



Victorian
Catholic
Education
Authority

Vocational Education and Training Agreement

School:

Trainer Assessor Group (eduClick) (91530)

Vocational Education and Training Agreement

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Details

Date

Parties

School Name

Name	Zane Davidson (eduClick)
ABN	34 690 189 238
Short form name	eduClick 91530

Background

- A The School wishes to engage the RTO to provide certain services to the School.
- B The RTO has agreed to provide certain services to the School on the terms of this Agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Agreement means this agreement for the provision of the Services comprised of these terms and conditions and the Schedules.

Agreement details means Schedule 1 of this Agreement.

AQTF Standards means the Australian Quality Training Framework Essential Conditions and Standards for Continuing Registration standards made by the National Skills Standards Council, as made, modified or replaced from time to time.

ASQA means the Australian Skills Quality Authority.

Child Safe Standards means the Child Safe Standards issued under the *Child Wellbeing and Safety Act 2005* (Vic), as amended or updated from time to time.

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

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

Disability Standards for Education 2005 means the standards of that name issued under the *Disability Discrimination Act 1992* (Cth).

Fees means the fees payable to the RTO for the provision of the Services specified in Item 7 of the Agreement Details.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual property rights include 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).

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

Privacy laws include the *Privacy Act 1988* (Cth), the *Health Records Act 2001* (Vic) and any other applicable codes, laws or legislation.

Program means a program delivered by the RTO and forming part of the Services as specified in the Program Details.

Program details means Schedule 2 of this Agreement.

RTO means the registered training organisation supplying the Services under this Agreement specified in Item 3 the Agreement Details.

RTO personnel means the personnel of the RTO specified in the Program Details.

RTO Standards means the Standards for Registered Training Organisations (RTOs) 2015 issued under the *National Vocational Education and Training Regulator Act 2011* (Cth), and refers to those standards as made, modified or replaced from time to time.

Schedule means a schedule to this Agreement.

School means the Victorian Catholic school specified in Item 1 of the Agreement Details.

Services means the services (or any of them) specified in Item 6 of the Agreement Details.

Students means the students (including International Students) enrolled at the School and listed in the Program Details.

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

Term means the term of this Agreement specified in Item 5 of the Agreement Details.

VASS means the Victorian Assessment Software System.

VET means vocational education and training courses undertaken by secondary school students as part of their school program, 'vocational education and training' being defined 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* (Vic) to government subsidised training that can be accessed in accordance with that Act and a VET funding contract as defined in section 1.1.3 of that Act.

VIT means the Victorian Institute of Teaching.

VRQA means the Victorian Registration and Qualifications Authority.

VRQA Guidelines means a guideline developed by the VRQA, as made, modified or replaced from time to time.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) headings are for ease of reference only and do not affect the meaning of this agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this agreement and a reference to this agreement includes any schedules and annexures;
- (e) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;

- (f) a reference to A\$, \$A, dollar or \$ is a reference to Australian currency;
- (g) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (h) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;
- (i) a reference to a party includes its executors, administrators, successors and permitted assigns; and
- (j) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable.

2. Provision of the services

- (a) The RTO must provide the Services to the School in accordance with this Agreement and must:
 - (i) provide the Services in accordance with the RTO Standards, the AQTF Standards or the VRQA Guidelines (as applicable);
 - (ii) provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
 - (iii) ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
 - (iv) act in good faith and in the best interests of the School; and
 - (v) provide any and all equipment necessary for the performance of the Services, or as the parties may agree from time to time.
 - (vi) comply with the School's applicable standards and policies as notified to the RTO from time to time, including standards and policies relating to:
 - (A) security of premises; and
 - (B) occupational health and safety.
- (b) If at any time during the Term the RTO is unable or is likely to become unable to provide any or all of the Services, it must immediately notify the School.
- (c) The parties agree that they have consulted with each other as to the suitability of the Program and the content of the training and assessment materials for the School's curriculum.
- (d) The parties agree that if the RTO is delivering the Services to International Students (either exclusively or in addition to Students), the additional terms and conditions in Schedule 3 also apply to the delivery of those Services.

