

## **AGREEMENT FOR SERVICES**

ACPET INDUSTRY CERTIFICATION  
PROVIDED BY NEAS

13/10/2019

Version 8

<b>PARTIES</b>	
<b>Contractor</b>	<b>Australian Council for Private Education and Training</b> <b>ABN 63 054 953 758</b>
Contractor Project Officer	Attention: Matt Traynor Telephone: 07 3210 1628 Email: matthew.traynor@acpet.edu.au
Contractor Notice Recipient	Attention Matt Traynor Telephone: 07 3210 1628 Email: matthew.traynor@acpet.edu.au
<b>Supplier</b>	<b>National ELT Accreditation Scheme (NEAS)</b> <b>ABN 29 003 980 667</b>
Supplier Project Officer	Attention: Patrick Pheasant Telephone: 02 9954 6077 Email: p.pheasant@neas.org.au
Supplier Notice Recipient	Attention: Patrick Pheasant Telephone: 02 9954 6077 Email: p.pheasant@neas.org.au
<b>DETAILS</b>	
<b>Services</b>	The Services to be provided will be described in the Statement of Work (Schedules A-F) attached to this Agreement.
<b>Commencement Date</b>	13 November 2017
<b>Contract End Date</b>	12 November 2020
<b>Deliverables</b>	The Deliverables to be provided as part of the Services will be described in the Statement of Work or reference schedule attached to this Agreement
<b>Review period</b>	There will be a review period of one year from commencement date (13 November 2018) during which the Contractor may terminate the agreement according to Clause 9.1.
<b>Contractor Materials</b>	The Contractor Materials will be described in, or attached to each Statement of Work (if any) or Purchase Order submitted by the Contractor to the Supplier
<b>Background IPRs</b>	IPRs owned by a party whether before or after the Commencement Date or which the party is authorised to use and which the party makes available for the purpose of providing the Services, including the following specific IPRs to be used under this Agreement:

	<b>Contractor Background IPRs:</b> NEAS Quality Endorsement, NEAS Quality Endorsed Centre, NEAS Quality Assurance Process, NEAS Premium product Endorsement
	<b>Supplier Background IPRs:</b> ACPET Industry Certification
<b>Supplier Personnel</b>	As per Schedule E in Statement of Work
<b>Fees</b>	All Fees will become due and payable within 30 Business Days from receipt and acceptance of a properly rendered invoice. As per Schedule D in Statement of Work
<b>Note:</b> All capitalised terms in column 1 or column 2 have the meaning given in column 2. <b>EXECUTED</b> as an agreement	
<b>SIGNED</b> for and on behalf of <b>THE CONTRACTOR</b> by its duly authorised representative:  ..... Signature ..... Printed Name ..... Position ..... Date .....  <b>In the presence of:</b> ..... Signature ..... Printed Name	<b>SIGNED</b> for and on behalf of <b>SUPPLIER</b> by its duly authorised representative:  ..... Signature ..... Printed Name ..... Position ..... Date .....  <b>In the presence of:</b> ..... Signature ..... Printed Name
<b>Note:</b> By executing this Agreement each signatory represents that he or she is authorised to sign on behalf of its entity. The date of this Agreement will be the date this Agreement has been executed by both parties.	

## **GENERAL TERMS**

### **1. SUPPLY OF SERVICES**

- 1.1 This Agreement begins on the Commencement Date and continues until the Contract End Date unless terminated earlier in accordance with this Agreement.
- 1.2 The Contractor appoints the Supplier to provide the Services during the term of this Agreement.
- 1.3 If specified in the Details or Statement of Work, the Supplier will use the Supplier Personnel including any Nominated Personnel to supply the Services to the Contractor.
- 1.4 The Supplier will obtain the written permission of the Contractor before carrying out any additional work to the Services or incurring additional costs other than as agreed with the Supplier as part of the Fees.
- 1.5 If the Supplier is required to provide any Services within any lands or buildings owned or occupied by the Contractor, then the Supplier must observe the Contractor's by-laws, rules and policies
- 1.6 Except as expressly provided in the Details or Statement of Work, the Supplier may not subcontract any obligations under this Agreement without the prior written consent of the Contractor.
- 1.7 If the Contractor, acting reasonably, is not satisfied that the Supplier Personnel are performing the Supplier's obligations properly, then the Contractor may, by 14 days written notice, require the replacement of that Supplier Personnel with a person reasonably acceptable to the Contractor. If the Supplier does not provide personnel reasonably acceptable to the Contractor, then the Contractor may terminate this Agreement under clause 9.1.

### **2. DELIVERY AND ACCEPTANCE**

- 2.1 The time period for delivery to the Contractor will be specified in the Details or any Statement of Work. If specified as such under the Details, time will be of the essence with respect to the Supplier's delivery obligations under this Agreement.
- 2.2 Payment of any invoice by the Contractor will be deemed acceptance of any Deliverables and Services.

### **3. FEES AND INVOICES**

- 3.1 In consideration for the provision of Services under this Agreement, the Contractor agrees to pay to the Supplier the Fees set out in Schedule D of the statement of work.
- 3.2 Unless otherwise stated in the Details, the Contractor is not required to pay for the Services until all requirements of this Agreement (including testing where applicable) have been satisfied in respect of the Services and:
  - (a) a valid invoice has been properly rendered by the Supplier in accordance with clause 3.3. Invoices sent electronically to the Contractor must be in pdf format.;
  - (b) the Supplier has submitted:
    - (i) proof of insurance in accordance with clause 4.5.
  - (c) Pricing tables will be reviewed at the end of the review period, 14 October 2018.
- 3.3 Any invoice issued by the Supplier under this Agreement must include the following information:
  - (a) the invoice number;
  - (b) the amounts payable;
  - (c) the date of the invoice and the period of time to which that invoice applies;
  - (d) the Services to which that invoice relates;
  - (e) any amounts outstanding from previous invoices;
  - (f) the Contractor Project Officer or other personnel to whom the Supplier reports (as specified in the Details or Statement of Work)

