***Securing Jobs for Your Future - Skills for Victoria***

**FUNDING AGREEMENT 2009**

Between

The Victorian Skills Commission (VSC)

and

The Registered Training Organisation (RTO)

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**1. BACKGROUND TO THIS AGREEMENT**

1.1. The *Education and Training Reform Act 2006* (**Act**) gives the Victorian Skills Commission (**VSC**) responsibilities for vocational education and training in Victoria and empowers it, under Section 3.1.2 and Section

3.1.4 of the Act, to enter into agreements including this Agreement.

**2. PURPOSE OF THIS AGREEMENT**

2.1. The purpose of this Agreement is to set out the terms and conditions under which the VSC will make payments to the Registered Training Organisation (**RTO**) for the provision of training services as specified in Clause 4 (**Services**).

**3. TERM OF THIS AGREEMENT**

3.1. The term of this Agreement will commence on 1 July 2009 and continue until 31 December 2009 (**Term**) or until all obligations under this Agreement are satisfied by the RTO (whichever is the latter), to the satisfaction of the VSC, for Services commenced during the Initial Term.

3.2. Subject to the RTO complying with all its obligations under this Agreement, the VSC will be entitled in its sole discretion to extend the Term of the Agreement for a further 12 month period commencing 1

January 2010 and concluding 31 December 2010.

3.3. Extension of the Term in accordance with clause 3.2 will be undertaken in December 2009 by the VSC providing written notice to the RTO.

3.4. The RTO must during the Term perform the following to the satisfaction of the VSC:

• comply with the Minimum Performance Standards in Schedule 1 (Minimum Performance Standards);

• maintain financial viability (a Business Viability Assessment and

Certificate is required annually);

• submit AVETMISS data monthly or as required;

• comply with audits as specified in this agreement (including adherence to all Registration requirements).

3.5. A RTO deemed by the VSC not to have met its obligations will be notified in writing that the Term will not be extended in accordance with clause 3.2.

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**4. SERVICES**

4.1. The RTO must deliver nationally recognised training services (**Services**) as per its scope of registration to eligible individuals under *Skills for Victoria* initiative and meet all requirements of this Funding Agreement including the Minimum Performance Standards.

4.2. Subject to meeting all other existing requirements (refer to Executive Memorandum 2009-32 Eligibility for Government Funded Training From 1 July 2009), individuals will only be eligible for funded training if they:

a. are commencing training on or after 1 July 2009; and

b. are new enrolments in qualifications in the Skills Deepening category;

or

c. are new enrolments in qualifications at AQF level 5 and above and are an apprentice or trainee; or

d. have been referred through the *Skills for Growth* program in courses in any category.

4.3. The Services must be delivered within the State of Victoria. Flexible or on-line delivery must be part of a training program in which all the delivery involves the physical presence of the student in Victoria.

4.4. The Services delivered may be subject to variation as per Executive

Memoranda issued from time to time by the Department.

4.5. It is the responsibility of the RTO to ensure Services are delivered in accordance with Executive Memoranda which will have the weight of a contractual requirement.

**5. DUTIES AND OBLIGATIONS OF THE RTO**

5.1. The RTO must provide the Services as well as any directions, policies and procedures specified by the VSC from time to time, including without limitation, any direction, policy or procedure relating to any aspect of the Services.

5.2. The RTO must provide the Services with all due skill, care and attention and under proper supervision so that the Services are suitable for the purposes for which they are intended.

5.3. In particular, the RTO must :

a. maintain registration under Part 4.3 of the Act and comply with the

Australian Quality Training Framework 2007 Essential Standards for

Registration (**AQTF 2007**), as amended from time to time, at all times during the term of this Agreement; and

b. comply with the Minimum Performance Standards; and

c. ensure that the Minimum Performance Standards are provided to and understood by persons employed or engaged by the RTO to provide the Services; and

d. ensure that all its employees providing the Services are qualified and experienced in accordance with the AQTF 2007; and

e. advise the VSC, within 24 hours, if the RTO’s registration is suspended or cancelled, or the RTO is placed in administration, is bankrupt or insolvent.

