



## **2019 Enterprise Training Program – Setting up a Memorandum of Understanding**

To participate in the 2019 Enterprise Training Program, employers must establish and sign a Memorandum of Understanding (MoU) with a registered training organisation (RTO), which outlines the details of the training program.

The following example outlines the key elements that should be considered for inclusion in any MoU held between an employer and an RTO.

Note: It is the responsibility of both parties to ensure that the obligations captured in the MoU sufficiently reflect the nature of the proposed business in the contract.

# EXAMPLE ONLY

## MEMORANDUM OF UNDERSTANDING

between

<EMPLOYER> and <REGISTERED TRAINING ORGANISATION>

### Parties to the agreement

*Provide details of all parties, eg:*

The parties to this agreement are L. J. Holdings WA Pty Ltd, trading as Gentle Shores Aged Care (employer), and Perth Vocational College (RTO).

### Definitions within agreement

*Ensure that key terms used within the Agreement are clear. Eg:*

- Gentle Shores Aged Care and Perth Vocational College shall be known as GSAC and PVC respectively for the purpose of this MoU
- The word 'Independent' means .....

### Effective date

Eg: This MoU commences on ..... and ceases on ..... unless otherwise agreed in writing by the parties.

### Purpose

*What is the purpose of this MOU, and why has it been made? Eg:*

This MoU details the agreed training program to be delivered to employees of GSAC, by PVC, for the purpose of seeking funding from the WA Department of Training and Workforce Development.

### Special conditions

*Any special conditions to the MoU are to be put in here, for example:*

Parties to this MoU are not bound by agreements of the parties to a third party.

### Training and assessment program

- When, where, how and by whom will the training be delivered?
- Specific details of what training is to be delivered (skill sets and/or UoCs, and/or qualifications)
- Specific details of how competency will be assessed
- Commencement and completion dates
- Schedule of training delivery, and assessment

### Privacy and confidentiality

*All parties of this MoU provide agreed Privacy and Confidentiality terms here.*

### Intellectual property

*Define here how intellectual property of each party will be managed.*

### Roles and responsibilities of the parties

*This section needs to articulate the roles of parties to the MoU.*

#### Example employer roles and responsibilities

- Allow the RTO the required access to students and facilities to allow training to take place
- Payment in accordance with agree terms

#### Example RTO roles and responsibilities

- To train the students in accordance with requirements of the qualification

- Issue the Statement of Attainment and Certificate of Achievement within 28 days of completion of training and payment of invoice

## Enterprise funding contract obligations:

*This section needs to articulate who is paying for what. Eg:*

- Both parties are bound by the business rules as per the 2019 Enterprise Training Program Business Rules and Request
- Company OOOO is responsible for .....% of costs
- Company XXXX is responsible for .....% of costs

## Insurance/indemnity

*Each party is responsible for maintaining their own and any joint insurances as required by the terms of the Enterprise Training Program funding.*

## Audits – Internal and external

*Parties in the MoU agree to State and Commonwealth audit requirements. Outline here which party is responsible for which audit/s.*

## Marketing and publicity

*Marketing and publicity must be in accordance with any specific requirements defined for the Enterprise Training program. All Marketing must be agreed and outlined in the MoU.*

## Breach of agreement

*Parties to determine and agree to what is considered a 'breach', for example:*

- It is agreed this MoU is breached if either party fails to uphold their responsibilities as outlined in this document.
- It is agreed this MoU is breached if GSAC is not satisfied with the quality of training provided by PVC, and/or the conduct of PVC trainers and other staff whilst on PVC premises.

## Dispute resolution

*All parties of this MoU should agree to use a dispute resolution procedure. Outline it here.*

## Termination of agreement and settlement process

Parties to this MoU have a clear and just termination and settlement process, which should be outlined.

## Financial arrangements

*Financial arrangements ie payments to be made, must be set out in this MoU.*

## Declaration/sign off by parties

*Include a formal sign-off component in the MoU, with signature and full name and position of each party. Eg:*

All parties have read, understand and agree to sign this MoU without prejudice.



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Date: 2 July 2019

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