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COMMERCIAL – IN - CONFIDENCE

AGREEMENT

**(Subcontracted Delivery by 2nd Party Organisation)
Registration Number: xxxXxxxx**

Between

**The State of Queensland by the Department of
Education, Training and the Arts through
Tropical North Queensland Institute of TAFE
(ABN 54 456 676 679)**

And

**The Contractor
(ABN:xxxxxxxxxx)**

CONTENTS

1	DEFINITIONS AND INTERPRETATION	3
2	INTENT	4
3	TERM.....	4
4	THE SUBCONTRACTOR’S OBLIGATIONS	4
5	THE PRINCIPAL RTO’S OBLIGATIONS	5
6	FEES AND PAYMENT	6
7	AGREEMENT VARIATIONS	6
8	TRAINING DELIVERY LOCATIONS	6
9	CHANGES TO SPECIFIED DELIVERY STAFF	6
10	ADDITIONAL SUBCONTRACTORS	6
11	TERMINATION	7
12	REDUCTION OR EXTENSION OF TRAINING DELIVERY	7
13	SUPPLY OF ACCREDITED TRAINING PRODUCT	7
14	INTELLECTUAL PROPERTY RIGHTS	7
15	UNAUTHORISED COPIES, MODIFICATIONS & ADAPTATIONS OF TRAINING PRODUCTS	8
16	COMPLIANCE MONITORING.....	8
17	ACCESS TO THE SUBCONTRACTOR’S PREMISES	9
18	CONFLICT OF INTEREST	9
19	DISPUTE RESOLUTION.....	9
20	INDEMNITY	10
21	CONSENT TO MAKE PUBLIC STATEMENTS.....	11
22	ASSIGNMENT AND NOVATION.....	11
23	APPROVAL AND CONSENTS.....	11
24	CONFIDENTIALITY	11
25	ENTIRE AGREEMENT	11
26	FREEDOM OF INFORMATION.....	11

27 WAIVER..... 11

28 GOVERNING LAW 12

29 GOODS AND SERVICES TAX..... 12

30 NOTICES..... 12

31 PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION 13

2nd PARTY DELIVERY SCHEDULE (1)

THIS Agreement is made

BETWEEN: The State of Queensland through Tropical North Queensland Institute of TAFE
("the Principal RTO")

AND: ("the Subcontractor")

collectively referred to as "the Parties"

THE PARTIES AGREE AS FOLLOWS:**1 DEFINITIONS and INTERPRETATION**

In this Agreement, unless the context otherwise requires, the following expressions will have the following respective meanings:

"**Accredited Course**" means a structured sequence of vocational education and training that leads to an Australian Qualification Framework (AQF) qualification or Statement of Attainment.

"**Agreement**" means this document including the Appendices and Delivery Schedule/s.

"**Australian Quality Training Framework (AQTF)**" means the nationally agreed quality framework for the Australian Vocational Education and Training System.

"**Australian Qualification Framework (AQF)**" means a comprehensive policy framework defining all qualifications recognised nationally in post-compulsory education and training within Australia. The Australian Qualifications Framework comprises guidelines that define each Qualification together with principles and protocols covering articulation, issuance of a Qualification, and transition arrangements.

"**Authorised Site**" is the site that the Principal RTO has identified and ensured compliance with all relevant legislation, regulatory requirements, professional standards and guidelines about health, personal care, physical environment and safety systems.

"**Contextualise**" means to make minor modifications to the Training Product to suit specific industry, enterprise or learner needs without affecting the integrity of the learning outcomes and their relationship to competency standards where they exist.

"**Delivery Schedule/s**" means the document or documents appended to the end of this Agreement detailing the delivery, assessment, logistical, administrative and financial details specific to the Training Project/s. The Delivery Schedule/s are executed separately and take existing terms as authority for contractual obligations of both parties, unless otherwise stated in the Delivery Schedule/s.

"**Intellectual Property Rights**" includes all copyright and all rights in relation to registered and unregistered trademarks (including services marks), registered designs and confidential information (including trade secrets and know-how) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

"**Physical resources**" means the equipment and resources specified in the Delivery Schedule/s.

"**Specified Delivery Staff**" means staff to be employed by the Subcontractor possessing the minimum educational qualifications and experience in each Delivery Schedule by the Subcontractor.

"**Students**" mean the students receiving the training.