5.4. The RTO must ensure that the Services are provided by fit and proper persons, in a safe and proper manner and to a standard acceptable to the VSC.

5.5. The RTO must comply with all laws and regulations associated with the Working With Children Act 2005 (**WWC Act**). In particular the RTO must:

a. ensure all RTO staff are made aware of the requirements of the WWC Act as it relates to persons under 18 years of age and its application; and

b. ensure that personnel associated with the delivery of Services to persons under 18 undertake a Working With Children check, where applicable; and

c. obtain the consent of personnel to retain a copy of the relevant Working With Children check and provide a copy to the VSC’s auditors on request; and

d. retain copies of the relevant Working With Children check for all relevant staff.

5.6. The RTO must, unless this Agreement otherwise provides, supply at its own cost everything necessary for the proper provision of the Services and the proper performance of its obligations under this Agreement.

5.7. The VSC may at any time, in its sole discretion, even if the relevant

Services have been paid for:

a. suspend or reject any part of the Services that are not provided in accordance with this Agreement; and

b. direct the RTO to undertake replacement or additional services or to correct the Services. All costs associated with the replaced, corrected or additional Services must be borne solely by the RTO.

5.8. If the VSC directs the RTO to replace or correct any of the Services as specified in clause 5.7b, the RTO must commence replacement or correction in accordance with the direction of the VSC within seven (7) business days of receipt of the direction of the VSC and must complete the replacement or correction at its own cost and to the satisfaction of the VSC, within a specified timeframe by the VSC.

5.9. If the RTO fails to comply with clause 5.8, the VSC may have the Services (or any part of them) replaced or corrected by any other person. The costs incurred by the VSC in having the Services replaced or corrected are recoverable from the RTO by the VSC and may be deducted by the VSC from any money payable to the RTO under this or any other agreement between the VSC and the RTO.

5.10. If the RTO fails to deliver any of the Services in accordance with this Agreement, the VSC may withhold or take action to recover payments from this or any other agreement between the VSC and the RTO.

5.11. The RTO must participate in the National Student Outcomes Survey, managed by the National Centre for Vocational Education and Research (**NCVER**), by providing to Skills Victoria the NAT00085

Statistical Data File described in the 2009 Victorian VET Student Statistical Collection Guidelines. The RTO should advise students of the possibility of receiving a survey.

**6. SUBCONTRACTING**

6.1. If the RTO subcontracts to another RTO to provide the Services (or any part of them):

a. the subcontracted RTO may deliver no more than 50 per cent of the nominal hours in relation to any enrolment in a qualification;

b. the subcontracted RTO must be registered with the VRQA or the National Audit Registration Authority (**NARA**) under Victorian delegation;

c. the RTO must, prior to any subcontracted RTO commencing training, notify the VSC in writing of the name and Training Organisation Identification Number (**TOID**) of each subcontractor and particulars of the training to be subcontracted;

d. the RTO must, prior to the commencement of the subcontracted training delivery, document the arrangements with an executed contract that ensures the obligations under this Agreement are met by the subcontractor.

e. the subcontractor must use Funding Source Code S1 for training delivered through this initiative.

6.2. The VSC is not liable for subcontractor arrangements and will not become involved in the internal administration of subcontracts or act as a mediator between the parties.

6.3. All costs associated with any subcontracted training are the responsibility of the RTO.

6.4. A contractual relationship is not created between the VSC and a subcontractor. The RTO must ensure the provision of the Services that have been subcontracted. The RTO is responsible for the performance of this Agreement and the provision of the Services. The subcontract arrangement does not relieve the RTO of any liabilities or obligations under this Funding Agreement. The RTO must ensure that any subcontractor adheres to the provisions of this Funding Agreement that relate to subcontractors.

