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# CONTRACTOR AGREEMENT

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**BETWEEN:**

Pty Ltd

t/as

(ACN)

of Suite

""

**AND:**

**[insert contractors name and address and ABN]**

*"the Contractor"*

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THIS AGREEMENT IS MADE ON THE                      DAY OF                      200

(a) BETWEEN:

Pty Ltd

t/as of

(i)        "                      "

**AND:**

**[insert contractors name and address and ABN]**

(ii)        "*the Contractor*"

**BACKGROUND:**

- A. The Australian Alpine Training Institute is engaged in the business of providing training and associated goods and services.
  
- B. The Australian Alpine Training Institute and the Contractor have agreed that the Contractor shall provide services on behalf of The Australian Alpine Training Institute on the terms set out herein.

**IT IS AGREED AS FOLLOWS:**

**Definitions:**

- 1. 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:

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- a. *Client* means any person, firm or corporation, jointly and severally if there is more than one, acquiring goods or training services from The Australian Alpine Training Institute;
  - b. *Confidential Information* means any information whether written or otherwise, which is not publicly available;
  - c. *Contractor* means the person stated as such in this Agreement, being a sub-contractor and not an employee of The Australian Alpine Training Institute;
  - d. *Course* means the training course that is being provided by The Australian Alpine Training Institute;
  - e. *G.S.T.* has the same meaning as within the G.S.T. Act;
  - f. *G.S.T. Act* means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended);
  - g. *Indemnified Taxes* means all withholding tax, superannuation charge amounts, fringe benefits tax, workers compensation insurance premiums and/or payroll tax, imposed by any governmental authority arising out of or in relation to this Agreement, or any engagement arising under this Agreement but not including any tax on the profits of The Australian Alpine Training Institute (together with all costs associated with those taxes);
  - h. *I.T. Standard Operating Procedures Folder* means the folder that all Contractors shall be provided prior to undertaking any training of trainees. This folder includes, but is not limited to, templates of all forms and documents, with a full copy of the first four unit (workbooks) of the Certificate III in Information Technology and any further workbooks, preliminary assessment evaluation exercise booklet, Assessment (demonstration of skills & knowledge) form, example of evidence required from trainee, assessment form, student/staff handbook, enrolment form, Australian Quality Framework form, proposed delivery mode training form, training visit report form, IT roles & responsibilities form, R.P.L. application form, file note form, preliminary assessment form;
  - i. *R.P.L.* means Recognition Prior Learning;

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- j. *R.T.O.* means Registered Training Organisation;
  - k. *Services* means the provision of services by the Contractor to The Australian Alpine Training Institute in accordance with this Agreement;
  - l. *The Australian Alpine Training Institute* means The Australian Alpine Training Institute t/as The Australian Alpine Training Institute (ACN ), its employees, servants and agents;
  - m. *Tax Invoice* has the same meaning as within the G.S.T. Act;
  - n. *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, IT roles & responsibilities form, including any workbooks/exercise forms, evidence and/or assessments that the Contractor has included for a particular unit;
  - o. *Trainee* means a person who has signed a traineeship agreement and is to be trained by The Australian Alpine Training Institute;
  - p. *Training Materials* includes, but is not limited to, Unit Workbooks, Session Plans, Documentation and the like;
  - q. *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;
  - r. 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;
  - s. any reference to a person includes a partnership and a body whether corporate or otherwise, and vice versa;
  - t. any references to any party includes references to any agents, servants or employees of such party;
  - u. any word importing a gender includes the other and vice versa;
  - v. any word importing the plural includes the singular and vice versa;
  - w. clause headings do not form part of this Agreement and shall not affect the construction thereof; and

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- x. references to persons includes a references to corporations and other entities recognised by Law.

**Provision of Services:**

- 2. The Contractor agrees to provide services on behalf of The Australian Alpine Training Institute as specified in Schedule IV, and as reasonably directed by The Australian Alpine Training Institute from time to time.
- 3. The Contractor must comply with any reasonable direction provided by The Australian Alpine Training Institute and must at all times comply with any manuals, procedures or standards as specified by The Australian Alpine Training Institute from time to time.
- 4. The Contractor must at all times during this Agreement:
  - a. use its best endeavours to provide the services;
  - b. conduct themselves in a courteous, professional and responsible manner;
  - c. comply with all industry and professional standards in relation to the provision of services;
  - d. comply with all relevant occupational health and safety legislation, or any other relevant legislation; and
  - e. use all due care and skill in providing the services.
- 5. The Contractor warrants that it will act in good faith and ensure that the services are performed with due care, skill and diligence and with a high level of personal and professional standards and ethics.
- 6. The Contractor must direct any and all enquiries from clients of The Australian Alpine Training Institute to The Australian Alpine Training Institute.

