



CHRISTIAN HERITAGE COLLEGE

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8 July 2020

Mr Graham Moloney
General Secretary
QTU
21 Graham Street
MILTON QLD 4064

DATE: 13 JUL 2020	
ACTION	INFORMATION
Kim	

Dear Mr Moloney

RE: Internship Agreement for Initial Teacher Education Courses

I am on writing to you on behalf of Christian Heritage College to seek the agreement of your organisation to the enclosed Internship Agreement (enclosed in duplicate) for the Bachelor of Education courses offered by the College through its School of Education. Christian Heritage College is duly registered, and its courses fully accredited by the Tertiary Education Quality and Standards Agency (TEQSA). The College is listed on the National Register of Higher Education Providers.

The Agreement has been developed in consultation with the Queensland Teachers Union of Employees and the Independent Education Union of Australia from a form of agreement generally acceptable to those bodies. I trust that you will find the Agreement to be acceptable. It is intended that counterparts will be signed (see cl. 27.11). I will provide copies of all signatures when all counterparts have been signed.

Therefore, I respectfully submit the enclosed Internship Agreement to your organisation for consideration and acceptance. If the document is acceptable in its current form, please arrange for execution of one copy on the relevant page at the end of the document and return it to Christian Heritage College in the enclosed self-addressed envelope. You may keep the other copy for your records.

If you have any questions or wish to propose amendments to the document, please contact me at pwilkinson@chc.edu.au. Thank you for attention to this matter.

Yours faithfully

Mr Peter Wilkinson
Professional Experience Program Coordinator

Enc. (3)



INTERNSHIP AGREEMENT

*PE450 Internship Unit in the Bachelor of Education
(Primary) and Bachelor of Education (Secondary)*

THIS AGREEMENT is made on the 21st day of July 2020

BETWEEN: **CHRISTIAN HERITAGE COLLEGE** (ABN) 94107091001, a public company limited by guarantee ("**CHC**"), acting through its School of Education;

AND: **THE STATE OF QUEENSLAND** acting through the **Department of Education** (ABN 76 337 613 647), ("**Department**");

AND: each of the following "**CATHOLIC EDUCATION BODIES**":

- *THE CORPORATION OF THE TRUSTEES OF THE ROMAN CATHOLIC ARCHDIOCESE OF BRISBANE ("**Brisbane Catholic Education**")*
- *THE ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF CAIRNS;*
- *THE ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF ROCKHAMPTON;*
- *THE CORPORATION OF THE ROMAN CATHOLIC DIOCESE OF TOOWOOMBA;*

AND: **QUEENSLAND COLLEGE OF TEACHERS**, a body corporate established pursuant to the *Education (Queensland College of Teachers) Act 2005* ("**QCT**");

AND: each of the following "**UNIONS**":

- *QUEENSLAND TEACHERS UNION OF EMPLOYEES ("**QTU**")*; and
- *INDEPENDENT EDUCATION UNION OF AUSTRALIA - Queensland and Northern Territory Branch ("**IEUA-QNT**").*

BACKGROUND:

- A. Eligible Students enrolled in their final year of certain teaching programs at CHC are required to undertake the Internship Course, which is designed to provide preservice teachers with the opportunity to accept greater responsibilities than those available in usual professional experiences.
- B. QCT is responsible for providing the authorisations required before Eligible Students can undertake the Internship Unit.
- C. The Department and the Catholic Education Bodies have agreed to host Interns at their Schools on the terms of this Agreement.
- D. The Unions have agreed to support the Internship Unit.
- E. The QCT and the Unions agree in principle to the extension of this agreement to other schools outside of the Department and the Catholic Education Bodies in which CHC may seek to place interns from time to time.
- F. This Agreement sets out the terms on which the parties have agreed to collaborate to ensure the successful delivery of the Internship Unit.

OPERATIVE PROVISIONS:

1. Definitions

In this Agreement:

“**Agreement**” means this document and all Schedules to it.