3. Fees

- (a) The Fees applicable to the Services are fixed.
- (b) The RTO acknowledges and agrees that:

- (i) all Students are subject to all eligibility criteria for the Victorian Training Guarantee, including that a Student enrolled at a school (except a school-based apprentice or trainee) is not eligible for the Victorian Training Guarantee; and
- (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.

4. Invoicing and payment

- (a) The RTO must submit to the School a Tax Invoice in respect of the Services as set out in Item 7 of the Agreement Details, or at such other time or times as agreed by the parties. A Tax Invoice submitted for payment must contain the information necessary to be a Tax Invoice for the purposes of the GST Act together with such other information as the School may reasonably require and be sent to the address specified in Item 1 of the Agreement Details.
- (b) The School will pay the invoiced amount within 30 days of receipt of an invoice. However, if the School disputes the invoiced amount, it must pay the undisputed amount (if any) and notify the RTO of the amount the School believes is due for payment. The parties will endeavour to resolve any such dispute, and the School may withhold payment of the disputed amount pending resolution of the dispute.
- (c) The School may withhold payment of an invoiced amount if the RTO has not provided sufficient information in accordance with clause 11(c) to satisfy the School that the Services have been performed in accordance with this Agreement. For the avoidance of doubt, the invoiced amount withheld does not need to relate to the Services for which the RTO has not provided sufficient information.
- (d) The School may set off against any sum owing to the RTO under this Agreement any amount then owing by the RTO to the School.
- (e) Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Agreement but must be taken only as payment on account.

5. Delivery of the services

The RTO warrants that:

- (a) it is accredited and approved to deliver the Services; and
- (b) without limitation to clause 5(a):
 - (i) it is registered with the VRQA or the ASQA (as appropriate); and
 - (ii) it has the qualifications and/or units of competency to provide the Services on its scope of registration.
- (c) Where the delivery of Services to Students occurs at a location on the grounds of a school (as defined in the *Education and Training Reform Act 2006* (Vic)), the RTO must ensure that the RTO Personnel and any other person responsible for or involved in the provision of such Services:
 - (i) are qualified and experienced in accordance with the RTO Standards or the AQTF Standards (as applicable); and
 - (ii) are registered with the VIT (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 RTO must ensure that the RTO Personnel and any other person responsible for or involved in the provision of such Services:
 - (i) are qualified and experienced in accordance with the RTO Standards or the AQTF Standards (as applicable); and
 - (ii) are either:
 - (A) registered with the VIT (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 record check and have a satisfactory working with children check under the *Worker Screening Act 2020* (Vic).
- (e) The RTO warrants that:
 - (i) to the best of its knowledge the RTO or its employees do not have any duties or interests that will create, or may reasonably be expected to create, a conflict with the RTO's obligations under this Agreement; and
 - (ii) during the Term neither it nor its employees will do anything that will result in the RTO or its employees having a duty or interest that will create, or may reasonably be expected to create, a conflict with the RTO's obligations under this Agreement.

6. Replacement personnel

- (a) If the RTO Personnel or any other person responsible for delivering the Services to Students are unavailable to provide the Services for unforeseen reasons, the RTO must ensure that any replacement personnel satisfy the requirements of either clause 15 or 16 (as applicable depending on the location where the delivery of the Services occurs).
- (b) The RTO bears all costs in connection with providing any and all replacement personnel.

7. Student suitability

The parties agree that they have consulted with each other to establish the suitability of the Students for enrolment in the relevant Programs, and that this consultation has included reference to any applicable policies of the RTO.

8. Supervision of students

- (a) The RTO will be responsible for the supervision of the Students enrolled in a Program whilst they are in receipt of the Services.
- (b) The supervision includes, but is not limited to:
 - (i) while Services are being provided at the School's premises;
 - (ii) while Services are being provided at any premises external to the School; and
 - (iii) travel by the Students from the RTO's premises including but not limited to travel between campuses or excursions.
- (c) The RTO must promptly notify the School of any non-attendance and/or repeated non-engagement in accordance with any reasonable directions given by the School to the RTO.