"**Target/Client Group**" means the students specified in each Delivery Schedule that should primarily benefit from the delivery of the training.

"**Training Delivery Location**" means the geographical location where the training has been authorised by the Principal RTO as specified in each attached Delivery Schedule.

“**Training**” means the delivery of and assessment of the accredited course/s specified in each Delivery Schedule.

“**Training Product**” means the training, training resources including intellectual property, and associated student administration related to the accredited course/s.

“**Training Project**” means the delivery of the training product/s with specified outcomes over a specified time period and for a specified fee as detailed in the Delivery Schedule/s.

In this Agreement:

- a a reference to a person includes a reference to corporations and other entities recognised by law;
- b the singular includes the plural and vice versa;
- c words importing one gender include all other genders;
- d headings have been inserted for ease of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement;
- e a reference to an Act includes all rules, regulations, ordinances or by-laws made pursuant to it and any legislation amending, consolidating or replacing it; and
- f where a word or phrase is given a particular meaning in this Agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- g the Appendices Delivery Schedule/s form part of the Agreement.

2 INTENT

The intent of this Agreement is to specify the contractual obligations of both parties in relation to training project/s for the term specified in clause 3 below. The details of each Training Project shall be specified in a Delivery Schedule.

3 TERM

The Term of this Agreement shall commence xxxx and expire xxxx.

4 THE SUBCONTRACTOR'S OBLIGATIONS

The Subcontractor will:

4.1 Delivery

- 4.1.1 Deliver all training and conduct appropriate assessments for each Training Project as detailed in the Delivery Schedule attached.
 - 4.1.2 Incur all costs associated with the delivery of the training and assessment, including teaching, venue and the maintenance of the required records. Maintain all records in relation to the training including student Attendance Records for all classes. Attendance Records are to be made available at the request of the Principal RTO. These Records are to be archived at the Principal RTO.
 - 4.1.3 Maintain a Principal RTO approved Program of Study File and student records, including copies of all completed assessment cover sheets and training plan for each student, and to return these documents to the Principal RTO upon completion of each unit of competency or the termination of the Agreement.
 - 4.1.4 On the student's commencement date fax the completed enrolment forms to the Principal RTO. Within 7 days forward original copies of enrolment forms, student personal detail forms and training plans.
 - 4.1.5 Comply with the reasonable directions given by the Principal RTO from time to time in relation to the training requirements of any student and to provide timely opportunities for students to undertake assessment.
 - 4.1.6 Complete Final Grade Record documentation on completion of the assessment of each unit of competency and forward to the Principal RTO within 7 days.
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- 4.1.7 Follow the Principal RTO's refund and withdrawal policies and advise promptly of all incidents of non-attendance by students so that appropriate withdrawals can be completed.
- 4.1.8 In all advertising and promotion of training:
- (a) Obtain approval from the Principal RTO.
 - (b) Acknowledge Tropical North Queensland Institute of TAFE as the Registered Training Organisation.

4.2 Human and Physical Resources

- 4.2.1 Provide to the Principal RTO for approval prior to the commencement of the training as outlined in each Delivery Schedule:
- (a) A completed Staff Profile for input to the Principal RTO's Teacher Profile Management System.
 - (b) Certified copies of the qualifications of delivery staff listed to deliver and /or assess.
 - (c) If applicable, strategy for supervision of delivery staff without BSZ40198 or equivalent by someone with qualification.
 - (d) Written confirmation that a criminal convictions check has been completed through Queensland Police Service for all delivery staff or individual copies of the Suitability Card for Child Related Employment issued by the Commission for Children and Young People.
 - (e) A list of all physical resources employed for the delivery and assessment of the training.
- 4.2.2 Provide the necessary supervision and working conditions to meet the specified requirements within the Workplace Health and Safety Act 1995 or Acts in succession for people in live-work situations.

4.3 Training Legislation and Standards for Principal RTO

- 4.3.1 Comply with the twelve (12) Standards for Registered Training Organisations under the Australian Quality Training Framework and have evidence available for audit by the Principal RTO.
- 4.3.2 Comply with the provisions of the Vocational Education, Training and Employment Act 2000 and have evidence available for audit by the Principal RTO.

4.4 Other Legislation

- 4.4.1 Comply with any other legislation relevant to the operation of a Principal RTO.