- (g) the Supplier's ABN, address, remittance email address and full banking details; and  
any additional information required by law or pursuant to Australian Taxation Office guidelines to qualify as a tax invoice.
- 3.4 Unless otherwise specified in the Special Terms, the Contractor agrees to pay the Supplier the Fees within 30 Business Days of receipt and acceptance of a properly rendered invoice by the Contractor.
- 3.5 If, after payment of any Fees by the Contractor, a party becomes aware that the invoice in relation to those Fees has been rendered incorrectly, that party will promptly notify the other party (including details of any payments which it considers to be in dispute that are the subject of the invoice) and any underpayment or overpayment will be recoverable by or from the Supplier (as the case may be), subject to the Contractor's right of set off pursuant to clause 3.13.
- 3.6 If the Contractor disputes the amount of an invoice submitted by the Supplier, the Contractor is not obliged to pay the disputed portion of the invoice until the dispute is resolved, but must pay all other non-disputed amounts under the invoice in accordance with this Agreement, subject to the Supplier having cancelled the initial tax invoice with respect to the disputed payment and reissuing a new invoice for those non-disputed amounts. The Supplier may not suspend, cancel or withdraw the provision of the Deliverables or performance of the Services in whole or in part as a result of a disputed invoice.
- 3.7 Unless specified otherwise in the Special Terms or the Fees section of the Details, the Supplier must not charge the Contractor for any fees, charges or expenses (including insurance, freight, delivery, travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Fees and Travel Costs listed in Schedule D.
- 3.8 Except as specified in clause 3.9, the Contractor is under no obligation to pay any amount in excess of the Fees.
- 3.9 If, under applicable laws, the Contractor is required to pay superannuation contributions or Taxes in respect of the arrangements effected by this Agreement, the Contractor will make such payments as required under the applicable laws.
- 3.10 Subject to clause 3.1, unless otherwise specified in the Special Terms or the Fees section of the Details or Statement of Work, the Fees may not be increased for any reason without the Contractor's prior written consent.
- 3.11 Unless otherwise specified in the Special Terms or the Fees section of the Details, if GST is payable in connection with Services to be supplied under this Agreement, then the Supplier irrevocably warrants and agrees that the Fee payable to it under this Agreement and specified in the Purchase Order is the GST inclusive price of those Services unless otherwise agreed in the Details section.
- 3.12 If a law requires the Contractor to deduct an amount in respect of Taxes from a payment under this Agreement, then:
  - (a) the Contractor agrees to deduct the amount for the Taxes from the relevant payment; and
  - (b) the Contractor agrees to pay an amount equal to the amount deducted to the relevant Government Agency in accordance with applicable law and provide a payment summary to the Supplier;
  - (c) the Supplier acknowledges that the Contractor is not required to pay an additional amount to the Supplier so that, after the deduction is made, the Supplier would receive a net sum equal to the sum that it would have received if the deduction had not been made.
- 3.13 The Contractor may deduct from amounts which may be payable or which may become payable to the Supplier, any amount due from the Supplier to the Contractor in connection with the performance of the Services (including costs and expenses recoverable by the Contractor from the Supplier under an indemnity, warranty, reimbursement or refund obligation or in consequence of the Supplier's breach of this Agreement). If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due and owing by the Supplier to the Contractor and may be:
  - (a) set off against any other money due to the Supplier by the Contractor under this or any other agreement between the Contractor and the Supplier; or
  - (b) recovered from the Supplier by the Contractor in an appropriate court.

- 3.14 If the Supplier is in material breach of this Agreement with respect to the performance of any Services under this Agreement, the Contractor may, on notice to the Supplier and without limiting the Contractor's other rights and remedies, suspend all payments to the Supplier in respect of this Agreement until the Supplier remedies such breach to the Contractor's satisfaction (acting reasonably). In suspending payment in accordance with this clause the Contractor is not in breach of this Agreement.
- 3.15 The Contractor may (but is not obliged to) pay any amount owing by the Supplier to a third party who has supplied equipment or services to the Supplier in connection with this Agreement where:
- (a) the time for payment has passed;
  - (b) the Contractor reasonably considers that supply to the Contractor of equipment or services may be adversely affected by the non-payment; and
  - (c) the Contractor has first given the Supplier not less than 5 Business Days' notice that it intends to make the payment.
- 3.16 Where the Contractor makes a payment under clause 3.15, the Supplier must pay or credit the amount to the Contractor in accordance with clause 3.15.

#### **4. INDEMNITY, INSURANCE AND WARRANTIES**

- 4.1 The Supplier indemnifies the Contractor against all Losses it directly or indirectly sustains or incurs as a result of:
- (a) any negligent, unlawful or wilful act or omission of the Supplier or Supplier Personnel or subcontractor engaged by the Supplier;
  - (b) the Supplier's failure to pay any Indemnified Tax or Charge in connection with the Services or a Supplier Personnel;
  - (c) any claim by or on behalf of a person who has performed any Services in respect of any monetary or non-monetary benefit including in respect of salary, annual leave, sick leave, long service leave, superannuation, allowance, loading, overtime payments, termination pay or other payment or benefit, whether payable under any law, industrial award or agreement or otherwise;
  - (d) any breach of statute by the Supplier;
  - (e) any breach by the Supplier of clause 6 (Confidential Information),
- except to the extent that any negligent act or omission of the Contractor contributed to the relevant liability.
- 4.2 Any amount for Losses claimed by the Contractor under the indemnity in clause 4.1 will be reduced proportionally to the extent the Losses are directly caused by a negligent act or omission of the Contractor.
- 4.3 The parties agree that, to the extent permitted by law, the operation of Part 4 of the *Civil Liability Act* 2002 (NSW) and legislation having a similar effect in other states and territories of Australia, in respect of the Supplier, the Supplier's subcontractors and the Supplier's Related Bodies Corporate, is excluded in relation to all and any rights, obligations or liabilities sought to be enforced as a breach of contract or a claim in tort or otherwise.
- 4.4 The Supplier must maintain for the term of this Agreement the following policies of insurance:
- (a) Professional indemnity insurance with limits of not less than \$5 million per claim, and for a period of not less than 7 years after the expiry of this Agreement;
  - (b) Public liability (\$5 million for each occurrence) throughout the term of the Agreement; and
  - (c) Workers compensation as required by law covering all persons directly or indirectly engaged in providing the Services under this Agreement.
- The Supplier must ensure that any subcontractor engaged by it is insured to a level commensurate with the insurance obligations of the Supplier under this clause.
- 4.5 The Supplier must provide the Contractor with certificates of currency from its insurance brokers certifying that it has insurance as required by this Agreement.

