EXPRESSION OF INTEREST

To offer an offshore Western Australian Curriculum program

Purpose

The information below summarises the requirements to be undertaken when submitting an expression of interest to the School Curriculum and Standards Authority (the Authority) to offer the Western Australian Certificate of Education (WACE) or the Western Australian Curriculum and Assessment Outline (the Outline).

Detailed procedure

1. Complete and submit the Expression of Interest form and Business Plan.
   Provide a comprehensive Business Plan (the Business Plan could include, for example, a cover page, executive summary, education needs analysis, marketing plan, operation plan, financial plan, management team, appendix). The Business Plan must include provision of three financial referees, or an agreement from the organisation for a credit check to be undertaken.

2. Attach to the Expression of Interest evidence of approval levels from appropriate government education authority/authorities to offer the program in-country. This evidence will be verified by the Authority.

3. Negotiate a date for the Authority to conduct an in-country quality assurance audit. All costs associated with the audit are to be paid by the school before the audit occurs. These costs are not refunded, regardless of the outcome of the audit. A site visit will not be completed until the Expression of Interest including evidence of all relevant levels of approval from government education authority/authorities, and the Business Plan have been received by the Authority.

4. Completed documents, including the in-country audit outcome will be presented to the Authority’s Board for their consideration. Note: the Board may require further supporting documentation to be presented for consideration at another Board meeting.

5. Once the application has been approved in-principle by the Board, an Agreement between the Authority and the school is prepared and signed by all parties and the Authority’s Seal of Approval is applied. Students may not be enrolled in or commence the program until the Agreement is finalised.
Expression of Interest

1. Indicate details of the school\(^1\) where the program will be conducted.

Name of school and main contact person, including their contact details:

________________________________

________________________________

Address: _________________________

________________________________

City: ____________________________

Country: _________________________

Telephone: ______________________ Facsimile: __________________

Email: __________________________

2. Indicate the details of the ownership of the school where the program will be conducted.

Name of owner: ________________________

________________________________

Address: __________________________

________________________________

City: _____________________________

Country: __________________________

Telephone: ______________________ Facsimile: __________________

Email: __________________________

---

\(^1\) It is acknowledged that some educational institutions refer to themselves as ‘colleges’ instead of ‘schools’. For the purpose of this document, the term ‘school’ will be used to refer to both types of educational institution, although colleges should record their names as colleges.
3. Indicate the details of the organisation that plans to conduct the Year 11 and 12 WACE program or Pre-primary to Year 10 Outline in the school (if different from that of the owner). Details must include provision of three financial referees.

Name of organisation: ____________________________________________

Address: ________________________________________________________

City: ___________________________________________________________

Country: _________________________________________________________

Telephone: _______________________  Facsimile:_______________________

Email: __________________________________________________________

Contact details for three financial referees.

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

Brief history of the school (attach copy of school prospectus).

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

Experience in teaching at pre-university level (relevant for WACE program only).

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________
4. What are the school’s present primary/secondary school programs, including international foundation programs and other international pre-university programs offered at the school? Indicate the number of years the relevant program has been offered at the school and the cohort size.

__________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________

5. Indicate the WACE program (one, two or three-year) or the Western Australian Pre-primary to Year 10 program that the school wishes to implement, including the language of instruction.

__________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________
6. **What are the courses that the school intends to commence in the first year of the WACE program?**

<table>
<thead>
<tr>
<th>Course</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

7. **Provide a brief description of school resources which will support the delivery of the program including staff, library (with specific reference to books and materials in English), computers, science laboratories and classrooms.**

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________
8. Indicate the anticipated number of students in each year for the first four years of the program.

**Pre-primary to Year 12:**

First year: ______  Second year: ______  Third year: ______  Fourth year: ______

**Year 11:**

First year: ______  Second year: ______  Third year: ______  Fourth year: ______

**Year 12:**

First year: ______  Second year: ______  Third year: ______  Fourth year: ______

Indicate the current school enrolments (actual full-time equivalent), if any, at each year level or course for Years 8–12.

________________________________
________________________________
________________________________
________________________________
________________________________

9. Indicate the educational background of the students who will enrol in the first year of the program including their level of English (this may be their last year of a local program and an IELTS result), the likely geographic/regional/catchment area and other equivalent pre-university programs that would be in competition with the Year 11/12 WACE program and/or the *Western Australian Curriculum and Assessment Outline.*

________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________
________________________________

10. Indicate the countries from which the school might employ teachers needed to implement the program (e.g. locally, Australia, Singapore, etc.), including experience in general terms required of existing teaching staff. Outline the experience and qualifications that would be expected of proposed teachers.

11. Give a brief description of the buildings, including the number of classrooms that would be used or will be built in order to offer the program, including the proposed maximum class size for the WACE/Outline program. Attach photographs if possible.
12. List the names of government education authorities and contact details for each of the levels of approvals received. List the levels of approvals received and attach them to the Expression of Interest; include whether the school has made the necessary steps to seek all government approvals, the process made and any steps outstanding.
Signature of person authorised to make this application and appraisal.  

Signature: ______________________  Date: ______________________  

Position of person authorised to make this application and appraisal.  

