



For your information: this document has **seven** text fields for you to fill

Subcontracting Agreement

Provision of Subcontracting Tutorials

between:

Company

Train The Teacher operating as My Intelligent Tutor (MyIT)

and

Subcontractor:

Name:

Address:

Phone Number:

Email address:

Visa evidence: (Please send as an attachment to Frank.doogan@traintheteacher.org) received Y/N

This Agreement supersedes and replaces in its entirety all prior tutorial subcontracts entered into between the parties and all other understandings or representations of the parties, whether written or otherwise and is executed for dates and times as agreed

The Company and the Subcontractor agree as follows:

1: Duties and Responsibilities

1:1 The Subcontractor agrees to undertake reasonable duties as a tutor. The Subcontractor may accept or decline an offer of a particular subcontracted piece of work but is obliged under normal circumstances to complete the terms of a subcontract for which the Subcontractor has signaled acceptance.

1:2 The Subcontractor agrees to follow the guidelines for tutoring contained in the MyIT Tutor's Manual as the basis for continuation of this contract.

1:3 The Subcontractor agrees that the Company has no obligation to provide tutorial work for the

Subcontractor and all such tutorial work will be offered on an as and when required basis.

2: Period of Agreement

2:1 The Agreement is for one calendar year and is renewable annually unless either party gives 28 days' notice in writing of an intention to bring the Agreement to an end. The Agreement may be brought to an end at any time by either party giving the other 28 days' notice in writing of an intention to bring the Agreement to an end.

3: Remuneration

3:1 The Company will pay the Subcontractor remuneration at a rate as agreed per contract and unless varied by the Company giving 28 days' notice in writing will be at the rate accepted by the Subcontractor per contract. Payment may be scaled according to the fees paid by the students and the number of students in each class. The Subcontractor agrees to receive payment from the company for contracts that are part of this agreement and not receive money directly or indirectly from anyone else involved in a tutorial contract to which the Company is party.

3:2 The Subcontractor will submit an invoice for any payment due at the end of each calendar month.

3:3 The company will pay on invoice within 10 days of the end of each calendar month.

4: Sickness or Injury

4:1 Due to the independent and part-time nature of this position, no sickness or injury pay is included in this Agreement.

5: Discipline

The Company agrees to act with honesty and integrity with the Subcontractor.

The Subcontractor agrees to abide by the rules and regulations of the Company (listed in Appendix 2) while under subcontract.

6: Leave

6:1 Periods of no lessons because of school holidays, exams or other reasons, will be arranged between the company and the school or parent. The Subcontractor will arrange any and all leave to be taken within these periods.

7: Termination

The contract may be terminated by:

7:1 Breach of this Contract by the Company or by the Subcontractor.

7:2 On the provision of one month's notice by either party.

7:4 Incapacitation of the Subcontractor for over 31 days in any one year and absence from work, without valid reason for more than 5 consecutive working days.

8: Disputes

8:1 Any dispute between the Company and the Subcontractor related to this Contract will be settled by voluntary mediation.

8:2 If mediation proves unsuccessful the dispute will be settled by binding arbitration using the arbitrator of the Hong Kong Labour Department.

9: Penalties

If the Subcontractor fails to notify absence to the Company a minimum of 8 hours prior to a class which is part of the Subcontractor's notified schedule **and** the Company is unable to find a suitable replacement the Subcontractor will teach a replacement class at no fee to the Company or the parent to compensate for the failure in professional service. **The Company will refund the parent for the missed lesson and not charge the parent for the replacement class.**

10: Entire Agreement

10:1 No change of this Contract will be effective unless it is in writing and is signed by both the Subcontractor and the Company.

10:2 This Contract binds and benefits both parties.

10:3 All clauses of this contract which refer to time will be enforced unless separate agreement has been reached between the parties.

10:4 This Contract is governed by the laws of Hong Kong.

10:5 This Contract is the entire agreement between the Company and the Subcontractor.

11: Confidentiality

11:1 The Company agrees to respect and keep private any information about the Subcontractor other than what is necessary for the servicing of the contract.

11:2 The Subcontractor agrees to keep all of the Company's business secrets confidential at all times during and after the term of the contract and thereafter. The Company's business secrets include any information regarding the Company's customers, suppliers, finances, research, development, manufacturing processes, or any other technical or business information.

11:3 The Subcontractor agrees not to make any unauthorised copies of any of the Company's business secrets or information without the Company's consent, nor to remove any of the Company's business secrets or information from the Company's facilities.

11.4 The Subcontractor agrees to keep all the terms and conditions of this Contract confidential.

12: Non-Solicitation

The Subcontractor agrees that he/she will not solicit or approach any of the Company's customers, clients or suppliers upon the duration of this contract, and for 18 months following completion of courses taught for the Company. The Subcontractor recognises the Company's legitimate business interest in respect of the Company's customer's, clients and suppliers and as such agrees that any breach of this clause will entitle the Company to injunctive relief and/or liquidated damages and/or account of profits for any said breach, or otherwise.

13: Execution

The above terms are offered by the Company and accepted by the Subcontractor, and evidenced by the signatures of their authorised representatives on the date below.

Signed by _____

Signed by _____

Name: Francis Doogan

Name:

(For and on behalf of Train The Teacher)

(For and on behalf of Subcontractor)

Date:

Date:

Appendix 1:

All itemised recommendations form the "Code for the Education Profession of Hong Kong" and as such are expected from all Company subcontractors.