4.5 Information Requests

- 4.5.1 Provide to the Principal RTO prior to the signing of this Agreement a certificate of currency for public liability insurance cover for a minimum of \$10 million. Currency must be maintained for the duration of this Agreement.
- 4.5.2 Provide to the Principal RTO prior to the signing of this Agreement a certificate of currency for Workcover Insurance. Currency must be maintained for the duration of this Agreement.
- 4.5.3 Respond promptly to the Principal RTO's request for information associated with the training.

5 THE PRINCIPAL RTO'S OBLIGATIONS

The Principal RTO will:

- 5.1 Manage all student administration regarding enrolment, issuing of Statement of Attainments and results of assessment.
- 5.2 Provide induction and mentoring for delivery staff in relation to the twelve nationally recognised standards of the Australian Quality Training Framework (AQTF). Mentoring will also be provided in developing training plans and determining the recognition of prior learning needs of the students.
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5.3 Provide learning and assessment guides as specified in each attached Delivery Schedule.

6 FEES AND PAYMENT

6.1 Each attached Delivery Schedule outlines the payment structure, delivery strategies and condition/specification requirements for payment.

6.2 The Principal RTO will pay to the Subcontractor the amount of each invoice, as per each attached Delivery Schedule.

7 AGREEMENT VARIATIONS

7.1 The Subcontractor must obtain the written approval of the Principal RTO to any variations of this Agreement, prior to the commencement of the training to which the variation will apply. All variation requests may be approved or declined at the absolute discretion of the Principal RTO.

7.2 The Subcontractor acknowledges that a variation to this Agreement will not be valid unless the Principal RTO agrees to it in writing.

8 TRAINING DELIVERY LOCATIONS

The Subcontractor agrees that it shall not use the Training Product or conduct any training based on the Training Product at any locations other than those specified in each attached Delivery Schedule.

9 CHANGES TO SPECIFIED DELIVERY STAFF

9.1 The Subcontractor agrees that the specified delivery staff will be employed to perform work in relation to the training delivery in accordance with this Agreement.

9.2 Where specified delivery staff within 4.2.1 are unable to perform the work, the Subcontractor agrees to:

(a) Notify the Principal RTO immediately.

(b) Obtain prior written approval before replacing, changing or adding any delivery staff.

(c) Meet all requirements under clause 4.2.1.

9.3 The Principal RTO may, at its absolute discretion, request the Subcontractor to remove specified delivery staff from work in relation to the training delivery.

9.4 Where clauses 9.2 or 9.3 apply, the Principal RTO may request the Subcontractor to provide replacement delivery staff acceptable to the Principal RTO at no additional cost and at the earliest opportunity.

9.5 If the Subcontractor does not comply with any request made under clause 9.4 the Principal RTO may terminate this Agreement in accordance with the provisions of clause 11.

10 ADDITIONAL SUBCONTRACTORS

10.1 The Subcontractor agrees to use the specified delivery staff employed by the Subcontractor and will not further subcontract any part of the training delivery without prior approval in writing from the Principal RTO.

10.2 The Principal RTO may impose any terms and conditions it considers appropriate when giving its approval under clause 10.1.

10.3 Despite any approval given by the Principal RTO, the Subcontractor will be responsible for ensuring the suitability of an additional sub-contractor for the work proposed to be carried out and for ensuring that such work meets the requirements of the Agreement.

11 TERMINATION

- 11.1 Either party may terminate this Agreement with 3 months notice in writing. Where notice has been given under this clause, both Parties will use their best endeavours to achieve a smooth transition to the party or organisation succeeding the Subcontractor.
- 11.2 The Principal RTO may also by notice terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Subcontractor:
- (a) Being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Law, or an order has been made for the purpose of placing the corporation under external administration; or
 - (b) Being an individual becomes bankrupt or enters into a scheme of arrangement with creditors.
- 11.3 Upon receipt of a notice of termination the Subcontractor agrees to:
- (a) stop work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination and to protect the Principal RTO Material and Contract Material; and
 - (c) continue work on any part of the training delivery not affected by the notice.
- 11.4 Where there has been a termination under clause 11.1, the Principal RTO will be liable only for payments and assistance under clause 6.1 for services rendered before the effective date of termination.

