



Trade Training Centres in Schools Program

School Project Agreement for Non-Government Schools

BETWEEN

The Commonwealth of Australia as represented by the Department of
Education, Employment and Workplace Relations
ABN 63 578 775 294

AND

**[Insert name of Non-Government school or the legal entity that represents
the Non-Government school] ABN [Insert]**

for the **[Insert name of School Project]** under the Commonwealth's *Trade
Training Centres in Schools Program*

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**School Project Agreement made at
2008**

on

Parties **Commonwealth of Australia**, as represented by and acting through the **Department of Education, Employment and Workplace Relations** ABN **63 578 775 294** of 16-18 Mort St, Braddon ACT 2601 ('**Department**', '**Us**', '**We**' or '**Our**')

[Insert name of Non-Government school or the legal entity that represents the Non-Government school] ('**You**' or '**Your**')

Recitals

- A. The Commonwealth is committed to improving the quality of schooling offered to secondary students and better supporting young people to make a successful transition from school to work or further education and training. To further this commitment, the Commonwealth proposes to provide funding for the implementation of the Trade Training Centres in Schools Program ('**the Program**') to improve the quality of industry recognised vocational education and training, assist in the delivery of high quality trade training in schools meeting skills needs and support the achievement of increasing the proportion of students achieving Year 12 or an equivalent qualification to 85% by 2015 and 90% by 2020.
- B. The Program is an important element of the Commonwealth Government's 'Education Revolution' and it is intended to make available \$2.5 billion over 10 years to enable all secondary schools to apply for funding of between \$500,000 and \$1.5 million for Trade Training Centres. The Program is underpinned by a strong partnership arrangements between the Commonwealth and non-government education sectors.
- C. An important step in increasing the proportion of students achieving Year 12 or an equivalent qualification is to ensure students have access to high quality, relevant education and training opportunities that continue to engage them and encourage them to complete their studies. The Program is intended to help address national skills shortages in traditional trades and emerging industries by improving the relevance, responsiveness and capability of trade training programs in secondary schools.
- D. The Trade Training Centres in Schools Program Guidelines ('**the Guidelines**') set out the arrangements for the administration and delivery of the Program.
- E. You have, with assistance from **[Insert name of Block Grant Authority for the School]** ('**BGA**'), submitted an application for funding entitled **[Insert name of application]** ('**Funding Application**') in which You sought Program funding to undertake the Capital Works at the Site. We have approved Your Funding Application.
- F. You have agreed to undertake the Capital Works at the Site in furtherance of the Program Objectives and then to operate the completed Capital Works as a Trade Training Centre on the terms and conditions of this School Project Agreement.
- G. We have agreed to provide Funding to the BGA for You under a separate agreement between Us and the BGA ('**the Master BGA Funding Agreement**'). Under the Master BGA Funding Agreement, the BGA is required to make payments of Funding to You when You have completed the relevant milestones and activities set out in the Project Specific Schedule and are entitled to receive payment under the terms of this School Project Agreement.

- H. You are committed to helping achieve the Program Objectives through Your conduct of the School Project.
- I. We are required by law and policy to ensure accountability for the Funding, and You are required to be accountable for all Funding received from the BGA under this School Project Agreement.
- J. You accept the Funding on the terms and conditions of this School Project Agreement.

The parties agree

Part A The School Project

Part A1 The Capital Works Phase

1. Planning, Design and Approvals

1.1 Planning and design of the Works

You are responsible for the planning and design of the Capital Works and You must ensure all documents necessary to complete the planning and design of the Capital Works are properly developed and are fit for purpose. You must provide any such documents to Us or the BGA promptly upon Our request, or the BGA's request, as the case may be.

1.2 Approvals

You must obtain all Approvals for:

- (a) the construction of the Capital Works; and
- (b) the use of the Capital Works for the Designated Use set out in Item B2 of the Project Specific Schedule,

and must deliver a copy of each Approval to Us or the BGA promptly upon Our request, or the BGA's request, as the case may be.

2. Performance of the Capital Works for the Trade Training Centre

2.1 Commencement of Capital Works

You agree to commence the Capital Works, or to ensure the Capital Works are commenced, for the School Project on or before the Date for Commencement of Capital Works unless We otherwise agree in Writing or unless commencement is prevented by a Force Majeure Event.

2.2 Your obligations about performance of the Capital Works

You must carry out the Capital Works:

- (a) in accordance with the terms and conditions of this School Project Agreement;
- (b) in accordance with the Approvals for the Capital Works;
- (c) to help Us achieve the Program Objectives;

- (d) in accordance with the Project Specific Schedule;
- (e) diligently, effectively and to a high professional standard; and
- (f) so as to ensure that the completed Trade Training Centre will be fit for the Designated Use set out in Item B2 of the Project Specific Schedule during the Designated Use Period.

2.3 You are fully responsible for Your obligations

You are responsible for the conduct of the Capital Works and the School Project, and for ensuring that You comply with the requirements of this School Project Agreement, and You will not be relieved of that responsibility because of any:

- (a) involvement by Us or the BGA in the performance of this School Project Agreement, including (without limitation) any review, comment or approval by Us or the BGA of any plans or Reports submitted by You;
- (b) payment made to You by the BGA;
- (c) payment made by Us to the BGA for Your purposes under the Master BGA Funding Agreement; or
- (d) subcontracting by You of any part of this School Project Agreement.

2.4 Acceptance of risk for the Capital Works

You accept all risks in respect of the conduct and completion of the Capital Works including, without limitation, all risks of and associated with the design, construction and completion of the Capital Works, including in relation to any budget over-runs.

2.5 Construction Standards

You must ensure that:

- (a) all aspects of the Capital Works are undertaken by qualified tradespeople or professionals who are registered with relevant Australian State or Territory accreditation bodies to the extent that such bodies exist to regulate the activities of members of that particular trade or profession;
- (b) all activity relating to the Capital Works is carried out in accordance with the requirements and standards of all Statutory Requirements applicable to the building, construction and fit out of the Site; and
- (c) the Capital Works comply with the requirements of the Building Code of Australia and all relevant standards of Standards Australia.

2.6 Variations to the Capital Works

- (a) You must notify the Commonwealth and the BGA in Writing of all proposed variations to the Capital Works that would or might reasonably be expected to have an effect on:
 - (i) the price of the Capital Works;
 - (ii) the Project Budget;

- (iii) the timeframes for completion of the Capital Works, including the Date for Practical Completion of Capital Works;
 - (iv) the fitness of the completed Capital Works for the Designated Use; or
 - (v) the Approvals obtained in relation to the Capital Works.
- (b) You must ensure that any notification under clause 2.6(a) ("**the Variation Proposal**"):
- (i) is signed by the Project Leader;
 - (ii) clearly explains what variation is proposed and why (including specifying its effect on each relevant item set out in clause 2.6(a)); and
 - (iii) explains the impact (if any) that the variation or departure will have on the outcomes of the School Project as described in the Funding Application or this School Project Agreement.
- (c) We will consider the Variation Proposal, and will, within 20 Business Days of such Variation Proposal being provided to Us and in Our absolute discretion:
- (i) approve the Variation Proposal;
 - (ii) not approve the Variation Proposal; or
 - (iii) take such other action with respect to the Variation Proposal as we determine appropriate, which may include notifying You of further matters which We require You to address in order for the Variation Proposal to be approved by Us.
- (d) On receipt of notification under clause 2.6(c)(iii), You must promptly amend the Variation Proposal as required by Us and resubmit it for re-consideration by Us in accordance with clause 2.6(b). Deleted: (c)(iii)
- (e) Any Variation Proposal approved by Us under clause 2.6(c)(i) will be attached to and form part of this School Project Agreement.
- (f) You must not vary the Capital Works in respect of a matter referred to in clause 2.6(a) without Our approval in Writing of a Variation Proposal.
- (g) To avoid doubt, We will not and are not under any obligation to, provide funds additional to the Funds where We receive or approve a Variation Proposal.

2.7 Requirements for Practical Completion of Capital Works

In order to achieve Practical Completion:

- (a) the Capital Works must be:
 - (i) complete and free from errors, defects or omissions except for errors, defects or omissions that:
 - A. are of a minor nature;
 - B. the immediate making good of which by You is not reasonably practicable;

- C. the existence of which or the making good of which by You will not significantly inconvenience users of the Site or the Capital Works for the Designated Use; and
 - D. which do not cause any legal or physical impediment to the use and occupation of the Site and the Capital Works for the Designated Use;
 - (ii) fit for use for the Designated Use; and
 - (b) You must:
 - (i) provide written certification to the BGA from a representative authorised by You who:
 - A. is appropriately qualified to provide such certification (as specified in clause 2.8); and
 - B. has inspected the Capital Works on their completion; or
 - (ii) otherwise have proven, in written form and to the satisfaction of the BGA in accordance with BGA procedures
- that the Capital Works meet the requirements set out in clause 2.7(a).

