

Standard VET Purchasing Contract

[Insert School Name]

and

[Insert External Provider Name]

© Independent Schools Victoria 2025

Only Registered Users who have accepted the isConnect Terms of Use are permitted to reproduce and communicate this document, and only for purposes specified in the isConnect Terms of Use. No modification or adaptation of any of the content of this document may be undertaken without the written permission of the copyright owner.

If this notice, and the provisions of the isConnect Terms of Use (as amended from time to time) are inconsistent or in conflict, the provisions of the isConnect Terms of Use (as amended from time to time) prevail to the extent of the inconsistency or conflict.

Version 1.0

VET_VET Standard Purchasing Contract

1. Definitions and interpretations

1.1 Definitions

In this Contract, unless the contrary intention appears:

ASQA means the Australian Skills Quality Authority.

ATAR means the Australian Tertiary Admissions Rank.

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

Confidential Information means, in respect of a party, any technical, scientific, commercial, financial or other information of, about or in any way related to, that party, including any information designated as confidential, by that party and which is disclosed, made available, communicated or delivered to the other party, but excludes information:

- (a) which is in or which subsequently enters the public domain other than as a result of a breach of this Contract.
- (b) which the other party can demonstrate was in its possession prior to the date of the Contract.
- (c) which the other party can demonstrate was independently developed by the other party; or
- (d) which is lawfully obtained by the other party from another person entitled to disclose such information.

Contract means the agreement for the provision of the Services.

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

Dispute means any dispute under or in connection with this Contract.

End Date has the meaning given to that term in Item 5 of Schedule 1.

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

External Provider has the meaning given in Item 3 of Schedule 1.

External Provider Personnel means the individuals listed in Schedule 3.

Fees means the fees payable by the School to the External Provider for the provision of the Services, as specified in the Item 7 of Schedule 1.

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 Schedule 4.

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.

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

Program means a program delivered by the External Provider as set out in Schedule 2.

RTO means a Registered Training Organisation.

Schedule means a schedule to this Contract.

School has the meaning given in Item 1 of Schedule 1.

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 Schedule 5.

School Staff means any personnel employed by the School.

School VET Materials means all documents and other materials produced, prepared, published and/or distributed by the School under this agreement which references VET programs, including but not limited to all marketing materials, communications, course information, correspondence and emails, and website information.

Services means the services (or any of them) specified in Item 6 of Schedule 1.

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.

Start Date has the meaning given to that term in Item 5 of Schedule 1.

Students means the students listed in Schedule 4 enrolled in the Program and includes an International Student.

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

Term means the period commencing on the Start Date and ending on the earlier of the End Date and the date on which this Contract is terminated in accordance with its terms.

VASS means the Victorian Assessment Software System.

VCAA means the Victorian Curriculum and Assessment Authority.

VET means 'vocational education and training', as that term is defined in the *National Vocational Education and Training Regulator Act 2011* (Cth). VET courses are undertaken by secondary school students in Victoria as part of their school program.

VET Accredited Course has the meaning given in the *National Vocational Education and Training Regulator Act 2011* (Cth). **VET Qualification** has the meaning given in the *National Vocational Education and Training Regulator Act 2011* (Cth).

VET Statement of Attainment has the meaning given in the *National Vocational Education and Training Regulator Act 2011* (Cth).

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.

VRQA means the Victorian Registration and Qualifications Authority.

VRQA Guidelines means a guideline developed by the VRQA.

VTAC means the Victorian Tertiary Admissions Centre.

1.2 Interpretation

In this Contract, unless the context otherwise requires:

- (a) 'includes' means includes without limitation;
- (b) a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
- (c) a reference to a policy of any governmental agency includes that policy as modified or replaced.

2. Term and termination

2.1 Term

This Contract commences on the Start Date and continues for the Term, unless terminated earlier in accordance with its terms.

2.2 Termination

- (a) The School may, by providing written notice to the External Provider, terminate this contract:
 - (i) if the External Provider breaches this contract and such breach has not been rectified within 14 days of the School providing written notice to the External Provider to do so; or
 - (ii) immediately without cause by providing not less than 90 days' notice to the External Provider.
- (b) The External Provider may terminate this Contract by providing written notice to the School, if the School breaches this Contract and such breach has not been rectified within 14 days of the External Provider providing written notice to the School to do so, provided that in the event of termination, the External Provider

permits all Students to complete the Program in which they are then enrolled or alternative VET programs acceptable to the Students.