Note:  
1. The signatory above must read the information contained in appendices A, B and C.  
2. Upon receipt of the completed Expression of Interest and Business Plan, including evidence of all approvals from relevant government education authority/authorities, the Authority will negotiate a date to conduct a quality assurance audit. All costs associated with the audit are to be paid by the school before the audit occurs. These costs are not refunded, regardless of the outcome of the audit.  
3. The completed Expression of Interest, including the relevant government approvals, Business Plan and feedback from the quality assurance audit, will be presented to the Authority’s Board for consideration. Further information may be required from the school.  
4. Given the Board’s in-principle approval, a formal Agreement (appendix C) will be prepared and signed, Seal of Approval added and the school can commence the program. Figure 1 outlines a summary of these processes.  

OFFICE USE ONLY:  

Date reviewed by Principal Consultant, International Education: ______________________  

Comments from Principal Consultant, International Education:  

Date reviewed by the School Curriculum and Standards Authority Board: ______________________  

Comments from the School Curriculum and Standards Authority Board:  

Further information may be required from the school.
Figure 1: Procedures for Inclusion of Overseas Schools in the WACE program or the Western Australian Curriculum and Assessment Outline

School submits Expression of Interest (EOI), Business Plan and levels of approval from relevant government education authority

Authority reviews EOI and levels of approval Business Plan

Authority advises about audit requirements

School pays audit fees and negotiates date of audit of provisions

Authority conducts audit of provisions

Authority Board provides in-principle approval

Authority and School prepare and sign formal Agreement and Authority’s Seal of Approval added

Program commences

School provides more information and/or improved provisions

Authority requests more information and/or requires improved provisions

School withdraws

School modifies provisions

Authority clarifies requirements not met

School withdraws

Authority and School prepare and sign formal Agreement and Authority’s Seal of Approval added

Program commences
APPENDIX A: Important information for overseas schools offering the Western Australian Certification of Education

The information below summarises aspects of the Western Australian Certificate of Education (WACE) program that schools must consider before offering the program.

1. AUSMAT is a name used to market the WACE internationally. Schools can elect to use this name or use the name ‘WACE’ in the marketing of the program.

2. Student results in WACE courses are used for four purposes:

   (i) To enable, for each course studied, standards-referenced assessment of a student’s achievements in terms of:
   • grades awarded by schools for achievements on school-based assessments, and
   • standards assessed by the Authority for a combination of achievements in both school-based assessments and the ATAR course examinations

   (iii) To determine eligibility for the WACE, which is awarded to students who meet the requirements

   (iv) To enable, for each course studied, norm-referenced assessment of student achievements in terms of a combination of school-based assessments and the ATAR course examination (i.e. the scaled score for a course)

   (v) To enable, for each allowable collection of courses studied, norm-referenced assessments of the overall achievement (i.e. the TEA and the ATAR) of students seeking tertiary entrance: See the Tertiary Institutions Service Centre (TISC) website www.tisc.edu.au.

3. The WACE program typically operates over a calendar year. Students begin their program in January or February and sit the examinations in November. The starting date for the WACE program can be modified.

4. Schools are responsible for hiring teachers, the delivery of the program and conducting all school-based assessment.

5. Officers from the Authority will, from time to time, conduct quality assurance programs to ensure that schools understand and meet all of the Authority’s requirements.

6. A Year 11–12 program must have a minimum of two years’ instruction. The Western Australian Kindergarten to Year 10 curriculum can also be offered, as with the one year AUSMAT program for final year students.

7. Each course in Year 11 and 12 comprises four semester-length units. Students take two units in each year from each of five to six courses. Each unit requires about 55 hours of instruction time (16 weeks at four hours per week, plus time for examinations).
8. International students completing their final year of study of an ATAR course sit the same Year 12 ATAR course examination at the same time as students completing the same studies in Western Australia. All examinations are conducted in English. The Authority takes full responsibility for the organisation and conduct of examinations, both in Australia and overseas.

9. The Authority uses a school’s ATAR examination marks to statistically moderate the marks submitted by the school. In addition, the Authority conducts a moderation program to ensure that all aspects of the school assessments comply with the Authority’s requirements. Schools will receive a moderation visit from an Authority officer at least once per year.

10. The date of publication of student results is contained in the Year 12 Information Handbook. Usually, results are available via the internet. Overseas students receive a paper copy of results in early January.

11. Students apply to receive an ATAR through TISC. Information about the function of TISC and university entrance requirements (such as English requirements, permissible WACE course combinations and university course pre-requisites) can be obtained at the TISC website, www.tisc.wa.edu.au.

12. Schools are charged an annual fee for each student:

- A per Student fee of A$230 for each Student enrolled in Year 11 who is not an Australian Citizen or who does not have an Australian permanent residence status; plus
- A per Student fee of A$460 (for five or six courses) for each student enrolled in Year 12 who is not an Australian citizen or who does not have Australian permanent residence status.
- A per student fee for A$210 for each student enrolled in Year 11 or 12 who is an Australian Citizen or who has Australian Permanent Residence Status.

A single school fee each year is also charged, dependant on the location and country of the school. The school fee includes the services requested and the moderation and examination processes that need to be conducted.

13. All payments must be met before the Authority will accept the listing of the school on its database at the start of each academic year.

