party.

The operation of this clause shall survive the termination of this Contract.

5.2 The School council or State of Victoria may, in compliance with government policy or the law, publish (in any medium including the internet) information about the Services and/or the Contract (including, but not limited to, the name of the Contractor, the Fees or the Fee Structure and a general summary of the provisions of this Contract).

5.3 The school will enter the results of the Students into VASS.

5.4 Notwithstanding any provision contained in this Contract, the Contractor must provide information and documentation in the Contractor's custody or power arising from or relevant to the Services and/or this Contract as may be reasonably requested by the School council's Representative.

6. **PAYMENTS and PAYMENT TERMS**

6.1 The School council shall pay the Contractor the Contract Price in consideration of the performance by the Contractor of the Services, and shall pay valid invoices within 30 days.

6.2 Subject to clause 6.3, the Contract Price is inclusive of all costs and expenses of the Contractor whether foreseen or unforeseen, including without limitation, insurance, duties, impost and taxes which shall be paid by the Contractor.

6.3 Subject to the Contractor issuing a valid tax invoice, if GST is payable by the Contractor under the GST Law on the Services invoiced to the School council under this Contract, then the GST payable shall be paid by the School council to the Contractor.

6.4 Not more than 90% of the Contract Price shall be paid to the Contractor on the dates, or on satisfactory completion of the intervals or other circumstances set out in Schedule 2.

6.5 A final payment of 10% of the Contract Price shall be paid to the Contractor within 30 days of the final invoice, but the final payment shall be subject to the Contractor providing the results for the Students in receipt of the Services to the School council by the due date. The school shall then enter the results into VASS. This clause does not limit the School council's rights to withhold other payments due under this Contract.

6.6 This clause does not limit the School council's other rights in respect of a breach of the Contract. The Contractor acknowledges that failure to provide all the student results by the due date is a breach of this Contract and will cause substantial loss and damage to the School council and the Students.

6.7 The obligation of the School Council to pay the Contractor the Contract Price under clause 6.1 shall not be affected by the failure of a student to successfully commence, participate in or complete any component of the education and training provided under this agreement.

7. **ASSIGNMENT AND SUB CONTRACTING**

7.1 The Contractor shall not assign this Contract in whole or in part or sub contract the performance of any part of the Contract without the prior written consent of the school council which shall be under no obligation to grant any such consent.

7.2 Without limiting the generality of clause 7.1, if the services to be provided under this contract exceed the Contractor's scope of RTO registration, or if for any other reason the Contractor desires to arrange for the provision of some of the services by another provider, the Contractor must obtain the written consent of the School council prior to engaging another provider.

7.3 The School council shall not be under any obligation to grant any consent under clause 7.2.

7.4 At or about the time of seeking the School council's consent under clause 7.2, the Contractor must:

a. provide the School council with:

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

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

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

   (i) clauses similar to 2, 3, 4, 5.2, 5.4, 8.2, 10, 13, 14, 19, 22, 23, 24, 25 and 26 but which refer to the ‘provider’ in place of the ‘Contractor’;

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

   (iii) in place of clause 8.3, a clause which states that the Parties agree that ‘all intellectual property rights created as a direct result of the provision of the services shall vest in the School council, and the Parties agree to effect all documents necessary to assign those rights to the School council’;

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

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

d. if requested by the School council, ensure the School council is a party (and signatory) to the contract with the other provider in respect of the matters listed in 7.4(b); and
7.5 Despite any consent by the School council under this clause and the engagement by the Contractor of another provider to provide services:

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

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

8. INTELLECTUAL PROPERTY AND OWNERSHIP OF WORK

8.1 The ownership of the Background Intellectual Property will remain vested in the owner.

8.2 The Contractor warrants that it is entitled to use any Intellectual Property Right used by it in the provision of the Services.

8.3 All Intellectual Property Rights created as a direct result of the provisions of the Services shall vest in the School council.

8.4 Subject to clause 22, the School council grants to every registered training organisation situated in the State of Victoria a non-exclusive, royalty free license to use the Intellectual Property Rights in any curriculum material, learning resources and assessment materials created as a direct result of the provision of the Services.