6.5. The RTO is liable to the VSC for the acts, defaults and neglects of any sub-contractor or any employee, officer or agent of the sub-contractor, as fully as if they were the acts, defaults or neglects of the contracted RTO, or the employees, officers or agents of the contracted RTO. The contracted RTO indemnifies and releases the VSC against all expenses, losses, damages and costs arising from any acts, neglects or defaults by any subcontracted RTO (or person) in connection with, or in the course of the performance of the Services under this Agreement or any breach hereunder.

6.6. The RTO must ensure that the subcontractor has insurance cover no less than that required of the RTO.

**7. FUNDING AND PAYMENTS**

7.1. The VSC will only make payments to the RTO with which it has an Agreement and only for qualifications listed on the RTO’s scope of registration. It will not make payments to a third party.

7.2. Nothing in this Agreement is to be construed as creating an obligation, commitment or undertaking by the VSC to provide additional or further funding or assistance beyond that provided for in this Agreement.

7.3. The VSC may deduct from any payment due to the RTO under this or any other agreement between the VSC and the RTO :

a. any amounts due to the VSC under this or any other agreement between the VSC and the RTO; and

b. money paid for any Services that the VSC is satisfied have not been provided in accordance with this Agreement; and

c. money paid to auditors, or any other authorised persons, to verify the replacement or correction of any of the Services.

7.4. If the RTO is, in the opinion of the VSC or its delegate, non-compliant with any aspect of this, or any other agreement, with the VSC, the VSC may withhold payment under this agreement until such time as the non-compliance is addressed to the satisfaction of the VSC.

7.5. Each payment under this Agreement will be increased by an amount equal to any GST payable with respect to the Taxable Supply for which the payment is made provided that with each relevant claim for payment is accompanied by a valid Tax Invoice. The total amount of monies paid under this Agreement will be increased to include the total amount of GST payable. The RTO is required to maintain a current agreement with the VSC allowing the VSC to issue Recipient Created Tax Invoices in relation to all payments.

7.6. Payments are subject to the RTO having complied in all respects with all prior and current agreements with the VSC. In particular, the RTO must have submitted all reports and complied with the 2009 Victorian VET Student Statistical Collection Guidelines under any prior and current agreement. Payments may be suspended pending completion of prior or current contractual obligations, or pending resolution of prior or current issues of non-compliance.

7.7. For each eligible individual, the RTO must report training delivery consistent with the requirements of the 2009 Victorian Student Statistical Collection Guidelines. Activity Reports must report the Scheduled Hours as at the date that the Activity Report is lodged.

7.8. Subject to this Agreement, the VSC will pay the RTO for training and assessment services provided to eligible individuals. Eligibility requirements for individuals are described in Executive Memorandum

2009-32 “Eligibility for Government Funded Training From 1 July

2009”.

7.9. Apprentices and Trainees under a Training Contract must commence structured training within three months of the commencement of the Training Contract. If more than three months elapses between the date of commencement of the Training Contract and the start of structured training the RTO is ineligible for funding of the Apprentice or Trainee (as applicable).

7.10. The RTO will be paid monthly in arrears on the basis of student statistical data submitted by the RTO. Claims for payment will be calculated at the unit of competency or module level, such that the Scheduled Hours reported will be averaged over the number of months of scheduled delivery. The RTO will be paid in arrears for the monthly Scheduled Hours delivered and reported where the RTO has evidence of participation.

7.11. Subject to this Agreement, the VSC will pay the RTO for training delivered under this Agreement in 2009 at the rate per Scheduled Hour described in the 2009 list of funded courses up to the maximum Nominal Hours per qualification as identified in the relevant Victorian Purchasing Guide or State Accredited Course. The rate of funding for training delivered in subsequent years will be as encompassed within the Victorian Government policy *Securing Jobs for Your Future – Skills for Victoria*.