“**Confidential Information**” means all information that is, by its nature, confidential to any of the parties and includes trade secrets and know-how, financial information, student and staff information, and other information of whatever description and in whatever form (including, but not limited to, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, samples, devices, models and other materials of whatever description) except that which a party can reasonably demonstrate:

- (a) is already in the public domain, or subsequently becomes part of the public domain, other than as a result of its unauthorised disclosure by a party; or
- (b) is, or becomes, available to a party from a third party lawfully in possession of that information, and who has the lawful power to disclose such information to the recipient party.

“**Eligible Student**” means a CHC student enrolled in the final year of Bachelor of Education (Primary), or Bachelor of Education (Secondary), and who has successfully completed at least 80 days of supervised professional experience and necessary academic studies and has demonstrated effective teaching competence.

“**Intern**” means an Eligible Student who has been granted an “internship authorisation” by the QCT.

“**Internship**” means the six week period of placement in a School embedded in the Internship Unit.

“**Internship Unit**” means each of the units described in clause 4.1.

“**Mentor**” means an experienced teacher undertaking the roles described in clause 12.

“**Personal Information**” means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

“**Principal**” means the principal of a School.

“**School**” means a school which is hosting an Intern.

“**School Coordinator**” means the Principal or such other person appointed by the Principal as being responsible for coordinating the conduct of the Internship Unit at a School.

“**PEP Coordinator**” means the Professional Experience Program Coordinator and each of the CHC employees delegated responsibility for administering this Agreement.

“**Term**” has the meaning given in clause 3.

2. **Interpretation**

2.1 In the interpretation of this Agreement, unless the context provides otherwise:

- (a) words in the singular include the plural (and vice versa) and words using a specific gender include all other genders;
- (b) the expression "person" includes an individual, a body corporate, a joint venture, a trust, an agency or other body;
- (c) a reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
- (d) a reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately);
- (e) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it;
- (f) all references to clauses are to clauses in this Agreement;
- (g) a reference to any document or agreement includes a reference to the document or agreement as validly amended, annotated, supplemented, varied or replaced from time to time;
- (h) a reference to writing includes a facsimile transmission and any means (other than electronic mail) of reproducing words, figures, drawings or symbols in a visible and tangible form;
- (i) references to any legislation include any modification, re-enactment or replacement of the legislation or any legislative provision substituted for any legislation and statutory instruments issued under such legislation;
- (j) all monetary amounts referred to in this Agreement are in Australian dollars;
- (k) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- (l) headings are included for convenience only and do not affect interpretation; and
- (m) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

3. **Term**

3.1 This Agreement will commence on the dates set out in clause 3.2 and, unless terminated in accordance with clause 23, will continue until 31 December 2022 ("**Term**").

3.2 The parties agree that they are bound by the terms of this Agreement from the following dates:

- (a) CHC, the Department, QCT and the Unions are each bound from **21 July 2020**; and
- (b) each Catholic Education Body is bound from the date on which it signs this Agreement.

3.3 The parties will meet to discuss their satisfaction with the arrangements provided for by this Agreement within a reasonable period after completion of the Term. Any extension of the arrangement for subsequent periods must be the subject of a separate written agreement.

4. Objectives of the Internship Unit

4.1 During the Term, CHC will offer the following QCT-approved Internship Unit to Eligible Students:

- (a) "PE450 Internship" - to be completed by Eligible Students enrolled in the Bachelor of Education (Primary); and
- (b) "PE450 Internship" - to be completed by Eligible Students enrolled in the Bachelor of Education (Secondary).

4.2 The parties agree to support the Internship Unit with a view to meeting the following objectives:

- (a) aiding the transition of Interns into the teaching profession;
- (b) providing opportunities for Interns to experience all facets of teachers' work;
- (c) increasing the opportunities for Interns to be involved in autonomous decision-making;
- (d) enhancing the ability of Interns to theorise and justify professional practice;
- (e) assisting Interns to develop requisite skills and knowledge for teaching;
- (f) enhancing the professional growth of Principals, School Coordinators, Mentors and Interns; and
- (g) fostering collaboration between the parties.

