



## **Terms and Conditions of Service**

### **A. AGREEMENT INTRODUCTION**

- You, ("The Client") have requested that Key Institute provide services.
- Key Institute has agreed to provide the services as set out in these terms and conditions of service.
- The Terms and Conditions of Service constitutes the whole of the Agreement between the parties (Key Institute and you, "The Client").
- This Agreement is non-exclusive and is applicable to all the Client's operational sites in Australia as notified to Key Institute from time to time. There is no minimum commitment by The Client as to the number of Trainee's who will be participating under this Agreement.

### **B. KEY INSTITUTES RESPONSIBILITIES ("Services")**

Key Institute will:

- Services will commence upon the receipt of a list of trainees from the Client.
- Provide guidance, advice, and account management to support the facilitation of funded traineeships through the collection and review of staff eligibility and introduction to the AASN (Australian Apprenticeship Services Network) Provider.
- Provide the services in accordance with relevant State Performance Agreements Guidelines to the employees of the Client and in accordance with the *Standards for Registered Training Organisations 2015* for those Trainee's that can be trained through Key Institute.
- Provide account management to support the introduction to an appropriate AASN and another training provider if Key Institute is unable to provide the training services.
- Assist the Client to complete all documents necessary to comply with all Government requirements and, where relevant will assist with training contracts, client incentive paperwork and provide additional Government information.
- Liaise with the Client to explain the program and assist the Trainee/s progress through the training period regardless if they are studying with Key Institute or another training provider.
- Comply with all legislative requirements.

### **C. RESPONSIBILITIES OF THE CLIENT**

Subject to the terms and conditions of this Agreement, the Client

- Will be honest and provide accurate information regarding their identified staff who will be participating in a funded training program.
- Will allow the Key Institute or other training providers Trainer access to the Trainee(s) for the purposes of training and assessment.
- Will allocate time for the trainee to undertake study as per the State or Territory regulations and Performance Criteria.
- Will provide a safe learning environment.

- Use best endeavours to ensure that each Trainee is given the opportunity to undertake and complete the required course of training including being given time to complete required tasks necessary to meet the requirements, competencies.

#### **D. REMUNERATION**

- The Client shall pay Key Institute \$2000 per identified trainee that will be participating in this service.
- All payments are due to Key Institute within 90 days of receipt of our invoice.
- Key Institute will provide the Client with a tax invoice in accordance with the GST Act, indicating the fee payable by the Client to Key Institute and which Trainee it relates to.
- Key Institute agrees to maintain the commercial arrangement structure for the Term set out in **Item G**. In the instance of any changes to government incentives (state or federal) and/or change to the Services outlined within this agreement that may materially impact on the commercial arrangements associated to the delivery of the Services, Key Institute reserves the right to request an adjustment of the commercial arrangements with consent between both parties and provided that Key Institute provides written evidence in support of such request.
- Upon confirmation of the traineeship to be registered, and invoice will be raised.

#### **E. OWNERSHIP AND PROPERTY RIGHTS**

Unless otherwise specified in writing, all materials supplied during the period of this Agreement by Key Institute remain the intellectual property of Key Institute.

All The Client material remains the property of The Client. Key Institute acknowledges that it does not own any intellectual property rights in any The Client material.

#### **F. NON-DISCLOSURE**

The Supplier (Key Institute) must strictly observe and protect the confidentiality of the Client Confidential Information (including the confidential information of the Client Personnel, Affiliates and Affiliates Personnel) and must not disclose without the Client prior written permission:

- I. Use that Confidential information for any purpose whatsoever, except for the direct purpose of discharging the Suppliers obligations under this agreement; or
- II. Disclose that Confidential information to any third parties without the explicit consent of the Client.

#### **G. LENGTH OF TRAINING AGREEMENT (TERM)**

This agreement is effective from date the Client first submits a list of their trainees to be supported through traineeship.

#### **H. PRIVACY**

Information about our Privacy Policy can be found here <https://www.keyinstitute.com.au/privacy-policy/>