4.6 The Supplier represents and warrants that:

- (a) it has all rights, title, licences, interests and property necessary to enter into this Agreement and lawfully perform the Services and its other obligations under this Agreement;
- (b) all information which it has, or which any of Supplier Personnel or representatives have provided to the Contractor or any recipient of the Contractor prior to the date of execution of this Agreement is true and correct in every respect and is not misleading or deceptive;
- (c) it has disclosed in writing to the Contractor prior to the date of execution of this Agreement, any matters relating to the commercial, technical or financial capacity of the Supplier that might materially affect the Supplier's ability to perform any of its obligations under this Agreement;
- (d) it and the Supplier Personnel, have the necessary experience, skill, knowledge and competence to perform the Services and has completed all necessary due diligence to complete the works at the fees specified for the services and deliverables as outlined within the Details;
- (e) the Services will be fit for the purposes intended as may be set out in the Statement of Work (if any);
- (f) as far as it is aware it is entitled to license its Background IPRs as required under this Agreement;
- (g) except as notified to the Contractor, it has not entered and it will not enter into any agreement or otherwise deal with its Background IPRs in a way that restricts the exercise of the licence contemplated under this Agreement;
- (h) the Contractor's use of the Supplier's Background IPRs, Project IPRs and Deliverables (Warranted Materials) will not infringe the IPRs of any person; and
- (i) it has the necessary rights to make the assignment contemplated under clause 5.1.

4.7 Without limitation to clause **Error! Reference source not found.**, if a third party claims, or the Contractor reasonably believes that a third party is likely to claim, that all or part of the Warranted Materials infringe their IPRs or breach their confidence, the Supplier must, in addition to the indemnity under this Agreement and to any other rights that the Contractor may have against it, promptly, at the Supplier's expense:

- (a) use its best efforts to secure the rights for the Contractor to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the IPRs of any other person without any degradation of the performance or quality of the affected Warranted Materials.

**5. INTELLECTUAL PROPERTY RIGHTS,**

5.1 All right, title and interest in the Project IPRs arising from Services are owned by the Contractor and, to the extent needed, the Supplier hereby assigns any right, title or interest it may have now or in the future in those Project IPRs to the Contractor.

5.2 Each party's Background IPRs remains with the contributing party.

5.3 The Supplier must ensure all licence fees and/or consents required under law are paid and/or obtained as a result of any reproduction, adaptation or use of any Supplier IPRs and Third Party IPRs necessary for the provision and use of the Services (and any software supplied with the Services) by the Contractor.

**6. CONFIDENTIAL INFORMATION**

6.1 Each party ('recipient') must keep any Confidential Information disclosed to it confidential and must not deal with it in any way that might prejudice its confidentiality. These obligations continue indefinitely beyond the end of this Agreement, but do not extend to disclosures:

- (a) required by law (including under the *Government Information (Public Access) Act 2009 (NSW)*); and
- (b) to a recipient's officers or employees:

- (i) who have a need to know for the purposes of this Agreement (but only to the extent that each has a need to know); and
- (ii) before disclosure, have been directed by the recipient to keep that Confidential Information confidential.

## 7. CONFLICT OF INTEREST

- 7.1 The Supplier warrants that to the best of its knowledge after making diligent inquiry, at the date of signing this agreement no conflict of interest exists or is likely to arise in the performance of its obligations under this agreement. If, during the performance of the Services an actual or threatened conflict of interest arises, or appears likely to arise, the Supplier must:
- (a) notify the Contractor immediately in writing;
  - (b) make full disclosure of all relevant information relating to the conflict; and
  - (c) take such steps as the Contractor reasonably requires to resolve or otherwise deal with the conflict.

## 8. PERSONAL INFORMATION

- 8.1 The Contractor is subject to the *Privacy and Personal Information Protection Act 1998* (NSW) ("**PPIP Act**"). If the Supplier's performance of Services requires disclosure to the Supplier of any personal information (as defined by s4 of the PPIP Act) held by the Contractor ("**personal information**"), then the Supplier:
- (a) may use that personal information only for the purpose of performing the Services;
  - (b) must observe any directions of the Contractor concerning use, storage or security of that personal information;
  - (c) may disclose that personal information to its officers and employees:
  - (d) who have a need to know for the purposes of this Agreement (but only to the extent that each has a need to know); and
  - (e) before disclosure, have been directed by the Supplier to keep that personal information confidential.

## 9. GENERAL

- 9.1 There will be a review period of one year from commencement date (30 August 2018) during which the Contractor will review the services and may terminate the agreement at their discretion with 90 days' notice.
- 9.2 The Contractor may terminate this Agreement by written notice to the Supplier effective from the date of the notice or such later date as is specified in the notice if:
- (a) the Supplier breaches a term of this Agreement that is not capable of remedy and fails to remedy;
  - (b) the Supplier breaches a term of this Agreement that is capable of remedy and fails to remedy the breach to the Contractor's reasonable satisfaction within 14 days after receiving notice requiring to do so;
  - (c) the Supplier is or becomes subject to proceedings which may result in the Supplier becoming bankrupted, wound up, under voluntary administration or subject to the control of a receiver or receiver and manager; or
  - (d) the Supplier or any of its Nominated Personnel is convicted of an offence or commits any act which in the reasonable opinion of the Contractor Project Officer would adversely affect the capacity or suitability of the Supplier to provide the Services.
- 9.3 This Agreement consists of these General Terms, the Details and any annexures or schedules expressly incorporated and it constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- 9.4 This Agreement is governed by the law in force in New South Wales.