5. School Participation

5.1 The Department and the Catholic Education Bodies agree to host Interns at their Schools on the terms of this Agreement.

5.2 The Department and each of the Catholic Education Bodies:

- (a) hereby authorize Principals at their Schools to discharge their obligations under this Agreement; and

- (b) will use their best endeavours to ensure that the Principals and other relevant School staff (including School Coordinators and Mentors) discharge the responsibilities allocated to them under this Agreement.

5.3 CHC will make a web-based copy of this Agreement available to School Coordinators, Mentors and Interns.

6. **Placement of Interns**

6.1 From time to time, the PEP Coordinator will contact School Coordinators to negotiate a School's participation in the Internship Unit and the allocation of Eligible Students to that School.

6.2 Where possible, the parties will endeavour to place Eligible Students at the School where they completed their previous professional experience.

6.3 The parties acknowledge that Schools are not obliged to accept Interns under this Agreement.

7. **QCT Authorisation**

7.1 CHC must seek an "internship authorisation" from QCT for each Eligible Student prior to commencement of their Internship placement in a School.

7.2 QCT may issue an "internship authorisation" subject to such conditions as it reasonably sees fit.

8. **Preparation of Interns**

8.1 CHC must use its best endeavours to ensure that Interns obey any lawful directions, rules or procedures of the School at which they are accepted to undertake the Internship.

8.2 CHC must advise Interns that they are expected to:

- (a) prepare a plan for the Internship Unit in collaboration with their Mentor, which includes the assumption of up to 50% of their Mentor's regular professional teaching duties;
- (b) develop a sound understanding of duty-of-care provisions and legal risk management of curricular and co-curricular activities, and relevant School policies and processes at the School;
- (c) prepare for and attend relevant professional development programs in collaboration with their Mentor;
- (d) plan and use selected teaching and/or curriculum approaches relevant to their own professional growth and the learning of students in the School; and
- (e) engage in developmental professional discussions, appraisal and self-assessment requirements as prescribed by CHC in partnership with the School Coordinator and their Mentor.

8.3 CHC must ensure that each Eligible Student is aware that they must hold a valid Blue Card issued under the *Working with Children (Risk Management and Screening) Act 2000* at the commencement of their Internship, and at all times during their Internship.

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- 8.4 If CHC becomes aware that the Blue Card issued to an Intern has been cancelled or revoked, it must notify the relevant Principal as soon as reasonably possible.
- 8.5 Without limiting the School's responsibility under clause 11.1(e), CHC must require Interns to complete an appropriate CHC workplace health and safety induction prior to commencement of their Internship.

9. Information sessions and on-going support

- 9.1 Prior to commencement of an Internship Unit, CHC will provide information to Mentors and Interns with a view to preparing them for participation in the Internship Unit, either by
- (a) holding information sessions (after School hours) in geographical clusters allowing for convenient attendance by Mentors from nearby Schools; or
 - (b) providing information and materials via on-line or other electronic delivery methods.
- 9.2 During the Internship, CHC must:
- (a) host separate meetings for Mentors and Interns (during School hours) to discuss progress and share ideas for improving the Internship Unit (either face-to-face meetings or via electronic means); and
 - (b) regularly communicate with, and provide support to, Interns, Mentors and School Coordinators to resolve any issues which arise.

10. School Responsibilities

- 10.1 The Principal at each School must:
- (a) appoint a School Coordinator (or undertake that role themselves);
 - (b) appoint Mentors to undertake the roles described in clause 12;
 - (c) use their best endeavours to ensure that relevant School staff (including the School Coordinator and Mentors) discharge the responsibilities allocated to them under this Agreement; and
 - (d) release Mentors to allow them to participate in professional development and Internship Unit cluster meetings.