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7. The Contractor must not undertake any work for, or provide any services to, clients of The Australian Alpine Training Institute without obtaining the prior written authority of The Australian Alpine Training Institute.
  8. The Contractor agrees to obtain from a client prior to installing any software and/or hardware to client's computers and/or networks signed authority in accordance with the Authority and Waiver set out in Schedule III.
  9. The parties agree, and the Contractor acknowledges, that The Australian Alpine Training Institute cannot guarantee any minimum amount of work.
  10. All issues relating to the performance or training of trainees must be referred only to The Australian Alpine Training Institute. Such matters must not be raised directly with the client or trainee.
  11. The Contractor must not discuss any Training related issues with clients of The Australian Alpine Training Institute. Any such issues must be raised directly with The Australian Alpine Training Institute.

**Payment:**

12. Monies shall only be payable to the Contractor by The Australian Alpine Training Institute for full course units delivered for which trainees have been marked as competent, and for which full documentary evidence of competence has been supplied.
13. The Australian Alpine Training Institute agrees to make payments to the Contractor for the provision of services on the terms set out in this Agreement and at the rate set out in Schedule I for that of a Level 1 Contractor, or as may from time to time be agreed in writing by The Australian Alpine Training Institute and the Contractor. This rate of pay will remain set as specified for the first month of the contract, and paid as a level 1 contractor. At the end of the first month, a quality assurance check will be completed, and unless there

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are relevant issues such as: unsatisfied mentors/trainees and non conforming administrative paperwork then the contract rate will raise to that of level 2. This will be discussed at a briefing with contractor after completion of first month.

14. The Contractor agrees:

- a. to provide Tax Invoices to The Australian Alpine Training Institute substantially in accordance with the Tax Invoice set out in Schedule II, must be in Excel format;
- b. to provide Tax Invoices to The Australian Alpine Training Institute including any taxable supply made from the Contractor to The Australian Alpine Training Institute; and
- c. that the Contractor is, and will throughout the term of this Agreement remain, registered for G.S.T. and it is now allocated that Australian Business Number (A.B.N.) which is stated in Schedule I.

15. Payments to the Contractor shall be made by The Australian Alpine Training Institute within fourteen days of provision of a Tax Invoice by the Contractor in accordance with this Agreement, provided that such Tax Invoice complies with relevant legislation and the terms of this Agreement.

16. All payments by The Australian Alpine Training Institute to the Contractor are to be made by direct credit to an account nominated by the Contractor as specified in the Schedule or as may be agreed from time to time between The Australian Alpine Training Institute and the Contractor.

17. The Australian Alpine Training Institute shall be entitled to deduct from any monies payable to the Contractor an amount equivalent to any monies due to The Australian Alpine Training Institute from the Contractor.

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**Meetings and Travel:**

18. The parties acknowledge, and the Contractor agrees, that it will be necessary to periodically meet to resolve various issues and assess the performance of the Contractor. The parties acknowledge, and the Contractor agrees, that no payment shall be made with respect to any costs associated with such meetings or associated travel.
  
19. The Contractor will be solely responsible for any travel associated with the provision of services. The parties acknowledge, and the Contractor agrees, that no travel loading shall be payable with respect to any costs associated with travel.

**Qualification of Contractor:**

20. The Contractor warrants that they have attained the level of qualification specified in Schedule I and are competent to provide services as required by The Australian Alpine Training Institute and that they shall ensure that they maintain their level of competence to continue to provide such services. The Contractor further agrees to provide to The Australian Alpine Training Institute evidence of their level of competence, as The Australian Alpine Training Institute may from time to time require.
  
21. The parties acknowledge, and the Contractor agrees, that it will be necessary to periodically evaluate the level of aptitude of the Contractor. The Contractor accepts that they may be tested on their knowledge at different times upon the giving of notice of not less than 14 days notice, for the purpose of assessing the Contractor's level of competence.