7.12. In the event that an individual withdraws from training prior to achieving competency in an individual module or unit of competency, the enrolment must be reported against outcome code "40" in the "Outcome Identifier - National" field of the NAT120 file in that month's statistical data submission in accordance with the 2009 Victorian VET Student Statistical Collection Guidelines. In these instances, payment for the individual module or unit of competency will be made in accordance with the Hours Attended as reported in the NAT120 file.

7.13. For partial completion of a qualification, the RTO must be able to provide evidence to substantiate provision of training and/or assessment. In the event that training for an individual is discontinued, and there is not sufficient evidence to substantiate the provision of training and/or assessment, any claims made by the RTO for that individual must be reconciled and an appropriate negative claim recorded.

7.14. The RTO must identify all modules/units of competency relevant to the qualification in which an eligible individual is enrolled that have been attained by an individual as a result of previous formal training. The RTO is not eligible for funding for the Scheduled Hours associated with these modules/units of competency, and must report these as Credit Transfer.

7.15. RPL will be paid up to the nominal hours per unit of competency/module. Recognition of Current Competency will not be paid.

7.16. Where the RTO has granted one of the following fee concessions, the

RTO will be reimbursed by the VSC for income foregone:

a. payment of the minimum fee on the basis of clauses 2.2 and 2.3 of the 2009 Ministerial Directions about Fees; or

b. payment of the minimum fee by an Indigenous student under the

Indigenous Completions Initiative.

7.17. Reimbursement is on the basis of AVETMISS data including scheduled hours and qualifications for enrolments for which concessions were granted, and data indicating the grounds for the concession.

7.18. In line with clause 7.3 of the 2009 Ministerial Directions about Fees the RTO is required to keep records, including evidence, to support any claim for reimbursement of income foregone as a result of granting fee concessions.

7.19. The reimbursement amount will be calculated on the basis of 80 per cent of the applicable maximum hourly tuition fee, up to the applicable maximum, less the minimum fee. Reimbursement payments will be made in the first quarter of 2010.

7.20. Income foregone on the basis of concessions granted under clause 2.7 of the Ministerial Directions about Fees will not be reimbursed.

**8. RECORDS, REPORTS AND AUDIT**

8.1. The RTO must, on request, make available to the VSC for inspection during working hours, all books, documents, current year’s financial viability statement or other records in its possession, control or power relating to the Services.

8.2. The RTO must keep separate books and accounting records in connection with the Services in such a manner as to enable the accounts to be conveniently audited by the Auditor-General for Victoria or any other person as directed by the VSC. The books and records must indicate particulars of and payments to subcontractors, and any alterations as to the subcontractors being utilised.

8.3. The RTO must, within the time specified by the VSC, supply any other information reasonably required by the VSC for the purposes of this Agreement including information sufficient to allow the VSC to satisfy itself as to the financial viability of the RTO.

8.4. The RTO must respond fully in writing to the VSC within 14 days on any matter relating to this Agreement within the time specified in writing by the VSC.

8.5. The RTO must permit, whenever the Services are being performed and otherwise at all reasonable times, persons acting on behalf of the VSC to enter its premises, and areas within those premises that are used for the Services, to conduct audits to confirm whether the terms and conditions of this Agreement are being met. The RTO must participate in and assist, as required, with any audits required by the VSC under this clause.

8.6. The RTO must reimburse any costs incurred by the VSC in conducting audits.

8.7. The RTO's performance at contract compliance audit may be taken into consideration for future contractual arrangements.

8.8. The RTO must publish on its website or provide on request by any person a copy of its most recent AQTF audit report.

8.9. The RTO must assist, and must ensure that any subcontractor assists, as requested by the VSC or its auditors with audits under this clause.

8.10. If required by the VSC, the RTO must make available any records relating to the RTO and/or the Services at a location in Victoria specified by the VSC.

8.11. Every six (6) months, the RTO must conduct internal audits, using a checklist supplied by the VSC, on its compliance with the provisions of this Agreement. The completed checklist must be provided to the VSC or its auditors on request.