11. School Coordinator

- 11.1 Prior to commencement of an Internship Unit, the School Coordinator will:
- (a) participate in a preparatory meeting organised by CHC;
 - (b) assign a Mentor (or team of Mentors) to each Intern allocated to their School;
 - (c) verify that each Intern holds a QCT "internship authorisation";
 - (d) sight the Intern's Blue Card;
 - (e) arrange for the Intern to participate in an on-site School workplace health and

safety induction and student protection induction;

- (f) support the Intern's professional development through a planned orientation program; and
- (g) encourage the School community to accord the Intern the status and authority commensurate with the position.

12. **Role of Mentors**

12.1 Mentors must be experienced registered teachers who are capable of working with an Intern while continuing to exercise accountability for their class's curriculum and assessment programs.

12.2 During the course of the Internship, the relationship between Mentor and Intern is expected to transition from:

- (a) a supervisory relationship - where the Mentor supervises the Intern as a preservice teacher; to
- (b) a mentoring relationship - with the Intern assuming increased professional responsibility and participating in the classroom under a co-teaching model.

12.3 Mentors are expected to use their time released from regular duties on mentoring, orientation and professional activities, including but not limited to:

- (a) participating in preparatory meetings with CHC to clarify the aims of the Internship Unit and the roles of the Interns, Mentors, School Coordinators and PEP Coordinators;
- (b) providing opportunities for the Intern to plan, prepare, implement, assess and evaluate teaching programs;
- (c) exercising accountability for the oversight and management of curriculum, co-curriculum and assessment programs for their classes;
- (d) inducting the Intern on relevant School policies including workplace, health and safety and behaviour management;
- (e) conducting regular collaborative planning and review sessions in lieu of attendance at lessons, to guide and support the Intern;
- (f) assisting in developing the Intern's understanding of duty-of-care provisions and legal risk management of curricular and co-curricular activities, and relevant School policies;
- (g) participating in a debriefing session at the conclusion of the Internship Unit ;
- (h) assisting the Intern with self-assessment, development of action plans; and
- (i) signing the final completion statement for each Intern under their supervision.

12.4 Notwithstanding clause 12.3, a Mentor may also use their released time to undertake professional work, at their discretion, such as professional learning or school related projects.

12.5 The parties agree that:

- (a) Interns are not used as supply or substitute teachers. However, Interns may teach their Mentors' classes to release the Mentors for Internship Unit meetings; and
- (b) Mentors are not to be used for substitute teaching in non-contact time while their Interns are responsible for teaching their classes.

13. Absence of Mentors

13.1 If a Mentor is going to be absent from the School for a period greater than 5 working days due to illness or other unforeseen circumstances, the School Coordinator must appoint an alternative Mentor.

13.2 If no alternative Mentor is available, then the School Coordinator must contact the PEP Coordinator, to arrange for the Intern to continue the Internship Unit at another School.

14. Payment of allowance to School Coordinators and Mentors

14.1 The parties acknowledge that the Internship Unit is distinct from other professional experiences undertaken by preservice teachers, and agree that it is not covered by policies and guidelines issued for those other professional experiences.

14.2 However, the parties view the Internship as consisting of the following two phases, with the Intern assuming increased professional responsibilities as the Internship progresses:

- (a) Phase 1 up to the submission of a satisfactory interim report by the mentor to CHC, during which the Mentor and School Coordinator observe and report on the performance of the Interns in a manner not dissimilar to the professional experience and are accordingly entitled to payment of the allowance set out in the relevant agreements; and
- (b) Phase 2 commencing after the submission of the satisfactory interim report by the mentor to CHC, during which the role of Mentor is different from that described above in (a). In Phase 2:
 - (i) School Coordinators continue to perform the tasks described in (a) above, and are accordingly entitled to payment of the allowance set out in the relevant agreements; and
 - (ii) Mentors are not entitled to any allowance for participation in this phase of the Internship Unit.

14.3 Mentors and School Coordinators should submit payment claim forms to CHC for the relevant allowance at the rate set out in the State School Agreement, at the conclusion of each Internship Unit.