**Nature of Relationship:**

22. The Contractor acknowledges that they are employed as an independent sub-contractor.

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23. It is specifically agreed that the relationship between The Australian Alpine Training Institute and the Contractor is not that of employer and employee and the Contractor is not at any time in a partnership, or joint venture with The Australian Alpine Training Institute or a servant or agent of The Australian Alpine Training Institute.
24. The parties agree that the Contractor shall be free to perform services for any other person or organisation subject to the Contractor satisfying the provisions of this Agreement.

**Agency:**

25. The Contractor has no right to bind The Australian Alpine Training Institute in contract or otherwise.
26. The Contractor is an agent of The Australian Alpine Training Institute only in so far as it is necessary to enable the Contractor to provide the services to The Australian Alpine Training Institute and must not identify themselves as being an agent of or associated with The Australian Alpine Training Institute except as necessary to perform their obligations under this Agreement.
27. The Contractor warrants that it is not acting as Agent for any person on any issue relating to this Agreement or its relationship with The Australian Alpine Training Institute.
28. If an individual executes this agreement on behalf of a recipient that is a company or other legal entity, the individual warrants that he or she has full authority to enter into this agreement on behalf of the company or other legal entity.

**Indemnity:**

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29. The Australian Alpine Training Institute may at any time serve a notice on the Contractor quantifying any loss or damage suffered by The Australian Alpine Training Institute as at that date ("the Statement of Loss").
30. Any amount specified in a Statement of Loss shall be taken to be evidence of the Loss or Damage suffered by The Australian Alpine Training Institute.
31. The Contractor shall indemnify and keep indemnified The Australian Alpine Training Institute from and against any loss, claim, damage, action, suit, demand, cost, interest, charges and expenses of any kind whatsoever, including legal costs on a solicitor and own client basis, which The Australian Alpine Training Institute may suffer or incur or be called upon to suffer or incur by virtue of any breach or default by the Contractor of any of its obligations or duties arising hereunder and the Contractor indemnifies and undertakes to keep indemnified The Australian Alpine Training Institute against any liability for loss or damage caused by any act, matter or thing done or omitted to be done on the part of the Contractor, its servants, agents, employees or representatives assuming any obligation for responsibility on behalf of The Australian Alpine Training Institute.
32. Without limiting the generality of clause 31 herein, the Contractor agrees to indemnify and keep indemnified The Australian Alpine Training Institute from and against all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards or judgements suffered or incurred by or brought or made against The Australian Alpine Training Institute to the extent that they are caused or contributed to by:
- a. any breach of this Agreement by the Contractor;
  - b. any wilful or negligent acts or omissions including, without limitation, any act or omission that may contravene the provisions of any legislation or regulation; and/or

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- c. all injury, loss or damage sustained by the Contractor in relation to, or arising out of, the performance of services pursuant to this Agreement, or incidental or preparatory thereto, unless such injury, loss or damage was caused by any wilful or negligent act or omission of The Australian Alpine Training Institute.
33. The Contractor shall remain solely liable for loss of, or damage to, any material, equipment or tools provided by The Australian Alpine Training Institute, including, but not limited to, manuals, software, CDs and keys, and must reimburse The Australian Alpine Training Institute for any the cost of replacing or repairing any material, equipment, or tools lost or damaged by the Contractor.

#### **Indemnified Taxes**

34. The Contractor agrees to pay or cause to be paid when due and payable all Indemnified Taxes. The Contractor agrees to ensure proper completion and filing with the Australia Tax Office all relevant taxation forms and returns or other related documentation.
35. To the extent permitted by law The Australian Alpine Training Institute shall not be liable to pay or reimburse the Contractor in respect of the Indemnified Taxes and the Contractor shall indemnify and keep indemnified The Australian Alpine Training Institute from and against any liability for Indemnified Taxes.

#### **Employment Related Liabilities**

36. The Contractor agrees that they have no claim against The Australian Alpine Training Institute in respect of annual leave, public holidays, sick leave, long service leave, or other entitlements, or otherwise in respect of workers compensation or superannuation, and that these costs are included in the rates of pay set out in Schedule I.

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37. The Contractor agrees that premiums for workers compensation are not payable by The Australian Alpine Training Institute in respect of any person employed, contracted or otherwise engaged by the Contractor. The Contractor agrees from time to time, at the request of The Australian Alpine Training Institute, to present satisfactory evidence that the Contractor has complied with the laws and regulations relating to workers compensation and the superannuation guarantee charge and superannuation legislation and regulations.

