

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between ATC New Zealand

And High School/College
Board of Trustees (herein after called the "Board")

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

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

The provider code for NZQA reporting purposes is 8895.

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

On behalf of: ATC New Zealand (the Provider)

Signature:

Position: STAR Co-ordinator

Date:

On behalf of: High School/College (the Board)

Signature:

Position:

Date:

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

Contract For The Provision Of Star Courses

Between: **ATC New Zealand** (The Provider)

AND: (The School/College)

The terms of this contract shall be as follows:

- 1. Courses:** The Provider will provide the STAR courses in the Schedule of Courses attached to this contract.
- 2. Course Details:** Course outline containing venue, dates topics and Unit Standards covered will be supplied to the School. Either party may propose changes to these details. Changes are to be received in writing a minimum of ten (10) weekdays in advance of the course start. No guarantee of approval is to be assumed by either party.
- 3. Course Postponement or Cancellation:** The Provider has the right to postpone or cancel a course if confirmed enrolments received five (5) weekdays prior to the course start are considered insufficient to run the course as contracted. The Provider must advise all schools involved a minimum of two (2) weekdays in advance.
- 4. Consultation:** Where considered necessary by either the School or the Provider, both parties shall consult with the other party on all matters associated with the services.
- 5. Course Payment:** The Provider will submit invoice(s) as follows:
 - 5.1 For full payment of each course, sent at the end of each month – payment to be made by cheque or direct credit, received by 20th of following month of the invoice date.
 - 5.2 The total payment for each course will be based on the number of students enrolled five (5) weekdays prior to the course, but will not exceed the amount detailed in the Schedule of Courses.
- 6. Unit Standards:** NOTE: It is the School's responsibility to have the student "hooked-on" and provide the Provider with the NZQA number.
 - 6.1 The Provider will supply a list of Unit Standards and Credits each student has attained, or worked towards.
 - 6.2 The School will be responsible for reporting all student results to NZQA.
 - 6.3 Copies of original assessments must be held by the Provider until the end of the following calendar year for the purpose of moderation.
 - 6.4 Students may be given one (1) opportunity to re-sit unattained Unit Standard if not competent on first attempt, by completing a given assignment, this must be completed and received within two (2) weeks of the course completion. (This will be in accordance with NZQA Policy guidelines regarding the ability to give further learning opportunities, which may not always be possible).
- 7. Monitoring / Evaluation:** The Provider will allow the School to evaluate the courses provided any course visits are organised in advance.
- 8. Disputes:**
 - 8.1 If any dispute arises out of the Agreement the parties shall resolve the dispute to their mutual satisfaction by way of negotiation.

b. Where a dispute arises and no agreement can be made the dispute shall be referred to the Chairperson of the School and the Manager (by whatever description) of the Provider for mutual resolution.

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

10. Variations:

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

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

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

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

13. Termination:

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

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

13.3 Where any such notice of termination is issued-

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

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

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

SIGNED

For and on behalf of ATC New Zealand

DATE : / /

SIGNED

For and on behalf of The School / College

DATE: / /