2.8 Qualifications for Your authorised representative

For the purposes of clause 2.7(b)(i)A, the representative authorised by You must be:

- (a) a qualified architect registered with the Royal Australian Institute of Architects or other equivalent professional organisation satisfactory to Us; or
- (b) a builder licensed under the construction occupation licensing legislation in force in the Australian State or Territory in which the Capital Works take place who is also a member of the Master Builders Association of that State or Territory, or other equivalent professional organisation satisfactory to Us; or
- (c) a qualified engineer registered with the National Professional Engineers Register or other equivalent professional organisation satisfactory to Us.

2.9 Date for Practical Completion of Capital Works

You must achieve Practical Completion of the Capital Works on or before the Date for Practical Completion of Capital Works except where Practical Completion of the Capital Works is prevented by a Force Majeure Event.

2.10 Certificate of Occupancy

You must provide to the BGA a copy of the Certificate of Occupancy on or before the Date for Commencement of Trade Training Centre.

2.11 Force Majeure

- (a) Where a Force Majeure Event occurs which has affected, or which You consider is reasonably likely to affect, Your ability to ensure that the Capital Works are:
 - (i) commenced by the Date for Commencement of Capital Works; or

(ii) completed by the Date for Practical Completion of Capital Works,

You agree that You will:

(iii) notify Us of the Force Majeure Event and its affect or likely affect on the Practical Completion of the Capital Works as well as its likely duration and the steps being taken by You to overcome the Force Majeure event; and

(iv) take all reasonable steps, and use Your best endeavours, to remove, overcome or minimise the effects of the Force Majeure Event and ensure the Capital Works are commenced, or completed, as the case may be, as soon as is practicable.

(b) To avoid any doubt, You will not be entitled to any payment of Funds which is linked to Your commencement of or Practical Completion of (as the case may be) the Capital Works to the extent that a Force Majeure Event prevents You from commencing or completing (as the case may be) the Capital Works, unless otherwise agreed by Us in Writing.

3. Project Leader and Personnel

3.1 Project Leader

(a) ~~The Project~~ Leader who We have approved as at the Date of this School Project Agreement is specified in Item A4 of the Project Specific Schedule

Deleted: The Project

(b) You must ensure that ~~the Project~~ Leader performs the role and undertakes the key tasks set out in Item A5 of the Project Specific Schedule.

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3.2 Replacement Project Leader

(a) Where the Project Leader is unable to undertake activities on the School Project, ~~You~~ must notify Us immediately. You must provide a replacement Project Leader acceptable to Us at the earliest reasonable opportunity.

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(b) Where requested by Us You must provide Us with full details of any proposed replacement Project Leader including details of his or her qualifications and experience.

3.3 Removal of personnel

We may give notice on reasonable grounds related to performance of the School Project requiring You to remove personnel (including the Project Leader) from work on the School Project. You must, at Your own cost, promptly arrange for the removal of the personnel from work on the School Project and their replacement with personnel acceptable to Us.

3.4 Project Leader must be on Site where reasonably necessary

You must ensure that the Project Leader is present on the Site at all times reasonably necessary to ensure that You are complying with Your obligations under this School Project Agreement.

4. The National Code of Practice for the Construction Industry (the Code) and the associated Australian Government Implementation Guidelines (the Guidelines)

4.1 Clause definitions

In this clause:

‘the Code’ means the National Code of Practice for the Construction Industry. A copy of the Code appears on the Internet at www.workplace.gov.au/building;

‘the Guidelines’ means the Australian Government Implementation Guidelines for National Code of Practice for the Construction Industry, Revised September 2005, Reissued June 2006, published by the Department of Education, Employment and Workplace Relations. A copy of the Guidelines appears on the Internet at www.workplace.gov.au/building;

‘the Model Tender Documents’ means the model tender documents in the Model Tender and Contract Documentation issued under the Code and the Guidelines. A copy of the Model Tender and Contract Documentation appears on the Internet at www.workplace.gov.au/building;

‘the Model Contract’ means the model contract in the Model Tender and Contract Documentation issued under the Code and the Guidelines. A copy of the Model Tender and Contract Documentation appears on the Internet at www.workplace.gov.au/building;

‘the Program Expenditure’ means the Funding provided by the BGA to You for the School Project;

‘the Project Parties’ means all contractors, subcontractors, suppliers, consultants and employees who perform work in relation to the Project; and

‘the Project’ means the works to be executed through the Program Expenditure.

4.2 Compliance with the Code and Guidelines

- (a) Where the Program Expenditure results in construction and building activity, subject to the financial thresholds specified in the Guidelines You agree to comply, and ensure that the Project Parties comply, with the Code and Guidelines.
- (b) Clauses 4.3-4.6 only apply where You are required, under clause 4.2(a), to comply, and ensure that the Project Parties comply, with the Code and Guidelines.

4.3 Ensuring Requests for Tender and Contracts contain commitment to comply with the Code

You must ensure that:

- (a) all requests for tender in relation to the Project made by You or any of the Project Parties contain the commitment to apply the Code and Guidelines as set out in the Model Tender Documents; and
- (b) all contracts entered into in relation to the Project by You or any of the Project Parties contain the commitment to apply the Code and Guidelines as set out in the Model Contract.

4.4 Keeping Records and allowing Access

- (a) You shall maintain adequate records of compliance by You and each of the Project Parties with the Code and the Guidelines.
- (b) You shall permit the Commonwealth and those authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, full access to Your premises and records and those of the Project Parties to:
 - (i) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the Project and works governed by this School Project Agreement; and
 - (iii) interview any person;as is necessary to allow validation of its compliance with the Code and Guidelines.
- (c) Additionally, You shall agree that You and each of the Project Parties will agree to a request from the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.

4.5 Publication of information in relation to compliance with the Code

The Commonwealth and those authorised by it may publish or otherwise disclose information in relation to compliance by You and the Project Parties with the Code and the Guidelines. You must obtain the consent of the Project Parties to the publication or disclosure of information under this clause.

4.6 No appointment where breach of sanction imposed by the Code Monitoring Group

You shall not appoint a subcontractor, consultant or material supplier in relation to the Project where the appointment would breach a sanction imposed by the Code Monitoring Group¹.

5. Procurement processes and subcontracts

5.1 Conduct of procurement processes

You must conduct any procurement processes You undertake with respect to the Capital Works in accordance with all applicable State or Territory laws, policies, codes, procedures or guidance relating to procurement, and so as to ensure best value for money.

5.2 Subcontracting

- (a) You must ensure that all subcontracts You enter into in respect of the Capital Works or the School Project:

¹'Code Monitoring Group' has the same meaning as is given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, reissued June 2006 available at www.workplace.gov.au/building

- (i) are consistent with and will not in any way limit or affect Your compliance with Your obligations, or Our rights, under this School Project Agreement;
 - (ii) without limiting clause 5.2(a)(i), are consistent with any Approvals, and reflect the specifications set out in the Project Specific Schedule; and
 - (iii) contain all terms that this School Project Agreement requires those subcontracts to contain (whether expressly or impliedly).
- (b) If requested, You must promptly provide to Us or the BGA a copy of any subcontract entered into with respect to the Capital Works or the School Project, or otherwise provide Us with information about the identity of any subcontractors engaged on the Capital Works or the School Project.
 - (c) If We request, You must promptly, at Your own cost, remove any subcontractor from work on the Capital Works or the School Project. You must reserve rights in each subcontract that would allow You to take such action if required by Us. We will exercise our discretion in this regard reasonably.
 - (d) You remain responsible for the proper and efficient conduct of the Capital Works and the School Project despite entering into any subcontract with respect to the Capital Works or the School Project.

6. The Site

You warrant that:

- (a) the Site is, and will at all times be, fit for the purposes of carrying out the Capital Works and, on and from commencement of the Designated Use Period, fit for use for the Designated Use;
- (b) the undertaking of the Capital Works and the use of the Site for the Designated Use does not, and will not, infringe any condition of ownership or occupation of the Site;
- (c) the use of the Site for the Capital Works and for the Designated Use has not and will not infringe any Statutory Requirements; and
- (d) the Site (after completion of the Capital Works) will comply with all Australian Standards and any other standards or requirements which relate to the ongoing use of the Site for the purposes of this School Project Agreement (including the Designated Use).

7. Assets

7.1 Using the Funding to acquire Assets

You must not use the Funding to acquire any Asset, other than those Assets specified in Item E1 of the Project Specific Schedule, without first obtaining Our approval in Writing (which We may give or withhold at Our sole discretion). We may place any conditions We consider appropriate on Our approval, and You must comply with any such conditions.

7.2 You own the Assets

You must own or lease any Assets.

7.3 Obligations in regard to Assets

You must during the Term of this School Project Agreement:

- (a) use the Assets only in accordance with this School Project Agreement and for the Designated Use;
- (b) hold all Assets securely and safeguard them against theft, loss, damage or unauthorised use;
- (c) keep all Assets in good working order, fair wear and tear excepted;
- (d) without limiting clause 8, maintain all appropriate insurances for all Assets;
- (e) if required, maintain registration and licensing of all Assets;
- (f) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of all Assets;
- (g) maintain an Assets register which must adequately record the details of all Assets purchased or leased and must include the information set out at Item E2 of the Project Specific Schedule; and
- (h) as and when requested by Us, provide copies of the Assets register to Us.

