

# ITAS -Indigenous Tutorial Assistance Scheme

Woolyungah Indigenous Centre, University of Wollongong  
The University of Wollongong Centre of Learning, Research and Support for Aboriginal and Torres Strait Islander People

## General Conditions of Agreement

### General Definitions

These general conditions apply to services conducted for the Woolyungah Indigenous Centre (WIC) under the Indigenous Tutorial Scheme (ITAS). On signing this *General Conditions of Agreement* document, the signatory becomes eligible as a tutor with the University of Wollongong (UOW) to provide tutorial services relating to those agreements from the date of the approval of the agreement until the end of the current calendar year

Tutorial Services involve the provision of:

- Tutorial assistance for the student under ITAS, and /or
- Educational assessment of students.

### Provision of Service

*I shall provide services as set down in the ITAS Tutor Retainer Agreement form and shall:*

- Not provide services before signing this form and not before receiving a 'Letter of Approval';
- Provide the WIC with evidence of my qualifications;
- Provide proof of identification;
- Only provide services on behalf of the WIC while the student(s) remain(s) to the best of their knowledge eligible for ITAS.

*In providing tutorial services I shall:*

- Provide a program of tuition which develops the students' skills but which shall not include completing assignments or course work set by the University.
- Provide the centre with a written outline of the proposed work program within two weeks of the commencement of tuition.
- Suspend tuition and notify the Centre when a student is absent from arranged session on three consecutive occasions.
- Submit an ITAS Student Progress Report when requested and agree that the Report may be made available to the ITAS Applicant.

*I understand that the Centre may check the following information provided to it with:*

- Educational institutions – to verify professional qualifications and also to ensure that I am not the students' regular class or subject teacher.
- Referees to verify written references
- Employers to verify work history
- Other persons or bodies to verify an experience and/or suitability claimed
- Students and/or teachers to ensure acceptability as a tutor.

*As the tutor I understand that:*

- This is a contract for services with WIC providing tutorial services as an employee of UOW.
- Payment will not be made for services which are outside the period of the Letter of Approval or which are in excess of the agreed number of hours per week.
- The ITAS Claim Form is to be signed by the student(s) on each occasion of tuition.

- Payment for tutorial services will be at the rate set out in The 'Letter of Approval'.
- In the event of a claim for a session where the student(s) was unexpectedly absent, payment may be made for a maximum of one hour (1) at the agreed hourly rate;
- Payment for my service will be made only when WIC receives my completed ITAS claim form which includes the signature of the student(s) involved in each session;
- I shall not disclose or retain or make public any information or material acquired or produced during my service without the written approval of the WIC;
- Varying or extending this agreement shall not be legally binding unless in writing and signed by both parties (WIC and the tutor);
- I am required to cease or vary work upon written notice from WIC. I understand that this request for termination or variation of my ITAS contract may occur at anytime.

### Indemnity

As the tutor I shall indemnify and keep indemnified UOW against any claim, demand, action suit or proceedings that may be made or brought by any person against the University, its employees or agents in respect of loss or damage to any property as a result of an unlawful or negligent act or omission by myself including any costs and expenses that may be incurred with any such claim, demand, action, suit or proceedings.

### Law of Agreement

The Agreement shall be governed by, and constructed in accordance with, the law for the time being in force in New South Wales.

### Conflict of Interest

I agree that, at the time of signing these General conditions of Agreement there was no conflict of interest in existence which might affect my ability to meet obligations under the ITAS Agreement, and that the WIC shall be informed of any situation which arises during the term of the ITAS Agreement which might lead to a conflict of interest.

### Signature

I have read and understand the General conditions of Agreement, and the Privacy Act 1988, and hereby agree to be bound by them.

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Please keep a copy of this Agreement for your records.**