14.4 Following verification of the Payment claim forms, CHC will arrange for payment of the allowance at the rate set out below:

Year	Mentor - Intern supervision daily rate (Phase 1)	Coordinator daily rate/student
2020	\$30	\$1.65
2021	\$34	\$1.70
2022	Subject to negotiation	Subject to negotiation

15. No employment relationship

- 15.1 Nothing in this Agreement is intended to constitute any Intern as employee or agent of the School at which they are undertaking the Internship Unit.
- 15.2 CHC must use its best endeavours to ensure that Interns do not represent themselves as employees or agents of any School.

16. Misconduct by Interns

- 16.1 If a Principal is of the reasonable opinion that the conduct of an Intern warrants disciplinary action, he/she must immediately provide full details to the PEP Coordinator.
- 16.2 CHC is solely responsible for disciplinary action taken against an Intern. However, if the Principal believes that the conduct is of such seriousness as to warrant the suspension of the Intern's participation in the Internship Unit, he/she may make such recommendation to CHC.
- 16.3 The reporting of an Intern's conduct to CHC under this clause does not act as a waiver of any right that the Department or Catholic Education Body may have under this Agreement.
- 16.4 Nothing in this clause limits the right of the Department and Catholic Education Bodies to follow their own reporting policies and processes in relation to misconduct, such as reporting misconduct to QCT and/or, the Queensland Police if required.
- 16.5 After consultation with CHC, the Principal may allow any suspended Intern to again participate in the Internship Unit at the relevant School on renegotiated conditions, provided that such terms are consistent with the terms of this Agreement.
- 16.6 If a Principal is not willing to allow resumption of a suspended Internship, CHC will use its best endeavours to place the Intern at a different School.
- 16.7 CHC acknowledges and agrees that any Intern who is suspended from the Internship Unit retains all of their rights to resolve disputes using CHC's policies and procedures as if the incident had occurred at CHC.

17. Role of the Unions

- 17.1 The QTU and IEUA-QNT each commit to:
- (a) offering to Interns free associate membership of their respective Unions for the period during which the Interns are undertaking the Internship Unit; and
 - (b) supporting the Internship Unit with their respective members.

18. Compliance with all Laws

- 18.1 Each party must comply with all laws applicable to the subject matter of this Agreement.

19. Confidentiality

- 19.1 Each party may use Confidential Information of another party only for the purposes of this Agreement and must keep confidential all Confidential Information of the party disclosing it, except for disclosures permitted under this Agreement and disclosures required by law.

19.2 A party receiving Confidential Information may disclose it to such of its officers, employees or contractors who have a need to know for the purpose of this Agreement.

19.3 CHC must advise Interns that they are expected to keep confidential information about School students obtained by them during their Internship, except for disclosures permitted under the School's policies and disclosures required by law.

20. Dealing with Personal Information

20.1 Where CHC has access to Personal Information in order to fulfil its obligations under this Agreement, it must:

- (a) ensure that Personal Information is protected against loss and against unauthorised access, use modification or disclosure and against other misuse;
- (b) not use Personal Information other than for the purposes of this Agreement, unless required or authorised by law;
- (c) not disclose Personal Information without the written agreement of the relevant Principal or any other persons authorised in writing by the School unless required or authorised by law;
- (d) immediately notify the School if it becomes aware that a disclosure of Personal Information is, or may be required or authorised by law;
- (e) ensure that only authorised personnel have access to the Personal Information and that it is stored in a safe and secure manner;
- (f) make its employees, agents and subcontractors aware of the obligations of CHC under this clause;
- (g) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* ("**IP Act**") when dealing with Personal Information;
- (h) return Personal Information and any copies of that information to the Schools, when it is no longer required for the purposes of the Agreement;
- (i) if required, fully co-operate with the Department to enable it to respond to applications under the *Right to Information Act 2009* and the IP Act for access to, or amendments of documents containing an individual's Personal Information, and to privacy complaints; and
- (j) comply with such other privacy and security measures as the Department or Catholic Education Bodies reasonably advise CHC in writing from time to time.