7.4 Selling, disposing of or ceasing to use an Asset

During the applicable Designated Asset Use Period for an Asset, You must not without Our written approval:

- (a) sell that Asset;
- (b) dispose of that Asset; or
- (c) cease to use that Asset for the Designated Use.

7.5 Payment of proportion of value of Asset

- (a) If You do sell or dispose of an Asset during the Designated Asset Use Period:
 - (i) We may require You to pay Us a proportion of the market value of the Asset that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding; and
 - (ii) You must comply with any such request within 21 Business Days of the request being made.
- (b) If You do not pay Us an amount as required by clause 7.5(a) within the timeframe required by that clause:
 - (i) You must pay that amount to Us and must also pay Us Interest on the relevant amount from the date it was due, for the period it remains unpaid to Us; and

- (ii) the relevant amount, and Interest owed, will be recoverable by Us as a debt due to Us by You.
- (c) Our rights under this clause 7.5 are in addition to, and do not limit in any way, our right to seek recovery of Funds under clause 14.3 where You sell, dispose of or cease to use an Asset for the Designated Use during the applicable Designated Asset Use Period.

7.6 Assets which are lost, damaged or destroyed

If, during the applicable Designated Asset Use Period any of the Assets are lost, damaged or destroyed, You must reinstate the Assets including from the proceeds of the insurance and this clause 7 continues to apply to the reinstated Assets.

7.7 Items purchased with the Funding

Without limiting clause 7.1, You may only purchase an item for the School Project with the Funding where the purchase of such item is necessary for, and related to, the School Project.

8. Insurance

You agree to, for as long as any obligations remain in connection with this School Project Agreement, have the following insurance:

- (a) public liability for not less than \$10 million;
- (b) workers' compensation as required by law;
- (c) compulsory third party and comprehensive insurance for any motor vehicles You acquire with the Funding;
- (d) insurances for Assets as required by clause 7.3(d)
- (e) professional indemnity insurance for not less than \$5 million;
- (f) appropriate insurances for the conduct of the Capital Works; and
- (g) any other insurances required by this School Project Agreement.

Part A2 Ongoing Operation of the Trade Training Centre

9. Commencement of Operation

9.1 Date for commencement

- (a) You must ensure that the Trade Training Centre is operative on or before the Date for Commencement of the Trade Training Centre.
- (b) You must notify Us and the BGA in Writing when the Trade Training Centre is operative.

9.2 Meaning of "operative"

For the purposes of clause 9.1, the Trade Training Centre will be "operative" where:

- (a) a Certificate of Occupancy has been obtained in respect of the Capital Works;

- (b) the Trade Training Centre is staffed with appropriately qualified trainers or teachers;
- (c) the Approved Training Courses set out in Item B3 of the Project Specific Schedule have commenced being delivered at the Trade Training Centre; and
- (d) one or more students are attending the Trade Training Centre.

10. Opening Ceremony, Acknowledgement, Branding and Publicity Requirements

10.1 Opening Ceremony, Acknowledgement, Branding and Publicity for Trade Training Centre

- (a) Without limiting clause 24, You agree to comply with:
 - (i) the requirements in the Guidelines relating to holding an opening ceremony for the Trade Training Centre; and
 - (ii) the acknowledgement and publicity requirements in the Guidelines.
- (b) You agree to comply with the branding requirements set out in the Branding Guidelines for the School Project.

10.2 Use of the words Trade Training Centre

You agree to ensure that the words "*Trade Training Centre*" are used in the official title of the Trade Training Centre and in all public references to the Trade Training Centre.

10.3 No limitation of public debate or criticism

For the avoidance of doubt, no right or obligation in this School Project Agreement is to be read or understood as limiting Your rights to enter into public debate or criticism of Us.

11. Approved Training Courses

11.1 You must deliver Approved Training Courses

You must ensure that You deliver the Approved Training Courses set out in Item B3 of the Project Specific Schedule during the Training Obligation Period.

11.2 Consultation process for changes to Approved Training Courses

- (a) Notwithstanding clause 11.1, where during the Training Obligation Period You:
 - (i) become unable to deliver; or
 - (ii) wish to vary;the Approved Training Courses, You must follow the Departmental Consultation Process.
- (b) Where, after You have followed the Departmental Consultation Process, We have agreed to an amendment to the Approved Training Courses, the parties agree to

vary this School Project Agreement to reflect the amended Approved Training Courses in accordance with clause 33(b).

- (c) To avoid doubt, Our decision whether or not to agree to an amendment to the Approved Training Courses will be made in Our absolute discretion and We are not under any obligation to agree to an amendment.

12. Obligations during the Designated Use Period

12.1 Maintenance, upkeep and insurance obligations

At all times during the Designated Use Period You must, at Your own cost:

- (a) safeguard the Trade Training Centre and any associated equipment against loss, damage or unauthorised use;
- (b) maintain the Trade Training Centre in good condition;
- (c) reinstate the Trade Training Centre and any associated equipment if it is damaged or destroyed; and
- (d) without limiting clause 8, effect and maintain appropriate insurance in respect of the Trade Training Centre.

12.2 Designated Use Obligations

At all times during the Designated Use Period You must:

- (a) use the Trade Training Centre, or ensure the Trade Training Centre is used, for the Designated Use;
- (b) not use the Trade Training Centre, or permit the Trade Training Centre to be used, in a way that would impact negatively on the achievement of the Program Objectives or have the effect of preventing the Trade Training Centre being used for the Designated Use; and
- (c) not dispose of the Site or any part of the Site.

12.3 Priority of Designated Use

- (a) You may use the Trade Training Centre for purposes other than the Designated Use, but must at all times ensure that the Designated Use is given priority over any other use.
- (b) You must not allow other uses of the Trade Training Centre where such a use would impact negatively on the achievement of the Program Objectives or have the effect of preventing or hindering the Trade Training Centre from being used for the Designated Use.

12.4 Consultation process for change of use

- (a) Notwithstanding clauses 12.2 and 14.2, where during the Designated Use Period You consider You are, or are likely to become, unable to comply with the requirements in clause 12.2, You must follow the Departmental Consultation Process.

- (b) After You have followed the Departmental Consultation Process, We will take such action as We determine in Our absolute discretion, in relation to Your use of the Site and the Trade Training Centre.
- (c) To avoid doubt, nothing under this clause limits Our rights to recover Funding in accordance with clauses 14.2 and 14.6 or Our rights otherwise under this School Project Agreement or at law.

12.5 Student Access obligations

You agree to ensure that Your students and students of each Cluster School have access to and can continue to use the Trade Training Centre for the purposes and on the terms intended at the commencement of the Trade Training Centre throughout the Designated Use Period, unless a Cluster School otherwise requires.

Part A3 Funding for the School Project

13. Payment of the Funding

13.1 Payment of Funding by Us to the BGA

We will pay the Funding set out in Item D1 of the Project Specific Schedule to the BGA subject to and in accordance with the provisions of the Master BGA Funding Agreement.

13.2 Payment of Funding by the BGA to You

The BGA will pay the Funding to You at the times and in the manner specified in Item D2 of the Project Specific Schedule and using its own procedures to disperse School Project Funding ensuring You have met appropriate milestones and subject to:

- (a) Your compliance with this School Project Agreement; and
- (b) clause 14.1.

13.3 No provision of additional funds to meet project over-runs

- (a) Without limiting clause 2.4, You accept the risk of the actual cost of the design, construction and completion of the Capital Works for the School Project being greater than anticipated by You.
- (b) We will not, and are under no obligation to, provide to the BGA on your behalf any funds additional to the Funds specified in this School Project Agreement (and the BGA will not, and is under no obligation to, provide to You any funds additional to the Funds specified in this School Project Agreement) including where the actual cost of the design, construction and completion of the Capital Works is greater than anticipated, or where We receive or approve a Variation Proposal under clause 2.6.

14. Withholding, Repayment and Recovery of Funding

14.1 Where We and the BGA are not required to make payments

- (a) Without limiting any other rights We may have under this School Project Agreement, or Our and the BGA's rights at general law:
 - (i) We are not required to pay the BGA the Funding; and

- (ii) the BGA is not required to pay You the Funding;
- if You are in breach of this School Project Agreement.
- (b) For the purposes of clause 14.1(a), You will be in breach of this School Project Agreement including in circumstances where You:
 - (i) do not undertake or perform the Capital Works or the School Project as required by this School Project Agreement (including by not meeting relevant timeframes);
 - (ii) undertake or perform the Capital Works or the School Project other than as allowed for by this School Project Agreement;
 - (iii) do not provide Reports or other information as required by, or pursuant to, this School Project Agreement (or do not provide such Reports or other information in the timeframe required by this School Project Agreement); or
 - (iv) expend the Funding other than in accordance with the requirements of this School Project Agreement.

14.2 Our right to repayment of Funding where Trade Training Centre is not used for Designated Use

- (a) Where You have failed to comply with Your obligations at clause 12.2, We may, in Our absolute discretion, recover from You an amount of Funds calculated in accordance with the formula set out in clause 14.2(b).
- (b) For the purposes of clause 14.2(a), the formula is as follows:

$$\text{Recoverable amount} = F - [F/20 \times Y]$$

where F is the total amount of Funds paid to You (excluding any such amounts that have already been recovered by the BGA or by Us); and

Y is the number of completed years since the commencement of the Designated Use Period, as at the time You first failed to comply with Your obligations at clause 12.2.