**Assignment:**

38. The Contractor must not sub license or assign this Agreement, nor appoint any agent or independent Contractor to assist it in relation to the providing of services to The Australian Alpine Training Institute, without the written consent of The Australian Alpine Training Institute.

39. The Australian Alpine Training Institute may, without the consent of the Contractor transfer, assign, mortgage, charge or otherwise encumber or dispose of any of their rights under this Agreement.

**Commencement and Term:**

40. This Agreement commences on the Commencement Date stated in Schedule I, and continues for a period of twelve months unless terminated in accordance with this Agreement.

41. This Agreement shall automatically be extended for an additional period of twelve months on each anniversary of the Commencement Date, unless either party specifies that they do not intend to extend the Agreement, in accordance with clause 42 herein.

42. A request to terminate the Agreement in accordance with clause 41 herein must be issued by either party, in writing, no less than thirty days prior to the appropriate anniversary of the Commencement Date.

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43. The Agreement shall be deemed to have commenced on the commencement date specified in Schedule I, and shall continue until the termination of this Agreement in accordance with the terms specified herein.

**Termination:**

44. The Agreement may be terminated as follows:

- a. by The Australian Alpine Training Institute:-
  - i. by the giving of fourteen days notice in writing;
  - ii. immediately, by giving notice to the Contractor if the Contractor breaches any provision of this Agreement which is capable of being remedied and the Contractor fails to remedy that breach within one business day after receiving notice from The Australian Alpine Training Institute requiring it to do so; or
  - iii. immediately, in the event that the Contractor is guilty of serious misconduct, that is misconduct of the kind such that it would be unreasonable to require The Australian Alpine Training Institute to continue with the agreement during the notice period.
- b. by the Contractor by the giving of thirty days notice in writing.

45. Without limiting the generality of the term serious misconduct, this term is understood to comprise of any of the following:

- a. theft;
- b. conviction of a criminal offence;
- c. abusive language to clients or to other Employees or Contractors of The Australian Alpine Training Institute;
- d. gross negligence
- e. wilfully disobeying the instructions of The Australian Alpine Training Institute;
- f. sexual harassment;
- g. breach of confidentiality; or

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- h. being under the influence of drugs or alcohol whilst performing duties under this Agreement.
46. On termination or expiry of this Agreement, the Contractor must immediately:
- a. stop providing services; and
  - b. return to The Australian Alpine Training Institute all copies of Confidential Information of The Australian Alpine Training Institute in the possession or the control of the Contractor.
47. Termination of this Agreement will not affect the accrued rights or obligations of either party.

**Intellectual Property:**

48. The Contractor acknowledges receiving Confidential Information from The Australian Alpine Training Institute which is of value and that unauthorised disclosure of this Confidential Information will cause loss and/or damage to The Australian Alpine Training Institute.
49. The Contractor agrees to, at all times:
- a. keep secret all Confidential Information;
  - b. mark any Confidential Information as being such and keep all Confidential Information separate from other material;
  - c. not use, reproduce or disclose any Confidential Information, except as provided for in this Agreement;
  - d. only disclose Confidential Information to those employees, servants or agents of the Contractor necessary to assess or evaluate the Confidential Information;
  - e. ensure that all employees, servants or agents to whom the Confidential Information is disclosed, or may be disclosed, are bound by an Agreement in the same terms as this Agreement; and
  - f. not otherwise disclose any Confidential Information without the express written consent of The Australian Alpine Training Institute.

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50. The Contractor agrees that they shall not divulge or use either for their own benefit or for that of others any confidential information acquired during the course of the Agreement. This obligation extends beyond the term of this Agreement.
51. The Contractor acknowledges that The Australian Alpine Training Institute shall retain copyright in all training documents that have been supplied to the Contractor. No part may be reproduced or transmitted by any process or by any means, or stored in a database or retrieval system, or transmitted or distributed in any form by any means, electronic, mechanical photocopying, recording, or otherwise without the prior written permission of The Australian Alpine Training Institute. No part of workbooks, manuals, CD's, exercises, assessment exercises, demonstration of skills & knowledge exercises may be reproduced in any form, without the written permission from The Australian Alpine Training Institute.
52. Resources supplied by The Australian Alpine Training Institute to the Contractor have been developed by The Australian Alpine Training Institute and remain the sole property of The Australian Alpine Training Institute. Any permission given for use of this resource does not extend to making copies for use outside the immediate training environment for which they are made, nor the making of copies for hire or resale to third parties.
53. The Contractor shall be allowed during the term of this Agreement to copy materials belonging to The Australian Alpine Training Institute for use in the training only trainees that have been approved by The Australian Alpine Training Institute. Any such copies in the possession of the Contractor upon the cessation or termination of this Agreement must be destroyed by the Contractor or returned to The Australian Alpine Training Institute.

