

<b>PROCEDURE:</b>	<b>PARTNERSHIP AGREEMENT</b>
<b>NVR Ref:</b>	<b>Standard 2</b>
<b>MCC Ref:</b>	<b>MCC-3-P 1</b>
<b>Purpose</b>	To formalise partnership agreements with organisations that provide training and/or assessment on behalf of the Institute.
<b>Scope</b>	This procedure covers all partnership agreements with external providers of training.
<b>Responsibilities</b>	<p><b>The CEO is responsible for:</b></p> <ul style="list-style-type: none"> <li>• the overall responsibility for negotiating and arranging partnership agreements with external training providers;</li> <li>• documenting the terms of reference for training to be outsourced;</li> <li>• monitoring and evaluating training;</li> <li>• ensuring costs are in accordance with quotes and budgets;</li> </ul> <p><b>The Quality Improvement Manager is responsible for:</b></p> <ul style="list-style-type: none"> <li>• Providing feedback to the CEO on the quality systems used by partnering training providers and whether they are compliant with NVR Standards.</li> </ul>
<b>Action/Method</b>	<p>Terms of reference must be established prior to any sub-contracting works, which must be approved by the CEO.</p> <p>Terms of reference must be formalised, and outline specific objectives, timeframes and performance indicators.</p> <p>Once the terms of reference are approved and agreed, both parties must sign written confirmation, in the form of a Contract for the Delivery of Training and Assessment.</p>

<b>Action/Method (cont)</b>	<p>The Quality Improvement Manager, depending on the frequency and nature of the project, must carry out performance reviews. Reviews are to be provided to the CEO for approval prior to any payments being made.</p> <p>If the Institute chooses to partner with other organisations for the delivery of services within their current scope, documented written agreements must be compiled and signed by both parties prior to any delivery. This agreement will be in the form of a Contract for the Delivery of Training and Assessment that will specify the responsibilities, obligations and functions of both organisations.</p> <p>When all terms and conditions have been agreed and documented, the Contract for Delivery of Training and Assessment is signed and dated by the CEO and the equivalent person in the partnering organisation.</p> <p><b>REFERENCES</b></p> <p>Contract for the Delivery of Training and Assessment – Appendix A.</p>
<b>Freedom of Information</b>	<b>Disposal of Records with regard to the Freedom of Information Act Retention of Records for Freedom of Information Purposes Access to Archived Records</b>

**VERSION CONTROL****Review/ amendment history****Policy Approved by:** Chief Executive Officer**Responsible Officer:** Chief Executive Officer**Next Policy Review Date:** July 2018

<b>Version</b>	<b>Date</b>	<b>Details</b>
1.0	July 2014	Policy issued
2.0	Dec 2014	Updated to reflect Standards for Registered Training Organisations (RTOs) 2015
3.0	July 2015	No material change
4.0	July 2016	No material change
5.0	June 2017	No material change

## **CONTRACT**

### **FOR THE DELIVERY OF TRAINING AND ASSESSMENT**

**THIS CONTRACT** is made on the .....day of..... (*month*) ..... (*year*)  
at .....(*address*), .....(*State*),  
Australia

#### **BETWEEN**

Macquarie Commercial College PTY LTD

Hereinafter referred to as MCC

#### **AND**

.....(*Organisation Name*) ("THE TRAINER/ASSESSOR")

.....(*Address*)

.....(*Contact Name*)

Hereinafter referred to as THE TRAINER/ASSESSOR

#### **WHEREAS**

- a) MCC is a Registered Training Organisation that seeks to deliver nationally recognised qualifications to Diploma level in ..... (*course/s, eg Certificate III in Civil Construction*) to students, and
- b) THE TRAINER/ASSESSOR is qualified to provide training and assessment services on behalf of the Institute.
- c) The parties desire to record the terms of their Contract.

**CONTRACT FOR THE DELIVERY OF TRAINING AND ASSESSMENT (cont)**

**THE PARTIES AGREE AS FOLLOWS**

1. MCC shall perform its obligations under the terms and conditions outlined in Schedule 1.
2. THE TRAINER/ASSESSOR shall perform his/her obligations under the terms and conditions as stated in Schedule 1.
3. Schedule 1 forms part of this Contract.

**IN WITNESS WHEREOF** the parties hereto have executed the Contract on the dates below:

SIGNED For and on behalf of the **Macquarie Commercial College Ltd**

By .....  
(Name)

CHIEF EXECUTIVE OFFICER

On the .....day of ..... 2017

In the presence of:

.....  
(Print Witness' Name)

SIGNED for and on behalf of

.....THE TRAINER/ASSESSOR  
(Organisation Name)

By .....  
(Print Name)

On the.....day of .....2017

In the presence of:

.....  
(Print Witness' Name)

.....  
(Signature)

.....  
(Signature)

.....  
(Signature)

.....  
(Signature)