- (c) Termination of this contract under clause 2.2 is without prejudice to any accrued rights of the parties as at the date of termination.

3. Services

3.1 Provision of the Services

- (a) The External Provider must provide the Services to the School in accordance with this Contract.
- (b) The External Provider must perform the Services:
 - (i) 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 for VET Providers*, and otherwise in accordance with all applicable Laws, regulations, and guidelines applicable to the Services;
 - (ii) in a proper, timely and professional manner; and
 - (iii) exercising the degree of care, skill and diligence exercised by an experienced and prudent professional performing services in Australia of a similar nature to the Services.
- (c) During the Term, the External Provider must also:
 - (i) comply with all current Training Package requirements and relevant VCAA requirements (as applicable);
 - (ii) act in good faith and in the best interests of the School;

- (iii) provide all equipment necessary for the performance of the Services, except for items specified in

- (iv) Schedule 8, or as the parties may otherwise agree from time to time; and
 - (v) provide all reasonable assistance and cooperation to the School as may reasonably be requested by the School in relation to the conduct of any audit by the VET regulator in relation to the School.
- (d) If at any time during the Term the External Provider is unable or reasonably expects to become unable to provide any or all of the Services, it must promptly notify the School in writing.
- (e) 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 as part of that consultation that affect the Services are recorded in Schedule 2.
- (f) The School must ensure that all School VET Materials include the name and logo (optional) of the External Provider, and the RTO code (where the External Provider is an RTO).

3.2 External Provider Personnel

- (a) The External Provider must use reasonable endeavours to ensure that the External Provider Personnel are the only persons performing the Services.
- (b) The External Provider may amend the External Provider Personnel with the prior written consent of the School (such consent must not be unreasonably withheld).
- (c) The External Provider must ensure that any replacement or new personnel satisfy the requirements of either clause 5.1(c) or
- (d) (as applicable depending on where the Services are delivered).

- (d) The External Provider must bear all costs incurred in connection with the replacement of any personnel engaged in the performance of the Services.

3.3 Fees, invoicing and payment

- (a) The School must pay the Fees to the External Provider as specified in Item 7 of Schedule 1.
- (b) The External Provider acknowledges and agrees that:
 - (i) all Students are subject to 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
 - (ii) it will not make a claim under the Victorian Training Guarantee in relation to a Student who is ineligible for the Victorian Training Guarantee.
- (c) The External Provider must submit to the School a valid Tax Invoice in respect of Services rendered in accordance with Item 7 of Schedule 1, or in such manner and at such time as agreed by the parties in writing.
- (d) A Tax Invoice submitted for payment by the External Provider must contain all necessary information to constitute a valid Tax Invoice for the purposes of the GST Act, together with such other information as the School may reasonably require.
- (e) Subject to clause 3.3 (c) and (d), the Customer must pay each invoice, without set off or deduction, in the manner and within the time specified in Item 7 of Schedule 1.
- (f) If the School disputes any Tax Invoice:
 - (i) the School must promptly notify the External Provider in writing and in any event within 7 days of receiving the

relevant Tax Invoice. In its notice, the School must specify its reasons for disputing the Tax Invoice.

- (ii) The External Provider must provide all evidence as may reasonably be requested by the School to verify the disputed Tax Invoice;
 - (iii) the School must pay the undisputed amount (if any) of the Tax Invoice; and
 - (iv) the parties must negotiate in good faith and endeavour to resolve the dispute promptly.
- (g) The School may withhold payment of an invoiced amount if the External Provider has not provided sufficient information in accordance with clause 6.1(c) to satisfy the School 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 External Provider has not provided sufficient information.
- (h) The School may set off against any sum owing to the External Provider under this Contract any amount then owing by the External Provider to the School.
- (i) Payment by the School of a Tax 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.

3.4 Supervision of Students

- (a) The External Provider will be responsible for supervising the Students enrolled in a Program whilst they are in receipt of the Services and during any travel by the Students to and from the External Provider's premises (including but not limited to travel between campuses or whilst on excursion).