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54. The parties agree, and the Contractor acknowledges, that any training data, manuals, workbooks or other intellectual property created and/or developed by the Contractor in the course of, or arising out of, provision of services on behalf of The Australian Alpine Training Institute are acknowledged as being owned fully by The Australian Alpine Training Institute and as such remain the sole property of The Australian Alpine Training Institute.
55. The Contractor warrants that they shall at all times observe copyright, patent, trademarks and other relevant intellectual property laws and regulations and will not copy, duplicate or otherwise reproduce the work of any other author or infringe the intellectual property rights of any person.

**Interpretation:**

56. All obligations imposed upon the Contractor by this Agreement are continuing obligations.
57. This Agreement shall be governed by and construed in accordance with the law for the time being in force in the State of Victoria and the parties irrevocably submit to the jurisdiction of the courts of that State.
58. If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement shall have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.
59. This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties.

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**Waiver:**

60. Any waiver by The Australian Alpine Training Institute in respect of any breach or provision of this Agreement shall not be deemed to be a waiver in respect of any other breach or of any subsequent breach.

**Dispute Resolution:**

61. If any dispute or grievance shall arise, it shall be dealt with in the following manner:
- a. the matter shall first be discussed between The Australian Alpine Training Institute and the Contractor;
  - b. if the matter is not resolved it shall be submitted to an agreed mediator for the purposes of conciliation and mediation;
  - c. the parties may agree to submit the dispute to arbitration and if so agreed, the decision shall be accepted by the parties subject to any rights of appeal;
  - d. until the matter is determined, the Contractor shall continue to work at the direction of The Australian Alpine Training Institute. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure; and
  - e. the parties must co-operate to ensure that these procedures are carried out expeditiously.

**Notices:**

62. Any notices that are required to be given may be served on the parties at the address shown either personally or by mail to the address shown in Schedule I.

**Non Competition:**

63. The Contractor must not market their own personal and/or business services to any past or current clients of The Australian Alpine Training Institute.

64. The Contractor is not to work for any past or current client of The Australian Alpine Training Institute for a period of:

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- a. five years;
  - b. four years;
  - c. three years;
  - d. two years;
  - e. one year;

after the cessation or termination of this Agreement.

**Non Disclosure:**

65. The Contractor must not discuss their training hours supplied by The Australian Alpine Training Institute with clients of The Australian Alpine Training Institute and/or any staff employed by clients of The Australian Alpine Training Institute.

66. The Contractor agrees not to discuss their contract rate with any other party, save as required by law or for the purposes of obtaining legal and/or financial advice from a qualified professional.

**Goodwill:**

67. The parties agree, and the Contractor acknowledge, that no goodwill attaches to this Agreement and that no amount for goodwill is payable by the Contractor or any client of The Australian Alpine Training Institute to the Contractor upon termination of this Agreement.

**Miscellaneous:**

68. This Agreement shall bind the executors or administrators of the Contractor or anyone appointed to manage their affairs should they become incapacitated or otherwise unable to act on their own behalf.

69. Any amendment to this Agreement must be in writing and signed by both parties.

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70. The Contractor acknowledges that they have not relied upon any representations, inducements or the like, other than those contained herein.
  71. Costs incurred by either party in ensuring that obligations are met under this Agreement shall be borne by the party incurring such costs, and neither party shall expect the other to contribute to payment of any such costs; however such costs may be incurred.
  72. Each party shall ensure that proper books of account shall be kept and may be examined by either party at any reasonable time.
  73. To the extent that any accounts or any records of the Contractor must be kept subsequent to the completion of the Agreement, pursuant to the provisions of any law, the same shall be kept at such place or places required by law or as determined by the party in possession of such documents, and the costs thereof shall be borne by the party retaining such accounts or records.
  74. The contractor must comply with the Standards for Registered Training Organisations and must complete the same induction which staff trainers/assessors complete (INDT).
  75. The contractor must discharge its responsibilities for compliance with the *Standards for Registered Training Organisations*, and follow the standard operating procedures of The Australian Alpine Training Institute and adhere to the position description for Trainer/Assessor Form\_PDtrnr.