14. To ensure economic viability for the school and the Authority, at least 50 students in each year group need to be enrolled. The minimum number of students required to offer a single course is 15. In special cases (e.g. if more than 6 students are to be candidates in the examinations) a lower number may be possible, by negotiation with the Authority.

15. Before the formal agreement is negotiated, a school must demonstrate that it has the necessary resources to offer the courses that it has nominated. These resources include: staff, library, computers, science laboratories, and classrooms. The Authority is very careful to ensure the resources at any overseas school will meet the high standards required of any school in Western Australia.
16. To ensure that the WACE delivers an education product that meets the needs of all students in a rapidly changing world, the Authority continually reviews its courses. Western Australian schools, colleges, universities, training institutions and representatives of the public are commonly invited to participate in such a review.

17. Schools may need to negotiate with other education providers for offerings such as intensive English language programs to help students meet the language competence pre-requisites of the program, or in-service programs, conducted in situ or in Australia, to provide targeted professional development for teachers.

18. The Authority provides limited support in setting up the program. Its primary responsibility is to conduct the quality assurance processes required to maintain the integrity of student results. If further support is required for setting up the program or for ongoing maintenance, schools must negotiate the provision of these services through other education providers.

19. The Authority works closely with universities in Western Australia. Programs involving joint secondary/tertiary institutions can be devised to meet the needs of overseas clients.
APPENDIX B: Important information for overseas schools offering the *Western Australian Curriculum and Assessment Outline* (Kindergarten to Year 10)

The information below summarises aspects of the *Western Australian Curriculum and Assessment Outline* (the *Outline*) program that schools must consider before offering the program.

1. The program typically operates over a calendar year, beginning in January or February and finishing in December. However, the starting date for the *Outline* can be modified.

2. Schools are responsible for hiring of teachers, the delivery of the program, the implementation of the curriculum and assessment and reporting student achievement to parents/carers.

3. Officers from the Authority will, from time to time, conduct quality assurance programs to ensure that schools understand and meet all Authority requirements.

4. Schools are not charged an annual fee for each student Pre-primary to Year 10 however a single school fee each year is charged, dependant on the location and country of the school. The school fee includes services requested and moderation processes that need to be conducted.

5. All payments must be met before the Authority will accept the listing of the school on its database at the start of each academic year.

6. Before the formal agreement is negotiated, a school must demonstrate that it has the necessary resources to offer the courses that it has nominated. These resources include staff, library, computers, science laboratories and classrooms. The Authority is very careful to ensure the resources at any overseas school will meet the high standards required of any school in Western Australia.

7. Schools may need to negotiate with other education providers for offerings such as intensive English language programs to help students meet the language competence pre-requisites of the program, or in-service programs, conducted in situ or in Australia, to provide targeted professional development for teachers.

8. The Authority provides limited support in setting up the program. Its primary responsibility is to conduct the quality assurance processes required to maintain the integrity of student results. If further support is required for setting up the program or for ongoing maintenance, schools must negotiate the provision of these services through other education providers.
APPENDIX C: Sample School Curriculum and Standards Authority School Agreement

2016

SCHOOL CURRICULUM AND STANDARDS AUTHORITY

and

THE SCHOOL

AGREEMENT

Updated 24 December 2019

OFFERING AN OFFSHORE WESTERN AUSTRALIAN CURRICULUM PROGRAM

Page | 15
Offering an offshore Western Australia Curriculum program
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DEFINITIONS AND INTERPRETATION</td>
<td>1</td>
</tr>
<tr>
<td>1.1 Definitions</td>
<td>1</td>
</tr>
<tr>
<td>1.2 Interpretation</td>
<td>5</td>
</tr>
<tr>
<td>1.3 Transfer of Functions</td>
<td>5</td>
</tr>
<tr>
<td>1.4 GST</td>
<td>5</td>
</tr>
<tr>
<td>2. TERMS OF AGREEMENT</td>
<td>6</td>
</tr>
<tr>
<td>2.1 Term of Agreement</td>
<td>6</td>
</tr>
<tr>
<td>2.2 Services and Materials to be supplied by the Authority</td>
<td>6</td>
</tr>
<tr>
<td>2.3 Undertakings by School</td>
<td>7</td>
</tr>
<tr>
<td>2.4 Qualifications of Teaching Staff</td>
<td>7</td>
</tr>
<tr>
<td>2.5 Conduct of Examinations and other Forms of Assessment</td>
<td>7</td>
</tr>
<tr>
<td>2.6 Fees</td>
<td>8</td>
</tr>
<tr>
<td>2.7 Copyright</td>
<td>8</td>
</tr>
<tr>
<td>2.8 Payments</td>
<td>9</td>
</tr>
<tr>
<td>2.9 Early Termination of Agreement</td>
<td>9</td>
</tr>
<tr>
<td>2.10 Force Majeure</td>
<td>9</td>
</tr>
<tr>
<td>2.11 Warrants</td>
<td>11</td>
</tr>
<tr>
<td>3. NOTICES</td>
<td>11</td>
</tr>
<tr>
<td>4. MISCELLANEOUS</td>
<td>11</td>
</tr>
<tr>
<td>4.1 Consent</td>
<td>11</td>
</tr>
<tr>
<td>4.2 Further Assurance</td>
<td>12</td>
</tr>
<tr>
<td>4.3 Relationships – No Partnership</td>
<td>12</td>
</tr>
<tr>
<td>4.4 Rights and Remedies</td>
<td>12</td>
</tr>
<tr>
<td>4.5 Right of Set Off</td>
<td>12</td>
</tr>
<tr>
<td>4.6 Entire Agreement</td>
<td>12</td>
</tr>
<tr>
<td>4.7 Variations</td>
<td>12</td>
</tr>
<tr>
<td>4.8 Waiver</td>
<td>12</td>
</tr>
<tr>
<td>4.9 Costs</td>
<td>13</td>
</tr>
<tr>
<td>4.10 Severance</td>
<td>13</td>
</tr>
<tr>
<td>4.11 Governing Law</td>
<td>13</td>
</tr>
<tr>
<td>4.12 Schedules</td>
<td>13</td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made the day of 20**.