- (b) The External Provider must promptly notify the School of:
 - (i) any non-attendance and/or repeated non-engagement by any Student in accordance with any reasonable directions given by the School to the External Provider.
 - (ii) any instance of a Student being or becoming unwell while attending the External Provider's premises; and
 - (iii) any actual or perceived danger to any Student in connection with the Student's participation in a Program.
- (c) If a danger to any Student is identified, the External Provider must implement or assist in implementing any measures the School reasonably considers necessary to remove or alleviate that danger or to remove the Student from the danger.

3.5 No Parent Payments

- (a) The External Provider must not request any payments from Students or their families for or in relation to the provision of a Program.
- (b) The School must ensure that all additional costs for materials associated with the VET program such as clothing and equipment are clearly detailed in the marketing information, including and not limited to online publications and student handbooks (electronic and hard copies).

3.6 Loss of Student Numbers

- (a) The Parties acknowledge that each Student may leave a Program at any time.
- (b) If a Student withdraws from a Program after four weeks from the Program's commencement date (or such other time as the parties may agree), the School will not be eligible for any refund of Fees that have already been paid in relation to the

provision of those Services to that Student.

- (c) If a Student withdraws from a Program on or before four weeks from the Program's commencement date (or such other time as the parties may agree), the School is eligible for a refund of Fees that have already been paid in relation to the provision of those Services to that Student in accordance with the clause 3.7.
- (d) The parties must ensure that the refund process is clearly defined in all information regarding the Program.
- (e) If a Program is no longer financially viable to the School to be continued due to the number of Students withdrawing, the Parties must meet to determine an appropriate course of action. Any decision must ensure the Program's completion without disadvantaging the remaining Students.

3.7 Refund for failure to perform

Without limiting any other clause of this Contract, or any other remedy available to the School, if the External Provider fails to perform any of the Services in accordance with this Contract (including if this contract is terminated under clauses 2.2), the School will not be required to pay for those Services. Additionally, the School may, by written notice, require the External Provider 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 refund is paid by the External Provider).

4. Acknowledgements

4.1 Student Suitability

- (a) 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 External Provider.

- (b) The School will be responsible for providing or procuring the provision of advice to Students including but not limited to VCAA VET Program requirements, potential credit contribution of the Program including Block Credit recognition (where relevant), and VTAC policies on, and conditions applicable to, the calculation of the ATAR.

4.2 Particular Student needs

The parties agree that, before entering into this Contract, the School has disclosed to the External Provider the details of any adjustments, measures or other requirements which the External Provider 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:

- (a) the *Disability Standards for Education Act 2005*; and
- (b) the School's Anaphylaxis Management policy (if any).

5. Liability and compliance

5.1 Warranties by the External Provider

- (a) The External Provider represents and warrants to the School that
 - (i) it has the capacity to enter into and to perform its obligations under this Contract;
 - (ii) it is accredited to provide the Services; and

- (iii) all personnel engaged by the External Provider in the performance of the Services are competent and professional with qualifications and experience appropriate to ensure full and proper performance of the Services in accordance with this Contract.
- (b) Without limiting clause 5.1(a), the External Provider represents and warrants to the School that:
 - (i) if the External Provider is an RTO:
 - A. it is registered with the Victorian Registration and Qualifications Authority or the Australian Skills Quality Authority, as applicable; and
 - B. it holds the necessary qualifications and/or units of competency within its scope of registration to provide the Services; and
 - (ii) if the External Provider is not an RTO, it has:
 - A. entered into a contract with an RTO for the provision of the Services;
 - B. ensured that the RTO complies with the requirements set out in clause 5.1(a); and
 - C. disclosed its contract with the RTO to the School.
- (c) Where the delivery of Services to Students occurs on the grounds of a school (as defined in the *Education and Training Reform Act 2006 (Vic)*), the External Provider must ensure that all personnel engaged in the performance of the Services:
 - (i) is 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

- (ii) is 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).
- (d) 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 External Provider must ensure that all personnel engaged in the performance of the Services:
 - (i) 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
 - (ii) are either:
 - A. 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
 - B. have undertaken a satisfactory police records check and have a satisfactory working with children check under the *Working with Children Act 2005 (Vic)*.