9. CONTRACTOR'S CAPACITY

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

10. SPECIFIED PERSONNEL

10.1 The Contractor shall appoint the Specified Personnel as having responsibility for the Services.

10.2 The Contractor shall not substitute other personnel for the Specified Personnel without the School council's written consent. The Contractor may only seek the School council's written consent after the Contractor has complied with clause 3.3(i) of this Contract in relation to substitute Specified Personnel proposed by the Contractor.

10.3 Wherever any of the Specified Personnel are unable to perform any of the Services, the Contractor shall immediately notify the School council and arrange for replacement of that person with a person satisfactory to the School council.

10.4 The School council may at any time by notice in writing to the Contractor require that the Contractor should cease to permit any of the Specified Persons to be engaged in carrying out the Services and in such event the Contractor shall as soon as is practicable cease to provide the service of such person or persons and shall provide the services of such replacement or substitute persons as may be acceptable to the School council.

11. INDEMNITIES AND INSURANCE

11.1 Indemnity

The Contractor hereby indemnifies the School council, its employees, servants and agents, and the State of Victoria and its employees employed in the Department, against all claims, liability or expenses (including legal costs) relating to any injury to a person, damage to property or any other loss directly caused (or to the extent contributed) by any wilful misconduct or negligent act or omission of the Contractor or its employees, servants, agents or subcontractors in providing services under this Contract, except to the extent that the injury, damage or loss is directly caused or contributed to by the negligence of the School council, the State of Victoria, or their employees, servants or agents.

It is not necessary for the School council or the State of Victoria to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

11.2 Insurances

The Contractor shall take out insurance to provide it with at least $10,000,000 (ten million dollars) cover per event in respect of the Services provided under this Contract against liability for:

a. death of or injury of a person; or

b. loss of, destruction of or damage to property;

and upon request shall provide the School council with proof of compliance with this clause.

12. TERMINATION

12.1 This Contract may be terminated:

a. at any time by agreement between the parties.

b. at any time and without notice (except as otherwise stated) by the School council if the Contractor:
   
   (i) becomes or takes any step towards becoming bankrupt or enters or attempts to enter into any composition or arrangement with creditors or being a company enters or takes any step towards entry into liquidation whether voluntary or compulsory (save for the purposes of amalgamation or reconstruction) or has a Receiver or Manager appointed to the whole or any part of its undertaking; or

   (ii) is in default of any term hereof and such default remains unremedied after fourteen days' notice in writing specifying
the default complained of has been given by School council to the Contractor; or
(iii) wholly suspends the performance of the Services; or
(iv) fails to proceed regularly and diligently with performance of the Services; or
(v) if any servant, agent or employee of the contractor is, in the School council's reasonable opinion, guilty of misconduct
in relation to the performance of the Services.

12.2 In the event this Contract is terminated by the School council pursuant to clause 12.1(b), the School council may employ and
pay one or more other persons to carry out and complete the performance of the Services and in so doing may use all or any
Background Intellectual Property and all payments made to every other persons for so doing may be deducted from any sum
due or to become due to the Contractor or recovered from the Contractor as and by way of damages.

13. SCHOOL COUNCIL'S REPRESENTATIVE
The School council's representative is the person for the time being holding the position in clause 14 under the heading
"To the School council".

14. NOTICES
14.1 Any notice given or served by one party upon the other party pursuant to this Contract shall be in writing and may be given
by facsimile transmission, certified mail or hand to that party at the address or addressed to the address, as the case may be,
set out hereunder or by hand personally to any person named hereunder as a recipient for such party -

To the School
(insert name)

To the Contractor
(insert name)
(insert position)
RMIT VET in School
GPO Box 2476V
Melbourne VIC 3001
Facsimile Number (03) 9925 2788

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

15. GOVERNING LAW
This Contract shall be construed according to the laws of the State of Victoria.

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

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

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

19. ACTING ON BEHALF OF SCHOOL COUNCIL
Any right, duty or power (including the right to issue a notice or give any consent) of the School council under this Contract may
be exercised by the School council or its executive officer, or the School council's representative (or the person for the time
holding or acting in that position).