For the avoidance of doubt, where You first fail to comply with Your obligations under clause 12.2 within a year of the commencement of Designated Use Period, We may recover in full the total amount of Funds paid to You and which have not already been recovered by the BGA or by Us.

14.3 Our right to repayment of Funding where Asset is not used for Designated Use

- (a) Where:
 - (i) Item E3 specifies that this clause 14.3 applies; and
 - (ii) You have failed to comply with clause 7.4;

We may, in Our absolute discretion, recover from You an amount of Funds calculated in accordance with the formula set out in clause 14.3(b), less any amounts already recovered by Us under clause 7.5.

- (b) For the purposes of clause 14.3(a), the formula is as follows:

$$\text{Recoverable amount} = \text{AF} - [\text{AF}/\text{DAUP} \times \text{Y}]$$

where AF is the amount of Funds used to acquire the Asset;

Y is the number of completed years since the date on which You first created, acquired or leased the Asset, as at the time You first failed to comply with Your obligations at clause 7.4; and

DAUP is the Designated Asset Use Period for that Asset or class of Asset.

14.4 Repayment of Funding

- (a) Without limiting any other clause in this School Project Agreement, You agree that We may recover from You any amount of Funding that You have not spent or committed in accordance with this School Project Agreement as at Date for Commencement of Trade Training Centre or date of earlier termination of this School Project Agreement.
- (b) Without limiting any other clause in this School Project Agreement, You agree that We may require You to repay an amount equivalent to any amount of Funding that You have:
- (i) spent other than in accordance with this School Project Agreement; or
 - (ii) not acquitted to Our satisfaction;

at any time where We provide You with a notice in Writing that You are required to repay such amount.

14.5 We and the BGA may defer, suspend, reduce or withhold payments

Without limiting any other rights We may have under this Agreement, or at general law, We may defer, suspend, reduce or withhold all or part of a Funding payment to the BGA for You, and the BGA will accordingly defer, suspend, reduce or withhold all or part of a Funding payment to You:

- (a) until You have performed to Our satisfaction the obligation to which the Funding payment relates; or
- (b) where We form the reasonable opinion that the full payment is not properly required by You because of Funding surpluses or underspends.

14.6 Recoverable Amounts must be repaid or offset

- (a) Subject to clause 14.6(b), where any amount is recoverable by Us under this Agreement, including an amount recoverable under clauses 14.2, 14.3, or 14.4, ("**the Recoverable Amount**") You agree to pay the Recoverable Amount to Us in full within 21 Business Days of a request in Writing from Us to do so.

- (b) If We agree in Writing that You do not have to pay all or some of the Recoverable Amount to Us, then You do not have to pay Us that amount that We agree to, but:
 - (i) We may recover all or some of the Recoverable Amount from You by offsetting the amount against any amount subsequently due to You under this School Project Agreement, or any other arrangement or agreement between You and Us; or
 - (ii) We may request You in Writing to deal with all or some of the Recoverable Amount in a particular way, and You agree to deal with such amount as We request.

14.7 Amounts unpaid are debts due to the Commonwealth

If:

- (a) You do not pay Us an amount owing under clause 14.6(a); or
- (b) We are not able to recover an amount that We wish to recover under clause 14.6(b)(i); or
- (c) You do not deal with an amount as We direct under clause 14.6(b)(ii);

then:

- (d) You must pay the amount arising under clauses 14.7(a), 14.7(b), or 14.7(c) to Us and must also pay Us Interest on such amount from the date it was due to be paid, or offset or dealt with as the case may be, and then for the period of time it remains unpaid to Us; and
- (e) the relevant amount, and Interest owed under clause 14.7(d), will be recoverable by Us as a debt due to Us by You.

15. Spending the Funding

15.1 You may only use the Funding for certain purposes

- (a) You must spend the Funding in accordance with this School Project Agreement.
- (b) You may only spend the Funding in accordance with the Project Budget on:
 - (i) the conduct of the Capital Works;
 - (ii) Project Management Costs associated with the Capital Works;
 - (iii) Recognition Costs associated with the Trade Training Centre; and
 - (iv) subject to clause 7, the purchase of Assets.

15.2 You may not use the Funding for any other purpose

- (a) You may not spend the Funding for any purposes other than those specified in clause 15.1(b).
- (b) Without limiting clause 15.2(a), You must not spend the Funding:
 - (i) for the preparation of, or in the course of, any litigation;

- (ii) for the procurement of human resources or personnel services;
- (iii) to meet overhead costs associated with distributing the Funds; or
- (iv) to meet Recurrent Costs associated with the ongoing operation of the Trade Training Centre.

16. Management of the Funding

You must:

- (a) ensure that the Funds, once those Funds are provided to You by the BGA, are held in an account in Your name and which You solely control, with a bank or credit union authorised by the Australian Prudential Regulatory Authority to carry on banking business in Australia;
- (b) on request from Us or the BGA, provide Us or the BGA and the authorised deposit-taking institution with an authority for Us or the BGA to obtain all details relating to any use of the account; and
- (c) identify the receipt and expenditure of the Funds separately within Your accounting Record.

Part A4 Monitoring, Reporting and Record Keeping for the School Project

17. Monitoring and Liaison

17.1 We may conduct monitoring activities

Without limiting any other provision of this School Project Agreement, You acknowledge and agree that We and/or the BGA may conduct a range of monitoring activities to verify that activities with respect to the School Project are being conducted in accordance with this School Project Agreement, including that there has been proper and efficient use of Funds and that the Program Objectives are being achieved.

17.2 Liaison

- (a) You must at Your own cost:
 - (i) liaise with and provide information to the Program Delegate, or a person nominated by the Program Delegate, as reasonably required by the Program Delegate;
 - (ii) liaise with and provide information to the BGA Representative, or a person nominated by the BGA, as reasonably required by the BGA Representative or by Us;
 - (iii) comply with all reasonable requests, directions, or monitoring requirements received from the BGA Representative or Program Delegate;
 - (iv) without limiting clauses 17.2(a)(i), 17.2(a)(ii) or 17.2(a)(iii), assist Us and the BGA in undertaking Program evaluation activities where We or the BGA request; and

- (v) promptly advise the Program Delegate and the BGA Representative in Writing about any relevant matters that might affect Your ability to meet Your obligations under this School Project Agreement.
- (b) Without limiting clause 17.2(a)(v), You must immediately advise the Program Delegate and BGA Representative in Writing about any proposed closure of You , or significant change in Your operations.

18. Reporting requirements

18.1 You must provide Reports

- (a) You must prepare and give to the BGA Representative, the Reports set out in Item C1 of the Project Specific Schedule and the Final Acquittal Report specified in clause 18.2 by the dates set out in the Project Timeframe Table.
- (b) You must prepare and give to the Program Delegate the Reports set out in Items C2 and C3 of the Project Specific Schedule.
- (c) All Reports must be in English and in a form acceptable to the BGA, or Us, as the case may be. If, in the BGA Representative's or the Program Delegate's opinion, either the form or the content of a Report is not adequate for the BGA's and Our purposes, without limiting the BGA's or Our rights, the BGA Representative or Program Delegate may require You to submit a revised Report. You must submit the revised Report within 21 Business Days, or such other time as is specified by the BGA Representative or Program Delegate (such other time may be less than 21 Business Days).

18.2 Final Acquittal Report

- (a) You must provide the BGA with an audited final acquittal Report ("**Final Acquittal Report**"):
 - (i) verifying that You have spent the Funding in accordance with this School Project Agreement;
 - (ii) setting out income and expenditure in respect of the Funding; and
 - (iii) specifying any other matters required by Us or the BGA for accountability purposes, which We or the BGA notify You must be included in the Final Acquittal Report 14 Business Days before the Final Acquittal Report is due.
- (b) The Final Acquittal Report must be prepared in accordance with Australian Accounting Standards.
- (c) The Final Acquittal Report must be audited:
 - (i) in accordance with Australian Auditing Standards; and
 - (ii) by a person who is:
 - A. registered as a company auditor under the *Corporations Act 2001*, or a member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and

- B. not a principal, member, shareholder, officer or employee of You.

19. Record Keeping

19.1 Keeping records

You must make full and accurate Records of the conduct of the School Project including progress against the Milestones, the receipt and use of Funding, the acquisition of Assets and the creation of Intellectual Property Rights in Project Material.

19.2 Keeping copies of all Reports, records and account books

You must keep a copy of all Reports, records and account books in their original form for at least 7 years after the Date of Expiration or after the earlier termination of this School Project Agreement.

20. Our Rights of Inspection and Access

20.1 Our right to inspect

- (a) The Program Delegate, the BGA Representative or any person authorised by the Program Delegate or the BGA Representative, may at any time inspect Your activities relating to this School Project Agreement, including without limitation the Capital Works.
- (b) Notwithstanding clause 20.1(a), You acknowledge that the Program Delegate, the BGA Representative (or any person authorised by the Program Delegate or the BGA Representative) owe no duty to You to:
 - (i) inspect Your activities; or
 - (ii) review construction for errors, omissions or compliance with the requirements of this School Project Agreement if it does so inspect.