5.2 Indemnity

The External Provider must indemnify the School and each of its directors, officers,

employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a result of any failure by the External Provider to provide the Services in accordance with this Contract or any other breach of this Contract by the External Provider.

5.3 Conflicts of interest

The External Provider represents and warrants that:

- (a) neither the External Provider nor any personnel engaged in the performance of the Services has any duty or interest that creates, or could reasonably be expected to create, a conflict of interest with the External Provider's obligations under this Contract; and
- (b) during the Term, neither the External Provider nor personnel engaged in the performance of the Services will undertake any action that results in a duty or interest that creates, or could reasonably be expected to create, a conflict with the External Provider's obligations under this Contract.

5.4 Duty of Care and child safety

- (a) The parties acknowledge and agree that the School has a duty of care to ensure the safety and well-being of all Students and is committed to maintaining a child-safe environment, including by:
 - (i) protecting Students from abuse or harm in the school environment;
 - (ii) managing the risk of child abuse; and
 - (iii) 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 under all applicable child safety laws.

- (b) The External Provider acknowledges that the School and School Staff are required to comply with all applicable child safety laws and the School's child safety policies.
- (c) The External Provider must at all times comply with:
 - (i) the School's duty of care obligations;
 - (ii) all applicable laws, regulations, and guidelines relating to child safety; and
 - (iii) the School policies and procedures relating to child safety,

in each case as amended from time to time.

- (d) The External Provider must immediately provide the School with copies of any documents or information in respect of any compliance action taken by any regulatory authority in connection with child safety against the External Provider.
- (e) The External Provider must, and must procure that the External Provider's Personnel does, comply with any reasonable direction by the School in respect of compliance by the School with applicable child safety laws or any relevant School child safety policies.
- (f) The School may terminate this Contract immediately if, in the School's reasonable opinion, the School determines at any time that:
 - (i) there is a breach of any child safety laws caused by, or in any way connected with, the External Provider; or
 - (ii) the External Provider is not suitable to engage in Child-connected work for the purposes of the School and School Staff's compliance with child safety laws or relevant School child safety policies (if any).

5.5 Compliance with laws and policies

- (a) The External Provider must, in the provision of the Services, comply with all School's policies notified by the School, all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of the Services.
- (b) Without limitation to clause 5.5(a), the External Provider must ensure that, in respect of its employees and contractors and any other persons engaged by it to provide the Services, it:
 - (i) complies with the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*;
 - (ii) insures against its liability to pay compensation whether under legislation or otherwise; and
 - (iii) produces to the School on request any certificates or like documentation required by the *Accident Compensation Act 1985 (Vic)*.

5.6 Privacy

- (a) The External Provider 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 External Provider under or in connection with this Contract.
- (b) The External Provider must at all times comply with the School's policies relating to the collection, use, storage and disposal of Student records and data.

6. Records, notices and access

6.1 Records and Provision of Information

- (a) The External Provider must record and monitor the attendances and engagement of the Students in accordance with all applicable reporting requirements of the National Centre for Vocational Education Research (NCVER) and the VET Regulator.
- (b) The External Provider must notify the School 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 and any relevant VCAA requirements (as applicable) 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).
- (c) The External Provider must provide the School with all reports, data or other information that the School may request to enable it to:
 - (i) adequately assess the performance of the External Provider; or
 - (ii) monitor Student attendance and engagement.
- (d) During the Term and for seven years thereafter (or such longer period required by Law), the External Provider must keep adequate accounts and records of:
 - (i) all Services supplied under this Contract; and
 - (ii) all associated records including all supporting materials used to generate and substantiate invoices submitted

in respect of Services supplied under this Contract.

- (e) The External Provider must provide student results and appropriate certification to the School as specified in Schedule 5.

6.2 Notice of Changes

- (a) If there is any change to the registration status of the External Provider or any matters disclosed by the External Provider, the External Provider must immediately notify the School of that change. If the Services are provided under a third party contract with an RTO and there is any relevant change to the registration status of the RTO, the External Provider must immediately notify the School of that change.
- (b) The External Provider must give the School reasonable notice if the External Provider proposes to change which elective units will be available for a Program.
- (c) The School must not amend, or allow other parties to amend, a Student's results for a Program without the agreement of the External Provider.
- (d) If the School becomes aware that a Student may seek late attainment of a competency, the School must notify the External Provider prior to the expiry of this Contract.

