

## CONTRACT FOR THE PROVISION OF STAR ELIGIBLE COURSES

**Between:**  (The Provider)

**AND:**  (The School)

### The terms of this contract shall be as follows:

1. **Courses:** The provider will provide some or all of the Star eligible courses in the **Schedule of Courses** (Schedule A) attached to this contract.
2. **Course Details:** Course outline containing venue, dates topics and Unit Standards covered will be supplied to the school. Either party may propose changes to these details. Changes are to be received in writing a minimum of 10 (ten) weekdays in advance of the course start. No guarantee of approval is to be assumed by either party.
3. **Course Postponement or Cancellation:** The provider has the right to postpone or cancel a course if confirmed enrolments received 5(five) weekdays prior to the course start are considered insufficient to run the course as contracted. The provider must advise all schools involved a minimum of 2 (two) weekdays in advance.
4. **Consultation:** Where considered necessary by either the School or the Provider, both parties shall consult with the other party on all matters associated with the services.
5. **Course Payment:** The provider will submit invoice(s) as follows:
  - 5.1 For full payment of each course, sent at the end of each month – payment is to be by cheque, received within 7 (seven) days of the invoice date.
  - 5.2 The total payment for each course will be based on the number of students enrolled 5 (five) weekdays prior to the course, or the number of students who attend the course (whichever is greater).
6. **Unit Standards:** NOTE: It is the schools responsibility to have the student “hooked-on” and provide the Provider with the NZQA number.
  - 6.1 The provider will supply a list of Unit Standards and Credits each student has attained, or worked towards.
  - 6.2 The school will be responsible for reporting all student results to NZQA
  - 6.3 Students may be given 1 (one) opportunity to re-sit unattained Unit Standard if not competent on first attempt, by completing a given assignment, this must be completed and received within 2 (two) weeks of the course completion. (This will be in accordance with NZQA Policy guidelines regarding the ability to give further learning opportunities, which may not always be possible).
7. **Monitoring / Evaluation:** The provider will allow the school to evaluate the courses provided any course visits are organised in advance.
8. **Disputes:**
  - 8.1 If any dispute arises out of the Agreement the parties shall resolve the dispute to their mutual satisfaction by way of negotiation.
    - b. Where a dispute arises and no agreement can be made the dispute shall be referred to the Chairperson of the School and the Manager (by whatever description) of the Provider for mutual resolution.

**9 Warranty of Interest:** The provider warrants that it shall not undertake any other work either directly or indirectly which may place the provider in a conflict of interest position with respect to the services to be provided to the School.

**10 Variations:**

10.1 The School shall keep the Provider informed as to any proposed policy changes that may alter the position of the Provider under this agreement.

10.2 Apart from the policy changes the Provider and the School may not vary this agreement by mutual consent. Such variation shall be in writing and shall be read together with and deemed part of this agreement.

**11 Confidentiality:** Except as otherwise required by law, the Provider and the School shall keep confidential all information relating to or arising out of this Agreement.

**12 Review of Agreement:** The school does not guarantee that this Agreement will be either extended or a new Agreement negotiated.

**13 Termination:**

13.1 Either the Provider or the School may terminate this Agreement, on giving the other party 1 (one) month's written notice of termination, where the other party has either breached an obligation or failed to perform an obligation required under this Agreement.

13.2 Notice of termination, as referred to in clause 13.1 above, shall not be issued by either the Provider or the School unless the other party has been given a reasonable opportunity to remedy that breach or failure to perform an obligation.

13.3 Where any such notice of termination is issued-

a) The School shall not be obliged to pay the Provider for any services other than for the services performed up to the specified termination date.

b) The provider shall not be obliged to provide any further services for the School after the specified termination date.

13.4 Notwithstanding clause 13.1 above either the Provider or the School may, after consultation with the other party and without fault of either party, agree to terminate this Agreement by giving the other party 3 months written notice.

**SIGNED**

For and on behalf of the Provider

**DATE**

**SIGNED**

For and on behalf of the School

**DATE**

Please return the signed Memorandum of Understanding and contract to Vision College. **We will sign and return a copy to you.**  
**Fax:** 07 853 0223 **Email:** [hamilton@visioncollege.ac.nz](mailto:hamilton@visioncollege.ac.nz) **Post:** Vision College, 21 Ruakura Road, Hamilton 3216

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between **ATC New Zealand** (of which Vision College is a division)

And  Board of Trustees (herein after called the "Board")

who agree to negotiate the supply of STAR eligible courses and/or Vocational taster courses designated in the schedule attached.

As a recognised Training Provider, **ATC New Zealand** acknowledges that it is accredited by the New Zealand Qualifications Authority (NZQA) for all courses offered/provided. Evidence of accreditation will be provided on request from the Board.

The provider code for NZQA reporting purposes is 8895.

The Provider and the Board agree that a contract arising from this memorandum will be completed prior to the commencement of course delivery.

On behalf of **ATC New Zealand** (the Provider)

Signature:

Position:

Date:

On behalf of  (the Board)

Signature:

Position:

Date:

### SCHEDULE A: SCHEDULE OF COURSES

**This agreement covers the following STAR eligible courses and/or Vocational taster Courses.**

Armed Services  
Early Childcare  
Rock Bands  
Song Writing  
Sound Engineering  
Web Design

As well as any other STAR Eligible courses and/or Vocational Taster courses offered by Vision College in the future.