- (d) The RTO must immediately notify the School as soon as it becomes aware of any danger to any Student in connection with the Student's participation in a Program.
- (e) If a danger to any student has been identified, the RTO must implement or assist in implementing any arrangements considered reasonably necessary by the School to remove or alleviate that danger or remove a Student from that danger.
- (f) The RTO must immediately notify the School if a Student appears to be unwell while attending the RTO's premises.

9. Child Safe Standards

- (a) The parties acknowledge and agree that the School is committed to:
 - (i) creating child safe environments; and
 - (ii) protecting its students from abuse or harm in the school environment, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents or allegations of child abuse in accordance with their legal obligations.
- (b) The RTO acknowledges that the School and its staff are required to comply with their legal obligations in relation to the matters in clause 9(a).
- (c) The RTO must:
 - (i) comply with the Child Safe Standards;
 - (ii) comply with any relevant School child safety policies; and
 - (iii) comply with any reasonable direction by the School in respect to compliance by the School, School staff and/or the RTO with the Child Safe Standards, any child safety laws or any relevant School child safety policies.
- (d) The School may terminate this Agreement immediately if, in the School's reasonable opinion, it determines at any time that:
 - (i) there is a breach of the Child Safe Standards or any child safety laws caused by, or in any way connected with, the RTO; or
 - (ii) the RTO is not suitable for the purposes of the School and School staff's compliance with the Child Safe Standards, any child safety laws and/or relevant School child safety policies.

10. Records and provision of information

- (a) The RTO must record and monitor the attendances and engagement of the Students.
- (b) The RTO must notify the School as soon as practicable if it forms the view that the Program in any way fails, or is likely to fail, to meet the relevant requirements of the RTO Standards or the AQTF Standards (as applicable).
- (c) The RTO 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 RTO; or
 - (ii) monitor Student attendance and engagement.
- (d) During the Term and for seven years after expiry or termination, the RTO must keep accounts and records of:

- (i) all Services supplied under this Agreement; and
 - (ii) all associated records including all supporting materials used to generate and substantiate invoices submitted in respect of Services supplied under this Agreement.
- (e) The RTO must provide student results and appropriate certification to the School as specified in the Program Details.

11. Notice of changes

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

12. Access to premises

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

13. No student or parent payments

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

14. Particular student needs

The parties agree that, before entering into this Agreement, the School disclosed to the RTO the details of any adjustments, measures or other requirements which the RTO must comply with or accommodate (as relevant) in the delivery of the Services in respect of one or more Students for the purpose of compliance with:

- (a) the Disability Standards for Education 2005; and
- (b) the School's anaphylaxis management policy.

15. Intellectual property rights

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

16. Compliance with laws and policies

- (a) The RTO must, in the provision of the Services, comply with all Laws and with the lawful requirements or policy of any governmental agency affecting or applicable to the provision of the Services, including but not limited to occupational health and safety.
- (b) Without limitation to clause 17(a), the RTO 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 *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

17. First aid

Without limitation to any other clause of this Agreement, the parties agree to comply with any relevant School first aid policy.

18. Confidential information

Neither party may use any confidential information of the other party except as genuinely and necessarily required for the purpose of this Agreement and neither party may disclose any confidential information of the other party except:

- (a) to an employee, agent or adviser of that party, on a 'need to know' and confidential basis; or
- (b) as required by law or a court order.

19. Insurance

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

20. Privacy

The RTO agrees to be bound by the Privacy Laws in respect of any act done or practice engaged in for the purposes of this Agreement.

21. Indemnity

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

22. No sub-contracting

- (a) Except as expressly provided in this Agreement, the RTO must not sub-contract to any third person any of its obligations under this Agreement without the prior written consent of the School (eduClick will at times subcontract aspects of this course to its partner RTO SAVILE Learning)
- (b) The RTO will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the RTO itself.