20.2 If CHC becomes aware of a breach of this clause, it must notify the Department or relevant Catholic Education Body immediately.

21. Indemnity

21.1 In this clause, a "**claim**" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.

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- 21.2 CHC indemnifies the Department and each Catholic Education Body and their officers and employees (together the "**Indemnified Parties**") from and against any claim which may be brought against, made upon or incurred by any of them as a result of any:
- (a) negligent or unlawful act or omission of, or wilful misconduct by, CHC, its officers or employees in the performance of this Agreement;
 - (b) negligent or unlawful act or omission of, or wilful misconduct by, an Intern while undertaking the Internship Unit; or
 - (c) breach of this Agreement by CHC.
- 21.3 The liability of CHC under this clause shall be reduced proportionately to the extent which the Indemnified Party caused or contributed to the claim in respect of which it seeks indemnity.
- 21.4 Unless otherwise agreed in writing between the parties, the liability of a party arising under or in connection with this Agreement shall exclude any liability for loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss.
- 21.5 Each party must use all reasonable endeavours to mitigate its loss, damage and any expenses arising under or in connection with a breach of this Agreement, or in tort, or for any other common law or legislative cause of action arising under or in connection with this Agreement.
- 21.6 The indemnity in this clause 21 survives the expiration or termination of this Agreement.

22. Insurance

- 22.1 CHC must, for the term of this Agreement, take out and maintain the following insurance policies covering Interns while undertaking their Internship:
- (a) public liability insurance to an amount of \$20 million dollars;
 - (b) professional indemnity insurance to an amount of at least \$20 million dollars; and
 - (c) personal accident insurance.
- 22.2 CHC must produce evidence of the currency of the insurance policies to the Principal of a School within a reasonable time after receiving a written request to do so.

23. Termination

- 23.1 This Agreement may be terminated at any time by mutual, written consent of all of the parties.
- 23.2 The Department and any of the Catholic Education bodies may retire from this Agreement by giving at least 6 months' written notice to the other parties, provided they will not be hosting any Interns on their retirement date. Retirement of a party under this clause does not affect the rights and obligations of the other parties.
- 23.3 If a party breaches this Agreement and the breach is not remedied within twenty-one (21) days of a notice to the party committing the breach requiring that it be remedied, then:

- (a) if CHC is not the party in default, CHC may immediately terminate the affected party's involvement in this Agreement without affecting the rights and obligations of the other parties; or
- (b) if CHC is the party in default, any of the other parties not in default may terminate this Agreement immediately by notice in writing to all of the others.

23.4 Termination of this Agreement, or retirement of a party from this Agreement, will be without prejudice to the rights of a party to seek damages for any breach from a party in breach.

24. Dispute Resolution

24.1 Subject to clause 24.3, the parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause has been utilised.

24.2 The parties agree that any dispute arising during the course of this Agreement is to be dealt with as follows:

- (a) the party claiming that there is a dispute will send the others a written notice setting out the nature of the dispute;
- (b) the parties will try to resolve the dispute through direct negotiation by persons to whom they have given authority to resolve the dispute;
- (c) the parties have 14 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
- (d) if:
 - (i) there is no resolution of the dispute; or
 - (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 21 days of the submission, or such extended time as the parties may agree in writing before the expiration of the 21 days,

then, any of the parties may commence legal proceedings.

24.3 This clause 24 does not apply where a party commences legal proceedings for urgent interlocutory relief.

24.4 Despite the existence of a dispute, the parties must (unless requested in writing by the other parties not to do so) continue to perform their respective obligations in accordance with this Agreement.

24.5 The operation of this clause 24 survives the expiration or earlier termination of this Agreement.

25. Survival of Terms

25.1 Termination of this Agreement will not affect the operation of clauses 19 (Confidentiality), 20 (Dealing with Personal Information), 21 (Indemnity), 23 (Termination) and 24 (Dispute Resolution).