BETWEEN

The School Curriculum and Standards Authority for a body corporate constituted under section the School Curriculum and Standards Authority Act, 1997 of 27 Walters Road, Osborne Park Western Australia ("Authority").

AND

The Party whose name and other details are set out at Item 1 of the Schedule ("School").

RECITALS

A. The School has a teaching facility at the place described in Item 2 of the Schedule and has asked the Authority for its approval to enable the School to offer:
   (a) the Kindergarten to Year 10 Curriculum; and
   (b) WACE Courses.

B. The Authority has agreed to provide and the School has agreed to accept certain materials and services to enable the School to offer Accredited Courses to its students on the provisions of this Agreement.

OPERATIVE PART

The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention is apparent:

Accredited Course means the Kindergarten to Year 10 curriculum and/or WACE Courses accredited by the Authority.

Approved Course means an accredited course that has been approved by the Authority for teaching in a school, as set out in Item 3 of the Schedule.

Business Day means a day other than a Saturday, Sunday or public holiday in Perth Western Australia.

CEO means the Chief Executive Officer of the Authority.

Course means a course, the examination marks from which can be used in the calculation of the Tertiary Entrance Rank.

Fees means the fees described as such in Item 4 of the Schedule.

Insolvency Event means the occurrence of any of the following events:
(a) (inform creditor) a corporation informs its creditors generally that it is insolvent;

(b) (receiver) a liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of any of the assets of a corporation;

(c) (execution) a distress, attachment or other execution is levied or enforced upon or against any assets of a corporation and in the case of a writ of execution or other order or process requiring payment, it is not withdrawn or dismissed within 10 Business Days;

(d) (voluntary liquidation) a corporation enters into voluntary liquidation;

(e) (application) an application is made for the administration, dissolution or winding up of a corporation which application is not stayed within 10 Business Days of being made;

(f) (winding up) an order is made for the administration, dissolution or winding up of a corporation;

(g) (resolution) a resolution is passed for the administration or winding up of a corporation other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the other Party;

(h) (arrangement or composition) a corporation enters, or resolves to enter into or has a meeting of its creditors called to enter into any scheme of arrangement or composition with its creditors generally, or any class of its creditors, other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the other Party;

(i) (statutory demand) a corporation fails to comply with, or fails to apply to have set aside, a statutory demand within 10 Business Days of the time for compliance, or:

(i) a corporation applies to have a statutory demand set aside within 10 Business Days of the time for compliance;

(ii) the application to set aside the statutory demand is unsuccessful; and

(iii) the corporation fails to comply with the statutory demand within 5 Business Days of the order of the court dismissing the application;

(j) (execution levied against it) a corporation has execution levied against it by creditors, debenture holders or trustees or under a floating charge or circulating security interest; or

(k) (solvency – corporation) a corporation is unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable legislation (other than as a result of a failure to pay a debt or claim which is the subject of a good faith dispute);
(l) (insolvency – persons) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in that event;

(m) (death etc.) a person dies, ceases to be of full legal capacity or otherwise becomes incapable of managing its own affairs for any reason; and

(n) (analogous matters) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Kindergarten to Year 10 means the years of schooling containing the Kindergarten (pre-school) year and the following 11 years which precede the two senior secondary years of Year 11 and Year 12.

Kindergarten to Year 10 Curriculum means the curriculum provided in the Authority’s Western Australian Curriculum and Assessment Outline.

Obligation means an obligation or duty under this Agreement.

Place means the place set out in item 2 of the Schedule.

Program means the collection of Accredited Courses a student enrols in.

Right means a right, entitlement or power of or under this Agreement.

Schedule means the Schedule to this Agreement which hereby forms part of this Agreement.

Student means a student of the School enrolled to study the Kindergarten to Year 10 Curriculum or one or more Accredited WACE Courses.

WACE means the Western Australian Certificate of Education.

WACE Course means a course designed by the Authority for the final two years of senior secondary school study in Western Australia.

WACE Examination means the external, state-wide examination for a WACE Course. From 2016, the requirements for the WACE will change, together with the nature of the courses that are examinable.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;
(b) a reference to anything is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
(c) a reference to a gender includes other genders;
(l) (insolvency – persons) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in that event;

(m) (death etc.) a person dies, ceases to be of full legal capacity or otherwise becomes incapable of managing its own affairs for any reason; and

(n) (analogous matters) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Kindergarten to Year 10 means the years of schooling containing the Kindergarten (pre-school) year and the following 11 years which precede the two senior secondary years of Year 11 and Year 12.