12 REDUCTION OR EXTENSION OF TRAINING DELIVERY

- 12.1 The Principal RTO may by written notice extend or reduce the scope of the training delivery.
- 12.2 All extension of training delivery will be documented as additional delivery schedules.
- 12.3 Where there has been a reduction in the scope of the Training, the Principal RTO's liability for payment and assistance under clause 6.1 will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Training.
- 12.4 The Principal RTO will not be liable to pay compensation under clause 3 in an amount which would, in addition to any amounts paid or due, or becoming due, to the Subcontractor under this Agreement, together exceed the payments set out in each attached Delivery Schedule.
- 12.5 The Subcontractor will not be entitled to compensation for loss of prospective profits.
- 12.6 Where the Principal RTO assumes responsibility for completion of delivery and incurs additional costs above the total amount stated in the Delivery Schedule as a result of under performance up to the effective date of termination, the Principal RTO will be entitled to recover those additional costs from the Subcontractor.

13 SUPPLY OF ACCREDITED TRAINING PRODUCT

The Principal RTO shall supply to the Subcontractor the Accredited Training Product in the format specified in each attached Delivery Schedule.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Subcontractor acknowledges that this Agreement: -
- (a) does not transfer any ownership of the Intellectual Property Rights in the Training Product to the Subcontractor; and
 - (b) that any new Intellectual Property Rights in any contextualisation of the Training
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Product made by the Subcontractor (including future copyright) are hereby assigned by the Subcontractor to the Principal RTO.

- 14.2 The Subcontractor must not: -
- (a) use, copy, reproduce, contextualise, modify or adapt the Training Product or any part of it otherwise than in accordance with the Agreement documented in the Delivery Schedule;
 - (b) sell or sub-licence the Training Product in whole or in part (or any copy thereof);
 - (c) supply the Training Product or any part of it (or any copy thereof) for re-sale; or
 - (d) otherwise infringe the Principal RTO's Intellectual Property Rights in the Training Product;
- without the express prior written consent of the Principal RTO.
- 14.3 The Subcontractor undertakes not to disclose the Training Product to any person other than for the purposes set out in this Agreement, and not to make any copies available to any person other than for such purposes either before or after the termination of the Agreement.
- 14.4 The Subcontractor undertakes to take all such reasonable steps as may be necessary to ensure that any of its employees, delivery staff, agents and subcontractors: -
- (a) do not disclose the Accredited Training Product to any person other than for the purposes set out in this Contract;
 - (b) do not make copies of, reproduce, modify or adapt the Accredited Training Product or any part of it, or use same otherwise than for the purposes set out in this Agreement; and
 - (c) do not otherwise infringe the Principal RTO's Intellectual Property Rights in the Accredited Training Product, either before or after the termination of the Agreement.
- 14.5 The obligations contained in clauses 14.2, 14.3 and 14.4 shall survive any termination of this Agreement.

15 UNAUTHORISED COPIES, MODIFICATIONS & ADAPTATIONS OF TRAINING PRODUCTS

- 15.1 The Subcontractor agrees to establish and maintain procedures to secure copies against loss and unauthorised access, use, modification or disclosure.
- 15.2 In the event that the Principal RTO has reasonable grounds for believing that the Subcontractor has made any unauthorised copy of the Training Product or part of it or a modification or an adaptation of it, the Principal RTO will require the Subcontractor to immediately satisfy the Principal RTO that it has taken or will take such steps as are necessary to immediately rectify the unauthorised activity and will immediately deliver all unauthorised copies, modifications or adaptations to the Principal RTO.
- 15.3 The Subcontractor agrees that it shall co-operate fully with the representatives of the Principal RTO acting pursuant to clause 15.1.
- 15.4 Upon the expiration or termination of this Agreement, the Subcontractor agrees to deliver to the Principal RTO all copies.

16 COMPLIANCE MONITORING

16.1 Audit

- 16.1.1 The Principal RTO has the right to conduct any type of audit or training evaluation of the Subcontractor to ensure compliance with the terms and conditions of this Agreement.

16.2 Cost

- 16.2.1 Where the Principal RTO conducts an audit or training evaluation to investigate whether non-compliance of this Agreement has been rectified, the Subcontractor will be liable to immediately pay the Principal RTO the full cost of conducting the non-compliance audit or training evaluation.

