**This message should be deleted before completing the contract**

Note: This Contract is only applicable to secondary school international students holding a subclass 500 Student – Schools visa (Standard and Study Abroad students) enrolled in the Department of Education’s International Student Program (ISP). Schools do not need to enter into a Contract with community language schools in relation to international students on other visa categories.

Schools only need to use this Contract when Standard of Study Abroad students are participating in VCE language studies at a community language school. Non-VCE language studies at a community language school are considered extracurricular and are outside the scope of this Contract.

This contract should only be used for a calendar year or partial calendar year. The contract should not span across multiple years.

VCE Languages Purchasing Contract  
(for international students only)

**Between**

<Insert School Council name and ABN>

of

<Insert School Council address>

(**School Council**)

**And**

<Insert Supplier's name and ABN>

of

<Insert Supplier's registered address>

(**Supplier**)

**The Contract Details follow**

1. **Details**

|  |  |
| --- | --- |
| School Council representative | Name: |
| Phone: |
| Email: |
| Supplier representative | Name: |
| Phone: |
| Email: |
| Date of Contract |  |

1. **Services and Specification**

|  |
| --- |
| The Parties have agreed that the School Council Representative may place the international students of the School that are listed in the attached Specifications with the Supplier to enable that student to study a VCE language where that language is not available at the School.  The Supplier agrees to provide VCE language instruction to international students enrolled at the School, in accordance with:   1. the Conditions in [Attachment 1](#Attachment1), 2. the Specifications in [Attachment 2](#Attachment2), 3. if the language is at VCE-level, an authorisation from the VCAA to deliver a single study language unit as part of the VCE, and 4. the senior secondary course registration held by the Australian Federation of Ethnic Schools Association Inc (also known as Community Languages Australia), under which the Supplier is a registered campus.   The Supplier acknowledges that its name and contact details will be disclosed by the School to the Commonwealth in accordance with the information requirements of the *Education Services for Overseas Students Act 2000* (Cth). |

1. **Rates and Fees (incl. of GST)**

|  |
| --- |
| <Insert the agreed rates and/or fees for the Services (inclusive of GST)>  <Insert different agreed rates and/or fees for the Services (inclusive of GST) if the cost of languages differs>  The agreed fee is: $xx per student, per year. This represents xx weeks of language delivery, per year.  The fee payable will be pro-rated on the following basis if any student fails to start or complete the subject as expected:   * If the student does not commence study at all in a semester, no fees are payable for that semester and the Supplier must refund any fees paid for the semester. * If the student withdraws during a semester, fees are only payable for that semester not for any later semester where the student does not attend.   The Supplier must refund any part of the fee that exceeds the pro-rated fee for a student who fails to start or complete the subject.  Note: No fees are to be invoiced to the international student. All fees charged by the Supplier are to be invoiced to the School Council, in accordance with [Clause 4](#Clause4) of the Conditions. |

1. **Term**

|  |  |
| --- | --- |
| Commencement Date: | [Completion Date:](#CompletionDate) |
| <Insert the details of the date/s you require Services to be delivered and a time (if any)> | |

1. **Terms and Conditions**
   1. The Services must be supplied in accordance with the Conditions at [Attachment 1](#Attachment1).
   2. Capitalised terms in these Contract Details that are otherwise undefined have the meaning given in:
      1. the Conditions at [Attachment 1](#Attachment1); or
      2. the Specification at [Attachment 2](#Attachment2),

with the meaning in the Conditions to take precedence to the extent of any inconsistency.