- 9.5 Each party agrees to execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as may be reasonably necessary to give effect to this Agreement.
- 9.6 The Contractor reserves the right to retain other persons or entities to supply the Services, including but not limited to any part of the Services.
- 9.7 Any modification, alteration, change or variation of this Agreement is only effective if it is in writing and is executed by appropriately authorised representatives of the parties.
- 9.8 A failure or delay in exercise of a right arising from a breach of this Agreement does not constitute a waiver of that right and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.
- 9.9 This Agreement may consist of a number of counterparts and the counterparts taken together form one and the same document.
- 9.10 The Supplier may only assign its rights or novate its rights and obligations under this agreement with the prior written consent of the Contractor.
- 9.11 Unless the contrary intention appears, in this Agreement:
- (a) references to the singular includes the plural and vice versa; and
  - (b) references to person or individuals include that person's successors, administrators, executors and assigns and a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency.

## 10. DISPUTE RESOLUTION

- 10.1 Before court or arbitration proceedings other than for urgent interlocutory relief may be commenced, the following steps must be taken to attempt to resolve any dispute that arises out of or in connection with this contract (including any dispute as to the validity, breach or termination of the contract, or as to any claim in tort, in equity or pursuant to any statute).
- (a) Notice (the notice of dispute) must be given in writing by the party claiming that a dispute has arisen to the other party (or parties) to this contract specifying the nature of the dispute.
  - (b) Upon receipt of the notice of dispute, the parties must attempt to agree upon an appropriate procedure for resolving the dispute.
  - (c) If within 10 business days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the parties shall refer the dispute to Resolution Institute, (ACN 008 651 232; Level 2, 13-15 Bridge Street, Sydney NSW 2000; email: infoaus@resolution.institute; telephone: (61-2) 9251 3366, for facilitation of a mediation in accordance with Resolution Institute's Mediation Rules.
  - (d) The parties must co-operate with Resolution Institute as facilitator.
  - (e) If within 10 business days after referral of the dispute to Resolution Institute the parties have not agreed upon the mediator or other relevant particular the mediator and any other relevant particular will be determined in accordance with Resolution Institute's Facilitation Rules.
  - (f) This clause will remain operative after the contract has been performed and notwithstanding its termination.

## 11. DEFINITIONS

In this Agreement, in addition to the definitions in the table in the Details section of this Agreement, the following expressions have these meanings:

**Business Day** means any day other than:

- (a) a Saturday, Sunday or public holiday in NSW; and
- (b) a day during the period in which the Contractor is closed during December and January each year.

**Confidential Information** means all information or data that is exchanged between the parties for the purposes of this Agreement or the Services before, on or after the date of this Agreement (including the

terms of this Agreement) relating to the operations, business, research and technology of the disclosing party excluding information which is:

- (a) publicly available or subsequently becomes publicly available other than in a breach of this Agreement;
- (b) lawfully known to the other party on a non-confidential basis before being disclosed by the party that owned the confidential information; or
- (c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential.

In particular, the Contractor's Confidential Information includes confidential information or data within the Contractor Materials.

**Details** means the details set out in the table at the front of this Agreement.

**GST** means any tax levied pursuant to *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Indemnified Tax or Charge** means all group tax, fringe benefits tax, payroll tax, PAYG tax deductions, superannuation contributions, superannuation guarantee charges, workers' compensation premiums, penalties (including penalties and interest arising from late payment or failure to pay) and any other charges imposed by any government authority arising out of or in relation to the provision of the Services through the Supplier Personnel.

**IPRs** means all registered and unregistered rights in relation to present and future copyright, trade marks, designs, know-how, patents, confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

**Losses** means claims, actions, liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party) and consequential and indirect losses and damages including those arising out of any third party claim.

**Nominated Personnel** means a Supplier Personnel who is identified as a Nominated Personnel in the Details or Statement of Work.

**Project IPRs** means any IPRs created in carrying out the Services and includes the Deliverables.

**Purchase Order** means the document entitled "purchase order" issued by the Contractor to the Supplier for particular Services.

**Statement of Work** means the statement of work (if any) attached to this Agreement.

**Supplier IPRs** means

- (a) Background IPRs;
- (b) IPRs owned by to the Supplier which subsist in the Deliverables and the Project IPRs (if the Details or Statement of Work provide that the Supplier owns the IPRs in the Project IPRs); or
- (c) other IPRs which are used in the performance of the Services.

**Supplier Personnel** means any person the Supplier designates to perform the Services on the Supplier's behalf including the Nominated Personnel and any other persons specified in the Details or Statement of Work (if any).

**Taxes** means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, net income.

**Third Party IPRs** means IPRs belonging to a third party which subsist in the Deliverables or Project IPRs or which are otherwise used in the performance of the Services.