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**THE COMMON SEAL** of )  
was )  
hereunto affixed in the presence of authorised persons: )

Director: .....

**SIGNED SEALED AND DELIVERED** )  
by the said )  
in the presence of: )

Witness: .....

Name: .....

Address: .....

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## SCHEDULE I

COMMENCEMENT DATE:

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RATES OF PAY: (level 1 Contractor)

\$00 per compliant full unit course

RATES OF PAY: (level 2 Contractor)

\$.00 per compliant full unit course

GST Inclusive

CONTRACTOR ACCOUNT DETAILS:

BSB:

Acct:

CONTRACTOR'S AUSTRALIAN BUSINESS NUMBER:

ADDRESS FOR SERVICE OF NOTICES:

*Contractor:* **[name contractor]**

**t/as [business name]**

**(ABN )**

**of [insert address]**

LEVEL OF QUALIFICATION OF CONTRACTOR:

Certificate IV in Assessment & Workplace  
Training (TAA04)

**[insert qualifications here]**







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Position

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## **SCHEDULE IV**

1. The Contractor must inform The Australian Alpine Training Institute that the Trainee has completed a course.
2. Invoicing to The Australian Alpine Training Institute at each return of Training Folders (compliance will be measured prior to payment, Contractor will be informed of any non-compliance) any non compliance will be notified by e-mail. The Contractor must then obtain compliance prior to next invoice period.
3. Any non compliant folders will not be paid for in that particular invoice period, continual non-compliance may result in a warning and subsequent termination.
4. There will be the occasion when the The Australian Alpine Training Institute, the Contractor and/or other parties may need to meet. There will be no payment for meetings.
5. The Contractor must be able to use their skills to train in sometimes difficult environments such as negative trainees, intellectually challenged trainees, older trainees. This is what sets the basic trainer apart from the professional trainer.
6. The Contractor must be professional at all times when under the employ of the The Australian Alpine Training Institute, they must represent The Australian Alpine Training Institute in a highly professional, ethical, business like manner.
7. The Australian Alpine Training Institute pays it Contractors a contract rate that is above most other training providers, it is therefore expected that our trainers will be the 'best of the best' and if not, they will be continually striving for this goal, second best is not where The Australian Alpine Training Institute wants itself to be represented in the market place;
8. It is expected that Contractors have a fully encompassing knowledge surpassing the course that they will be training: namely Certificate III or Certificate IV courses and if not then they will avail themselves prior to engaging any trainees of this knowledge, (this is to be done on the Contractor's own unpaid time)
9. Should a trainee state that he wants to apply for R.P.L, they will need to supply full documentation, Curriculum Vitae (Resume), Testimonials from appropriately qualified persons, Certificates, demonstration of knowledge and the like. Prior to any RPL being approved, all documentary evidence must be supplied to Contractor and Contractor will then contact The Australian Alpine Training Institute to make a final decision, if the Contractor spends the

