

## Appendix: Terms of Authorisation

### Definitions

1. ACAS refers to the Australian Centre for Advanced Studies Inc.
2. SRTO refers to the Standards for Registered Training Organisations 2015 or any subsequent quality framework that is mandatory in the Australian vocational education sector.
3. The *programs* will include any equivalent replacement versions of those programs.
4. *Authorisation* means that the auspicee is authorized to offer a program under the auspices of ACAS only after it has met all ACAS requirements, including but not limited to the approval of staff and of the Training and Assessment Strategy.
5. *Auspicee* has the meaning of:
  - a. *Third Party* as defined in the "Standards for Registered Training Organisations (2015)".
  - b. *Member* as used in the "Associations Incorporation Act 2015 (WA)".

### Purpose

6. The purpose of these terms of authorization is to specify the terms of agreement between ACAS and the auspicee.

### Application

7. ACAS may issue the auspicee with written addenda to document authorisation for any additional, subsequent programs or changes in scope.
8. Addenda will have the same force as if they were written into this agreement.
9. This agreement refers to all services and materials of any kind provided to the student or client group by the auspicee or by other parties acting on its behalf relating to the provision of programs.

### Compliance

10. The auspicee will comply with:
  - a. ACAS policies and procedures published on the ACAS website.
  - b. The relevant provisions of the SRTO.
  - c. Any other relevant provisions of legislation, including governmental policies and frameworks that affect the conducting of programs (for example, traineeships, overseas students, Centre-link entitlements, Feehelp grants, traineeship funding) and,
  - d. any updates and amendments in the above that from time to time become necessary.
11. The purpose of the ACAS policies and procedures is to require compliance with the SRTO and any other mandatory and program quality requirements, including risk management.
12. The auspicee has read the ACAS policies and procedures and understands them to its satisfaction.
13. The auspicee understands that:
  - a. policies are regularly reviewed as part of ACAS's continual improvement.
  - b. procedures are continually under review as part of ACAS's ongoing improvement.
14. The auspicee will demonstrate full compliance before any programs are commenced:
  - a. ACAS will only recognise studies of the auspicee for which full compliance has already been demonstrated.
  - b. Compliance may be demonstrated by one of the following means:

- i. External audit by the accreditation authority
- ii. Desktop or onsite audit conducted by ACAS.

### **Auspicee's obligations**

The auspicee will:

15. Provide all resources (human, material and otherwise) for complying with these obligations
16. Conduct programs according to ACAS policies and procedures.
17. Demonstrate compliance with the SRTO for all programs at least annually, including SRTO requirements not specifically detailed in this agreement.
18. Provide any access necessary for internal audits.
19. Provide translators and interpreters necessary for audits and quality management activities.
20. Cooperate with the VET Regulator:
  - a. by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services; and (SRTO 8.2.a)
  - b. in the conduct of audits and the monitoring of its operations. (SRTO 8.2.b)
21. Recruit and select students:
  - a. Advertise programs that it is authorized to offer
  - b. Provide, in print or through referral to an electronic copy, current and accurate information that enables prospective students to make informed decisions about undertaking training, including all information as required by the SRTO (including but not limited to the use of qualification titles.
  - c. Provide all information regarding fees and refunds as required by the SRTO.
22. Conduct any necessary admission and post-admission procedures, including but not limited to:
  - a. Provide any necessary student orientation and any pre-admission and post-admission information that ACAS or the SRTO has prescribed
  - b. Determine the support needs of each student and provide access to the educational and support services necessary for him/her to meet the requirements of the training product as specified in training packages or VET accredited courses.
  - c. Ensure that all applicants have a Universal Student Identifier, unless exempt.
23. Conduct industry consultation for qualifications offered, unless ACAS centralizes industry consultation for specific qualifications.
24. Provide all assessment tools and teaching materials by:
  - a. Using materials provided by ACAS according to the ACAS policy at the time
  - b. Using third party materials with the prior approval of ACAS.
25. If using ACAS training and assessment materials, give feedback for their continuous improvement.
26. Ensure that all training and assessment materials comply with the requirements of the qualification or accredited course.
27. Provide qualified staff and require its staff to comply with all ACAS policies and procedures and terms of this agreement.
28. Provide, in print or through referral to an electronic copy, current and accurate information that enables students and prospective students to make informed decisions about undertaking training with ACAS.
29. Refer students and prospective students to information on the ACAS website that enables to them to make informed decisions about undertaking training with ACAS.
30. Manage risks (e.g. loss of key staff, loss of data, financial losses, loss of the use of key facilities through fire, water, theft, or discontinuation of agreements with other parties)
31. Conduct and document annual continual improvement