8.12. The RTO must develop an improvement plan to rectify any non- compliance identified via the internal audit specified in 8.10 within an agreed timeframe. The improvement plan (where required) must be made available to the VSC or its auditors on request.

8.13. The RTO must retain all records relating to participation in training and relating to the services for seven (7) years after their completion. These records must be available for audit purposes. The RTO must also comply with all laws relating to record keeping, in particular the:

a. *Public Records Act 1973*;

b. record keeping requirements of the AQTF 2007 Standards;

*c. Information Privacy Act 2000;* and

d. *Electronic Transactions (Victoria) Act 2000*.

**9. INTELLECTUAL PROPERTY**

9.1. The RTO must not, in performing the Services, do any act or undertake any process which would infringe an intellectual property right of the State of Victoria, the VSC or any other person or body.

9.2. The RTO must indemnify, keep indemnified and hold harmless the VSC, its officers, employees, servants and agents against all expenses, losses, liabilities, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the indemnified party) arising out of the infringement, or alleged infringement, of an intellectual property right where the infringement or alleged infringement occurs directly or indirectly as a result of the provision of the Services under this Agreement.

**10. INDEMNITIES**

10.1. The RTO hereby releases and indemnifies and holds harmless the VSC, the State of Victoria, its officers, employees, servants, agents and any person authorised by the VSC against all liabilities, costs, claims, damages, demands, losses and expenses incurred, resulting from or arising out of:

a. any breach by the RTO of this Agreement;

b. any negligent act or omission of the RTO;

c. damage or loss of property (including property of the VSC) arising from or relating directly or indirectly to the provision of the Services; and

d. loss, damage, personal injury or death occasioned to or suffered by any person arising from or relating directly or indirectly to the provision of the Services.

**11. INSURANCE**

11.1. The RTO must, at its own expense, take out and maintain and observe at all times insurance policies to cover the performance of the Services and any risk, loss or damage arising out of or caused by the performance of the Services in the joint names of the VSC, the RTO and any subcontractors engaged in providing any part of the Services.

11.2. The RTO must ensure it has all the insurance cover necessary to carry out its business and provide the Services including insurance for workers compensation, public liability, professional liability, professional indemnity, building and contents. The insurance policies must include public liability insurance of not less than $10 million per event for the term of this Agreement.

11.3. The insurances must be with insurers, and on terms, acceptable to the

VSC and cover all risks required by the VSC.

**12. LEGAL COMPLIANCE**

12.1. The RTO must comply with the requirements of, and pay all fees and bear all costs connected with, all laws in any way affecting or applicable to the provision of the Services.

12.2. The RTO must be aware of the requirements of the *Charter of Human*

*Rights and Responsibilities*.

Refer to [www.justice.vic.gov.au/humanrights](http://www.justice.vic.gov.au/humanrights) and any applicable requirements of the *Disability Act 2006*.

**13. VSC COMPLIANCE**

13.1. The RTO must comply with policies issued by or on behalf of the VSC

from time to time that relate to the Services.

13.2. Current VSC policies, procedures and Executive Memoranda will be published on the Skills Victoria Training System website. It is the responsibility of the RTO to access this website regularly. Executive Memoranda will have the weight of a contractual requirement.

13.3. The RTO must apply the Ministerial Directions about Fees as published from time to time on the Skills Victoria Training System website.

**14. DISPUTE RESOLUTION**

14.1 If a dispute arises between the parties in connection with this Agreement or the Services, a party will give written notice of the dispute to the other party. The parties must seek to settle a dispute in good faith.

14.2 If the parties are unable to settle a dispute within seven (7) days of one party giving written notice of the dispute to the other, each party must appoint a representative with authority to settle the dispute.

14.3 The appointed representatives must meet within a further seven (7) days to attempt to settle the dispute. If the representatives are unable to resolve the dispute within seven (7) days of first meeting, the dispute must be referred within a further seven (7) day period (**Referral Period**) to:

a. in the case of the VSC - to its Executive Director or the Deputy

Secretary of Skills Victoria, or delegate (**VSC’s Representative**); and

b. in the case of the RTO - to its CEO (**RTO’s CEO**).