OPTION 1 – to be used if agreement executed in the physical presence of a witness (including witnessing by videoconference – delete if not used

**Executed** as an agreement

**School Council**

|  |  |  |
| --- | --- | --- |
| Signature of President / Principal (see footnote)[[1]](#footnote-2) |  | Signature of Witness |
|  |  |  |
| Full name of President / Principal (printed) |  | Full name of Witness (printed) |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Date |  |  |

**Supplier**

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of the Supplier by: |  |  |
| Signature of Supplier’s representative |  | Signature of Witness |
|  |  |  |
| Full name of Supplier’s representative (printed) |  | Full name of Witness (printed) |
| Position of Authority (printed) |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Date |  |  |

OPTION 2 – the following execution clause may be used if agreement executed electronically with no witness – note that there are different signing clauses for the Supplier depending on how the Supplier’s business is structured - delete the clause or subclauses if not needed

**Attachment 1**

**General Conditions for the Provision of Services (‘Conditions’)**

1. **Provision of Services**

This Contract commences on the Commencement Date and ends on the Completion Date, unless terminated earlier in accordance with its terms.

The Supplier must provide the Services to the School Council in accordance with these Conditions, and must:

1. complete the Services in accordance with the details set out in the Term any other dates for delivery specified in the Contract Details;
2. provide the Services in a proper, timely and efficient manner using the 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;
3. ensure the highest quality of work and the delivery of the Services with the utmost efficiency;
4. act in good faith and in the best interests of the School Council;
5. provide any and all plant, equipment, tools or other equipment necessary for the performance of the Services and all such equipment must be properly maintained and be appropriate for the purpose for which it is intended to be used;
6. comply with the School Council’s and the State’s policies and procedures (as notified or made available to the Supplier from time to time);
7. obtain the School Council’s prior written consent before using any person who is or has been employed by the School Council to provide the Services;
8. if requested by the School Council, remove and replace any person it is using to provide the Services; and
9. notify the School Council:
10. if any person that it is using to provide the Services has engaged in, or is reasonably believed to have engaged in, fraud, collusion or improper, dishonest or corrupt conduct in connection with this Contract or in any other dealings with the School Council;
11. if it is proposing to change the premises at which the Services are to be delivered; or
12. of any other matter relevant to this Contract including if the Supplier becomes aware of any breach of this Contract.
13. **Price for the Services**
14. The Rates or Fees applicable to the Services set out in the Contract Details are fixed and are inclusive of:
15. all costs incurred by the Supplier in the provision of the Services; and
16. all other taxes payable in connection with the Services (excluding GST).
17. Expenses may only be charged in accordance with the Contract Details.
18. **Cancellation**

The School Council may cancel the Services at any time by giving written notice to the Supplier who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Services. The School Council must pay all reasonable amounts due in accordance with clause 2 for all work performed by the Supplier up until cancellation (but not any loss of prospective profits).

1. **Invoicing and payment**
2. The Supplier must submit to the School Council a tax invoice in respect of the Services once they are completed, 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 Council may reasonably require and be sent to the address specified in the Contract Details.
3. The School Council will pay the invoiced amount within 30 days of receipt of an accurate invoice and once the School Council is satisfied the Services have been provided as required under this Contract. However, if the School Council disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Supplier of the amount the School Council believes is due for payment. The parties will endeavour to resolve any such dispute.
4. Payment of an invoice is not to be taken as evidence that the Services have been supplied in accordance with the Contract but must be taken only as payment on account.
5. The School Council will, on demand by the Supplier, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic).
6. No fees are to be invoiced to the student. All fees charged by the Supplier are to be invoiced to the School Council, in accordance with the Conditions.
7. **Failure to perform**
8. Without limiting any other available remedy, if the Supplier fails to provide any of the Services in accordance with the Contract, the School Council will not be required to pay for those Services (until they are provided correctly) and may require the Supplier to remedy any default or re-perform the Services within the time specified in a notice (which must be reasonable having regard to the nature of the Services).
9. If the default referred to in clause 5(a) is not capable of being remedied or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, the School Council may either have the Services remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay the reasonable costs incurred by the School Council in doing so.
10. **Warranties**

The Supplier warrants to the School Council that:

1. (**Purpose**) where the School Council has, either expressly or by implication, made known to the Supplier any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result; and
2. (**Conflict**) the Supplier, and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Contract.
3. **Liability**
4. The Supplier indemnifies the School Council 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:
5. any failure to provide the Services in accordance with these Conditions or any other breach of the Contract;
6. any wrongful, fraudulent, unlawful or negligent act or failure by the Supplier or any of the Supplier’s employees, agents, officers or sub-contractors;
7. any injury to, or death of, any person or any loss of, or damage to any property caused by or arising in connection with the provision of the Services by the Supplier, or entry into, and the activities undertaken on and in, the School Council’s premises by the Supplier or its officers, employees, agents, contractors or sub-contractors;
8. a breach of an obligation of confidence or privacy, whether under this Contract or otherwise; or
9. loss or corruption of Data,
10. except to the extent that any such loss, damage, claim, action or expense is caused by the negligence or other wrongful act or omission of the School Council, its officers or employees.
11. Where applicable, the liability of the Supplier, in relation to the Contract, is limited in accordance with the scheme approved under the *Professional Standards Act 2003* (Vic) and, where applicable, the *Treasury Legislation Amendment (Professional Standards) Act 2004* (Cth) (Scheme).
12. Where a Scheme does not apply, the liability of the Supplier to the School Council in respect of any single cause of action in connection with this Contract is limited (to the extent permitted by law) to an amount equal to ten times the fees charged or chargeable under the Contract, up to a maximum of $20 million.
13. The aggregate liability of the School Council to the Supplier in connection with this Contract is limited to an amount equal to the Fees charged or chargeable under this Contract.
14. **Intellectual Property Rights**
15. The Supplier warrants to the School Council that it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services.
16. The ownership of any Contract Intellectual Property shall vest in the Supplier upon the time of its creation. The Supplier hereby irrevocably and unconditionally grants to the School Council, free of additional charge, a non-exclusive, worldwide, perpetual, transferable licence (including the right to sub-license) to use, reproduce, adapt, modify, publish, distribute and communicate any Contract Intellectual Property for any purpose except commercial exploitation.
17. The Pre-Existing Intellectual Property of each party remains the property of that party or its licensors.
18. Subject to clause 8(e), the Supplier hereby irrevocably and unconditionally grants to the School Council, free of additional charge, a non-exclusive, worldwide, perpetual licence (including the right to sub-licence) to use the Supplier’s Pre-Existing Intellectual Property to the extent that the Supplier’s Pre-Existing Intellectual Property forms part of or is integral to, any works or other items created by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property.
19. The licence granted to the School Council in clause 8(d) is limited to use of the Supplier’s Pre-Existing Intellectual Property by the School Council for the purposes of the School Council and for no other purpose.
20. To the extent that the provision of Services by the Supplier necessitates use by the Supplier of the School Council's Pre-Existing Intellectual Property, the School Council grants the Supplier a non-exclusive, non-transferable licence to use the School Council’s Pre-Existing Intellectual Property during the term of the Contract solely for the provision of the Services.
21. The ownership of Data, including any Intellectual Property Rights, shall vest in the School Council upon the time of its creation. The Supplier irrevocably and unconditionally assigns to the School Council, including by way of an assignment of future Intellectual Property Rights, all of its Intellectual Property Rights in Data on creation.
22. The Supplier warrants that it has or will procure a written consent from all necessary authors to the School Council exercising its rights in the Data or Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals.
23. **Insurance**
24. The Supplier 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 Supplier is liable in connection with the provision of the Services including professional indemnity, public liability insurance and if applicable, products liability insurance.
25. On request, the Supplier must provide the School Council with evidence of the currency of any insurance it is required to obtain.
26. **Confidentiality, privacy and data protection**
27. The Supplier and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any Confidential Information to any other person.
28. The Supplier consents to the School Council publishing or otherwise making available information in relation to the Supplier (and the provision of the Services) as may be required:
29. to comply with the Contracts Publishing System;
30. by the Auditor-General, the IBAC or any other Victorian Government agency or department; or
31. to comply with the *Freedom of Information Act 1982* (Vic).
32. The Supplier agrees to be bound by the Information Privacy Principles, the Health Privacy Principles and any applicable Code of Practice (together the Privacy Obligations) with respect to any act done in connection with the provision of the Services in the same way as the School Council would have been bound by the Privacy Obligations had the relevant act been done by the School Council.
33. The Supplier agrees to be bound by the Protective Data Security Standards and will not do any act or engage in any practice that contravenes a Protective Data Security Standard in respect of any data collected, held, used, managed, disclosed or transferred by the Supplier, on behalf of the School Council, under or in connection with this Contract.
34. **Notices**