17 ACCESS TO THE SUBCONTRACTOR'S PREMISES

- 17.1 The Subcontractor grants to the Principal RTO and any of its officers an irrevocable licence to enter and remain in any premises on which any records are kept and stored for the following purposes:
- (a) To locate and inspect all records;
 - (b) To obtain full disclosure by interviewing all directors, managers, delivery staff, students, employees or subcontractors of the Subcontractor regarding any matters relevant to this Agreement;
 - (c) To take copies of any physical or electronic records and to remove those copies; and
 - (d) To verify the accuracy of any reports, claims or other communication made by or on behalf of the Subcontractor to the Principal RTO under this Agreement.
- 17.2 The Subcontractor must ensure that it and its employees make available proper access to all physical and electronic records and answer completely and accurately any requests for information necessary for the Principal RTO to perform any of the activities referred to in clause 17.1. Failure by the Subcontractor to comply with the Clause will constitute a fundamental breach of this Agreement.

18 CONFLICT OF INTEREST

- 18.1 The Subcontractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict with the interests of the Principal RTO exists or is likely to arise in the performance of the training delivery.
- 18.2 If, during the performance of the training delivery, a conflict of interest arises, or appears likely to arise, the Subcontractor agrees to:
- (a) notify the Principal RTO immediately in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) take such steps as the Principal RTO may reasonably require resolving or otherwise dealing with the conflict.
- 18.3 If the Subcontractor does not notify the Principal RTO or is unable or unwilling to resolve or deal with the conflict as required, the Principal RTO may terminate this Agreement in accordance with the provisions of clause 11.
- 18.4 The Subcontractor agrees that it will not, and will use its best endeavours to ensure that any delivery staff, employees, agents or subcontractors of the Subcontractor do not, engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict the Subcontractor in providing the training delivery to the Principal RTO fairly and independently.

19 DISPUTE RESOLUTION

19.1 Action Required

The Parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- 19.1.1 First, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
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- 19.1.2 Secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
- 19.1.3 Thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- 19.1.4 Lastly, either party may commence legal proceedings if:
 - (i) There is no resolution or agreement; or
 - (ii) There is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days.

19.2 Business as usual

- 19.2.1 Despite the existence of a dispute, the Subcontractor will, unless requested in writing not to do so, continue to perform the Training.

19.3 Exclusions

- 19.3.1 This clause 19 does not apply to:
 - (a) Action by either party under or purportedly under clause 11; or
 - (b) Either party commencing legal proceedings for urgent interlocutory relief.

20 INDEMNITY

20.1 General Indemnity

- 20.1.1 The Subcontractor agrees to indemnify the Principal RTO from and against any:
 - (a) liability incurred by the Principal RTO;
 - (b) loss of, or damage to, property of the Principal RTO; or
 - (c) loss or expense incurred by the Principal RTO in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Principal RTO,arising from:
 - (i) any act or omission by the Subcontractor, its delivery staff, employees, agents or subcontractors in connection with this Agreement;
 - (ii) any breach by the Subcontractor of its obligations or warranties under this Agreement;
 - (iii) any use or disclosure by the Subcontractor, its delivery staff, employees, agents or subcontractors of Personal Information held or controlled in connection with this Agreement.

20.2 Limitation

- 20.2.1 The Subcontractor's liability to indemnify the Principal RTO under clause 20 will be reduced proportionately to the extent that any negligent act or omission of the Principal RTO contributed to the relevant liability, loss or damage, or loss or expense.
 - 20.2.2 The right of the Principal RTO to be indemnified under clause 20 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Principal RTO is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.
 - 20.2.3 In this clause 20, the Principal RTO includes officers, employees and agents of the Principal RTO.
 - 20.2.4 This clause 20 will survive the expiration or termination of this Agreement.
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21 CONSENT TO MAKE PUBLIC STATEMENTS

The Subcontractor must not make any public statement in relation to this Agreement without first obtaining the written consent of the Principal RTO.

22 ASSIGNMENT AND NOVATION

22.1 The Subcontractor cannot assign its obligations and agrees not to assign its rights under this Agreement without, in either case, prior approval in writing from the Principal RTO.

22.2 The Subcontractor agrees not to consult with any other person for the purposes of entering into an arrangement that will require novation of the Agreement without first consulting the State of Queensland through the Principal RTO.