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- equivalent time in obtaining and approving the RPL for one unit, then the Contractor will be paid for that particular unit, if the RPL is not approved then the Contractor will train the trainee in the stated unit and will only be paid the one payment for marking trainee competent in stated unit, not for any time spent with relation to RPL
10. Trainee Folders, assessment materials, evidence and other personal details of trainees must not be shown to anyone apart from The Australian Alpine Training Institute.
  11. The Contractor is responsible for the trainee's folders whilst in their care. These must be securely stored and returned after each training visit, payment for any training unit(s) delivered will not be paid if for any reason the folders including all appropriate forms/material and sign offs are not delivered to The Australian Alpine Training Institute.
  12. The Contractor is responsible for the timely collection of Trainee Folders. These are to be collected from The Australian Alpine Training Institute and returned to The Australian Alpine Training Institute after training has been completed;
  13. The Contractor must contact the The Australian Alpine Training Institute when they wishes to return completed Trainee Folders. Such contact must be preferably by telephone, or alternatively by e-mail or voice mail.
  14. The Trainee Folders are to be returned and placed in the location provided by The Australian Alpine Training Institute. The Trainee Folders shall be deposited in a locked container at such location and the Contractor will be supplied with a key to such container.
  15. The Contractor shall be paid only for compliant work.
  16. The Contractor shall be provided with a Standard Operating Procedures Folder, which will be updated from time to time. The Standard Operating Procedures Folder is to be used and complied with by the Contractor at all times. This folder is the standards to be used.
  17. The Contractor must return Trainee Folders with all evidence of completion and exercises stapled or otherwise pinned together, prior to return of same to The Australian Alpine Training Institute.
  18. The Contractor may be allocated trainees that have already commenced the course and/or the Contractor may have their services rotated to other trainee(s) and removed from current trainee(s), this will allow full flexibility of the needs of the business as required.
  19. The Contractor shall be responsible for contacting trainees/mentors and making appointments for visits.
  20. The Contractor shall be responsible for ensure that standards are met with relation to training procedures.
  21. The Contractor shall be responsible for providing all there own photocopies for training materials. These are to be photocopied from the templates that have been supplied in the Standard Operating Procedures Folder.
  22. The Contractor shall be responsible for gathering evidence of competence of Trainees.

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23. The Contractor shall be responsible for modifying session plans as required.
  24. The Contractor shall be responsible for ensuring that training is provided to Trainees. If a Trainee is absent from work, then Contractor must return to workplace to complete training, and/or catch up at the next session. It is the Contractor's sole duty to firstly try to organise another training session during the same month.
  25. There are 11 scheduled training visits per Trainee. The course will take 12 to 14 months to complete and the training is in 1 hour visits per month. The Contractor will be paid per unit of competence completed; it is in the best interests of all that the units are completed as per the training plan.
  26. There are 12 Units in the Certificate III course of which 4 units are classified as half units. One visit will therefore take care of two of these half units, this may change depending on the course trained.
  27. Training folders must be returned to the The Australian Alpine Training Institute a minimum of five business days prior to the end of the month for which the training has been completed, this is required to allow conformance verification, administration of folders and approvals.

### **Outline of the Course Timetable for Certificate III**

#### *Session 1*

Introduction, Signup, Statement of understanding, Needs Analysis, Pre-training review: Completion of an RPL interview and forms apply if applicable, and completion of Pre-training Assessment to ascertain level of trainee's competence to enable progression to Certificate III level course. Enrolment in first unit, completion of some of the exercises and explanation to trainee. Filling out of appropriate paperwork, leaving of materials for trainees first unit (during month prior to the next visit, the trainee is to read over the material and perform a number of the exercises, with screen dumps for next session) you must give an introduction to this unit(s).

#### *Session 2*

Training in unit(s) that had been supplied to trainee during previous visit.

Gain evidence of work that trainee had completed during month and during this session. Completion and assessment of previous unit(s)

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Give Trainee appropriate Training Material for next Unit(s) and introduction to this unit(s), complete some of the exercises

*Sessions 3 to 10*

Much the same as Session 2.

*Session 11*

Completion and assessment of previous unit(s).

Finalise all relevant documents to confirm that trainee has completed all competencies.

Congratulate the Trainee and confirmation that notification of completion will be within 4 to 6 weeks and subsequently the Certificate III will be forwarded by The Australian Alpine Training Institute.

This is an example of the units in the cert III IT course, the appropriate insertion will be made for the applicable course of training for each contractor.

### Agreed Units for the provision of Training in Certificate III (ICA 30199)

Unit Title		Half or Full
	Core Units	Classification
ICAITU018B	Develop macros & templates for clients using standard products	Full
ICAITU028B	Customise packaged software applications for clients.	Full
ICAITS031B	Provide advice to clients.	Full
ICAITU126B	Use advanced features of computer applications.	Full
ICAITD128A	Create user & technical documentation.	Half
ICAITS020B	Install and optimise system software.	Half
ICAITS025B	Run standard diagnostic tests.	Full
ICAITU019C	Migrate to new technology	Full
	Electives	
ICAITS115A	Maintain equipment and software in a working order	Full
ICAITB070A	Create code for applications.	Full
ICAITS030B	Install software to networked computers	Half
ICAITS023B	Provide one to one instruction	Half
ICAITU127B	Support System Software	Full
ICPMM65dA	Create Web Pages with Multimedia	Full