A notice, demand, certification, process or other communication relating to the Contract must be in writing in the English language, and may be sent by pre-paid post, pre-paid courier or by electronic mail as follows:

1. to the School Council representative: at the address which is set out in Item 1 of the Contract Details; and
2. to the Supplier representative: at the address which is set out in Item 1 of the Contract Details.
3. **Site Inspections**
4. Upon being given a notice, the Supplier must make the premises available for inspection by the School Council to allow the School Council to conduct a site inspection of the premises to determine whether the Specifications, including the minimum standards of suitability are being met.
5. The School Council must give at least three days’ notice to the Supplier that it intends to conduct a site inspection of the Supplier’s premises and conduct the inspection at a mutually convenient time.
6. **Access**

When entering the premises of the School Council, the Supplier must, and must ensure that its employees, agents and sub-contractors, use reasonable endeavours to protect people and property, prevent nuisance, act in a safe and lawful manner and comply with any safety standards and policies of the School Council (as notified to the Supplier).

1. **Sub-contracting**
2. The Supplier must not sub-contract to any third person any of its obligations in relation to the Services without the prior written consent of the School Council (which may be given or withheld in its absolute discretion).
3. The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Contract and will be liable for all acts or omissions of a sub-contractor as though they were the actions of the Supplier itself.
4. **Compliance with Law and Policy**
5. The Supplier must, in performing its obligations under the Contract, comply with the Laws affecting or applicable to the provision of Services by the Supplier under the Contract.
6. Without limiting clause 15(a), where, in the course of providing the Services, the Supplier, or its employees or sub-contractors:
7. supervise Public Sector Employees;
8. undertake work that is of a similar nature to the work undertaken by Public Sector Employees at a premises or location generally regarded as a public sector workplace; or
9. use or have access to public sector resources or information that are not normally accessible or available to the public,
10. the Supplier must (and must ensure that its employees or sub-contractors) comply with the VPSC Code of Conduct.
11. The Supplier acknowledges that it has read and will comply with the Supplier Code of Conduct.
12. The Supplier must:
13. maintain complete and accurate records of its performance of this Contract (**Records**);
14. securely store and ensure the integrity of the Records in accordance with all applicable standards issued under the *Public Records Act 1973* (Vic);
15. permit the School Council to inspect and take copies of the Records at any time; and
16. if requested by the School Council, transfer the Records to the School Council in a format and manner reasonably requested by the School Council.
17. **GST**
18. Terms used in this clause have the same meanings given to them in the GST Act.
19. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Contract are exclusive of GST.
20. If GST is imposed on any supply made under or in accordance with these Conditions, the School Council must pay to the supplier an 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 GST amount will be made at the same time as payment for the taxable supply is required to be made.
21. **General**
22. The Contract is governed by and is to be construed in accordance with the Laws. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
23. Time is of the essence in relation to the provision of the Services.
24. The Contract may only be varied with the written consent of each party.
25. The School Council may give or withhold any consent or approval, or exercise any discretion, under this Contract in its absolute discretion unless express provision to the contrary is made.
26. The following clauses survive expiry or termination of this Contract: 5, 7, 8, 9, 10, 13, 14(b), 15, 16, 17 and this clause 17(e).
27. **Interpretation**

In these Conditions, unless the context otherwise requires:

**Contract** means the contract for the provision of the Services of which these Conditions and the Contract Details form part.