Kindergarten to Year 10 Curriculum means the curriculum provided in the Authority’s Western Australian Curriculum and Assessment Outline.

Obligation means an obligation or duty under this Agreement.

Place means the place set out in Item 2 of the Schedule.

Program means the collection of Accredited Courses a student enrolls in.

Right means a right, entitlement or power of or under this Agreement.

Schedule means the Schedule to this Agreement which hereby forms part of this Agreement.

Student means a student of the School enrolled to study the Kindergarten to Year 10 Curriculum or one or more accredited WACE Courses.

WACE means the Western Australian Certificate of Education.

WACE Course means a course designed by the Authority for the final two years of senior secondary school study in Western Australia.

WACE Examination means the external, state-wide examination for a WACE Course. From 2016, the requirements for the WACE will change, together with the nature of the courses that are examinable.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;

(c) a reference to a gender includes other genders;
Offering an offshore Western Australia Curriculum program

(d) A reference to a person includes a Public Authority, a public body, a company and
an incorporated or unincorporated association or body of persons;

(e) A reference to a person includes a reference to the person's executors,
administrators, successors, substitutes (including, but not limited to, a person
taking by novation) and permitted assigns;

(f) An agreement, representation or warranty on the part of, or in favour of, 2 or more
persons binds, or is for the benefit of, them jointly and severally;

(g) A reference to this Agreement or another instrument includes all variations and
replacements of either of them despite any change of, or any change in the identity
of, the Authority or the School;

(h) A reference to a clause, schedule, attachment or appendix is a reference to a clause
in, or a schedule, attachment or appendix to, this Agreement;

(i) All the express or implied provisions in any schedule, attachment or appendix to
this Agreement are incorporated in, and form part of, this Agreement and bind the
parties in accordance with their terms;

(j) Headings are included for convenience and do not affect the interpretation of this
Agreement;

(k) A reference to a statute, ordinance, code or other law includes regulations and
other instruments under it and consolidations, amendments, re-enactments or
replacements of any of them;

(l) A rule of interpretation is to be applied to disadvantage the Authority or the
School on the basis that it was responsible for preparing this Agreement;

(m) If a word or phrase is defined, other grammatical forms of that word or phrase
have a corresponding meaning;

(n) If the word "including" or "includes" is used, the words "without limitation" are
taken to immediately follow;

(o) A reference to writing includes all means of representing or reproducing words in
visible form including by electronic means such as facsimile transmission;

(p) A reference to a liability includes all obligations to pay money and all other losses,
costs and expenses of any kind;

(q) If a period of time is specified and dates from a given day or the day of an act or
event, it is to be calculated inclusive of that day;

(r) If a date stipulated for payment or for doing an act is not a Business Day, the
payment must be made, or the act must be done, on the next Business Day; and

(s) Where the time for performing an obligation or exercising a right is expressed by
reference to a period of one or more months before or after a specified date (the
reference date) that time period will be determined by calculating the number of
months specified from the reference date, with the period expiring on the date which is the equivalent date to the reference date, or if there is no such date in the final month, the last day of that final month.

(t) A reference to a monetary amount means that amount in Australian currency.

1.3 Transfer of Functions

(a) The School acknowledges that the Authority may be reconstituted, renamed or replaced and that some or all of the powers of the Authority may be transferred to or vested in another entity.

(b) If the Authority is reconstituted, renamed or replaced or if some or all of the Authority’s powers are transferred to or vested in another entity, references in this Agreement to the Authority must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to it or vested in it those powers.

(c) For the purposes of this clause 1.3, another entity means a Public Authority.

1.4 GST

(a) In this clause, Additional Amount, Recipient and Supplier have the meanings given in clause 1.4(c). Any terms used in this clause 1.4 that are defined in the GST Act have the same meanings as in the GST Act, 1997.

(b) All prices or other amounts fixed or determined under, or referred to in, this Agreement are exclusive of GST, except where expressly provided to the contrary in a particular provision of this Agreement.

(c) Subject to clause 1.4(d), if GST is or becomes payable by a Party (Supplier) in relation to any supply that it makes under, in connection with or resulting from this Agreement, the Parties agree that, in addition to any consideration provided by a Party (Recipient) for that supply, the Recipient must pay to the Supplier the amount of any GST for which the Supplier is liable as a result of that supply (Additional Amount) at the same time as the relevant consideration or any part of it is provided.

(d) The obligation to pay the Additional Amount only arises once the Supplier has issued a tax invoice (and any adjustment note) to the Recipient in respect of the Additional Amount.

(e) If, under this Agreement, one Party is required to pay an amount to reimburse or compensate the other Party for any cost or liability incurred by that other Party, the amount to be reimbursed or compensated excludes any GST component of that cost or liability for which that other Party is entitled to claim an input tax credit.
2. TERMS OF AGREEMENT

2.1 Term of Agreement

This Agreement will commence on its execution. Either party may terminate this Agreement by giving 20 Business Days’ written notice to the other party.

2.2 Services and Materials to be supplied by the Authority

2.2.1 Materials

The Authority will provide the School with copies of the same materials regarding the Accredited Courses as the Authority provides from time to time to schools in Western Australia offering those Accredited Courses.