# STATEMENT OF WORK

ACPET INDUSTRY CERTIFICATION  
PROVIDED BY NEAS

13/10/2019  
Version 8

## Schedule A: Overview

1. **The ACPET Industry Certification:** “ACPET Industry Certified Member” will be recognised for their educational quality and professional student services.
  - a. The service entails verification of student satisfaction and stakeholder feedback to ensure members are providing high quality education and demonstration of ethical practices and behaviours.
  - b. The service is not centred on members demonstrating regulatory compliance. Being Industry Certified means the member has confirmed their commitment to the Code of Ethics through the demonstration of ethical behaviours and practices, which is beyond regulatory compliance.
  - c. The process follows the student’s journey from their first encounter with the provider and their recruitment process that establishes the student’s expectations right through to graduation where the student has achieved their desired result.
  - d. The student’s journey covers six key areas:
    - i. Marketing and recruitment;
    - ii. Enrolment and orientation;
    - iii. Progression and participation;
    - iv. Student support;
    - v. Teaching quality; and
    - vi. Student outcomes.
  - e. The quality review service is aligned to the Code of Ethics and incorporates a triangulated independent review of:
    - i. Student surveys and focus groups;
    - ii. Practitioner feedback sessions;
    - iii. Learner support provided to students; and
    - iv. Clients, partners and industry feedback.
  - f. Members who gain recognition will benefit from:
    - i. Industry recognition;
    - ii. Meeting (potentially) a precondition of Government training contracts;
    - iii. An ability to lower the risk rating for Tuition Assurance Schemes or (potentially) Regulatory Risk Frameworks; and demonstrating to students and industry that they have implemented ACPET’s Code of Ethics in the pursuit of quality education.
2. **ACPET Industry Certification Service**
  - a. NEAS will provide onsite Industry Certification Service assessments to up to 40 ACPET members per annum, starting 1 September 2017, under the product label of ACPET Industry Certification Service at a fee per service plus travel costs as specified in the pricing information in this statement of work.
  - b. If interest in the Industry Certification Service exceeds 40 per annum, NEAS will be responsible for sourcing, training and allocating additional assessors for up to an extra 50 site visits per annum. NEAS currently has two full time assessors and nine part-time assessors, with a combined scalable capacity of 190 visits per annum. NEAS currently conducts 100 quality review visits per annum. For visits over 90 per annum, NEAS will need a six month period to source and train additional staff.
  - c. Participating members must undertake one desk audit per annum and one onsite Industry Certification visit every two years.
  - d. ACPET will pay directly the fees for service and travel costs to NEAS. ACPET will charge and collect the fees and travel costs directly from their members.
  - e. ACPET will advertise directly to their members and be responsible for all enquiries. ACPET will advise NEAS of desk audits and onsite assessments with one months’ notice.

## Schedule B: Map of Responsibilities and Reporting Process

Stages	Activity	Comments	ACPET	Member	NEAS	Review Panel	Timing
1.	Marketing	<ul style="list-style-type: none"> <li>Communications plan</li> </ul>	✓				
2.	Application	<ul style="list-style-type: none"> <li>Liaison with member</li> </ul>	✓	✓			
		<ul style="list-style-type: none"> <li>Part 1 application and threshold test</li> <li>Invoice</li> </ul>	✓	✓			
		<ul style="list-style-type: none"> <li>Part 2 application and internal review</li> </ul>	✓	✓			1 week
		<ul style="list-style-type: none"> <li>Liaison on logistics, establish timeframes</li> </ul>	✓	✓			
		<ul style="list-style-type: none"> <li>Service agreement and invoice</li> </ul>	✓	✓			
3.	Pre site visit	<ul style="list-style-type: none"> <li>Member submits documentation</li> </ul>	✓	✓			2-4 weeks
		<ul style="list-style-type: none"> <li>Handover meeting and review of documentation</li> </ul>	✓		✓		
		<ul style="list-style-type: none"> <li>NEAS coordinates surveys to students, graduates and staff</li> </ul>			✓		
		<ul style="list-style-type: none"> <li>NEAS to call employers and partners</li> </ul>			✓		
		<ul style="list-style-type: none"> <li>NEAS to coordinate student data review</li> </ul>			✓		
		<ul style="list-style-type: none"> <li>Desk based analysis of all information collected to inform site visit and profile report</li> </ul>			✓		
		<ul style="list-style-type: none"> <li>NEAS to provide member a site visit run sheet</li> </ul>		✓	✓		
4.	Site visit	<ul style="list-style-type: none"> <li>NEAS meets with senior executives and tours facilities</li> </ul>		✓	✓		1-4 days
		<ul style="list-style-type: none"> <li>NEAS coordinates focus group discussions with students and staff</li> </ul>		✓	✓		
		<ul style="list-style-type: none"> <li>NEAS requests additional information if required</li> </ul>		✓	✓		
		<ul style="list-style-type: none"> <li>NEAS to undertake any additional feedback required</li> </ul>		✓	✓		
5.	Post site visit	<ul style="list-style-type: none"> <li>Member profile report completed</li> </ul>			✓		2-4 weeks
		<ul style="list-style-type: none"> <li>Handover to ACPET</li> </ul>	✓		✓		
		<ul style="list-style-type: none"> <li>ACPET to follow up any additional information</li> </ul>	✓	✓			
6.	Review	<ul style="list-style-type: none"> <li>Review panel meets</li> </ul>	✓				2-4 weeks
		<ul style="list-style-type: none"> <li>Additional information requested</li> </ul>	✓	✓			
		<ul style="list-style-type: none"> <li>Review panel decision</li> </ul>	✓				
7.	Appeals	<ul style="list-style-type: none"> <li>Member appeals</li> </ul>		✓			
		<ul style="list-style-type: none"> <li>ACPET follows process</li> </ul>	✓				
		<ul style="list-style-type: none"> <li>Appeals report reviewed and decision confirmed</li> </ul>	✓	✓			
8.	Approval	<ul style="list-style-type: none"> <li>Review panel makes recommendation to the Board</li> </ul>				✓	
		<ul style="list-style-type: none"> <li>Member placed on Certification register and provided with logo</li> </ul>				✓	
							6 -12 weeks