**Code of Practice** means a code of practice as defined in, and approved under, the *Privacy and Data Protection Act 2014* (Vic).

**Completion Date** means the date set out in the Contract Details by which provision of the Services must be effected by the Supplier.

**Conditions** means these General Conditions for the Supply of Services.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in any way related to, the School Council, the State or their Ministers, including any information designated by the School Council as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions.

**Contract Details** means the part of the Contract described as such, usually commencing on page 1 of the Contract.

**Contract Intellectual Property** means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Supplier in the course of providing the Services, except any Intellectual Property Rights in Data or materials created solely for the Supplier’s internal operational purposes.

**Contracts Publishing System** means the system of the Victorian Government for publication of details of contracts entered into by Victorian Government departments or agencies (or any successor to that system).

**Data** means any data, datasets or databases created by or on behalf of the Supplier in the course of providing the Services, unless created for the Supplier’s internal operational purposes.

**Fees** means a fixed fee payable to the Supplier for the provision of the Services.

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

**Health Privacy Principles** means the health privacy principles set out in the *Health Records Act 2001* (Vic).

**IBAC** means the commission established under the *Independent Broad-based Anti-Corruption Commission Act 2011* (Vic) and includes any other School Council that may, from time to time, perform the functions of the commission.

**Information Privacy Principles** means the information privacy principles set out in the *Privacy and Data Protection Act 2014* (Vic).

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**International student or student** means a Student enrolled in the subject, who is also subject to the *Education Services for Overseas Students Act 2000* (Cth) and is listed in the Specification (also known as Standard and Study Abroad Students).

**Laws** means:

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

**Overdue Amount** means an amount (or part thereof) that:

1. is not, or is no longer, disputed;
2. is due and owing under a tax invoice properly rendered by the Supplier in accordance with these Conditions; and
3. which has been outstanding for more than 30 days from the date of receipt of the invoice (or the date that the amount ceased to be disputed, as the case may be).

**Pre-Existing Intellectual Property** means any and all Intellectual Property Rights owned by or licensed to a party which are made available, provided or used by a party under this Contract, excluding Contract Intellectual Property.

Protective Data Security Standard means any standard issued under Part 4 of the *Privacy and Data Protection Act 2014* (Vic).

**Public Sector Employee** has the same meaning as in the *Public Administration Act 2004* (Vic).

**Rates** means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Supplier for the provision of the Services.

**Services** means the services (or any of them) specified in the Contract Details and, if applicable, the Specification.

**Specification** means the specifications to which the Services must comply, as set out in the Contract Details or as otherwise incorporated in the Contract.

**School** means the school which the School Council represents.

**School Council Child Safety Policies** means any relevant School Council policies, codes, guidelines or associated documents that in any way relate to child safety, including any policies, codes, guidelines or associated documents that the School which the School Council represents produces for the purpose of meeting its minimum child safety standards pursuant to section 5 of the Ministerial Order.

**School Staff** has the meaning given to it in section 4 of the Ministerial Order.

**Student or international student** means a Student enrolled in the subject, who is also subject to the *Education Services for Overseas Students Act 2000* (Cth) and is listed in the Specification (also known as Standard and Study Abroad Students).

**Supplier** has the meaning given on page 1 of the Contract.

**Supplier Code of Conduct** means the Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time).

**VCAA** means the Victorian Curriculum and Assessment Authority.

**VCE** means the Victorian Certificate of Education.

**VPSC Code of Conduct** means the Code of Conduct for Victorian Public Sector Employees 2015 (as amended or replaced from time to time) issued by the Public Sector Standards Commissioner pursuant to section 61 of the *Public Administration Act 2004* (Vic).