20.2 Access to Premises and Records

You must at all reasonable times give the Auditor-General, the Privacy Commissioner, the Program Delegate, the BGA Representative, a member of the National Investigations Unit in the Department on production of photo identification, or any person authorised in Writing by the Secretary:

- (a) reasonable access to:
 - (i) Your employees;
 - (ii) Premises; and
 - (iii) Material; and
- (b) reasonable assistance to:
 - (i) inspect Your activities;
 - (ii) locate and inspect Material; and

- (iii) make copies of Material and remove those copies;

relevant to the School Project.

20.3 Notice

- (a) The rights referred to in clauses 20.1 and 20.2 are subject to:
 - (i) the provision of reasonable prior notice to You; and
 - (ii) Your reasonable security procedures.
- (b) If a matter is being investigated which, in the opinion of a member of the National Investigations Unit in the Department, or any person authorised in Writing by the Secretary, may involve an actual or apprehended breach of the law, clause 20.3(a) will not apply.

20.4 No reduction of responsibility under this School Project Agreement

Our and the BGA's rights of inspection and the requirement for access specified in clauses 20.1 and 20.2 do not in any way reduce Your responsibility to perform Your obligations under this School Project Agreement.

Part B Cluster and Consortium Arrangements

21. Cluster Arrangements

21.1 Where this clause applies

This clause 21 applies where it is specified in the table at Item A1 of the Project Specific Schedule that the School Project is a Cluster project.

21.2 Your acknowledgement

- (a) You acknowledge that You are undertaking the School Project as part of a Cluster. The Cluster Schools are set out in the table at Item A1 of the Project Specific Schedule.
- (b) Notwithstanding clause 21.2(a), or any other clause in this School Project Agreement, You agree and acknowledge that You have ultimate responsibility to Us under this School Project Agreement for performance of the School Project.

21.3 Your responsibilities

- (a) You must ensure appropriate written arrangements are in place between Yourself and Cluster Schools which deal, as a minimum, with:
 - (i) the governance of the School Project so as to ensure the Program Objectives are met;
 - (ii) communications between Yourself and the Cluster Schools, and between Cluster Schools;
 - (iii) access arrangements for students from Cluster Schools to attend the Trade Training Centre, which include a guaranteed and specified right of access for Your students and students from each Cluster School to the

Trade Training Centre for at least the Designated Use Period as required by clause 12.5; and

- (iv) procedures for the resolution of disputes between Yourself and the Cluster Schools, and between Cluster Schools.
- (b) You must promptly provide Us with details of all such written arrangements between Yourself and Cluster Schools dealing with the matters set out in clause 21.3(a), upon Our request.

22. Consortium Arrangements

22.1 Where this clause applies

This clause 22 applies where it is specified in the table at Item A1 of the Project Specific Schedule that the School Project is a Consortium project.

22.2 Your acknowledgement

You acknowledge that You are undertaking the School Project as part of a Consortium. The Consortium Members are set out in the table at Item A1 of the Project Specific Schedule.

22.3 Your responsibilities

- (a) You must ensure appropriate written arrangements are in place between yourself and Consortium Members which deal, as a minimum, with:
 - (i) the governance of the School Project so as to ensure the Program Objectives are met;
 - (ii) communications between Yourself and the Consortium Members and, if relevant, Cluster Schools;
 - (iii) access arrangements for the Trade Training Centre which include a guaranteed specified right of access for Your students and students from each Cluster School (if applicable) to the Trade Training Centre for at least the Designated Use Period, as required by clause 12.5; and
 - (iv) procedures for the resolution of disputes between Yourself, Consortium Members and Cluster Schools (if applicable), and between Consortium Members.
- (b) You must promptly provide Us with details of all such written arrangements between Yourself and Consortium Members dealing with the matters set out in clause 22.3(a) upon Our request.

Part C General Provisions

23. Term of this School Project Agreement

This School Project Agreement commences on the Date of this School Project Agreement and ends on the Date of Expiration, unless terminated earlier in accordance with its terms or the law ("**Term of this School Project Agreement**").

24. Guidelines

You agree that You will comply with the Guidelines, as they are relevant, in Your performance of the School Project and of this School Project Agreement.

25. Commonwealth Material

25.1 Ownership of Commonwealth Material

Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and reproduce that Material only for the purposes of this School Project Agreement.

25.2 Safekeeping of Commonwealth Material

You must keep safely and maintain the Commonwealth Material that You have been given for the purposes of this School Project Agreement.

25.3 Dealing with Commonwealth Material at the end of the School Project Agreement

You may retain or destroy all Commonwealth Material remaining in Your possession at the end of this School Project Agreement, unless otherwise notified by Us.

26. Project Material

26.1 Ownership of Intellectual Property Rights in Project Material

Subject to this clause 26, as between Us and You, ownership and Intellectual Property Rights in Project Material vest immediately in You.

26.2 Licensing of Intellectual Property Rights in Project Material

Subject to clause 26.3, You grant to Us:

- (a) a permanent, irrevocable, free, world wide, non-exclusive licence (including a right of sublicense) to use, reproduce, publish, adapt, commercialise and exploit the Intellectual Property Rights in the Project Material, other than for Project Material referred to under clause 26.2(b), for any purpose; and
- (b) a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, publish and adapt (but not to commercialise or otherwise exploit) Intellectual Property Rights in:
 - (i) building plans, drawings and other design material relating to a Trade Training Centre and principally or solely developed by a third party or parties; and
 - (ii) recognition Material (websites, publications, photographs etc) that relates to a Trade Training Centre and which is principally or solely developed by a third party or parties;

for the management of the Program or for administration, promotion and accountability purposes relating to the Program.

26.3 Third party licence

If a third party has Intellectual Property Rights in Material incorporated in, supplied with or constituting Project Material ("**Third Party Material**"), You must:

- (a) use Your best endeavours to arrange for the grant to Us of a licence to Intellectual Property Rights in that Material on the same terms as are set out in clause 26.2(a), unless the Third Party Material is incorporated in, supplied with or constitutes Project Material referred to in clause 26.2(b), in which case You must use Your best endeavours to arrange for the grant to Us of a licence to Intellectual Property Rights in that Material on the same terms as are set out in clause 26.2(b);
- (b) if You, despite Your best endeavours, are not able to arrange for the grant to Us of a licence on terms required by clause 26.3(a), You must:
 - (i) promptly notify Us of this in Writing; and
 - (ii) in accordance with and subject to any directions We may give, arrange for the relevant third party to grant to Us a licence which:
 - A. is in the broadest possible terms that You are able to secure; and
 - B. is otherwise on the same or better terms as the third party licenses its Intellectual Property Rights in that Third Party Material to You; and
- (c) before or when You provide such Third Party Material to Us, notify Us in Writing, of:
 - (i) the third party Intellectual Property Rights (including providing all details We may require regarding such a third party and the nature of its Intellectual Property Rights); and
 - (ii) the terms and conditions of Our licence to Intellectual Property Rights in Third Party Material.

26.4 You must give effect to this clause

You must, if requested by Us to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 26.

26.5 Your warranty that You are entitled to deal with Intellectual Property Rights in the Project Material

You warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Project Material in accordance with this clause 26.

26.6 Consent to performance of Specified Acts

- (a) You agree:
 - (i) to obtain from each author of any Project Material a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by Us or any person licensed by Us to use, reproduce, adapt and exploit the Project Material; and

- (ii) upon request, to provide the executed original of each consent to Us.
- (b) If You are not able to obtain the written consents required under clause 26.6(a), You must notify Us immediately. We may direct You not to incorporate any Material for which You are unable to obtain such written consents into the Project Material.

26.7 You must provide Us with a copy of the Project Material

If requested by Us, You must provide Us with a copy of the Project Material in the form requested by Us.

27. Disclosure of Information

27.1 You must not disclose Our Confidential Information

- (a) Subject to clause 27.3:
 - (i) You must not, without Our prior written approval, disclose any of Our Confidential Information to a third party; and
 - (ii) We must not, without Your prior written approval, disclose any of Your Confidential Information to a third party.
- (b) Subject to clause 27.3, in giving written approval to disclosure, a party may impose conditions as it thinks fit, and the other party agrees to comply with the conditions.

27.2 We may require undertakings relating to the non-disclosure of Our Confidential Information

- (a) We may at any time require You to arrange for any person engaged in, or in relation to, the performance or management of this School Project Agreement to give written undertakings, in a form required by Us, relating to the non-disclosure of Our Confidential Information.
- (b) If You receive a request under clause 27.2(a), You must promptly arrange for all undertakings to be given.

27.3 No breach where information is disclosed in certain circumstances

- (a) The obligations on the parties under this clause 27 will not be breached if information:
 - (i) is disclosed by Us to the responsible Minister;
 - (ii) is disclosed by Us in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or a State or Territory of Australia;
 - (iii) is authorised or required by law to be disclosed; or
 - (iv) is in the public domain otherwise than due to a breach of this clause 27.
- (b) Nothing in this clause 27 limits Your obligations under clause 20 or clause 28.