23. Variations

Any variation to this Agreement must be in writing and signed by the parties.

24. 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 (or such other time as the parties may agree) from the Program's commencement date, the School will not be eligible for any refund.
- (c) If a Program is no longer viable to be continued due to the number of Students leaving, the parties must meet to determine a new course of action, provided that any action must facilitate the Program's completion without any disadvantage to remaining Students.

25. Refund for failure to perform

Without limiting any other clause of this Agreement, or any other remedy the School may have, if the RTO fails to perform any of the Services in accordance with this Agreement, the School will not be required to pay for those Services and may, by notice in writing, require the RTO to refund all Fees previously paid in respect of those Services.

26. Termination

- (a) The School may terminate this Agreement:
 - (i) upon giving written notice to the RTO if the RTO is in breach of this Agreement and (where the breach is capable of rectification) has not rectified that breach within 14 days of the School giving written notice to the RTO requiring rectification of that breach; or
 - (ii) without cause by giving the RTO 90 days' notice in writing.
- (b) The RTO may terminate this Agreement upon giving written notice to the School if the School is in breach of this Agreement and (where the breach is capable of rectification) has not rectified that breach within 14 days of the RTO giving written notice to the School requiring rectification of that breach, on condition that provision is made allowing all Students to complete the program in which they are then enrolled or alternative VET programs acceptable to the Students; or
- (c) Any termination of this Agreement under clause 26(a) or 26(b) is without prejudice to any accrued rights of the parties as at the date of termination.

27. Notices

Any notices to be issued under this Agreement must be in writing and be sent to the party's representative as set out in the Agreement Details.

28. Disputes

- (a) If any dispute arises under or in connection with this Agreement (**Dispute**) which is not able to be resolved by the School and the RTO within 14 days, the nominated senior executive officer (or equivalent) of each of the School and the RTO 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 nominated senior executive officers under clause 28(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 28(b), the parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
- (d) The parties to a Dispute will continue to perform their respective obligations under this Agreement, pending the resolution of a Dispute under clauses 28(a), 28(b) and 28(c).

29. Student complaints and appeals

The parties agree that Students may make complaints and appeals through the RTO, using processes which the RTO is required have in accordance with the RTO Standards or the AQTF Standards (as applicable).

30. Representatives

Each party's representative as named in the Agreement Details may exercise all of the powers and functions of his or her party under this Agreement other than the power to amend this Agreement. Each party may change their representative by written notice to the other party.

31. 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 Agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this Agreement, 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.

32. General

- (a) This Agreement will be governed by the Laws of Victoria.

- (b) The parties acknowledge and agree that nothing in this Agreement constitutes any relationship of employer and employee, principal and agent, partnership or joint venture between the parties.
- (c) Any variation to this Agreement must be in writing and signed by the parties.
- (d) Any term which by its nature is intended to do so will survive the termination or expiry of this Agreement and may be enforced at any time.

Signing page

EXECUTED as an agreement.

Signed for and on behalf of **the school**

Signature of officer

Signature of witness

Name of officer (print)

Signed for and on behalf of **eduClick**

Signature of officer

Signature of witness

Zane Davidson

Name of officer (print)

CEO

Name of witness (print)

Office held

Date

Schedule 1 – Agreement details

Item 1	School	
Item 2	School Representative	
Item 3	RTO	eduClick 91530, 26/131 Hyde St Yarraville
Item 4	RTO Representative	Zane Davidson CEO 0455716777
Item 5	Term	From signing the agreement to 31.12.2027
Item 6	Services	To provide the Program/s to the Students including training and assessment and resources.
Item 7	Fees	Total Fee \$ 625 for the Term payable as follows: 100% of Fee payable 30 days after start of school term 2 Invoices will be sent at the start of term 2 2027 and payable 30 days after
Item 8	International Student Coordinator	

Schedule 2 – Program details

1. Unit delivery and assessment details

Unit code	Title of unit of competency	Nominal hours	Delivery site	Scored assessment (Yes or No)	Enrolment numbers
HLTWHS001	Participate in workplace health and safety	20	School	N	TBC by school
BSBINS201	Process and maintain workplace information	30	School	N	TBC by school
BSBTEC201	Use business software applications	60	School	N	TBC by school
BSBOPS101	Use business resources	15	School	N	TBC by school
SITXFSA005	Use hygienic practices for food safety	15	School	N	TBC by school
HLTFSE001	Follow basic food safety practices	30	School	N	TBC by school
HLTAID011	Provide First Aid	18	School	N	TBC by school
SITHFAB021	Provide Responsible Service of Alcohol	10	School	N	TBC by school
CPCWHS1001	Prepare to work safely in the construction industry	6	School	N	TBC by school

2. RTO personnel

To be completed by the RTO.

Only the personnel of the RTO specified in the table below are to perform the education, training, assessment or other specified VET services with Students of the School.

Name	Position	Education	Police check and Working with Children Check or evidence of VIT registration
Zane Davidson	Chief Executive Officer / Director Owner	Masters of Education Bachelor of Education Bachelor of Human Movement	Yes, will be provided
Clair Davidson	Curriculum Manager / Director Owner	Masters of Education Bachelor of Human Movement	Yes, will be provided
Hayley Jessup	Digital Content Developer	Bachelor of Visual Arts in Film-making and Photography Masters in Primary School Education Micro-Masters in Instructional Design	Yes, will be provided
Wayne Spackman	Quality and Compliance Manager	Bachelor of Business Vocational Graduate Certificate in Competitive Enterprise Diploma of Vocational Education and Training Diploma of Training Design and Development	Yes, will be provided
Travis Dangstorp	BRM / Trainer Assessor	Certificate IV in Training and Assessment Graduate Diploma of Education Bachelor of Arts Prepare to Work Safely in the Construction Industry (White Card)	Yes, will be provided
Jared Roscioli	BRM / Trainer Assessor	Bachelor of Arts	Yes, will be provided

		Masters of Education TAE Assessor Skill Set Prepare to Work Safely in the Construction Industry (White Card)	
Xavier Dowling	BRM / Trainer Assessor	Bachelor of Education Prepare to Work Safely in the Construction Industry (White Card)	Yes, will be provided
Alysha Carden-David	Staff Welfare Officer	Certificate IV in Training and Assessment	Yes, will be provided
Belinda Cachia	Student administrator	Diploma of Information Technology	Yes, will be provided
Ben Grimshaw	Trainer Assessor	Certificate IV in Training and Assessment Certificate IV in Correctional Management Certificate III in Health and Fitness First Aid levels 1, 2 & 3	Yes, will be provided
Danien Manfre	Trainer Assessor	Certificate IV in Training and Assessment Diploma of Resort Management Certificate II in Maritime Operations First Aid levels 1, 2 & 3	Yes, will be provided
Dean Howard	Trainer Assessor	Certificate IV in Training and Assessment Certificate IV Plumbing Services Certificate III in Plumbing (Trade certificate) First Aid levels 1, 2 & 3 Responsible Service of Alcohol Prepare to Work Safely in the Construction Industry (White Card)	Yes, will be provided

Joshua Russo	Trainer Assessor	Certificate IV in Training and Assessment Diploma of Education Bachelor of Applied Science Certificate III in Sport and Recreation First Aid levels 1, 2 & 3	Yes, will be provided
Kim Sanders	Trainer Assessor	Certificate IV in Training and Assessment Certificate III in Hospitality (Chef) Certificate II in Retail Operations First Aid levels 1, 2 & 3 Responsible Service of Alcohol Food Safety Supervisor Certificate	Yes, will be provided
Leigh Saliba	Trainer Assessor	Diploma of Training Design and Development Certificate III in Sport and Recreation First Aid levels 1, 2 & 3 Prepare to Work Safely in the Construction Industry (White Card)	Yes, will be provided
Mark Frances	Trainer Assessor	Certificate IV in Training and Assessment Bachelor of Science Bachelor of Paramedical Science First Aid levels 1, 2 & 3 Prepare to Work Safely in the Construction Industry (White Card)	Yes, will be provided
Martin Wawrzynczak	Trainer Assessor	Certificate IV in Training and Assessment Graduate Diploma in Education Bachelor of Applied Science Bachelor of Exercise Science	Yes will be provided