## Schedule C: Work Activity

Process Steps	Industry Certification Activities	Timing	Hours
<b>2. Application</b> Member submits application pack and log in details as required for survey distribution and data analysis. ACPET provides a key contact for support and guidance throughout the process and liaises on site visit logistics. A service agreement and invoice is issued to the member. Project Management Fee is paid to NEAS.	Documents to be provided with application pack: <ul style="list-style-type: none"> <li>Policy and procedure documents relating to ACPET Code of Ethics</li> <li>Documentary evidence of P&amp;Ps in action, e.g. emails, minutes, annual self-assessment, stakeholder feedback instruments, templates, sample correspondence</li> <li>Seek supplementary documents if necessary</li> </ul>	<b>Document review</b> Under 1,000 students 1,000 – 2,499 students 2,500+ students 10,000+ students	7 12 14 21
<b>3. Pre-Site Visit</b> NEAS on behalf of ACPET distributes structured surveys to selected students, graduates, teaching and support staff. Sample required: <ul style="list-style-type: none"> <li>Under 1,000 students – 10%</li> <li>1,000 – 2,499 students – 5%</li> <li>2,500+ students – 1%</li> <li>10,000+ students – 1%</li> <li>20 students who graduated in previous 2 years</li> </ul>	<ul style="list-style-type: none"> <li>Provider's teacher and student lists randomised and list of identified survey recipients sent to provider:</li> <li>Surveys sent out to provider to forward to identified students, graduates, teachers and support staff</li> <li>NEAS to call employers and partners</li> <li>NEAS to coordinate student data review</li> <li>Desk based analysis of all information collected to inform site visit and profile report</li> <li>NEAS to provide member a site visit run sheet</li> </ul>	<b>Survey administration</b> Telephone calls to employers and partners Telephone calls to graduates	2 1 1
<b>3. Pre-Site Visit</b> NEAS on behalf of ACPET to review survey responses and data analysis to ascertain requirements and focus of site visit/s. The evidence provided will assist the Quality team prepare for the site visit(s). Additional evidence may be requested prior to site visit dependant on outcome of desk based review.	<ul style="list-style-type: none"> <li>Analysis of responses informs direction of:               <ul style="list-style-type: none"> <li>focus group discussions / interviews</li> <li>meetings with management</li> </ul> </li> <li>Additional documentary evidence requested if surveys reveal discrepancies between (1) and (3)</li> </ul>	<b>Data analysis:</b> Under 1,000 students 1,000 – 2,499 students 2,500+ students 10,000+ students	2 3 5 10
<b>4. Site visit(s) with preliminary report</b> Site visit(s) are conducted to campus(es) to tour the site and conduct unsupervised focus group sessions with students, teaching and support staff members. Focus group sample: <ul style="list-style-type: none"> <li>Under 1,000 students – 0.75%</li> <li>1,000 – 2,499 students – 0.5%</li> <li>2,500+ students – 0.25%</li> <li>10,000+ students – 0.25%</li> </ul> Where an insufficient range of students and/or teachers is on-site, 1:1 telephone interviews may replace focus groups.	<ul style="list-style-type: none"> <li>Observe facilities and resources</li> <li>Conduct focus groups</li> <li>Meeting with management</li> <li>Confirm evidence provided at (1)</li> <li>Follow up on issues revealed at (3)</li> <li>View sample records, data</li> <li>Preliminary verbal feedback to management on visit and quality issues</li> <li>Additional telephone interviews if needed to address discrepancies</li> <li>NEAS meets with senior executives and tours facilities</li> <li>NEAS coordinates focus group discussions with students and staff</li> <li>NEAS requests additional information if required</li> <li>NEAS to undertake any additional feedback required</li> </ul>	<b>Premises</b> <b>All focus groups:</b> Under 1,000 students 1,000 – 2,499 students 2,500+ students 10,000+ students <b>Staff focus groups only:</b> Under 1,000 students 1,000 – 2,499 students 2,500+ students 10,000+ students <b>Management meeting</b> <b>Preliminary feedback</b>	1 2 4 6 8 1 2 3 4 2 1
<b>5. Post Site Visit</b> Written report covering the whole industry certification process	<ul style="list-style-type: none"> <li>Report sent to ACPET within two weeks of visit</li> <li>ACPET independent review panel follows up with provider as relevant.</li> </ul>	<b>Report writing</b> Under 1,000 students 1,000 – 2,499 students 2,500+ students 10,000+ students	7 7 7 14

## Schedule D: Costing

### Fees Based on Current Student Number excluding GST\*

Scenarios	1-249 students	250—999 students	1,000 – 2,499 students	2,500 – 9, 999 students	10,000+ students
<b>3 Project Management Fee</b>	\$786.50 (on application)	\$1,480 (on application)	\$2,575 (on application)	\$3,760 (on application)	\$5,505 (on application)
<b>4 Visit Fee</b>	\$786.50	\$1,200 (at least 1)	\$1,800 (at least 1.5)	\$2,400 (at least 2)	\$3,600 (at least 3)
<b>5 Report Fee</b>	\$314.50	\$1,100	\$1,100	\$1,100	\$2,200
<b>Standard Total</b>	<b>\$1,857.50</b>	<b>\$3,780</b>	<b>\$5,475</b>	<b>\$7,260</b>	<b>\$11,305</b>
<b>Additional visits if requested</b>	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200

\* All prices exclude GST and Travel Costs

### Fee Based on ACPET Member Category excluding GST\*

ACPET Member Category	Required Number of Visits	Project Management Fee & Report Fee	Visit Fee	Total (excluding travel costs)
2	1	\$787	\$787	\$1,858
3	1	\$2,580	\$1,200	\$3,780
4	1.5	\$3,675	\$1,800	\$5,475
5	2	\$3,675	\$2,400	\$6,075
6	2	\$4,860	\$2,400	\$7,260
7A	3	\$4,860	\$3,600	\$8,460
7B	3	\$4,860	\$3,600	\$9,720
8	3	\$7,705	\$3,600	\$11,305

\* All prices exclude GST and Travel Costs. This table can be used in absence of student enrolment data.

### Schedule for payments

1. \$400 threshold test on application paid to ACPET by client.
2. ACPET determines scope, number of students, number of visits and invoices client including services agreement.
3. ACPET creates work order for NEAS and sends by email to [p.pheasant@neas.org.au](mailto:p.pheasant@neas.org.au)
4. NEAS invoices ACPET for full work order (total cost for NEAS).
5. ACPET pays NEAS within 30 days.
6. NEAS completes work.