28. Protection of Personal Information

28.1 Requirements when dealing with Personal Information

You agree:

- (a) to comply with the Information Privacy Principles when doing any act or engaging in any practice in relation to Personal Information for the purposes of this School Project Agreement, as if You were an agency as defined in the Privacy Act; and
- (b) to deal with Personal Information received, created or held by You for the purposes of this School Project Agreement only to fulfil Your obligations under this School Project Agreement and in accordance with any conditions or restrictions specified from time to time by Us.

28.2 Meeting obligations under this School Project Agreement

An act done or a practice engaged in by You or a subcontractor to meet (directly or indirectly) an obligation under this School Project Agreement:

- (a) is authorised by this clause 28 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with a National Privacy Principle or an approved privacy code (as defined in the Privacy Act) that applies to You or the subcontractor; but
- (b) is subject to the other obligations in this School Project Agreement including this clause 28.

29. Taxes, Duties and Government Charges

29.1 All taxes, duties and government charges must be born by You

Subject to this clause 29, all taxes duties and government charges imposed or levied in Australia or overseas in connection with this School Project Agreement must be borne by You.

29.2 Consideration is inclusive of GST unless otherwise indicated

Unless otherwise indicated, all consideration for any supply under this School Project Agreement is inclusive of any GST imposed on the supply.

29.3 GST registration

- (a) You warrant that You are registered in accordance with the GST Act, and You must notify Us in Writing of any change to Your ABN or GST registration status immediately You are notified of any change.
- (b) We are registered in accordance with the GST Act and will notify You of any change in Our ABN or GST registration status if We are notified of any change.

29.4 Invoices

- (a) You must forward invoices for Funding instalments under this School Project Agreement to the BGA, but addressed to Us, in accordance with the Project Specific Schedule.

- (b) Invoices must:
 - (i) comply with the requirements for a Tax Invoice, as defined in the GST Act (to avoid doubt, this includes identifying the GST component);
 - (ii) be addressed to Us and marked to the attention of the Program Delegate; and
 - (iii) include:
 - A. title of the School Project;
 - B. Your name and ABN;
 - C. Funds to be invoiced (including a description of the Milestones or deliverables that the invoice relates to); and
 - D. any other details required by Us which We notify You must be included in the invoice or invoices.
- (c) The date for payment by the BGA is within 30 days of delivery of a correctly rendered invoice.
- (d) Where We request, You must provide a copy of any invoices under this School Project Agreement directly to Us, within such timeframe as We may specify.

29.5 Where a claim gives rise to a liability to pay GST

If a payment to satisfy a claim or a right to claim under or in connection with this Agreement (for example, a claim for damages for breach of the Agreement) gives rise to a liability to pay GST, the payer must also pay the amount of that GST (except any GST for which the payee is entitled to an input tax credit).

29.6 No claiming of amounts where input tax credits are claimed

You may not claim from Us or the BGA an amount for which You can claim an input tax credit.

30. Indemnity

30.1 You agree to indemnify Us

You agree to indemnify Us against any:

- (a) loss or liability incurred by Us;
- (b) loss of or damage to Our property; or
- (c) loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by Us;

arising from:

- (i) any act or omission by You, or any of Your employees, agents, or subcontractors in connection with this School Project Agreement, where

there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;

- (ii) any breach by You or any of Your employees, agents, or subcontractors of obligations or warranties under this School Project Agreement;
- (iii) any use or disclosure by You, Your officers, employees, agents or subcontractors of Personal Information held or controlled in connection with this School Project Agreement; or
- (iv) the use by Us of the Project Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) in Project Material.

30.2 Proportional reduction of liability

Your liability to indemnify Us under this clause 30 will be reduced proportionately to the extent that any fault on Our part contributed to the relevant loss, damage, expense, or liability.

30.3 Our right to be indemnified is additional to other rights

Our right to be indemnified under this clause 30 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

30.4 Definition of "fault"

In this clause 30, "fault" means any negligent or unlawful act or omission or wilful misconduct.

31. Conflict of Interest

31.1 You warrant that no Conflict exists

You warrant that, to the best of Your knowledge after making reasonable inquiries, at the Date of this School Project Agreement no Conflict exists or is likely to arise in the performance of Your obligations under this School Project Agreement.

31.2 Where a Conflict arises

If during the Term of this School Project Agreement, a Conflict arises, or is likely to arise, You must:

- (a) immediately notify Us in Writing of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict;
- (b) make full disclosure to Us of all relevant information relating to the Conflict; and
- (c) take steps as We may, if We choose to, reasonably require to resolve or otherwise deal with that Conflict.

31.3 Our rights of termination

If You fail to notify Us under this clause 31, or are unable or unwilling to resolve or deal with the Conflict as required, We may immediately terminate this School Project Agreement under clause 38.

32. Negation of Employment, Partnership and Agency

- (a) You will not, by virtue of this School Project Agreement, be or for any purpose be deemed to be Our employee, partner or agent.
- (b) You must not represent Yourself, and must ensure that Your employees, partners, agents or sub-contractors do not represent themselves, as being Our employees, partners or agents.

33. Entire Agreement, Variation, Severance and Attachment of Documents

- (a) This School Project Agreement records the entire agreement between the parties in relation to its subject matter.
- (b) Except for action We are expressly authorised to take elsewhere in this School Project Agreement, no variation of this School Project Agreement is binding unless it is agreed in Writing and signed by the parties. Without limiting this, where the parties wish to amend the Project Specific Schedule only, they may do so by executing a new Project Specific Schedule, and once executed, the new Project Specific Schedule will replace the previous Project Specific Schedule, and this School Project Agreement will be amended accordingly.
- (c) If a court or tribunal says any provision of this School Project Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.
- (d) Where reference is made to a document which is or will be attached to this School Project Agreement and such document is not attached, the validity and effect of such document and of this School Project Agreement will not be affected by the non-attachment.

34. Waiver

- (a) If a party does not exercise (or delays in exercising) any rights under this School Project Agreement, that failure or delay does not operate as a waiver of those rights.
- (b) A waiver by a party of any of its rights does not prevent the further exercise by it of any right.
- (c) Waiver of any provision of, or right under, this School Project Agreement:
 - (i) must be in Writing signed by the party entitled to the benefit of that provision or right; and
 - (ii) is effective only to the extent set out in the written waiver.
- (d) In this clause 34 'rights' means rights or remedies of a party provided by this School Project Agreement or at law.

35. Assignment and Novation

- (a) You must not assign Your rights under this School Project Agreement without prior written approval from Us.

- (b) You agree not to negotiate with any other person to enter into an arrangement that will require novation of this School Project Agreement without first consulting with Us.

36. Dispute Resolution

36.1 No commencement of legal proceedings until procedure under this clause followed

Subject to clause 36.3, the parties agree not to commence any legal proceedings in respect of any dispute arising under this School Project Agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause 36 has been used.

36.2 Procedure to follow

The parties agree that any dispute arising during the course of this agreement is dealt with as follows:

- (a) the party claiming that there is a dispute will send the other party a written notice setting out the nature of the dispute;
- (b) the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
- (c) the parties have 10 Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and

if:

- (i) there is no resolution of the dispute;
- (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or extended time as the parties may agree in Writing before the expiration of the 15 Business Days;

then either party may commence legal proceedings.

36.3 Where clause does not apply

This clause 36 does not apply:

- (a) if either party commences legal proceedings for urgent interlocutory relief;
- (b) if action is taken by Us under clauses 14.2, 14.3, 14.4, 14.5, 20, 37 or 38;
- (c) if an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You; or
- (d) while the Departmental Consultation Process is being followed.

36.4 Parties must continue to perform obligations

Despite the existence of a dispute, the parties must (unless requested in Writing by the other party not to do so) continue to perform obligations under this School Project Agreement.

37. Termination With Costs and Reduction

37.1 We may terminate or reduce scope of this School Project Agreement

We may, at any time by written notice to You, terminate this School Project Agreement in whole or reduce the scope of this School Project Agreement without prejudice to the rights, liabilities, or obligations of either party accruing prior to the date of termination. If this School Project Agreement is terminated or reduced in scope:

- (a) the BGA will be liable to make any payments to You under the payment provisions of this School Project Agreement that were due before the effective date of termination; and
- (b) We will only be liable for, subject to clauses 37.4 and 37.5, any reasonable costs incurred by You and directly attributable to the termination or partial termination of this School Project Agreement.

37.2 Your obligations upon receipt of notice of termination or reduction in scope

Upon receipt of a notice of termination or reduction in scope You must:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Project Material; and
- (c) continue work on any part of the School Project not affected by the notice.

37.3 Our right to give directions

We reserve the right to give You directions in respect of the termination or reduction in scope process under this clause 37 and You must comply with such directions.

37.4 Liability to pay abates proportionately to reduction in obligations

If there is a reduction in scope of the obligations under this School Project Agreement, Our liability to pay any part of the Funding to the BGA on Your behalf will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this School Project Agreement.