22.3 The assignment will be effective from the date specified in the notice of assignment (Notice) sent to the Subcontractor and signed by the State of Queensland or the acceptance by the Subcontractor of any payment from the State of Queensland in relation to this Agreement, whichever occurs first (Assignment Date).

22.4 The assumption of all obligations by the State of Queensland will be effective from the date specified in the Notice, or if not specified, from the Assignment Date.

22.5 This clause is made for the benefit of, and is enforceable by, the State of Queensland.

23 APPROVAL AND CONSENTS

Whenever under this Agreement the Subcontractor is required to obtain the consent or approval of the Principal RTO of any act, matter or thing, such consent or approval may be granted or withheld at the absolute discretion of the Principal RTO or granted subject to such conditions as the Principal RTO may in its absolute discretion require.

24 CONFIDENTIALITY

The parties shall not, except as expressly authorised by the other party or required by law, reveal to any person any of the confidential operations, dealings, or affairs of the other which may come to its knowledge through carrying out of the Agreement and without limitation to the foregoing, shall not use or attempt to use any information or knowledge aforesaid in any manner which may injure or cause loss either directly or indirectly to the other. The parties shall ensure that their servants and agents also observe the provisions of this clause.

25 ENTIRE AGREEMENT

The terms of the Agreement between the Parties are those contained in this Agreement and no written or oral agreement, arrangement, or understanding made between the parties prior to the date of this Agreement will in any way be read or incorporated into this Agreement.

26 FREEDOM OF INFORMATION

The Subcontractor acknowledges that information provided by it to the Principal RTO in relation to this Agreement may be subject to disclosure under the Freedom of Information Act 1992.

27 WAIVER

27.1 If a party does not exercise, or delays in exercising, any of its rights, that failure or delay does not operate as a waiver of those rights.

27.2 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

27.3 In this clause 27, 'rights' means rights or remedies provided by this Agreement or at law.

28 GOVERNING LAW

This Agreement will be governed by and construed according to the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of Queensland.

29 GOODS AND SERVICES TAX

29.1 In this clause "GST", "supplier" and "tax invoice" have the same meaning as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("the GST legislation").

29.2 The Subcontractor acknowledges that in terms of the GST legislation it will, under this Agreement, be a "supplier" and may be required to pay GST to the Commissioner of Taxation.

29.3 The parties acknowledge that all prices under this Agreement are GST exclusive.

30 NOTICES

Any notice, application, request or consent ("notice") required to be made or given under this Agreement will not be valid unless it is in writing and forwarded to the following respective addresses. For the avoidance or settlement of disputes, and for the better management of this Agreement, the Parties each nominate the following contact persons:

The State of Queensland through Tropical North Queensland Institute of TAFE (The Principal RTO)		
Name	Ana Rodger	Ph 07 4042 2668
Position	A/ Deputy Institute Director	Fax 07 4042 2428
Address	PMB 1 CAIRNS QLD 4870	Email: ana.rodger@det.qld.gov.au
The Subcontractor		
Name		Ph
Position		Fax
Address		Email:

A notice will be deemed to have been given:

- (a) if sent by prepaid mail, on the business day following its posting;
- (b) if delivered, on the date of delivery; or
- (c) if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine.
- (d) If email, upon an apparently successful transmission being noted by the sender's computer

31 PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION

31.1.1 In this clause, personal information is any information (fact or opinion) that readily identifies a person – such as name, address, age, payroll number, education standards/qualifications, physical characteristics, employment history, financial status, licence number, religion, health information or relationship details.

31.1.2 Where the Subcontractor has access to personal information in order to fulfil its obligations under this contract, it must:

- (a) Where the Subcontractor is responsible for holding personal information, ensure that personal information is protected against loss, unauthorised access, use, modification or disclosure, and other misuse.
- (b) Where the Subcontractor is required to collect personal information from any individual for the purposes of the contract, provide a notice to the individual in the form and manner advised by the Principal RTO.
- (c) Not use personal information other than for the purposes of the contract, unless required or authorised by law.
- (d) Not disclose personal information without the written agreement of the Contract Manager or any other persons authorised in writing by the Principal RTO, unless required or authorised by law.
- (e) Ensure that only authorised personnel have access to personal information.
- (f) Immediately notify the Principal RTO if it becomes aware that a disclosure of personal information is, or may be, required or authorised by law.
- (g) Make its employees, agents and subcontractors aware of the Subcontractor's obligations under this clause including, when requested by the Principal RTO, requiring those employees, agents and subcontractors to promptly sign a Privacy Deed.
- (h) Indemnify the State for any liability arising from a breach by the Subcontractor of this clause notwithstanding any other provision of this Agreement, and
- (i) Comply with such other privacy and security measures as the Principal RTO reasonably advises the Subcontractor in writing from time to time.