32. Provide any other resources required to conduct programs, (e.g. those listed in the units of competency, training rooms, equipment)
33. Keep copies of its own records including anything that can be audited for compliance (e.g. student records, copies of all training and assessment materials, assessment evidence).
  - a. Make those records available for audit.
  - b. Maintain security of data and documents
34. Provide ACAS with accurate data, records and information by the date informed required for:
  - a. government reporting and SRTTO requirements, and
  - b. the conduct of ACAS's role according to this agreement.
35. Pay all fees according to this agreement and the schedule of fees at the time.
36. Comply with any other legislation applicable to its programs (e.g. approval for use of premises, workplace health and safety, non-discrimination, school education).
37. Inform ACAS of any legislation and other government regulations relevant to the programs that are not on the ACAS's list of legislation at the time.
38. Provide any necessary support services for students at its own expense, unless it informs students prior to course commencement that they may need to obtain and pay for external support themselves.
39. The auspicee will require its employees to comply with this section as a condition of employment, whether employees are paid or voluntary.

#### **ACAS's obligations to the auspicee**

ACAS shall:

40. Provide all resources (human, material and otherwise) for complying with these obligations.
41. Monitor compliance with the STRO through audits and other means.
42. Monitor program quality, risks, and continual improvement.
43. Issue graduation documents and mail them to the auspicee:
  - a. upon payment of all fees and sufficient documentation supplied by the auspicee within thirty days of its arrival at the ACAS office.
  - b. when all requisites have been met.
44. Issue duplicate graduation documents upon request and payment of the fee.
45. Oversee validations of assessment.
46. Address any government regulations regarding the VET programs (e.g. provision of data, Unique Student Identifiers).
47. Provide access to Centerlink benefits for eligible students.
48. Retain the responsibility for making all representations to the accreditors and any other government agency if the need arises, except where the auspicee is specifically authorised or the government agency specifically determines otherwise.
49. Provide all current information and advice necessary for compliance with the above in a useful form on all matters relating to provision of programs.
  - a. ACAS will normally provide information and advice to auspicees though the ACAS website and email.
  - b. Other channels of communication will vary from time to time and according to need, and may include visits, telephone, and Professional Development sessions.
  - c. ACAS may also refer the auspicee to Professional Development conducted by other parties.
50. Provide students and prospective students with information on the ACAS website that enables to them to make informed decisions about undertaking training with ACAS.
51. ACAS may choose to offer training materials, assessment materials and to conduct centralized industry consultation for particular qualifications if it decides it is necessary to maintain compliance.

52. ACAS gives no guarantee of any kind whatsoever pertaining to the accuracy of any advice where information is not publicly disclosed by the relevant government department.
53. The existence of alternative professional opinion will not be deemed evidence that any advice given by ACAS is incompetent or negligent.

#### **Names and logos**

54. The auspicee hereby authorises ACAS to use its name and logo in identifying it as an auspicee of ACAS.
55. The auspicee may use the ACAS logo on promotional and publicity literature relating to the programs with the website address of ACAS and will follow the ACAS policy for using the logo.
56. The auspicee authorises ACAS to use its name and logo on the ACAS website, and the name and image of its designated chief officer.

#### **Terms of payment**

57. Auspicee fees owing to ACAS will be paid in advance of the period to which they apply.
58. Any fees payable under a previous agreement with ACAS shall remain payable.

#### **Multiple sites**

59. If an auspicee operates multiple sites:
  - a. The auspicee must appoint an on-site person to be its contact person for ACAS business.
  - b. It must use the same training and assessment materials and industry consultation at each site for each qualification.
  - c. It must demonstrate other compliance separately for each site, including, but not limited to sufficient resources and qualified trainer-assessors who meet current SRTO requirements.
  - d. It must pay any ASQA fees incurred by ACAS for the extra site or sites.
60. If a site uses separate training materials, assessment materials, or industry consultation, then it must have a separate agreement with ACAS as a separate auspicee.

#### **Other accreditation**

61. Unless the auspicee is a high school,
  - a. the auspicee will not gain nor seek to gain other academic accreditation for the programs of study by any means whatsoever, including but not limited to by establishing a Registered Training Organization, getting recognition from another Registered Training Organization, or by getting parallel registration in the higher education sector.
  - b. ACAS will be preferred provider with right of first refusal for any new programs recognized in the VET sector introduced by the auspicee.
62. The auspicee will not establish programs that are in competition or in conflict of interest with other programs provided by ACAS.

#### **Control of programs**

63. The auspicee understands that programs are under the control of ACAS.
64. The auspicee may have service agreements with other parties, but it shall not delegate control and supervision of programs to any other body nor subcontract its obligations in this agreement to other parties through any kind of sub-auspicee agreement.
65. The auspicee requires prior approval from ACAS before offering programs at any site other than its own.