14.4 The VSC’s Representative and the RTO’s CEO must meet with each other to seek to resolve the dispute within seven (7) days of the last day of the Referral Period.

Representative and the RTO’s CEO first meeting, matter will be referred to the Minister within seven (7) days to the Minister for Skills and Workforce Participation or the Minister’s successor for determination. The decision of the Minister or the Minister’s nominee will be final and binding on both parties.

14.6 Neither party will oppose an application for urgent interlocutory relief pending the resolution of a dispute under this clause 14.

**15. VARIATION OR TERMINATION**

15.1. The VSC may vary or terminate this Agreement without the consent of the RTO at any time and for any reason, by giving written notice to the RTO.

15.2. Unless, at the time of giving notice of the variation or termination, the RTO is in default under this Agreement, the RTO is entitled to payment in accordance with this Agreement for Services provided to the date of variation or termination together with reasonable loss and expense, incurred as a consequence of the variation or termination of the Agreement.

15.3. The RTO is not entitled to any payment for loss of anticipated profits resulting from the variation or termination.

15.4. In determining the loss and expense for the purposes of clause 15.2, the RTO's actions in mitigating the consequences of the variation or termination will be taken into account.

15.5. In the event of a variation or termination under this clause, the RTO remains liable to the VSC under this Agreement in respect of Services provided prior to and including the date of variation or termination (including completion of the Services beyond the date of termination for those Services commenced and not completed as at the date of termination).

**16. TERMINATION FOR DEFAULT**

16.1. If:

a. the RTO becomes bankrupt or insolvent, or being a company goes into liquidation or has a receiver or manager appointed on behalf of its debenture holders, creditors or their assigns, or control is taken or assumed by or on behalf of a debenture holder, mortgagee or

debenture, mortgage or charge, or is placed under statutory management; or

b. the VSC is satisfied, in its reasonable opinion, that the RTO –

i. is no longer financially viable; or

ii. is likely, during the term of this Agreement, to cease to be financially viable; or

a. the RTO is subject to a petition presented or proceedings or an application taken or instituted in any Court for the compulsory winding up of the RTO and not having the petition or proceedings removed within one (1) month of service; or

b. the RTO suffers a distress, levy or execution against any of its assets required for the performance of this Agreement and fails to satisfy the action for distress, the levy or execution processed within one (1) month of commencement; or

c. the registration of the RTO under the Education Training Reform Act

2006 is suspended or cancelled; or

d. the VSC is satisfied that the RTO has not delivered any part of the

Services for which it has claimed payment under this Agreement; or

e. the RTO commits an act or omission constituting a breach of an obligation under this Agreement and fails to remedy the breach within one (1) month of delivery of a notice from the VSC requiring the RTO to remedy the breach and stating that, if the breach is not remedied, the VSC may terminate this Agreement for default; or

f. the RTO assigns or sublets this Agreement or any part of it or purports to do so or agrees to continue to perform the Services for the benefit of any other person without the approval of the VSC other than in accordance with this Agreement; or

g. a change in the controlling interest in the RTO occurs without the prior written consent of the VSC. In this paragraph, “controlling interest” means the capacity to directly or indirectly exercise, control the exercise of, or substantially influence the exercise of, 50 per cent or more of the voting power attached to voting shares, or any class of voting shares, issued by the RTO;

then the VSC may exercise all or any of the following powers:

h. it may suspend payments under this Agreement until the default has been remedied to its satisfaction;

VSC is satisfied have not been provided in accordance with this

Agreement;

j. it may deduct money that the VSC is satisfied is due to it by reason of the RTO’s breach of this Agreement from other payments to the RTO under this Agreement;

k. it may suspend the performance of the Services or any part of the

Services until the fault has been remedied to its satisfaction;

l. it may take the Services remaining to be completed wholly or partly out of the hands of the RTO or of any other person in whose hands or possession the Services or part of them may be;

m. it may exercise a power specified elsewhere in this agreement;

and/or

n. it may terminate this Agreement.