		Bachelor of Business First Aid levels 1, 2 & 3	
Matthew McGlone	Trainer Assessor	Certificate IV in Training and Assessment First Aid levels 1, 2 & 3 Responsible Service of Alcohol Food Safety Supervisor Certificate	Yes, will be provided
Nurettin Irgat	Trainer Assessor	Certificate IV in Training and Assessment Graduate Diploma of Secondary Education Bachelor of Applied Science Certificate III in Sport and Recreation Food Safety Supervisor Certificate Responsible Service of Alcohol First Aid levels 1, 2 & 3	Yes, will be provided
Steven Ware	Trainer Assessor	Certificate IV in Training and Assessment Bachelor of Education First Aid levels 1, 2 & 3 Wilderness First Aid Food Safety Supervisor Certificate	Yes, will be provided

3. Student details (including international students)

To be completed by the school any time after signing of the agreement. This is the school's responsibility.

Qualification code and title	Given name	Family name	Victorian Student Number (VSN)

4. 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)	The RTO and school will confirm Student enrolments throughout the training period which can vary from school to school
Student Results Semester 1	School to negotiate with RTO when results are sent
Mid-Year Student Progress Report	School to negotiate with RTO when results are sent
Students Results Semester 2	School to negotiate with RTO when results are sent
Issuing of Statements of Attainment / Certificates	School to negotiate with RTO when results are sent

FEES

FEES – ex GST are all fees

Course	Payment to RTO per student
VCEVM Micro-credentials and resources	\$625ps

Payment terms

A signed electronic order has been provided by the school or an order in writing has been communicated to eduClick to confirm commitment.

This is confirmation of the order and payment is required by the school on the above information.

Numbers may be adjusted based on student movement however this must be agreed in writing by both parties.

If this is not agreed in writing by both parties then full payment is required based on the order form electronically signed.

Upon completing the electronic order form, the school will commit to eduClick (Trainer and Assessor group Pty Ltd) for the training period.

The school will be issued an invoice on April 1st and payable 30 days after. The school pays the RTO directly.

This payment is not dependent upon any department of education payments to a school.

Cooling off period

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

Payment Schedule

The school will be issued an invoice on April 1st and payable 30 days after. The school pays the RTO directly.

Note: Part payments can be made if requested and the schedule above however schools will generally be invoiced once if they do not ask

Schedule 3 – Terms and conditions for international students

1. Interpretation

These additional conditions apply where the school has enrolled International Students in the Program.

2. Qualifications

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

3. International student coordinator

- (a) The RTO is aware that each School that has International Students enrolled has an International Student Coordinator responsible for that cohort of Students.
- (b) The International Student Coordinator is specified in Item 8 of the Agreement Details.

4. International student requirements

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

5. Supervision of students

- (a) The RTO must immediately notify the International Student Coordinator if the RTO has identified an International Student is unwell.
- (b) The RTO must notify the International Student Coordinator of matters involving International Students when:
 - (i) an International Student is at risk of not meeting their course progress or attendance requirements; or
 - (ii) whether further support may be required to assist the International Student to complete the course delivered by the RTO.

6. Notification and reporting requirements

- (a) The RTO must record International Student attendance and participation in class for the Services being delivered by the RTO for which the student is enrolled; and

- (b) Report on the attendance and participation records to the International Student Coordinator fortnightly.

9. Definitions

In this Schedule:

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

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

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