6.3 Student complaints and appeals

The parties agree that Students may make complaints and appeals through the External Provider, using processes which the External Provider is required to 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).

6.4 Access to premises

- (a) The External Provider must permit the School and its employees, agents and representatives access to any premises of the External Provider where the Services are being provided.
- (b) The External Provider must promptly repair any damage it causes to the School's premises or property.

7. Intellectual Property Rights

- (a) The External Provider represents and warrants that it is entitled to use all Intellectual Property Rights used by it in the provision of the Services and that in performing its obligations under this Contract the External Provider will not infringe the Intellectual Property Rights of any person. The External Provider will indemnify the School against all costs, expenses and liabilities arising out of a breach of this clause.
- (b) The External Provider owns all Intellectual Property Rights in all things produced or developed by the External Provider in the performance of the Services, either alone or in conjunction with the School or any third party.
- (c) The School ensures that any documentation provided by the External Provider for the purposes of the provision of Services will be used solely for that purposes.
- (d) Where the School provides the External Provider any materials related to the performance of the Services, the School grants the External Provider a royalty-free, non-transferrable, non-exclusive licence to use, copy, reproduce and adapt such materials only

for the purposes of performing the Services.

- (e) Where the School is also an RTO, then the School agrees that no use of, or reference to, may be made in respect of any materials produced by, and/or for, the External Provider in any future applications by the School for extension to its scope of registration.

8. **International Students**

- (a) This clause 8 only applies in circumstances where the School has enrolled International Students in the Program.
- (b) The External Provider 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.
- (c) The External Provider is aware that each School that has International Students enrolled, has an International Student Coordinator.
- (d) The School's International Student Coordinator is specified in Item 2 of Schedule 5.
- (e) The External Provider represents and 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
- (f) School Policies or Procedures related to International Students (if any).
- (g) The External Provider agrees to provide International Students with access to any reasonable support identified by the

School, the School's International Coordinator or the External Provider to support International Students to achieve expected learning outcomes, at no additional cost to the School or the International Student.

- (h) The External Provider must immediately notify the School's International Student Coordinator if the External Provider has identified an International Student is unwell in accordance with clause 3.4(b).
 - (i) The External Provider 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 External Provider.
- (j) The External Provider must record International Student attendance and participation in class for the Services being delivered by the External Provider for which the student is enrolled and report on the attendance and participation records to the International Student Coordinator.
- (k) The External Provider must provide reports and notifications in accordance with Item 2 of Schedule 5 to this Contract, to the School's International Student Coordinator.
- (l) The External Provider agrees that any complaints and appeals in relation to International Students must be made in accordance with the School's International Student Complaints and Appeals Policy (if any).

9. Confidential Information

- (a) Neither party may use any Confidential Information except as genuinely and necessarily required for the purpose of this Contract and neither party may disclose any Confidential Information to a third party.
- (b) The obligations on the parties under clause 9(a) will not be breached if information:
 - (i) is disclosed to an employee or agent of that party for the provision of the Services;
 - (ii) is authorised or required by law to be disclosed; or
 - (iii) is used or disclosed in the course of any legal proceedings in relation to the enforcement or interpretation of this contract or for the purposes of receiving legal advice in relation to any such matter.

10. Insurance

- (a) The External Provider must obtain and maintain appropriate insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the External Provider is liable in connection with the provision of the Services, including professional indemnity and public and products liability insurance.
- (b) On request, the External Provider must provide the School with evidence satisfactory to the School of the currency of any insurance it is required to obtain.

11. Disputes

- (a) If any Dispute arises which is not able to be resolved by the School and the External Provider within 14 days, the parties will promptly meet and discuss in good faith with a view to resolving such Dispute.
- (b) If any Dispute is unable to be resolved within 14 days of being referred to the parties under clause 11(a), 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.
- (c) If the parties fail to settle any Dispute in accordance with clause 11(b) the parties agree to submit the Dispute for resolution by 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.
- (d) The parties to a Dispute will continue to perform their respective obligations under this Contract, pending the resolution of a Dispute under clauses 11(a), (b), and (c).