2.2.2 Advice

Upon the request of the School, the Authority will provide advice on any aspect of the syllabus of an Accredited Course either by arranging for a representative of the Authority to visit the School (at the expense of the School) or in such other manner as the Authority thinks appropriate.

2.2.3 Examination Services

To ensure the WACE Examinations of Students undertaking Accredited Courses are conducted in the same manner in all respects, as the Authority requires in Western Australia, the Authority will:

(a) supply all examination papers and examination stationery;

(b) conduct with its officers the WACE Examinations and provide the minimum number of invigilators required in the Accredited Courses for which the School has Students;

(c) mark completed examination scripts;

(d) report examination results to Students and the Tertiary Admission Centres in Australia or (as requested by the School) elsewhere; and

(e) report such statistical data concerning examination results as the Authority provides to all other schools in Western Australia.

2.2.4 In providing the services and materials referred to in this clause 2.2, the Authority will use its reasonable endeavours to deal with the School as if it were a school in Western Australia offering the same Accredited Courses.

2.2.5 Notwithstanding clause 2.2, the School will not offer and the Authority will not be obliged to supply services or materials in relation to courses not specified in Item 3 of the Schedule and therefore not approved by the Authority to be taught at the School.
2.3 Undertakings by School

The School shall:

2.3.1 Offer:
   (a) studies in the Kindergarten to Year 10 Curriculum; and
   (b) studies in a range of WACE Courses as approved by the Authority;

2.3.2 Employ such staff, and provide such facilities and other resources as will in the opinion of the Authority enable effective teaching, to the highest reasonably practicable standard, of all the Accredited Courses, including:
   (a) sufficient teaching staff and accommodation;
   (b) a library which includes sufficient reference books in each of the syllabuses for the Accredited Courses offered by the School; and
   (c) laboratory facilities containing the equipment, reference material and manuals required by the syllabuses for the Accredited Courses offered by the School;

2.3.3 Provide the names and addresses and such other information concerning the
   Students studying or the staff teaching an Accredited Course at the School as the
   Authority may from time to time require;

2.3.4 Provide instruction related to the full syllabus, adhere to assessment guidelines and
   participate fully in the moderating procedures required;

2.3.5 Permit reasonable access to the Authority or any employee or authorised agent of
   the Authority to inspect the premises, equipment or facilities of the School or the
   resources and other things provided by the School under this Agreement;

2.3.6 Comply with any rules or requirements of the Authority from time to time applying
   generally to schools offering Accredited Courses, including rules and requirements
   relating to enrolments in, or the teaching and assessment of, Accredited Courses;
   and

2.3.7 Provide the Authority with an annual report that reviews the school’s delivery of,
   and their students’ performance in, the WACE courses offered by the school.

2.4 Qualifications of Teaching Staff

The School shall ensure that all staff employed by the School for the teaching of
Accredited Courses have qualifications acceptable to the Authority.

2.5 Conduct of Examinations and other Forms of Assessment

2.5.1 The School will comply with such rules as to the conduct of WACE Examinations
   and other forms of assessment of students undertaking Accredited Courses at the
   School as may be made by the Authority from time to time.
2.5.2 The Authority may refuse to accept WACE Examination or school assessment results in any Accredited Course if it suspects on reasonable grounds that there has been a breach of security in respect of the WACE Examination or that the School has not complied with Authority’s requirements for school assessments.

2.6 Fees

2.6.1 The School will pay the Authority the Fees on or before the dates specified in Item 4 of the Schedule.

2.6.2 All Fees payable will be net to the Authority and the School will meet any taxes or other deductions payable in the Place (or the sovereign state in which the Place is located).

2.6.3 Notwithstanding clause 2.6.1 and by mutual agreement the Fees payable by the School and its Students to the Authority shall be determined annually. The Fees payable shall consist of fixed fees based on any staff allowances and associated costs incurred by virtue of the necessity to visit the School for moderation of school assessments purposes plus a per student fee.

2.6.4 If the Authority does not receive the Fees in accordance with this Agreement, the Authority reserves the right to suspend the performance of its Obligations until all outstanding Fees and interest have been received.

2.7 Copyright

2.7.1 Apart from any third party copyright material contained in them, the Authority has copyright in the materials supplied to the School by the Authority under this Agreement.

2.7.2 The Authority hereby authorises the School to reproduce materials, for which the Authority has copyright, without charge, for the benefit of Students of the School who are studying Accredited Courses, provided that:

(a) the School makes no charge for the supply of the reproductions, save to recover reasonable costs; and

(b) the reproductions are endorsed "Copyright - Printed with Permission of the School Curriculum and Standards Authority".

2.7.3 Where the School requests the Authority to supply materials intended for sale, the School will:

(a) indicate in writing to the Authority any intention to sell Authority’s materials or use the Authority materials in any publication that the School intends to sell; and

(b) pay in advance the price specified by the Authority for the supply of the materials.

2.7.4 The Authority’s rights and the School’s obligation under this clause 2.7 shall survive the determination of this Agreement.
2.8 Payments

2.8.1 If the School fails to comply with its payment Obligations, then the Authority may, without prejudice to any other rights it may have arising from such non-compliance, charge interest, and the School shall then pay interest, on the amounts outstanding at the rate specified in Item 5 of the Schedule.