**CONTRACT FOR THE DELIVERY OF TRAINING AND ASSESSMENT (cont)****SCHEDULE 1****PARTY A:** **MACQUARIE COMMERCIAL COLLEGE LTD (MCC)****CONTACT PERSON:** ..... (Name)**POSITION:** CEO**PARTY B:** .....(Organisation Name)  
**(THE TRAINER/ASSESSOR)****CONTACT PERSON:** ..... (Name)**1. MCC's OBLIGATIONS**

- 1.1 MCC agrees to contract the services of THE TRAINER/ASSESSOR commencing the ..... (date), to deliver training and assess students completing studies at..... (Facility location), with a further Contract for continued services to be negotiated at that time. This Contract is subject to a three (3) month probationary period.
- 1.2 MCC agrees to remunerate THE TRAINER/ASSESSOR for his/her services at the inclusive rate of \$..... per hour, plus GST if applicable, and will make payment via cheque to THE TRAINER/ASSESSOR within 3 days of receipt of a Tax Invoice for the required amount on a fortnightly basis. The total number of hours allocated for training and assessment is ..... hours (Allocated Hours) maximum. Variations to these times and nominated total hours shall be negotiated between both parties.
- 1.3 MCC shall be responsible for ensuring that the following compliance requirements are met to ensure its ongoing operation as a Registered Training Organisation:
- *Appropriate facilities*
  - *Compliant Quality Systems*
  - *Student records and management systems*
  - *Assessment Resources for each competency*
  - *Delivery Resources for each qualification*
  - *Suitably qualified trainers/assessors*
  - *Required Insurances*

**CONTRACT FOR THE DELIVERY OF TRAINING AND ASSESSMENT (cont)****2. TRAINER'S OBLIGATIONS**

- 2.1 THE TRAINER/ASSESSOR shall provide MCC with certified copies of all qualifications relevant to teaching to Certificate level in .....(Course), together with an up-to-date resume and completed MCC Staff Profile Form upon signing this Contract, in order for MCC to maintain its human resource NVR compliance requirements.
- 2.2 THE TRAINER/ASSESSOR shall carry out training and assessing services at the (training facility), and shall attend such premises from ..... to .....(Hours of Duty) each week for the duration of the contract, unless otherwise negotiated between both parties.
- 2.3 THE TRAINER/ASSESSOR agrees that he/she will:
- Follow the policies and procedures of MCC at all times, including completion of required forms for employment, student records, assessment evidence, issuing of qualifications, course review and validation processes.
  - Obtain public liability insurance to cover against any injury that he/she may cause during the course of his/her duties as a trainer and assessor for MCC.
  - Provide updated evidence of insurance and qualifications at the beginning of each year.
  - Provide MCC with an ABN (Australian Business Number) to effect payment of invoices.
  - Declare all other lecturing, teaching, presenting or assessment work for other training organisations that offer the same courses as MCC.
  - Not promote, in any way, any other business or Registered Training Organisation to students, staff or volunteers of MCC without the written consent of the Institute's CEO.
  - Not divulge or disclose any confidential information obtained about any person or student unless required by law, and will not divulge any information without first seeking permission to do so from the CEO of MCC.
  - Exercise proper skill and care in the conduct of his/her duties.
  - Be in attendance in the classroom prior to the commencement of each training session.
  - Not engage in any activities that could be construed as misconduct, which includes, but is not limited to:
    - *Fighting on the premises*
    - *Consumption of illegal drugs on the premises*
    - *Consumption of alcohol on the premises*
    - *Any act of dishonesty*
    - *Any criminal act*
    - *Use of abusive or bad language*
    - *Any sexual or racial harassment*
  - At all times act in a professional manner, and will at no time take part in behaviour that can be construed as not in the best interests of MCC.
  - Not breach any of the employment conditions outlined in this Contract, and acknowledges that to do so could lead to immediate dismissal and/or legal action.

- Participate in professional development activities arranged by MCC, including upgrade to Certificate IV in Training & Assessment within the first six months of this Contract.

**CONTRACT FOR THE DELIVERY OF TRAINING AND ASSESSMENT (cont)**

2.4 THE TRAINER/ASSESSOR agrees that all delivery and assessment resources supplied for his/her use in the delivery and assessment of training, together with all quality system documentation, are the property of and copyright to MCC, and no materials may be reproduced in full or part thereof for any purpose without written permission of MCC's CEO.

**3. TERMINATION OF CONTRACT**

3.1 MCC may terminate the Contract upon one (1) month's written notice if MCC determines that THE TRAINER/ASSESSOR is not acting in the best interests of MCC or one (1) week's written notice should MCC receive any student complaints about THE TRAINER/ASSESSOR that are substantiated.

3.2 THE TRAINER may terminate the Contract upon one (1) month's written notice should MCC fail to remunerate THE TRAINER/ASSESSOR as per 1.2 of this Contract, or should THE TRAINER/ASSESSOR determine that to continue working for MCC would not be acting in his/her best interests.

**4. DISPUTE RESOLUTION**

4.1 The parties shall seek to settle any dispute arising in connection with this Contract by negotiation, mediation and conciliation between the parties.

4.2 For the avoidance or settlement of disputes, and for the better management of this Contract, representatives shall be the contact persons detailed in Schedule 1.