**Attachment 2**

**Specification**

The Services must be delivered in accordance with the following Specifications:

1. **Language Unit of Study Details**

[insert language(s) to be taught, plus VCE level]

1. **Premises Specification**

The Supplier must have the right to occupy the premises upon which the campus is located and provide a copy of the occupancy or lease agreement, or licence agreement, if requested.

The Supplier’s campus must meet the minimum standards to be suitable including:

* Premises, furniture and equipment are safe, clean and in good condition with adequate lighting
* Premises include adequate outdoor areas
* Students have access to appropriate, adequate and convenient toilet facilities
* Premises must include enough floor space to deliver the studies based on class size
* Premises must include enough chairs and desks to deliver the studies
* Premises must include any learning or library resources necessary to deliver the studies
* Premises must include any equipment necessary for the delivery of the studies, e.g. a whiteboard or any other equipment necessary for the delivery of the studies.

1. **International Student School Coordinator Details**

Name: [insert name]

Position: [insert position]

Phone: [insert phone number]

Email: [insert email address]

1. **Supplier Representative Responsible for Day-to-Day Operations Details**

Name: [insert name]

Position: [insert position]

Phone: [insert phone number]

Email: [insert email address]

1. **International Student Details**

Please insert details for each column below. Please use N/A if there is no relevant student health information.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Given Name | Family Name | Victorian Student Number | International Student Program Student ID | Emergency Contact information | Relevant student health information | Language studying and level | Full address of study location, including room number | Day of the week for class | Class start time and class finish time |
| ***[Example](#Example" \o "This is an example only. Please delete this line before completing the agreement.)****: John* | *Smith* | *000000001* | *55555* | *ISC, Sue Smith*  *0402 000 000* | *Student carries an EpiPen for food allergies* | *Chinese First Language, Units 3 & 4* | *Room 10b, 100 Example Road, Melbourne 3000* | *Saturday* | *9.30am start*  *12.30pm finish* |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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1. **Teaching Personnel**

The Supplier’s teaching personnel must be registered with the Victorian Institute of Teaching.

Only the teaching personnel specified in the table below are to perform the Services with enrolled Students of the school. If replacement personnel are required for delivering the Services to Students, the Supplier must ensure that any replacement personnel satisfy this Specification. If this contract is varied at a later date to add additional students, this section must be updated if the additional students are participating in a class with different teachers.

|  |  |  |
| --- | --- | --- |
| Name of Teacher | Teacher VIT Number | Unit of Study Being Delivered |
|  |  |  |
|  |  |  |
|  |  |  |

Any Supplier governing committee members, or educational or administrative support personnel engaged in Child-connected work, must have a current working with children check.

1. **Educational Resources and Student Support**

The Supplier warrants that it has adequate staffing and education resources to deliver the Services to International Students having regard to:

1. the *Education Services for Overseas Students Act 2000* (Cth); and
2. the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*; and
3. relevant policies or procedures notified by the School Council.

The Supplier agrees to provide International Students with access to any reasonable support identified by the School Council to support International Students to achieve expected learning outcomes, at no additional cost to the School Council or the International Student.

1. **Student Welfare and Safety**

The Supplier must comply with the Child Safe Standards. The Supplier is expected to have a Child Safe Policy. The Supplier is expected to have a Supervision Policy if there are students older than 18 years of age who will attend the class.

The Supplier will be responsible for providing adequate supervision of the Students whilst they are in receipt of the Services at the Supplier’s premises, including any excursions for Students conducted by the Supplier and when the Student is awaiting collection after class.

The Supplier must promptly notify the International Student School Coordinator when an International Student:

1. is at risk of not meeting their course progress or attendance requirements; or
2. needs, or may need, further support to assist the Student to complete the subject delivered by the Supplier.