2.8.2 All payments by the School to the Authority shall be paid in such manner as the Authority may from time to time direct.

2.9 Early Termination of Agreement

2.9.1 If:

(a) the School fails to comply with its Obligations; or

(b) the School suffers or is the subject of an Insolvency Event; or

(c) under this Agreement the parties are to reach further agreement on something and fail to reach such further agreement within a reasonable time; or

(d) this Agreement or any part of it is or becomes void, voidable, unlawful or illegal; or

(e) the Authority is satisfied on reasonable grounds that the standard of teaching in the Accredited Courses (including the standard of facilities and resources required for that purpose) being offered by the School falls short of the minimum required by the Authority from time to time of schools offering those courses in Western Australia,

then the Authority may without prejudice to any other of its Rights forthwith by written notice terminate this Agreement.

2.9.2 Notwithstanding clause 2.9.1, should the Authority suspect that there has been a breach of security by the School in respect of any WACE Examination and, on investigation by an officer appointed by the CEO, the Authority is satisfied that a breach has occurred, then the Authority may without prejudice to any other of its Rights, by written notice, terminate this Agreement forthwith.

2.10 Force Majeure

2.10.1 Non-performance by either of the parties of any Obligation shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by circumstances beyond the reasonable control of such party. For the purpose of this Agreement, such circumstances referred to as ‘force majeure’ shall include:

(a) government, semi-government or judicial law, regulation, order, decree, directive, restriction, restraint, prohibition, intervention or expropriation, or the failure of any government or semi-governmental or judicial entity to act;

(b) strike, lockout or other labour dispute,
(c) act of God, fire, flood, tornado, hurricane or any other form of inclement weather;

(d) explosion, concussion, collision, radiation, act of the public enemy, act of war (declared or undeclared), blockade, riot, civil commotion or disturbance, martial law, sabotage, insurrection or national emergency (whether in fact of law);

(e) any other cause, whether similar or dissimilar to the causes herein specifically enumerated, beyond the reasonable control of such party and which such party is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

2.10.2 Any party who is, by reason of force majeure, unable to perform any Obligation shall notify the other party as soon as possible specifying:

(a) the cause and extent of such non-performance;

(b) the date of commencement thereof; and

(c) the means proposed to be adopted to remedy or abate the force majeure.

2.10.3 Any party who is, by reason of force majeure, unable to perform any Obligation shall:

(a) use all reasonable diligence and employ all reasonable means to remedy or abate the force majeure as expeditiously as possible;

(b) resume performance as expeditiously as possible after the force majeure has ceased, or abated to an extent which permits resumption of such performance;

(c) notify the other party when the force majeure has terminated or abated to an extent which permits resumption or performance to occur; and

(d) notify the other party when resumption of performance shall occur.

2.10.4 The period of time during which performance of any Obligation is prevented by force majeure shall be added to the time provided in this Agreement for performance of such Obligation and to the time required for the performance of any act dependent thereon.

2.10.5 Any party who is, by reason of force majeure, unable to perform any Obligation shall not be liable to the other party or consequential, indirect or special losses or damages of any kind arising out of, or in any way connected with, such non-performance.

2.10.6 This clause 2.10 is subject to clause 2.1.
2.11 Warranties

The School warrants that all representations, information, data, opinions, projections and the like given by it or on its behalf under, in connection with, preparatory to or in contemplation of this Agreement are and shall remain true and correct, complete, and in no way misleading or deceptive.

3. NOTICES

Each notice or other communication given under this Agreement:

(a) must be in writing;

(b) may be given by an authorised officer of the Authority or the School (as applicable);

(c) must be:

(i) hand delivered or sent by prepaid post to the address of the recipient specified in Item 6 of the Schedule; or

(ii) sent by facsimile to the facsimile number of the recipient specified in Item 6 of the Schedule; or

(iii) sent by email to the email address of the recipient specified in Item 6 of the schedule;

(d) subject to paragraph 1.1(c), is taken to be received:

(i) in the case of hand delivery, on the date of delivery;

(ii) in the case of post, on the third Business Day after posting;

(iii) in the case of facsimile, on the date on which the sender’s facsimile machine records that the facsimile was successfully transmitted, and

(iv) in the case of email, on the date on which the email was sent, unless the sender receives an email advising that the message could not be delivered to the email address specified;

(e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

4. MISCELLANEOUS

4.1 Consent

Whenever the consent of the Authority is required under this Agreement:

(a) that consent may be given or withheld by the Authority in the Authority’s absolute discretion and may be given subject to such conditions as the Authority may determine,
(b) The Authority is not required to provide a reason or reasons for giving or refusing its consent; and

(c) the School agrees that any failure by it to comply with or perform a condition imposed under this clause 4.1 will constitute a breach of a condition by the School under this Agreement.

4.2 Further Assurance

The Authority and the School must do everything reasonably necessary, including signing further documents, to give full effect to this Agreement.

4.3 Relationships – No Partnership

(a) The School is an independent contractor, and nothing in this Agreement may be construed to make the School a partner, agent, employee or joint venturer of the Authority.

(b) The School must not represent that the School or any of its personnel are the employees, agents, partners or joint venturers of the Authority.