### **Autonomy**

66. In matters not directly relating to this agreement, the auspicee will have complete autonomy and confidentiality from ACAS.

### **Confidentiality and reputation**

67. Each party will guard the confidentiality of the other party's business within the sphere of ACAS's inducted staff and Board members.

68. Each party will make all reasonable effort to guard the reputation and good name of the other party and will also require its staff to do so.

### **Indemnification**

69. ACAS hereby releases the auspicee from all liability and obligation of any kind whatsoever relating to ACAS activities outside the auspicee.

70. The auspicee hereby indemnifies and holds harmless ACAS and its officers from any and all expenses and liabilities resulting from actions pursuant or related to this agreement or any previous agreements between the ACAS and the auspicee.

### **Notices**

71. Notices will ordinarily be given in the first instance by electronic mail.

72. A hard copy written notice required or permitted under this agreement from one party to the other party will be deemed to have been duly given on the third day after mailing by ordinary post if mailed to the party at the most recent address given by written notice.

### **Disputes**

73. If either party fails to comply with the terms of this agreement, then it will be treated as a dispute.

74. Any disputes will be resolved according to the dispute resolution procedure as laid out in ACAS's policies at the time.

### **ACAS's Registration**

75. ACAS will make every reasonable effort to maintain registration as a Registered Training Organization and any other registrations and accreditations necessary for the conducting of its business.

76. If an ACAS registration or accreditation is suspended, cancelled, or lost for any reason whatsoever, and its registration and re-registration is no longer in process either through complaint or appeal or in any other way, then:

a. the suspension, cancellation, or loss will not in itself be evidence of negligence or recklessness on the part of ACAS.

b. the provision of recognition will follow the guidelines set in place by the accreditor until such time as registration is regained and will then operate as if loss of registration had never been suspended.

### **This agreement**

77. The terms of the agreement are defined by this agreement.

78. ACAS's records are deemed to be accurate unless proven otherwise.

79. Ownership of intellectual property will follow the ACAS policy at the time.

80. Both parties revoke all former agreements between them whether oral, implied or of any other kind whatsoever. However, no debts incurred under a former agreement will be cancelled and late fees shall continue to accrue until all debts are paid in full according to the terms of this agreement and to law.
81. This agreement is binding absolutely upon all parties.
82. No part or detail of this agreement will be revoked or changed in any way whatsoever except by a written agreement that is equally binding to this agreement and is agreed upon by both parties.
83. This agreement will be interpreted according to the governmental laws of Western Australia.
84. If a competent court of law determines that any part or condition of this agreement to be invalid, void or unenforceable, the remainder of the agreement will remain fully in force and will not be affected or impaired in anyway whatsoever.
85. This agreement is made in good faith, and if any defect whatsoever is subsequently found in either or both of the signatory's authorizations then that defect will not affect or impair the agreement in anyway whatsoever and the agreement will remain fully in force.
86. This agreement will commence immediately upon signing by both parties.
87. This agreement is made in two identical copies. One copy will be given to each of the parties to this agreement and each copy will have the same legal force.

#### **Ending this agreement**

88. This agreement will remain in force for a period of five years from the date of signing, and will be automatically extended every five years thereafter unless either party withdraws according to the terms of this agreement.
89. Either party may withdraw from this agreement on the basis of a written notice provided six months beforehand, except that the auspicee may not withdraw before a period of two years have elapsed from the signing of this agreement. Thereafter, the auspicee may withdraw on thirty days notice if it has not had enrolled students for a period of ninety days continuously.
90. ACAS may, at its sole discretion, cancel this agreement forthwith or determine terms of suspension if the auspicee:
  - a. fails to pay fees within thirty days of date due, or
  - b. fails to comply with the terms of this agreement, or
  - c. has no enrolled students for a period of 18 months.
91. This agreement will cease immediately if either party:
  - a. becomes insolvent, makes any assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver to its business or assets,
  - b. conducts activities that are illegal or apparently illegal,
  - c. becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign other than a proceeding that the auspicee demonstrates to ACAS reasonable satisfaction that the auspicee will be able to successfully defend;
  - d. is wound up or liquidated, whether voluntarily or involuntarily.
92. If the auspicee is wound up for any reason whatsoever, its obligations to students will be discharged to students according to the ACAS policy and procedure at the time.
93. If this agreement concludes for any reason whatsoever, then:
  - a. the auspicee shall provide ACAS with copies of all documents according to the policies in force at the time.
  - b. no debts will be cancelled and fees shall continue to accrue until all debts are paid in full according to the terms of this agreement and to law.

End