The Supplier must immediately notify the Student’s emergency contact if the Student appears to be unwell while attending the Supplier’s premises.

The Supplier must have an emergency management plan that details how it will prepare for and respond to emergencies, and include emergency services contact numbers, contact numbers for the Supplier’s staff with emergency management responsibilities, a clear process for staff and students to follow emergency situations, an area map and evacuation plan.

At least one member of the Supplier’s staff must hold a current first aid certificate issued by an accredited Australian provider.

1. **Student Resources or Support Services to be provided**

|  |  |
| --- | --- |
| Deliverable | Description of materials or services to be provided |
| Study materials and resources to be provided by the Supplier | [insert requirement or not applicable] |
| Student support services to be provided by the Supplier | [insert requirement or not applicable] |

1. **Supplier (community language school) Reporting**

|  |  |
| --- | --- |
| Supplier (community language school) deliverable | Frequency/Deadline |
| Attendance report to school | The Supplier is required to provide the International Student School Coordinator with a fortnightly written attendance report via email to: [school to insert international student coordinator email here] relating to the student’s attendance at the Supplier. |
| Support request to school | The Supplier must immediately notify the International Student School Coordinator by phone or by email if it becomes aware that the Student is unwell, needs additional support, or protection from harm, in connection with the Student’s participation in a class. |
| Student mid-Semester 1 progress report to school | [School to negotiate with Supplier, and insert agreed date] |
| Student Semester 1 results delivered to school | [School to negotiate with Supplier, and insert agreed date] |
| Student mid-Semester 2 progress report to school | [School to negotiate with Supplier, and insert agreed date] |
| Student Semester 2 results delivered to school | [Two weeks before deadline for VCAA Results] |

1. **Student complaints and appeals**

If a student has a complaint about the class conducted at the Supplier, the Supplier will refer the complaint to the International Student School Coordinator for advice on the process to be followed.

**Attachment 3**

**Notification of Change of Student and Enrolment Details**

Attachment 3 has been included to allow the School or Supplier to provide notification of a change in contract details relating to the delivery of VCE language studies at a community language school after the original contract is signed. This notification of change must be provided by the School to the International Education Division at [isp.quality@education.vic.gov.au](mailto:isp.quality@education.vic.gov.au).

|  |  |  |
| --- | --- | --- |
| To: | School or Supplier: |  |
| Contact: |  |
| Email: |  |
| From: | School or Supplier: |  |
| Contact: |  |
| Email: |  |

This is a notice to advise of the following changes to the Contract regarding student and/or enrolment details and is effective immediately.

Please amend your records to reflect the updated details.

|  |  |  |
| --- | --- | --- |
| Variation | | Details |
|  | Additional student enrolments | Please see student details in the table below, if applicable. |
|  | Student withdrawals | [Insert student name and number here] |
|  | Program content - competencies |  |
|  | Commencement and completion dates |  |
|  | Delivery arrangements |  |
|  | Changes to trainers / staff |  |

**Additional international student/s the School needs to enrol with the Supplier:**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Given Name | Family Name | Victorian Student Number | International Student Program Student ID | Emergency Contact information | Relevant student health information | Language studying and level | Full address of study location, including room number | Day of the week for class | Class start time and class finish time |
| [***Example***](#Example)*: John* | *Smith* | *000000001* | *55555* | *ISC, Sue Smith*  *0402 000 000* | *Student carries an EpiPen for food allergies* | *Chinese First Language, Units 3 & 4* | *Room 10b, 100 Example Road, Melbourne* | *Saturday* | *9.30am start*  *12.30pm finish* |
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**NOTE: The Supplier must be notified of additional students and indicate acceptance by completing the section below.**

Signed for and on behalf of the Supplier by:

Signature of Supplier’s Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_ Position of Authority (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of Supplier’s Representative (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The principal can only sign this contract if the principal is an executive officer of the school council. [↑](#footnote-ref-2)