1.1 Commitment to the Profession

A member of the profession:

1. Will strive in every way for any improvement which will help or encourage students' physical and psychological development so as to fulfill society expectations of a profession.
2. Will uphold the professional autonomy as an indispensable condition for the exercise of the education profession's social responsibilities and will strive to create a working environment which fosters professional autonomy.
3. Will strive to uphold honour, dignity and ethics of the education profession and to foster unity and harmonious working relationships within the profession.
4. Will constantly endeavour, through a variety of channels, to improve his/her self-development, self-growth and knowledge of educational and world developments.
5. Will promote the highest possible image for the profession by fostering public understanding of the profession and maintaining effective public relations.
6. Will exert every effort to provide a professional service, to raise professional standards and to promote a climate that encourages the exercise of professional judgement.
7. Will strive to support and enrich the education profession's ideals and achievements so that the profession is attractive to high quality recruits.
8. Will endeavour to promote the understanding of respect of different cultures in order to enhance harmony between those of all origins and races.
9. Will make every effort to establish and maintain effective channels of communication within the profession to ensure its healthy development.
10. Will refrain from activity that is detrimental to the image of the profession
11. Will not advise or canvas for the purpose of promoting his/her own advantage
12. Will not accept gratuities, gifts or favours that might impair professional judgement.

1.2 Commitment to Students

A member of the profession:

1. Will regard the education of his/her students as his/her primary duty.
2. Will regard the moral, intellectual, physical, social and aesthetic development of the students entrusted to his/her care as his/her personal responsibility.
3. Will be personally responsible for the quality of his/her teaching
4. Will share the responsibility of improving the learning environment.
5. Will do his/her best to teach according to each student's personal circumstances and learning ability.
6. Will base his/her expectations of students' performance on their interests, needs and abilities.
7. Will be concerned about students' safety in the course of his/her teaching.
8. Will give all students fair learning opportunities.
9. Will seek to establish confidence and trust grounded on mutual respect between himself/herself and his/her students.
10. Will show consistent justice and consideration in his/her relations with students at all times.
11. Will not discriminate against any student on the basis of race, colour, religious belief, creed, sex, family background, or any form of handicap.
12. Will help students identify their own values and build up their self-respect.
13. Will as far as possible adopt an objective viewpoint in discussing controversial matters with students.
14. Will encourage students to think independently and to form their own rational judgments based upon knowledge.
15. Will assess students constructively.
16. Will avoid making students feel embarrassed or ashamed.
17. Will endeavor to nurture in his/her students a thirst for high standards of accomplishment.
18. Will foster among students a sense of democracy and educate them to respect others.
19. Will encourage students to respect other members of the profession and to this end will avoid unprofessional remarks about professional colleagues.
20. Will ensure that reports on students are based on factual and objective information.
21. Will not divulge information about students unless disclosure serves a compelling professional purpose or is required by law.
22. Will not take advantage of his/her professional relationships for private gain.
23. Will not entrust his/her professional responsibilities to any person who is not a member of the profession. However, when necessary he/she will seek assistance from those in other professions.
24. Will report to the authorities concerned any case of child abuse he/she observes during the course of professional or official duties.

1.3 Commitment to Colleagues

A member of the education profession:

1. Will treat his/her colleagues with respect as fellow professionals without discrimination on grounds of status, position, sex, race, colour, national origin, religious or political belief.

2. Will co-operate with colleagues in the interests of students.
3. Will be supportive of colleagues in performing professional duties and responsibilities and encourage them to develop their potential.
4. Will share ideas and information with his/her colleagues to enhance professional development.
5. Will show respect for the schools administration's legitimate authority.

1.4 Commitment to Contract provider

A member of the profession:

1. Will observe contractual commitments.
2. Will not neglect his/her principal contract provider for the sake of personal interest.
3. Will render professional service to the best of his/her ability.
4. Will actively promote the improvement of school/institutional policies
5. Will be consistent in the execution of school/institutional policies and instructions which are educationally sound.

1.5 Commitment to Parents/Guardians

A member of the profession should recognise that the education of students is the mutual responsibility of school and parents, and therefore:

1. Will respect parental rights of enquiry, consultation and information with regard to their children.
2. Will seek to establish friendly and co-operative relationships with the parents.
3. Will exchange with the parents information and experience which will assist in the growth and development of the students.
4. Will respect reasonable parental request with regard to their children's educational needs.
5. Will truthfully present parents with the facts concerning the educational development and conduct of their children.
6. Will respect the uniqueness and characteristics of each student's family background and treat in confidence any information regarding private family matters.
7. Will assist parents to protect the physical and academic rights of their children.

1.6 Commitment to the Community

A member of the profession:

1. Will show respect for the law and behavioural norms acceptable to society as a whole.
2. Will co-operate with the community in the exploration of present and further educational needs of students
3. Will show concern for community building and participate in community activities.
4. Will be aware of current affairs, show concern about social problems and do his/her best to maintain a healthy social environment.
5. Will teach the students to respect different positions and opinions in matters over which public opinion is divided.
6. Will treat as a primary duty the teaching of respect for human rights. Will do his/her best to nurture in students the concepts of freedom, peace, equality, rationality and democracy.