26. GST

26.1 For the purposes of this clause " GST" has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

26.2 The Parties acknowledge that any dollar amounts described in this Agreement are stated exclusive of GST.

26.3 If this Agreement or any supply under or in respect of this Agreement becomes subject to GST, and if the recipient of the consideration is liable to GST in relation to any supply under this Agreement, the Parties agree that the amount payable for any supply under or in respect of this Agreement by any party shall be adjusted by the amount of the GST.

26.4 Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other parties to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.

27. General

27.1 This Agreement will be governed by and construed in accordance with the law of the State of Queensland, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Queensland (and any courts which have jurisdiction to hear appeals from those courts) and waives any right to object to any proceedings being brought in those courts.

27.2 No variation or amendment to this Agreement will be valid unless it is in writing and signed by all parties.

27.3 In the event of the invalidity of any part or provision of this Agreement, that part or provision will be severed from the valid parts and provisions and the invalidity will not affect the enforceability of any other part or provision of this Agreement.

27.4 No rights under this Agreement will be deemed to be waived except where the waiver is in writing and is signed by the waiving party. A waiver by a party will not prejudice that party's rights in respect of any subsequent breach of this Agreement by any other party. Any failure by a party to enforce any clause of this Agreement or any forbearance, delay or indulgence granted by a party to any other will not be construed as a waiver of rights under this Agreement.

27.5 No party will assign, mortgage, charge or otherwise encumber their rights under this Agreement without first obtaining the written consent of the other parties.

27.6 A notice by any party under this Agreement must be in writing and delivered by hand or prepaid post to the addresses set out in the Schedule or by facsimile to the fax numbers contained in the Schedule, or such other addresses or numbers subsequently notified. A notice will be deemed to have been given and received if hand delivered on that day, if posted on the next business day in which the mail would ordinarily be delivered or if sent by facsimile, immediately upon confirmation of a successful transmission.

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- 27.7 Nothing in this Agreement will be construed so as to constitute the parties as partners or to create any agency or partnership between the parties under any applicable law now or at any future time in force in the Commonwealth of Australia or the State of Queensland.
- 27.8 No party to this Agreement is empowered to incur obligations on behalf of any other party without the express consent of that other party.
- 27.9 Each party will pay its own costs of preparing and executing this Agreement.
- 27.10 The provisions of this Agreement constitute the whole of the Agreement between the parties.
- 27.11 This Agreement may be signed in any number of counterparts (whether in original or facsimile form) and all those counterparts together make one instrument.
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SCHEDULE - CONTACT DETAILS/ ADDRESS FOR NOTICES (clause 27.6)

CHC:	
Contact name:	Peter Wilkinson
Position held:	Professional Experience Program Coordinator
Contact Address:	322 Wecker Road, CARINDALE, QLD 4152
Tel:	07 3347 7934

The Department of Education	
Contact name:	Maryanne Gosling
Position held:	Director, Transformation
Contact Address:	Floor 16, 30 Mary Street, BRISBANE, QLD 4000
Tel:	07 302 88200

Brisbane Catholic Education (The Corporation of the Trustees of The Roman Catholic Archdiocese of Brisbane):	
Contact name:	Peter Hill
Position held:	Director, Employee Services
Contact Address:	GPO Box 1201, BRISBANE, QLD 4001
Tel:	07 3033 7564
Fax:	07 3844 5101

Cairns Catholic Education Office (The Roman Catholic Trust Corporation for The Diocese of Cairns):	
Contact name:	Vicki Bell
Position held:	Director - Leadership and Professional Learning
Contact Address:	130 Lake St, CAIRNS, QLD 4870
Tel:	07 4050 9761
Fax:	07 4050 9750

Rockhampton Catholic Education Office (The Roman Catholic Trust Corporation for The Diocese of Rockhampton):	
Contact name:	John Kennedy
Position held:	Compliance Officer
Contact Address:	143 West Street, ROCKHAMPTON, QLD 4700
Tel:	07 4931 3661
Fax:	07 4931 3700