37.5 We are not liable to pay compensation for loss of prospective profits

We will not be liable to pay compensation for loss of prospective profits for a termination or reduction in scope under this clause 37 or loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

38. Termination For Default

We may immediately terminate this School Project Agreement by giving written notice to You of the termination if:

- (a) We are satisfied that any statement made in Your application for Funding is incorrect, incomplete, false or misleading in a way which may have affected:
 - (i) the original decision to approve the Funding;
 - (ii) the terms and conditions of this School Project Agreement; or
 - (iii) action taken by Us under this School Project Agreement;
- (b) You fail to fulfil, or are in breach of any of Your obligations under this School Project Agreement and You do not rectify the omission or breach within 10 Business Days of receiving a notice in Writing from Us to do so;
- (c) any provision of this School Project Agreement gives Us a right to terminate this School Project Agreement;
- (d) You are unable to pay all Your debts when they become due or We form the view that You are or may become insolvent;
- (e) if You are an incorporated body:
 - (i) You fail to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*;
 - (ii) proceedings are initiated to obtain an order for Your winding up or any shareholder, member or director convenes a meeting to consider a resolution for Your winding up;
 - (iii) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* or equivalent provisions in other legislation, or an order has been made to place You under external administration; or
 - (iv) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity; or
- (f) You cease to carry on a business or operations relevant to the performance of the School Project. To avoid doubt, this includes where You close or cease to operate as a school.

39. Termination of Master BGA Funding Agreement

39.1 Our rights where Master BGA Funding Agreement is terminated

Where, for any reason, the Master BGA Funding Agreement is terminated we may:

- (a) terminate this School Project Agreement under clause 38;
- (b) make payments of Funds directly to You, where You have met the conditions relevant to the payment to Our satisfaction;

- (c) direct another party (including, but not limited to, the BGA) to make payments of Funds to You, where You have met the conditions relevant to the payment to Our satisfaction; or
- (d) take such other action with respect to this School Project Agreement and the School Project as We, acting reasonably, determine is necessary and appropriate.

39.2 Consultation with You

In making any decision under clause 39.1, We will consult with You where We consider such consultation is necessary and appropriate.

40. Compliance With Laws and Our Policies

You must, in carrying out Your obligations under this School Project Agreement, comply with:

- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
- (b) any of Our policies notified by Us to You in Writing from time to time.

41. Applicable Law and Jurisdiction

- (a) The laws of the Australian Capital Territory apply to the interpretation of this School Project Agreement.
- (b) The parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this School Project Agreement.

42. Notices

42.1 Giving notices

A party giving notice under this School Project Agreement must do so in Writing:

- (a) if given by You, marked for the attention of the Program Delegate specified in Item B1 of the General Schedule;
- (b) if given by Us, marked for the attention of the person specified in Item B2 of the General Schedule; and

hand delivered or sent by pre-paid post or Electronic Communication to the address specified in the Project Specific Schedule.

42.2 Receiving notices

A notice given under clause 42.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 5 Business Days after the date of posting; or

- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

43. Survival of Clauses

- (a) All clauses which by their nature survive the expiration or earlier termination of this School Project Agreement will survive the expiration or earlier termination of this School Project Agreement, including without limitation clauses 25, 26, 27, 28, 30, 37.3 and this clause 43.
- (b) Clause 19.2 applies during this School Project Agreement and for 7 years from the expiration of this School Project Agreement or its earlier termination.

44. Dictionary

In this School Project Agreement, unless the contrary intention appears:

‘**ABN**’ has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999*;

‘**Approval**’ means any licence, permit, consent, approval, determination, certificate or other requirement of any authority, body or other organisation having any jurisdiction in connection with the Capital Works or the carrying out of Your activities or under any other applicable Statutory Requirement, which must be obtained or satisfied to:

- (a) carry out Your activities under this School Project Agreement including completing the Capital Works; or
- (b) occupy and use the completed Capital Works;

‘**Approved Training Courses**’ are those training courses which We require You to ensure are delivered at the Trade Training Centre, as set out in Item B3 of the Project Specific Schedule;

‘**Asset**’ means any item of personal, real or incorporeal property, with a price or value of \$10,000 or more, inclusive of GST, and which has been created, acquired or leased wholly or in part with the Funding. However, Asset does not include the Capital Works or any building forming part of the Site, or part of such building, whether resulting from the Capital Works or otherwise;

‘**Auditor-General**’ means the office established under the *Auditor-General Act 1997* and includes any other entity that may, from time to time, perform the functions of that office;

‘**Australian Accounting Standards**’ refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001*;

‘**Australian Auditing Standards**’ refers to the standards prepared by the Auditing Standards Board of the Australian Accounting Research Foundation and generally accepted audit practices to the extent they are not inconsistent with those standards;

‘**Authority**’ includes any ministry, department, government, government or semi-governmental authority, agency, instrumentality, council, corporation or other legal entity with legislative authority;

‘**BCII Act**’ means the *Building and Construction Industry Improvement Act 2005*;

‘**BGA**’ means the Block Grant Authority for You, as identified in Recital E;

'BGA Representative' means the BGA's representative as set out in Item B3 of the General Schedule;

'Branding Guidelines' means the Trade Training Centres in Schools Branding Guidelines as amended by Us from time to time;

'Building Code of Australia' means the Building Code of Australia produced and maintained by the Australian Building Codes Board on behalf of the Australian Government and State and Territory Governments as amended from time to time;

'Business Day' in relation to the doing of any action in a place, means any day other than a Saturday, Sunday, public or bank holiday in that place;

'Capital Works' means the capital works to be undertaken as part of the School Project which are summarised in Item A1 of the Project Specific Schedule, and which will result in the completed Trade Training Centre, as varied in accordance with any Variation Proposal approved under clause 2.6;

'Capital Works Phase' for the School Project commences on the Date of this School Project Agreement and ends on the Date for Commencement of Trade Training Centre;

'Certificate of Occupancy' means the certificate of occupancy or use issued by the proper Authority confirming that the Capital Works comply with all Statutory Requirements, are according to the Approvals and are fit for occupancy and the Designated Use;

'Cluster' means a group of schools;

'Cluster Schools' means those schools identified as cluster schools in the table at Item A1 of the Project Specific Schedule;

'Code' has the meaning set out in clause 4.1;

'Code Guidelines' has the meaning set out in clause 4.1;

'Code Monitoring Group' has the meaning set out in clause 4;

'Commonwealth' means the Commonwealth of Australia represented and acting through the Department, and includes the officers, delegates, employees, other contractors and agents of the Commonwealth;

'Commonwealth Material' means any Material provided by Us to You for the purposes of this School Project Agreement or which is copied or derived from that Material, except for Project Material;

'Conflict' refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to interfere with or restrict You in providing the School Project to Us fairly and independently;

'Consortium' means a group consisting of a single secondary school, or Cluster of secondary schools, working together with Registered Training Organisations, Group Training Organisations, employers and/or other third party bodies with the objective of establishing a Trade Training Centre as a shared facility;

'Consortium Members' means those third party entities identified as consortium members in the table at Item A1 of the Project Specific Schedule;

'Date for Commencement of Capital Works' means the date for commencement of the Capital Works set out in the Project Timeframe Table or as otherwise agreed by Us in Writing;

'Date for Commencement of Trade Training Centre' means the date for commencement of

the Trade Training Centre set out in the Project Timeframe Table, or as otherwise agreed by Us in Writing;

'Date for Midpoint of Construction' means the date by which You must achieve the Midpoint of Construction of the Capital Works, as set out in the Project Timeframe Table, or as otherwise agreed by Us in Writing;

'Date for Practical Completion of Capital Works' means the date by which You must achieve Practical Completion of the Capital Works set out in the Project Timeframe Table or as otherwise agreed by Us in Writing;

'Date of this School Project Agreement' means the date written on the signature page of this School Project Agreement or if no date or more than one date is written there, then the date on which this School Project Agreement is signed by the last party to do so;

'Date of Expiration' is the date on which the Designated Use Period ends;

'Department' means the Commonwealth Department of Education, Employment and Workplace Relations or such other Commonwealth Department as may be responsible from time to time for the administration of this School Project Agreement;

'Departmental Consultation Process' means the process set out in Item C of the General Schedule;

'Designated Asset Use Period' is 5 years for any computer equipment and 10 years for all other Assets;

'Designated Use' means the designated use specified in Item B2 of the Project Specific Schedule;

'Designated Use Period' commences on the Date for Commencement of Trade Training Centre and ends on the day which is 20 years from the Date for Commencement of Trade Training Centre;

'Electronic Communication' has the same meaning as it has in section 5 of the *Electronic Transactions Act 1999*;

'Force Majeure Event' means a circumstance or event which was not contemplated by You and which could not reasonably have been foreseen by You and is beyond Your reasonable control, including acts of God, war or other hostility, national or international disaster, fire, explosion, power failure, strike or lockout, but does not include circumstances or events caused by acts or omissions of Your officers, employees, sub-contractors or agents;

'Final Acquittal Report' means the report described in clause 18.2(a) of this School Project Agreement;

'Funding' or **'Funds'** means the amount or amounts paid or payable by Us to the BGA for Your purposes in undertaking the Capital Works, as specified in Item D1 of the Project Specific Schedule, including Interest earned on that amount;

'Funding Application' means Your application for funding for the School Project as described in Recital E;

'General Schedule' means the general schedule to this School Project Agreement;

'GST' has the same meaning as it has in section 195-1 of the GST Act;

'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999*;