31.1.3 The Subcontractor must immediately notify the Principal RTO if it becomes aware of any breach of the above clause.

Delegated Contact Officers		
Key Area	RTO Delegated Contact	Subcontractor Contact
Enrolment and Administration		
Teaching/mentoring of Delivery Staff and Management Issues		
Audit Issues	Lisa Kinbacher 07 4042 2488	
Finance & Legal Issues	Ana Rodger 07 4042 2668	

Subcontractor - Responsibilities	Principal RTO - Responsibilities
<p>Student Selection</p> <ul style="list-style-type: none"> • Provide selection criteria & client information as required under AQTF. • Advertise courses. • Develop training plan for each student. 	<p>Student Selection</p> <ul style="list-style-type: none"> • Support and guide the Subcontractor in the student selection process. • Support the Subcontractor in developing student training plans and determining the recognition of prior learning (RPL) needs of the students.
<p>Enrolment</p> <ul style="list-style-type: none"> • Assist students with the process. • Initiate quality procedure as per program of study file procedure. • Determine RPL needs of students. • Determine Cross Credit needs of students. • Assist students to provide appropriate documentation for RPL & Cross Credit process. • Distribute study guides & assessments to students. 	<p>Enrolment</p> <ul style="list-style-type: none"> • Provide the student details and subject selection. • Enroll students. • Produce student rolls. • Provide program of study file procedure. • Provide mentoring and support for RPL and Cross Credit processes. • Grant RPL and Cross Credit if students meet the eligibility criteria.
<p>Training and Assessment</p> <ul style="list-style-type: none"> • Meets requirement for authorised site. • Delivery of classroom & on-the-job training within the recognised standards of the Australian Quality Training Framework (AQTF). • Mark all student assessment items. • Provide for all off the job assessment. • Progressively assess each student's achievement of competencies & report to the Principal RTO half yearly. • Conduct written, practical and verbal assessments as identified in the Principal RTO's assessment plan. • Ensure all assessments are documented. 	<p>Training and Assessment</p> <ul style="list-style-type: none"> • Provide mentoring for delivery staff in relation to the recognised standards of the AQTF. • Provide discussion with teachers/educator either via phone or email.
<p>Development of Resources</p> <ul style="list-style-type: none"> • Contribute to the development and improvement of learning resources and assessment material. 	
<p>Moderation</p>	<p>Moderation</p>

Subcontractor - Responsibilities	Principal RTO - Responsibilities
<ul style="list-style-type: none"> • Every 20 weeks provide TNQIT with 3 randomly selected pieces of assessment from each competency. • Actively participate in moderation of assessment and course delivery through meetings between schools. 	<ul style="list-style-type: none"> • Review of assessments to confirm consistency.

Requirements For Authorised Site

An authorised residential site is a site that is deemed to be a suitable site for training. This site is one that has identified and ensured compliance with all relevant legislation, regulatory requirements, professional standards, and guidelines about health, personal care, physical environment and safe systems.

Physical Resources available at each site

It is agreed by the Provider that a list of the Physical Resources available at each site will be provided to the Principal RTO prior to any participant commencing the course.

Essential	Desirable
Equipment	Equipment
Teaching aids	Teaching aids
Consumables	Consumables
Library resources	Library resources
Computers / Office	Computers / Office

AQTF and 2nd Party Contract Audit Schedule:

Activity	Location	Delegated Officers	Date/Time
AQTF and TNQIT Quality Policies & Procedures Induction			
1 st year – 3 month commencement audit			
Yearly Audit			

Payment Schedule				
Payment No.	Explanation	Invoice Date	Amount	No of Days to Pay from Event/Invoice Date

EXECUTION

The Parties agree to contents of this Delivery Schedule and acknowledge that the contents are supplementary to the rights, obligations, terms and conditions described in the Agreement executed prior to or simultaneously with this document.

Party	Name of Signing Authority	Signature	Date
Principal RTO			
Subcontractor			