12. Other

12.1 No sub-contracting

- (a) The External Provider must not subcontract any of its obligations under this contract (including the performance of the Services) without the prior written consent of the School (which such consent may be given or withheld at the School's sole discretion).
- (b) If the School grants consent, the External Provider remains fully responsible for the performance of its obligations under this Contract and is liable for all acts,

omissions, and defaults of any subcontractor as if they were the External Provider's own.

- (c) The terms on which the External Provider appoints any subcontractor must impose equivalent obligations on the subcontractor as those which apply to the External Provider under this Contract.
- (d) The External Provider may seek the School's consent to sub-contract by using the form in Schedule 6.

12.2 No assignment

No party may assign or novate its rights and obligations under this Contract without the prior written approval of the other party.

12.3 Variations

- (a) No variation of this Contract is binding unless it is agreed in writing and signed by the parties.
- (b) The parties may use the form in Schedule 7 to vary this Contract.

12.4 Notices

Any notices to be issued under this Contract must be in writing and be sent to the party's representative as set out in Item 2 and 4 of Schedule 1.

12.5 Representatives

Each party's representative as named in Item 2 and Item 4 of Schedule 1 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.

12.6 GST

- (a) Terms used in this clause have the same meanings given to them in the GST Act.

- (b) 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.
- (c) If GST is imposed on any supply made under or in accordance with this contract, 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.

12.7 Governing law

- (a) This Contract will be governed by the Laws of Victoria, Australia and the parties submit to the jurisdiction of the courts of Victoria, Australia in respect of all matters arising under or relating to it.
- (b) 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.
- (c) These clauses survive the expiration or earlier termination of this contract: clause 1, 2.2(c), 3.3(h) and (i), 3.7, 5.1(a) and (b), 5.2, 5.3, 6.1, 6.3, 7, 9, 11, 12.2, 12.4 and 12.7.

12.8 Order of Precedence

- (a) This Contract is comprised of the following items:
 - (i) the terms and conditions contained in the clauses of this contract
 - (ii) the Schedules to this Contract.
- (b) In the event of any conflict or inconsistency between any part of the items mentioned in clause

12.8(a) then the material mentioned in any one of section (1) to (4) has precedence over material mentioned in a subsequent section to the extent of the conflict or inconsistency.

12.9 Further action

Each party must do all things and execute all further documents necessary to give full effect to this Contract.

12.10 Entire agreement

This Contract is the entire agreement between the parties for the Services and supersedes all previous agreements, proposals, representations, correspondence and discussions in connection with the Services.

12.11 Counterparts

This Contract may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument.

Schedule 1

Contract Details

Item 1	School	[insert name and address]
Item 2	School Representative	[insert name, position, address and contact details]
Item 3	External Provider	<p>[insert name, and address of the External Provider. Where the External Provider is the RTO, also insert the RTO code]</p> <p>Where the External Provider is providing the Services under a third party arrangement with an RTO, insert the name of the RTO and the RTO code.</p>
Item 4	External Provider Representative	[insert name, position, address and contact details]
Item 5	Term	<p>This Contract starts on ## [insert date] (Start Date).</p> <p>This Contract ends on ## [insert date] (End Date) (unless terminated earlier in accordance with its terms).</p>
Item 6	Services	To provide the Programs to the Students.
Item 7	Fees	<p>[Example Only - parties to insert details]</p> <p>Total Fee \$ (including GST) for the Term payable as follows:</p> <p>[x]% of Fee payable [x]working days after start of school term 1</p> <p>[x]% of Fee payable [x]working days after start of school term 2</p> <p>[x]% of Fee payable [x]working days after start of school term 3</p> <p>[x]% of Fee payable [x]working days after start of school term 4</p> <p>[x]% of Fee payable [x]working days after receipt of final Student results</p>

Schedule 2
Program Details

Qualification Code and Title:

Unit Code	Title of Unit of Competency (UOC)	Nominal Hours	Delivery Site External Provider School TTC	Scored Assessment (Yes or No)	Number of Enrolments

For Delivery Sites other than the School's premises:

Unit Code	Site of Delivery	Venue Address	Contact Person	Contact Number

--	--	--	--	--

Schedule 3

External Provider Personnel (to be completed by the External Provider)

Only the personnel of the External Provider specified in the table below are to perform the education, training, assessment or other specified VET services with enrolled students of the school. Where the personnel are engaged in providing the Services on a school site, they will require VIT registration.