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

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

22. PRIVACY
22.1 The Contractor acknowledges that the School council is bound by the provisions of the Information Privacy Act 2000
as amended from time to time (hereinafter referred to as the IP Act).
22.2 The Contractor acknowledges and agrees to be bound by the Information Privacy Principles under the IP Act and any applicable code of practice as referred to in section 17 of the IP Act (including any applicable code of practice attached to this agreement) with respect to any act done, or practice engaged in by the Contractor for the purposes of this Contract in the same way to the same extent as if the act done, or practice engaged in had been directly done or engaged in by the School council.

22.3 Without limiting the generality of subclauses 22.1 and 22.2, in relation to the collection, management, holding, use, quality, accuracy, disclosure or transfer of any information, the Contractor shall comply with -
   a. the IP Act;
   b. the Information Privacy Principles under the IP Act as amended from time to time; and
   c. any code of practice as referred to in section 17 of the IP Act that applies to the School council or to which the School council is required to comply, including any applicable code of practice attached to this Contract.

22.4 If- 
   a. this contract authorizes or require the Contractor to transfer outside Victoria personal information obtained under this contract, and
   b. Information Privacy Principle 9.1(a) is the only means available to transfer that personal information, and
   c. the intended recipient of the personal information resides outside Victoria and is not subject to a law or binding scheme which effectively upholds principles for fair handling of personal information that are substantially similar to the Information Privacy Principles under the IP Act,


22.5 Clause 22.4 does not apply to any health information within the meaning of the Health Records Act 2000.

23. PUBLISHING CONTRACT INFORMATION
The Contractor consents to the School council, the State of Victoria or the Department publishing (on the internet or otherwise) the name of the Contractor and the contract value together with conditions of this Contract generally.

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

24.2 The confidentiality obligations of the parties under this clause shall not extend to:
   a. Information already in the public domain other than due to a breach of this Contract;
   b. any disclosure required by law;
   c. any disclosure reasonably required in order to comply with a request for information made by the Auditor-General for Victoria; or
   d. information reasonably required in order to publish appropriate and comprehensive performance data relating to the Services under this Contract.

25. ETHICAL EMPLOYMENT
25.1 This clause only applies if the Contract Price is in excess of $100,000 (including GST).

25.2 Definitions
For the purpose of this clause, the following definitions apply.

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

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

Applicable Legislation means:

- Federal Awards (Uniform System) Act 2003 (Vic)
- Outworkers (Improved Protection) Act 2003 (Vic)
- Dangerous Goods Act 1985 (Vic)
- Equipment (Public Safety) Act 1994 (Vic)
- Occupational Health and Safety Act 1985 (Vic)
- Workplace Relations Act 1996 (Cwlth)
- Long Service Leave Act 1992 (Vic)
- similar Acts in States and Territories other than Victoria
- any other legislation designated as Applicable Legislation under the Ethical Purchasing Policy from time to time published by the Victorian Government Purchasing Board on the following site - www.vgpb.vic.gov.au.
Assessment means an assessment by the School council pursuant to the Ethical Purchasing Policy that, in the opinion of the School council, the Contractor does not satisfy the Ethical Employment Standard.

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

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

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

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

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


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

25.3 Supplier to satisfy the Ethical Employment Standard

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

25.4 Satisfaction of the Ethical Employment Standard

The School council may make an assessment if, at any time during the term of the Contract a court, tribunal, commission or board:

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

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

26. TERMINATION FOR FAILURE TO SATISFY ETHICAL EMPLOYMENT STANDARD

26.1 Ethical Employment Standard Not Satisfied

a. If at any time during the term of the Contract, the School council notifies the Contractor in writing that it has made an assessment that an ethical employment standard has not been met, the Contractor must, within 14 days of receipt of such notice, or such longer period agreed by the School council, provide a statutory declaration from a partner, director or company secretary of the Contractor setting out:

(i) any additional information which in the opinion of the Contractor is relevant to the Assessment, including the Contractor’s grounds for any objection to the Assessment;

(ii) details of any information on which the Assessment is based which in the opinion of the Contractor is incorrect, incomplete or otherwise unfairly prejudicial to the Contractor;

(iii) any existing or planned remedial measures which the Contractor has taken or will be taking to prevent a breach or offence similar to the breach or offence on which the Assessment is based from recurring.

b. Following the receipt of the statutory declaration or expiration of the period described in paragraph (a), whichever comes first, the School council may, in its discretion, do one or all of the following:

(i) request the Contractor show cause as to why this Contract should not be suspended or terminated with effect from 14 days; and/or

(ii) suspend the operation of this Contract for a specified period of up to 6 months with 14 days notice; and/or

(iii) terminate this Contract with 14 days notice;

c. In exercising its discretion under paragraph (b), the School council will take into consideration:

(i) whether the Contractor has taken or will take measures which, in the reasonable opinion of the School council, are commensurate with the breach or the offence on which the Assessment is based and can be reasonably expected to prevent such breach or offence from recurring; or

(ii) whether the School council is otherwise satisfied that the Contractor has shown good cause why the Contract should not be suspended or terminated,

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

26.2 Ethical Employment Reference Register

a. If this Contract is terminated pursuant to this clause, the Contractor’s name and details (including its Australian Business Number) will be included in the Ethical Employment Reference Register for a period of 24 months from the date termination takes effect.
b. Victorian Government departments will access the Ethical Employment Reference Register for the purpose of applying the Ethical Purchasing Policy.

c. Inclusion of any details in the Ethical Employment Reference Register will not be used to determine whether the Contractor meets the Ethical Employment Standard or to exclude the Contractor from participation in other Tender Processes.

27. DISPUTE RESOLUTION

27.1 The parties will use their best endeavours to resolve any dispute or difference prior to employing the dispute resolution procedure provided for in this clause.

27.2 Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules.

SCHEDULE 1

DESCRIPTION OF SERVICES

TO BE COMPLETED BY THE REGISTERED TRAINING ORGANISATION IN CONSULTATION WITH THE HOME SCHOOL/S

Please note: record keeping and quality assurance responsibilities are detailed on the Responsibility Matrix which is also attached to the VET Contract.

DETAILS OF VET SERVICES:

1. Description of delivery arrangements:
   a. Fully auspiced
   b. Delivered on RMIT premises by RMIT Staff
   c. Other. Please describe:

2. Learning and Assessment Plan (attached)
   This may be developed by RMIT University or the home school in cooperation with RMIT and must be aligned to the RMIT Program Implementation Plan or variation of that plan.
   Please note that Learning and Assessment Plans should include but are not limited to the following:
   - National Program Code
   - AQF Qualification level if appropriate
   - RMIT Program Code (RMIT University school to provide)
   - Resources and equipment required
   - Any specialist accommodation requirements
   - Occupational Health and Safety Issues identified
   - Delivery style/s e.g. work integrated, classroom based, workshop
   - Dates, times
   - List of competencies/parts of competencies (units) delivered at every session
   - Assessment strategies - linked to elements
   - Learner characteristics and special needs as applicable
   - Delivery style/s e.g. work integrated, classroom based, workshop
   - Assessment strategies/tools - linked to competencies

3. Details of Students: (attached)
   Include: Given name. Family name.

4. Location/s where the training is to be provided (including address and telephone number):

   ..................................................................................................................
SCHEDULE 2

Contract Price

Commencement Date

Completion Date

(Schedule 2 ends here)

Executed as a contract.

SIGNED on behalf of the School (insert school’s name)

ABN .................................................................

On the .................. day of ................................. 2009

By the Principal .................................................. (signature) ................................................. (print name)

In the presence of ........................................... (signature) ................................................. (print name)

Signed for and on behalf of Royal Melbourne Institute of Technology

ABN 49 781 030 034 by a duly authorised officer in the presence of ....

.................................................................

Signature

.................................................................

Name and Title

.................................................................

Witness Signature Name and Title