### Hourly Rate for All Other Work

- \$157.30 + GST
- Minimum 4hrs

## Travel Costs for Domestic Visits\*

State	Metropolitan*		Regional/Remote*	
	Travel Fee (Exclusive of GST)	Travel Fee (Inclusive of GST)	Travel Fee (Exclusive of GST)	Travel Fee (Inclusive of GST)
ACT	Ground Transport \$100	Ground Transport \$110	Per Diem- \$125 O/Night Accom- \$168 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$185 Flights- \$495 Ground Transport-\$110
NSW	Ground Transport-\$100	Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$180 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$204 Flights- \$495 Ground Transport-\$110
NT	Per Diem- \$125 O/Night Accom- \$216 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$165 Flights- \$495 Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$216 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$165 Flights- \$495 Ground Transport-\$110
QLD	Ground Transport-\$100	Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$205 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$226 Flights- \$495 Ground Transport-\$110
SA	Per Diem- \$125 O/Night Accom- \$157 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$173 Flights- \$495 Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$157 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$173 Flights- \$495 Ground Transport-\$110
TAS	Per Diem- \$125 O/Night Accom- \$132 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$146 Flights- \$495 Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$132 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$146 Flights- \$495 Ground Transport-\$110
VIC	Ground Transport-\$100	Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$173 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$191 Flights- \$495 Ground Transport-\$110
WA	Per Diem- \$125 O/Night Accom- \$233 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$257 Flights- \$495 Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$233 Flights- \$450 Ground Transport-\$100	Per Diem- \$125 O/Night Accom- \$257 Flights- \$495 Ground Transport-\$110

\* Travel costs will be invoiced with visit fees



## Travel Costs for International Visits\*

Country	Travel Fee (exclusive of GST)	Travel Fee (inclusive of GST)	TOTAL PER VIST
Vietnam	Per Diem- \$125 O/Night Accom- \$291 Flights- \$2250 Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$320 Flights- \$2475 Ground Transport-\$110	\$3,600.00
Cambodia	Per Diem- \$125 O/Night Accom- \$199 Flights- \$2500 Ground Transport-\$110	Per Diem- \$125 O/Night Accom- \$218.90 Flights- \$2750 Ground Transport-\$110	\$3,673.00
Taiwan	Per Diem- \$175 O/Night Accom- \$158 Flights- \$2000 Ground Transport-\$110	Per Diem- \$175 O/Night Accom- \$173.80 Flights- \$2200 Ground Transport-\$110	\$3,733.00
United States	Per Diem- \$175 O/Night Accom- \$231 Flights- \$2700 Ground Transport-\$110	Per Diem- \$175 O/Night Accom- \$254.10 Flights- \$2970 Ground Transport-\$110	\$4,115.00
United Kingdom	Per Diem- \$230 O/Night Accom- \$360 Flights- \$3748 Ground Transport-\$110	Per Diem- \$230 O/Night Accom- \$396 Flights- \$4123 Ground Transport-\$110	\$5,715.00
New Zealand	Per Diem- \$175 O/Night Accom- \$236 Flights- \$1182 Ground Transport-\$110	Per Diem- \$175 O/Night Accom- \$259.60 Flights- \$1301 Ground Transport-\$110	\$2,456.00
Japan	Per Diem- \$230 O/Night Accom- \$382 Flights- \$1750 Ground Transport-\$110	Per Diem- \$230 O/Night Accom- \$420.20 Flights- \$1925 Ground Transport-\$110	\$3,567.00
Germany	Per Diem- \$230 O/Night Accom- \$276 Flights- \$3748 Ground Transport-\$110	Per Diem- \$230 O/Night Accom- \$259.60 Flights- \$4122 Ground Transport-\$110	\$5,442.00

\* Travel costs will be invoiced with visit fees

## Schedule E: Personnel

Name	Location	Qualifications	Experience	Role
Patrick Pheasant	NSW	Graduate Certificate of Change Management Master of Education (Honours) Post-Graduate Diploma in Education Bachelor Degree of Arts (Educational Drama & Health)	NEAS (National ELT Accreditation Scheme) – Chief Executive officer – (2016 - Present) University of Sydney Centre for English Teaching – Director (2009 - 2016) Cortiva Institute – Corporate Director (2007 - 2009) Swedish Institute of Health Sciences, New York – Adjunct Faculty (2006 - 2007) Seven Seas Japan – Vice-President (2003-2006)	Project Owner, NEAS CEO, NEAS Quality Assessor
Ana Bratkovic	NSW	Graduate Diploma in Management Certificate IV in Training and Assessment Diploma of Quality Auditing Master of Arts in Language and Literacy Graduate Diploma in TESOL Graduate Diploma in Education Certificate in TESOL Bachelor of Economics,	NEAS (National ELT Accreditation Scheme) (2002 - Present) General Manager (2014 - present) Quality Auditor (2002 - 2014) NEAS Conference Convenor (2006 - 2011) ATB (Assessment Task Bank) Manager (2011 - 2014) SEL (Sydney English Language Centre) (1996 - 2002) Director of Studies (2000 - 2002)	NEAS General Manager, NEAS Quality Assessor
Marion Bagot	NSW	BA in English (Hons), Latin and Ancient History Grad Dip Ed (English and ESL) Grad Dip Teaching English to the Migrant Masters in Adult Education (Basic Education) Cert IV TAE40110 Diploma in Quality Auditing	ESL teacher– Strathfield GHS Central Metropolitan Region ESL Consultant (74-79) 1983-86 Bankstown TAFE –teacher/course coordinator on full time English and study preparation program for unaccompanied refugee youth with disrupted education; collaborated on course design 1986-90 Mt Druitt TAFE ESOL teacher, responsible for design and delivery of General English, English for Further Study and ESP courses 1990-96 Hornsby TAFE ESOL teacher on General English, English for Further Study and ESP courses 1997-2012 Manager TAFE ELICOS Centre, Northern Sydney Institute 2007, 2011 Australian Centre for Education, Phnom Penh (12 months total) 2012 - NEAS Quality Assessor CamTESOL Have been involved with CamTESOL since 2007 as a member of its program and editorial committees Work with program committee on organisation of the NEAS-	NEAS Quality Assessor
Nicola Gray	NSW	Master of Arts in Writing (Research) University of Sydney (2006 - 2012) IDLTM (International Diploma Language Teaching Management) University of Queensland (2010) B.A. Communications	Founder, Writer, Photographer –New Humans of Australia (August 2015 - current) Project Co-ordinator – Navitas English (January 2015 - March 2015) Co-ordinating the transition-in of the delivery of the Adult Migrant English Program (AMEP) by Navitas in the ACT College Manager – Navitas English (January 2014 - January 2015)	NEAS Quality Assessor