Name of Trainer/Assessor	Role	Qualifications and Experience	Program being delivered	Police Records Check and Working with Children Check compliance or evidence of VIT Registration provided, as applicable (see clauses 5.1(c) and (d))

Schedule 4

Student Details

(see table below for International Students)

Qualification Code and Title	Given Name	Family Name	Victorian Student Number	Unique Student Identifier

International Student Details (if applicable)

[To be completed by the school - guidance notes for schools only. International student for the purposes of this schedule is intended to only include students that hold a student visa of a subclass 500 or 571 ***schools*** sector visas where the student is the primary holder of the subclass visa and not dependent on their parent's student visa.]

Qualification Code and Title	Given Name	Family Name	Victorian Student Number	Unique Student Identifier

--	--	--	--	--

Schedule 5

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)	<<Two weeks before the deadline for VET Certificate Enrolments to be entered on the VASS database for targeted VET funding purposes>>
Student Results Semester 1	<<School to negotiate with External Provider>>
Mid-Year Student Progress Report	<<School to negotiate with External Provider>>
Students Results Semester 2	<<Two weeks before the final deadline for VCAA Results>>
End of Year Student Report	<<School to negotiate with External Provider>>
Issuing of Statements of Attainment / Certificates	<<School to negotiate with External Provider>>

Item 2. International Student Reporting Requirements (delete if not applicable)

In accordance with clause 8 of the Contract, these are the additional reporting requirements for when there are international students enrolled in the Program.

The International Student Coordinator's details are:

Name: [insert name]
 Position: [insert position] [
 Phone: [insert phone number]
 Email: [insert email address]

Deliverable	Reporting Schedule
Monitoring International Student attendance and engagement in the course (Clause 8(j))	Fortnightly External Provider to provide fortnightly written reports to the School's International Student Coordinator by email.
Notification to School's International Student Coordinator when the External Provider has identified the student may be at risk of not meeting course requirements including attendance or engagement; and/or that further support for the International Student may be required to assist them to meet the course requirements. (further support may include student support or access to additional facilities, equipment, learning, library resources or premises) (Clause 8(i))	As needed External Provider to notify the School's International Student Coordinator by email or phone.
Notification to School's International Student Coordinator of International Student being unwell. (Clause 8(h))	Immediately External Provider to notify the School's International Student Coordinator by email or phone.

Schedule 6

Request by External Provider to sub-contract VET services

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

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

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

Subcontracted External Provider: _____

Where the External Provider is a RTO:

RTO Code: _____

(See RTO registration on training.gov.au)

Registering Body (select one): ASQA / VRQA

School Approval

Signed: _____

(School Representative)

Print name: _____

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	Police Records Check and Working with Children Check compliance or VIT Registration Provided, as applicable (see clauses 5.1(c) and (d))

Schedule 7
Contract Variation Notice

Date:

To: [Insert Name of External Provider]

[Insert Address of External Provider]

[Insert name of School] hereby confirms that pursuant to clause **Error! Reference source not found.** of the VET Purchasing Contract between [insert name of School] and [insert name of External Provider] dated [insert date of contract] the delivery of the Services is varied as follows:

Variation	Details	School Endorsement	External Provider Endorsement and RTO endorsement (as applicable)
Student enrolments /withdrawals			
Program Content – Competencies			
Commencement and Completion Dates			
Delivery Arrangements			
Fees			
Changes to Trainers/staff			

Actions required to address variation(s)

Other Specifications:

School signature

Print Name

Date

External Provider Authorised Signatory

Print Name

Position

Date

Schedule 8

Equipment provided by School

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

Executed as an agreement

Signed by the School

School Representative Signature

Print Name

Position

In the presence of

Witness Signature

Print Name

Position

Date:

Signed by the-External Provider

External Provider Signature

Print Name

Position

In the presence of

Witness Signature

Print Name

Position

Date:

