



Contractual Agreement for the Provision of Training and Assessment Services

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1. The Date

The date of this agreement is the _____ day of _____ 2007

2. The Parties

The parties to this agreement are

Pty Ltd

Trading as of

-and-

The Employer: _____ (ACN _____) (ABN _____)

Business Address:

3. The Background

3.1 _____ carries on the business of a training organisation providing training and consulting services to employers throughout Australia and is registered as such with the State Government.

3.2 The Client has requested to provide training and assessment services to its employees and, on the completion of training, to provide nationally accredited certification appropriate to the level of competence reached.

3.3 _____ has agreed to provide the appropriate training, assessment and certification programme (the Services)

3.4 The parties wish to record their agreement in writing.

IT IS AGREED AS FOLLOWS:

Initial Client:

RTO:

Definitions:

4. Unless the subject matter or context require otherwise, in this Agreement, including the background, schedules, and appendices, if any, the following words or expressions will have the following meanings:
- a. *Client* means any person, firm or corporation, employer, jointly and severally if there is more than one, acquiring goods or training services from;
 - b. *Confidential Information* means any information whether written or otherwise, which is not publicly available;
 - c. *Course* means the training course that is being provided by;
 - d. *G.S.T.* has the same meaning as within the G.S.T. Act;
 - e. *G.S.T. Act* means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended);
 - f. *R.T.O.* means Registered Training Organisation;
 - g. *Training and Assessment Services* means the provision of services by the The RTO to the Client in accordance with this Agreement;
 - h. means Pty Ltd as Trustee for the t/as, its employees, servants and agents;
 - i. *Tax Invoice* has the same meaning as within the G.S.T. Act;
 - j. *Trainee Folders* means the folders that house the trainee details, RPL application initial application form, training visit report forms, proposed delivery mode training form and copy of preliminary assessment form;
 - k. *Trainee* means a person who has signed a traineeship agreement and is to be trained by;
 - l. *Training Materials* includes, but is not limited to, Unit Workbooks, Session Plans, Documentation and the like;
 - m. *Unit of Competency* means the actual unit in which a Trainee will be trained in and be assessed as competent once certain standards have been met;

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- n. expressions used in this Agreement, including the background, schedules, and appendices, if any and also in the G.S.T. Act have the same meanings as when used in the G.S.T. Act;
- o. any reference to a person includes a partnership and a body whether corporate or otherwise, and vice versa;
- p. any references to any party includes references to any agents, servants or employees of such party;
- q. any word importing a gender includes the other and vice versa;
- r. any word importing the plural includes the singular and vice versa;

5. The Operative Part - Responsibilities

will:

- 5.1 Provide the Services in accordance with relevant National Training Guidelines to each of the employees listed in Schedule 1 to this agreement.
- 5.2 Assist the Employer to complete the documents necessary to comply with Government requirements and, where relevant, The RTO will arrange for the appropriate New Apprenticeship Centre to assist with the completion of forms and provide additional up-dated information.
- 5.3 Provide the Traineeship Programme to each named trainee, in the vocation, and in the delivery mode set out in Schedule 2.
- 5.4 Liaise with and co-ordinate information and assessments with the Employer or the Employer's nominee throughout the training period.
- 5.5 Meet with workplace mentors to explain the programme.
- 5.6 In conjunction with the Employer or the Employer's representative, customise a Training Plan, appropriate to the Certification sought (including, if necessary, assessment for credit for Recognised Prior Learning) in accordance with the Australian Qualifications Framework.
- 5.7 Conduct Training and Assessment on-site visits as well as, where appropriate, provide self-paced materials and organise workshops.

Initial Client:

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- 5.8 Maintain a telephone and email support system.
- 5.9 Maintain appropriate and necessary records as well as submitting all relevant training delivery paperwork in accordance with Government requirements.
- 5.10 Issue a Statement of Attainment detailing successful modules completed, for those Employees who do not complete the Programme.

6. The Employer's Responsibilities

The Employer will:

- 6.1 Ensure that the workplace meets all legislative requirements including ensuring that the workplace is safe and free of all forms of harassment.
- 6.2 Ensure that the workplace satisfies the requirements of each learning module and that adequate workplace supervision is provided.
- 6.3 Ensure that each Trainee is given the opportunity to undertake and complete the required course of training as set out in the Schedule including being given time, during normal working hours, to complete support materials necessary to achieve the required competencies.
- 6.4 Organise the movement of trainees from site to site, if required, and release trainees to participate in workshops, when necessary.
- 6.5 Take reasonable steps to ensure the Trainees continue employment with the Employer throughout the Training period.
- 6.6 Provide suitable workplace Mentors whose role will include:
 - I. assisting in identifying workshop and workplace topics
 - II. ensuring that training and assessment occurs
 - III. completing on-the-job record books and other appropriate paperwork
 - IV. liaising with trainers and assessors
- 6.7 Agree to be bound by and observe the terms and conditions of the Department of Education, Training and Youth Affairs and State Training Board Victoria Training Agreements.

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7. The Employer indemnifies and Maintains Insurance

- 7.1 The Employer hereby indemnifies against any liability whatsoever, whether by operation of Statute or otherwise, imposed on or The Employer as a result of any act or omission on the part of the Employer or the Employer's Employees in the course of the performance of any training duties required of them by or by any act or omission on the part of, its employees, servants or agents.
- 7.2 The Employer shall hold the following insurances and keep such insurances current:
- I. all insurances required by Law of an Employer including Workers Compensation Insurance
 - II. a public Liability Insurance policy in an amount of not less than five million dollars (\$5,000,000.00) ensuring always that such insurance policy extends to cover The RTO, its staff, servants and agents against bodily injury and death either to themselves or to third parties occasioned by whilst on The Employer premises.
- 7.3 The Employer shall meet all its statutory obligations with respect to the provision of safety equipment and clothing for their trainees.