Diane Price	NSW	MA (Applied Linguistics), Grad Dip TESOL 3 Year Diploma of Teaching (Primary)	NEAS Quality Assessor (August 2014 - Current) NEAS ELT Providers and AMEP (August 1999 – June 2012) Assistant Manager, Assessment Officer, NEAS Assessment Panellist – ELICOS, AMEP Assessor National ELT Accreditation Scheme (NEAS) Design and teach part-time in- service courses and management workshops for LOTE Community Language Teachers and Principals of Community Language Schools on behalf of ACU, under contract to the Community Languages Program, Department of Education and Training, NSW. (1997 - 2008) Director of Studies, KVB Institute of Languages, North Sydney. (1997 - 1999) Head of Department, ELICOS Coordinator, University of NSW Institute of Languages (1989 - 1996)	NEAS Quality Assessor
Stephen Howlett	VIC	Doctor of Education, University of Technology, Sydney Master of Education (International Education), The University of Sydney. Graduated with Merit. Bachelor of Adult Education (Vocational Education), University of Technology, Sydney. Awarded Sydney Mechanics' School of Arts Award and Medal for 2005. Graduate Certificate in Educational Studies (Higher Education), The University of Sydney. Certificate in English Language Teaching to Adults (CELTA), UTS Insearch, Sydney Diploma of Teaching (Technical), Sydney College of Advanced Education. Diploma of Maritime Studies, Royal Australian Navy.	The University of Sydney Casual Academic, Faculty of Education and Social Work (2012 - current) Casual lecturing and tutoring in the Master of Education, Leadership and Management stream Hon. Adjunct Lecturer, Faculty of Education and Social Work (2012 - current) Head of Administration, Centre for English Teaching (2008-2015) CQUniversity Associate Director Academic –NSW (2004 - 2007) Transition Management, Sydney Business Development Consultant (2002 - 2004) Middle East Business Development Consultant (1991 - 2002)	NEAS Quality Assessor
Debbie Kemish	QLD	BA (Modern Asian Studies) Griffith University 1978 Dip Ed (EFL & Economics) UQ 1979 M Appl Ling Charles Darwin University 2004	St Paul's School (2016-1997) Shatin Governance School (2011-2010) Central Queensland University Rockhampton (1997-1991) Department of Education Special Migrant Section (1989-1979)	NEAS Quality Assessor
Ben Colthorpe	NSW	Diploma in Quality Auditing Master of Applied Linguistics with Distinction; Specialising in TESOL/TEFL - The University of Newcastle, 2015 Bachelor of Teaching / Bachelor of Arts with Honours- The University of Newcastle, 2010 Certificate IV in Fitness – 2010	ELICOS Teacher The University of Newcastle Language Centre - Sydney September 2015 – February 2017 EAL/D Teacher Belair Public School February 2015 – December 2015 Casual Teacher DEC November 2010 – December 2011, June 2014 – December 2015	NEAS Quality Assessor
Darren Brookes	VIC	Diploma in Quality Auditing Master of Applied Linguistics, University of Queensland, Post Graduate in TESOL, University of Queensland Bachelor of Arts, English and German, University of Queensland	RMIT Educational Designer QUT E learning and Multimedia Coordinator	NEAS Quality Assessor

Rufus James	QLD	Certificate IV in Training and Education (TAE) IDTLM, University of Queensland DELTA Certificate in Counselling Skills Trinity Certificate in TESOL BA Hons in Drama	Australian Catholic University Brisbane English Unlimited, Academic Manager Holmes Institute Brisbane Leeds Thomas Danby College Leeds Asylum Seeker Support Network	NEAS Quality Assessor
Denver Craig	NSW	Grad Diploma Applied Linguistics, University of Wollongong CELTA, University of Cambridge BA English and Linguistics, Macquarie University	IALC, Auditor and Inspector NEAS, Advisor Council Convenor Torrens University Language Centre, Director of Studies	NEAS Quality Assessor

## Schedule F: Schedule for Induction and Visits

Date	Details	Person
18 Oct 2017	Draft of Statement of Work and Services Agreement	PP, MT
23 Aug 2017	Promotion at ACPET conference	PP, AB, MT
29 Sep 2017	Induction Training (Brisbane)	PP, AB, MT
9 Oct 2017	NEAS Staff Training (Sydney)	PP, AB
10 Nov 2017	NEAS Quality Assessor Training	
13 Nov 2017	Contract Start	PP, AB
1 Dec 2017 – 14 Dec 2017	Mentored Certification 1 + Review (2 week turnaround)	AB, MT
1 Feb 2018 – 14 Feb 2018	Mentored Certification 2 + Review (2 week turnaround)	AB + NEAS Staff
15 Feb 2018 – 28 Feb 2018	Mentored Certification 3 + Review (2 week turnaround)	AB + NEAS Staff
1 Mar 2018 – 30 Oct 2018	Regular Scheduled Certifications (5- 34 Certifications) (Maximum 1 per week)	NEAS Staff
12 Nov 2018	Contract Review	PP, MT
13 Nov 2018 – 12 Nov 2020	90 Certifications per annum	ALL