Toowoomba Catholic Schools Office (The Corporation of the Roman Catholic Diocese of Toowoomba):	
Contact name:	Dr Patrick Coughlan
Position held:	Executive Director
Contact Address:	29-33 Lawrence Street, TOOWOOMBA QLD 4350
Tel:	07 4637 1410
Fax:	07 46371499

QCT:	
Contact name:	Deanne Fishburne
Position held:	Director
Contact Address:	PO Box 389, TOOWONG, QLD 4066
Tel:	(07) 3377 4726
Fax:	(07) 3876 7248

QTU:	
Contact name:	Graham Moloney
Position held:	General Secretary
Contact Address:	21 Graham Street, MILTON, QLD 4064
Tel:	07 3512 9000
Fax:	07 3512 9050

IEUA-QNT:	
Contact name:	Terry Burke
Position held:	Branch Secretary
Contact Address:	PO Box 418, FORTITUDE VALLEY QLD 4006
Tel:	07 3839 7020
Fax:	07 3839 7021

SIGNED AS AN AGREEMENT:

Signed for and on behalf of **CHRISTIAN HERITAGE COLLEGE** by an authorised officer:

Signature of Authorised Officer ←
who warrants by signing they have authority to sign this Agreement

Name of Authorised Officer (print)

Position of Authorised Officer (print) Date

Signed for and on behalf of **THE STATE OF QUEENSLAND** acting through the Department of Education by an authorised officer:

Signature of Authorised Officer ←
who warrants by signing they have authority to sign this Agreement

Name of Authorised Officer (print)

Position of Authorised Officer (print) Date

Signed for and on behalf of **THE CORPORATION OF THE TRUSTEES OF THE ROMAN CATHOLIC ARCHDIOCESE OF BRISBANE** (Brisbane Catholic Education) by an authorised officer:

Signature of Authorised Officer ←
who warrants by signing they have authority to sign this Agreement

Name of Authorised Officer (print)

Position of Authorised Officer (print) Date

Signed for and on behalf of **THE ROMAN CATHOLIC TRUST CORPORATION FOR THE DIOCESE OF CAIRNS** by an authorised officer:

Signature of Authorised Officer ←
who warrants by signing they have authority to sign this Agreement

Name of Authorised Officer (print)

Position of Authorised Officer (print) Date

SIGNED AS AN AGREEMENT:

Signed for and on behalf of
**THE ROMAN CATHOLIC TRUST
CORPORATION FOR THE DIOCESE OF
ROCKHAMPTON** by an authorised officer

Signature of Authorised Officer ←
*who warrants by signing they have authority to
sign this Agreement*

Name of Authorised Officer (print)

Position of Authorised Officer (print) Date

Signed for and on behalf of
**TOOWOOMBA CATHOLIC SCHOOLS
OFFICE** by an authorised officer:

Signature of Authorised Officer ←
*who warrants by signing they have authority to
sign this Agreement*

Name of Authorised Officer (print)

Position of Authorised Officer (print) Date

Signed for and on behalf of
QUEENSLAND COLLEGE OF TEACHERS
by an authorised officer:

Signature of Authorised Officer ←
*who warrants by signing they have authority to
sign this Agreement*

Name of Authorised Officer (print)

Position of Authorised Officer (print) Date

Signed for and on behalf of
**QUEENSLAND TEACHERS UNION OF
EMPLOYEES** by an authorised officer:

Signature of Authorised Officer ←
*who warrants by signing they have authority to
sign this Agreement*

Name of Authorised Officer (print)

Position of Authorised Officer (print) Date

SIGNED AS AN AGREEMENT:

Signed for and on behalf of
INDEPENDENT EDUCATION UNION OF AUSTRALIA – Queensland and Northern Territory Branch by an authorised officer:

Signature of Authorised Officer ←

who warrants by signing they have authority to sign this Agreement

Name of Authorised Officer (print)

Position of Authorised Officer (print)

Date