8. Payment to

- 8.1 The Employer shall pay to the Training Fee in the amount and at the intervals set out in Schedule 3. In the event that payment is not made in accordance with the provisions of this agreement, reserves the right, without notice, to suspend all training until payment is so made. In the event that payment is not made within 60 days of interval set out in Schedule 3, may choose to terminate this agreement as per clause 10.1-II.
- 8.2 The Employer shall pay to a fee on a fee for service basis with respect to any employee undertaking a Traineeship. The fee payable shall be set out in Schedule 3.

9. Rights of Ownership

Initial Client:

RTO:

- 9.1 Unless otherwise specified all materials supplied by and all intellectual property disseminated by shall remain, at all times, the property of. The Employer, its employees, servants and agents shall have no rights whatsoever with respect to the material or intellectual property and the Employer acknowledges that any unauthorised use of the material or property will cause financial loss to.
- 9.2 Permission is given for the use of learning resources to the trainee, and does not extend to making copies for use outside the immediate training environment for which they are made, or the making of copies for hire or resale to third parties.

10. Term and Termination

- 10.1 This agreement shall terminate on the happening of one of the following:
- I. The completion of all training.
 - II. On the giving of notice, in writing, by of the termination as a result of breach of this agreement by the Employer - in which case the Employer will still be liable to as if the training programme had been carried out in full.
 - III. In the case of a trainee leaving their employment.
 - IV. In the case of a trainee not attending scheduled training sessions at the time (an allowance of up to 15 minutes late per session for up to 3 sessions will be made), date and place as booked in excess of three (3) booked sessions without providing acceptable proof of absence, acceptable proof of absence would include: Annual Leave, Compassionate leave, Paternity leave, Maternity leave, Adoption leave and Sick leave (must provide a certificate).

11. Acknowledgment by the Employer

- 11.1 The Employer acknowledges that they understand that payment of Commonwealth Government Incentives to The Employer is tied to progress made by the Trainee as reported by.
- 11.2 The Employer shall do all such other things, not otherwise contained in this agreement, that shall reasonably require of it to ensure that has access to the Trainees, Mentor and such other persons as are necessary for to properly carry out its responsibilities under this agreement including such things as may be

Initial Client:

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necessary to ensure all paperwork and submissions as required are properly completed.

- 11.3 Where The Employer is a Corporation, The Employer shall, if so requested by, ensure that the directors of The Employer shall sign the form of guarantee annexed to this agreement.

12. Contractual Agreement

12.1 This Contract shall be construed and take effect according to the laws of the State of Victoria and the respective rights, liabilities and obligations of the parties shall be governed by the laws of the State.

13. Payment/Refund Policy with respect to payments for services as outlined in Schedule Three

Enrolment Fee (Schedule 3.1) may be refunded under the following circumstances as outlined in clause 13.1:

- 13.1 If a trainee leaves employer prior to the commencement of the course, **full enrolment fee will be refunded**, commencement date will be the first scheduled structured training session date booked by the trainer.
- 13.2 **No refunds** will be granted after the date of commencement of course.
- 13.3 **Progression payment must be paid when it falls due as per Schedule 3.2, but will not be charged if the trainee leaves employer prior to completing the first 3 training sessions.**
- 13.4 **Final payment must be paid when it falls due as per Schedule 3.3, but will not be charged under the following circumstances: if a trainee leaves employer prior to completing the traineeship program course.**

Initial Client:

RTO:

Signed for and on behalf of).....

ABN).....

by a duly authorised).....

person with the authority to bind).....

the Employer in the presence of).....

Signed for and on behalf of).....

Pty. Ltd.
ABN

by a duly authorised person).....

with the authority to bind the).....

company in the presence of).....

Initial Client:

RTO:

Schedule One

1. Names of Employees undertaking nationally accredited Training in Certificate

Employee 1:	Employee 2:
Employee 3:	Employee 4:
Employee 5:	Employee 6:
Employee 7:	Employee 8:
Employee 9:	Employee10:
Employee 11:	Employee 12:
Employee 13:	Employee 14:
Employee 15:	Employee 16:

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Schedule Two

2. Delivery Mode for Training

- 2.1 On the job training incorporating:
1. One to one instruction or group training
 2. Completion of workbooks
 3. Small group work
 4. Work based tasks and projects
 5. Twelve scheduled training sessions
- 2.2 Assessments methods:
1. Observation / checklists
 2. Written tasks
 3. Work based tasks and projects

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Schedule Three

3. Payment Schedule – Training Fee

There are three payments with relation to this agreement:

3.1 Enrolment Fee

\$ payment per employee to be paid to within **seven days of the employee signing the Training Agreement.**

3.2 Progression Payment

\$ payment per employee to be paid to within **fourteen days of first 3 training sessions being completed**, this is usually around three months. An invoice will be sent once three sessions have been completed.

3.3 Final Payment

A final payment of \$ per employee to be paid to **within fourteen days from when the employee has completed the Traineeship Program Course.** A final invoice will be sent once the course has been completed.

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