4.4 Rights and Remedies

A Party’s Rights are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

4.5 Right of Set Off

The Authority may set off or deduct any amount claimed by the Authority, including any amount claimed under any indemnity, from any amount owing by the Authority to the School on any account under this Agreement or any other contract between the parties.

4.6 Entire Agreement

Subject to clause 2.11, this Agreement supersedes all prior negotiations, understandings and agreements between the parties relating to the matters covered by this Agreement and constitutes the full and complete agreement between the parties relating to the matters covered by this Agreement.

4.7 Variations

This Agreement may only be varied in writing executed by the parties.

4.8 Waiver

(a) Any waiver by the Authority or the School must be in writing and signed by the party waiving the Right.

(b) Any waiver by the Authority or the School does not affect its Rights in respect of any other breach of this Agreement by another party.

(c) Subject to clause 1.1(a), any failure by a Party to enforce any Right will not be construed as a waiver of its Rights under this Agreement.
4.9 Costs

(a) Unless otherwise stated, the School must comply with all its Obligations at the School’s cost.

(b) The Authority and the School must pay their own legal and other costs in connection with the preparation and signing of this Agreement.

(c) The School must pay all duty on this Agreement.

4.10 Severance

Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

4.11 Governing Law

This Agreement is governed by the laws of the State of Western Australia. The Authority and the School irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

4.12 Schedules

Any expressed or implied provision of a schedule, attachment or annexe hereof or hereto is hereby deemed to be a term of this Agreement and enforceable in accordance with its terms. In the previous sentence, “provision” includes term, condition, promise, undertaking, warranty or stipulation.
SCHEDULE

Item 1 - School

Item 2 – Place
### Item 3 – (SAMPLE) Accredited Courses approved by the Authority for teaching in the School

<table>
<thead>
<tr>
<th>WACE Courses</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Accounting and Finance</td>
</tr>
<tr>
<td>2. Biological Sciences</td>
</tr>
<tr>
<td>3. Human Biological Science</td>
</tr>
<tr>
<td>4. Career and Enterprise</td>
</tr>
<tr>
<td>5. Chemistry</td>
</tr>
<tr>
<td>6. Chinese: Background Speakers</td>
</tr>
<tr>
<td>7. Economics</td>
</tr>
<tr>
<td>8. English</td>
</tr>
<tr>
<td>9. English as an Additional Language/Dialect</td>
</tr>
<tr>
<td>10. Mathematics</td>
</tr>
<tr>
<td>11. Politics and Law</td>
</tr>
<tr>
<td>12. Physics</td>
</tr>
</tbody>
</table>

#### Kindergarten to Year 10 Curriculum

Note, however, that:

(a) Students wishing to enrol in the WACE Course *English as an Additional Language/Dialect* must first meet the relevant eligibility requirements.

(b) A Student may only sit examinations as a private candidate if the CEO first gives written approval and the School is qualified as a recognised examination centre.

(c) Students must fulfil breadth of study requirements (i.e. at least one course or pair of units from List A (●) and List B (●●)). That is, a Student must study (at least) one of each, a science and a humanities course.
Item 4—Fees

1. The fees for the Year 20** shall be:
   (A) For each year level of the Kindergarten to Year 10 Curriculum
       (i) a fixed fee of A$*** for administrative and moderation purposes; plus
       (ii) a per Student fee of A$*** for each Student enrolled in each year level
            who is an Australian citizen or who has Australian permanent residence
            status; plus
       (iii) a per Student fee of A$*** for each Student enrolled in each year level
            who is not an Australian citizen or who does not have Australian
            permanent residence status.
   (B) For WACE Courses
       (i) a fixed fee of A$*** for administrative and moderation purposes; plus
       (ii) a per Student fee of A$*** for each Student enrolled in Year 11 who is
            an Australian citizen or who has Australian permanent residence status;
            plus
       (iii) a per Student fee of A$*** for each Student enrolled in Year 12 who is
            an Australian citizen or who has Australian permanent residence status;
            plus
       (iv) a per Student fee of A$*** for each Student enrolled in Year 11 who is
            not an Australian Citizen or who does not have an Australian permanent
            residence status; plus
       (v) a per Student fee of A$*** (for five or six courses) for each student
            enrolled in Year 12 who is not an Australian citizen or who does not have
            Australian permanent residence status.

2. The School shall pay for all courier charges for the transportation of final WACE
   Examination scripts to Perth on the carrier nominated by the above Authority.
   The fixed fee designated under 1(A)(i) or 1(B)(i) above is payable on **20** with
   the per Student fee of A$***, A$*** or A$*** as applicable for each Student enrolled,
   being payable by **20**.

   If the Student withdraws from the Program and the Authority is notified before September
   30th 20** then one half of the fee will be reimbursed to the School.
Item 5 – Rate of Interest

The interest rate to be charged on amounts outstanding on account of non-compliance by the School with its payment Obligations will be 15% per annum from when the payment is properly due until when all of the payment has been received by the Authority.

Item 6 –

Postal address, email address and facsimile number of Authority:

Postal address, email address and facsimile number of School

EXECUTED as an agreement.

The Common Seal of the SCHOOL
CURRICULUM AND STANDARDS
AUTHORITY was hereto duly affixed in the presence of:

__________________________  __________________________
Chair of the Board            Chief Executive Officer

[Executed by the School]