'Guidelines' means the guidelines for the Program as described in Recital D, as updated or amended by Us from time to time;

'Information Privacy Principle' has the meaning given in the Privacy Act;

'Intellectual Property Rights' includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

'Interest' means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953*, on a daily compounding basis;

'Item' means an item of the Project Specific Schedule;

'Material' includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

'Master BGA Funding Agreement' means the agreement between Us and the BGA which sets out the BGA's obligation to pay the Funds to You as well as the other obligations that the BGA has in respect of the monitoring of the Program, as specified in Recital G;

'Midpoint of Construction' means where You are satisfied, after having made reasonable enquiries, that the construction of the Capital Works is progressing satisfactorily and the Capital Works are half way (or more) completed;

'Milestone' means a stage of completion of the Capital Works set out in the Project Timeframe Table;

'Our Confidential Information' means information that:

- (a) is described in Item A1 of the General Schedule;
- (b) We identify, by notice in Writing to You after the Date of this School Project Agreement, as confidential information for the purposes of this School Project Agreement; or
- (c) You know or ought to know is confidential to Us;

'Payment No 2', **'Payment No 3'** and **'Payment No 4'** mean those instalments of the Funds specified, respectively, as Payment No 2, Payment No 3 and Payment No 4 in the Project Timeframe Table;

'Personal Information' has the same meaning as it has in section 6 of the Privacy Act;

'Practical Completion' occurs when the requirements of clause 2.7 have been met;

'Premises' means premises occupied by You or where any obligation under this School Project Agreement is undertaken, and includes, without limitation, the Site;

'Privacy Act' means the *Privacy Act 1988*;

'Privacy Commissioner' means the Office of the Privacy Commissioner established under the Privacy Act and includes any other entity that may, from time to time, perform the functions of that Office;

'Program' means the *Trade Training Centres in Schools Program* as described in Recital A;

'Program Objectives' means the Program objectives as set out in section 1.2 of the Guidelines or as notified by Us to You from time to time;

'Program Delegate' means the person for the time being performing the duties of the office of the Department specified in Item B1 of the General Schedule or any other person specified by the Secretary and notified in Writing to You;

'Project Budget' means the budget for the School Project set out in Item D4 of the Project Specific Schedule;

'Project Leader' means the person specified at Item A4 of the Project Specific Schedule;

'Project Management Costs' means the costs necessarily involved with the project management of the Capital Works and includes costs for design and development, tender and contract documentation, project management fee and building application fees;

'Project Material' means all Reports and all Material other than Reports:

- (a) brought into existence for the purpose of performing this School Project Agreement or provided to Us pursuant to this Agreement;
- (b) incorporated in, supplied or required to be supplied with the Material referred to in paragraph (a); or
- (c) copied or derived from Material referred to in paragraphs (a) or (b);

'Project Specific Schedule' means the project specific schedule to this School Project Agreement;

'Project Timeframe Table' means the timeframe table set out at Item A3 of the Project Specific Schedule;

'Records' includes documents, information and data stored by any means and all copies and extracts of the same;

'Recognition Costs' means the costs of meeting the Commonwealth's recognition requirements for the Trade Training Centre as set out in clauses 10.1 10.2 and the Guidelines;

'Recurrent Costs' means all costs involved in the ongoing use of the Trade Training Centre for the Designated Use and includes costs of consumables, repairs, maintenance or replacement of items, electricity and phone usage, staff training, salaries of persons employed at the Trade Training Centre; security costs, insurance of equipment and facilities and transportation;

'Report' means Project Material that is provided to the BGA or Us for reporting purposes including the Final Acquittal Report and reports set out in Item C of the Project Specific Schedule;

'School Project' means the activity described in Items A, B and C of the Project Specific Schedule, and includes the conduct and completion of the Capital Works and the ongoing operation of the Trade Training Centre;

'School Project Agreement' means this document including the Project Specific Schedule, and any documents incorporated by reference by the clauses or the Project Specific Schedule;

'Secretary' means a person for the time being performing the duties of the office of Secretary to the Department and includes a person designated in Writing by the Secretary to exercise any of the Secretary's powers under this School Project Agreement;

'Site' means the site described in Item A2 of the Project Specific Schedule where the Capital Works are being carried out, and any item which is affixed to that site;

'Specified Acts' means any of the following acts or omissions by or on behalf of Us:

- (a) using, reproducing, adapting or exploiting all or any part of the Project Material, with or without attribution of authorship;
- (b) supplementing the Project Material with any other Material; and/or
- (c) using the Project Material in a different context to that originally envisaged;

but does not include false attribution of authorship;

'Standards Australia' means the organisation of that name recognised through a Memorandum of Understanding with the Commonwealth Government as the peak non-government standards development body in Australia;

'Statutory Requirements' means all:

- (a) laws applicable to the Capital Works or the carrying out of Your activities, including Acts, ordinances, regulations, by-laws and other subordinate legislation; and
- (b) Approvals (including any condition or requirement under them);

'Tax Invoice' has the same meaning as it has in the GST Act;

'Term of this School Project Agreement' has the meaning set out in clause 23;

'Trade Training Centre' means the trade training centre set out at Item B1 of the Project Specific Schedule, established on completion of the Capital Works;

'Training Obligation Period' commences on the Date for Commencement of Trade Training Centre and continues for 10 years or for the life of the Program, whichever is longer;

'Training Package' means a nationally endorsed set of competency standards and qualification requirements;

'Us', 'We' and 'Our' includes the Commonwealth's officers, delegates, employees and agents, and Our successors;

'Variation Proposal' means a notification provided under clause 2.6(a);

'Writing' means writing or Electronic Communication;

'You' means the party described as 'you' at the start of this School Project Agreement and **'Your'** has a corresponding meaning; and

'Your Confidential Information' means information that is described in Item A2 of the General Schedule.

45. Interpretation

- (a) In this School Project Agreement, unless the contrary intention appears:
 - (i) words in the singular include the plural and vice versa;
 - (ii) words importing a gender include the other gender;
 - (iii) a reference to a person includes a partnership and a body whether corporate or otherwise;
 - (iv) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
 - (v) all references to dollars are to Australian dollars;
 - (vi) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;

- (vii) an uncertainty or ambiguity in the meaning of a provision of this School Project Agreement will not be interpreted against a party just because that party prepared the provision; and
 - (viii) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.
- (b) The Project Specific Schedule (and annexures and documents incorporated by reference, if any) forms part of this School Project Agreement.
- (c) In the event of any conflict or inconsistency between any part of:
 - (i) the terms and conditions contained in the clauses of this School Project Agreement;
 - (ii) the Project Specific Schedule;
 - (iii) the annexures, if any;
 - (iv) documents incorporated by reference, if any; and
 - (v) the Guidelines;

then the material mentioned in any one of paragraphs (i) to (v) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

Executed as a Deed

Signed for and on behalf of **Commonwealth of Australia** by **[insert name of Departmental representative and their position]**, represented by and acting through the Department of Education, Employment and Workplace Relations **ABN 63 578 775 294**, in the presence of:

(Signature of Witness)

(Name of Witness in full)

(Signature of Departmental Representative)

(Name of Departmental Representative)

Signed for and on behalf of **[insert legal name of School if it is a separate legal entity, or it not, insert name of the legal entity that is responsible for the School]** by **[insert name of School / responsible entity Representative and their position]**, in the presence of:

(Signature of Witness)

(Name of Witness in full)

(Signature of Your Representative with authority to sign on behalf)

(Name of Your Representative)

GENERAL SCHEDULE

Item A Confidential Information (Clauses 27 and 44)

A1 Our Confidential Information

Our Confidential Information includes the following:

A2 Your Confidential Information

Your Confidential Information is:

Item B Program Delegate and Representatives (Clauses 42 and 44)

B1 Program Delegate

Name: Branch Manager, Trade Training Centres Taskforce
Lifting Educational Outcomes Group
Department of Education, Employment & Workplace
Relations

Postal Address: Location Code 12M53, GPO Box 9880, Canberra, ACT, 2601

Fax: [Insert]

Phone: [Insert]

Email: [Insert]

B2 Your Representative and Address for Notices

Name: [Insert]

Postal Address: [Insert]

Fax: [Insert]

Phone: [Insert]

Email: [Insert]

B3 BGA Representative

Name: [Insert]

Postal Address: [Insert]

Fax: [Insert]

Phone: [Insert]

Email: [Insert]

Item C Departmental Consultation Process (Clauses 11.2, 12.4 and 44)

- You agree that you will notify the Program Delegate in Writing that You are unable to deliver the Approved Training Courses or wish to amend the Approved Training Courses and/or change the use of the Trade Training Centre, as the case may be.
- The Program Delegate may request the Project Leader or such other person as he or she determines appropriate, to attend a meeting (or teleconference) at the Department (or any other nominated place) in which case the Project Leader and the other required persons and the Program Delegate will attend such meeting or teleconference.
- At such meeting or teleconference the Project Leader should explain why You are unable to deliver the Approved Training Courses or wish to amend the Approved Training Courses and/or change the use of the Trade Training Centre, as the case may be.
- The Program Delegate will undertake such investigations as he/she considers appropriate and consult with such other persons as he or she determines, which may include members of Your school community.