16.2. In the event of termination under clause 16.1:

a. the RTO remains liable to the VSC under this Agreement in respect of Services performed prior to and including the date of termination (including completion of the Services beyond the date of termination for those Services commenced and not completed as at the date of termination); and

b. the RTO must immediately deliver to the VSC all unexpended money and assets purchased or created with money provided under this Agreement.

**17. PROVISION AND PUBLICATION OF INFORMATION**

17.1. The VSC may communicate to any person or publish in any way or medium, any and all information relating to the RTO and this Agreement, other than personal information. In particular, the VSC may communicate or publish course and qualification details, funding details, details of any breaches of this Agreement, any action taken by the VSC under the Agreement, and findings and outcomes of any audit undertaken pursuant to this Agreement.

17.2. The RTO must publish on its website or provide on request by any person a copy of its most recent AQTF audit report.

**18. CONFIDENTIALITY**

18.1. The RTO will not disclose or permit the disclosure of any of the VSC or the Department’s Confidential Information without written permission from the VSC, except:

a. to the VSC, Department or the State;

b. where required under this Agreement.

c. where the information disclosed is already in the public domain other than due to a breach of this Agreement; or

d. where the disclosure is required by law.

18.2. Confidential Information means details of the funding under this Agreement, the terms and conditions contained in this Agreement and all other confidential or commercially sensitive information regarding the VSC, State, Department or the RTO, or other aspects of the business or activities of the parties to this Agreement.

18.3. Clause 18 will survive the termination of this Agreement.

**19. PRIVACY**

19.1. The RTO acknowledges and agrees that it will be bound by the *Information Privacy Act 2000* in the same way and to the same extent as the VSC would be been bound by the *Information Privacy Act 2000*.

**20. INTERPRETATION**

20.1. In this Agreement, including its Schedules and Attachments, unless the context otherwise requires:

a. the singular includes the plural and vice versa and words importing a gender include other genders;

b. a reference to any legislation or statutory instrument is construed in accordance with the relevant interpretation of that legislation or statutory instrument;

c. headings are used for references only;

d. a Business Day is a day on which trading banks (as defined in the Banking Act 1959 (Cwlth) are open for business in Victoria and if any day for the payment of money under this Agreement falls on a

Saturday, Sunday or a day on which trading banks (as defined in the

Banking Act 1959 (Cwlth)) are not open for business in Victoria (a

‘Non-Business Day’), the payment will be due on the next day which is not a Non-Business Day;

e. the provisions of this Agreement do not merge or terminate on completion of the transactions contemplated in this Agreement but, to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect (unless otherwise terminated in accordance with this Agreement);

f. no provision of this Agreement shall in any way fetter, restrict, or prevent the exercise by the VSC of discretions, elections or options available to the VSC under legislation which is applicable to the VSC;

g. the obligations of the VSC under this Agreement are at all times subject to the requirements of the Act and, without limitation, to sections 11 and 13 of the Act;

h. this Agreement (including its Schedules and Attachments) constitutes the entire agreement of the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter;

i. defined terms not otherwise defined in this Agreement have the meaning given to them in the Minimum Performance Standards

j. a notice to be given by a party to another party under this Agreement must be :

i. in writing;

ii. directed to the recipient's address specified in this Agreement or as varied by written notice; and

iii. left at or sent by prepaid registered post, hand delivery, email or facsimile to that address;

and is deemed to be duly given on the first to occur of the following

(as applicable):

iv. on the day of delivery by hand;

v. five (5) days after the date of posting by prepaid registered post;

or

vi. if sent by e-mail at the time the sender’s computer acknowledges that the email has been sent; or

vii. if sent by facsimile, at the time the sender’s fax machine records that the facsimile has been delivered to the recipient.

k. if an example is given of anything, such as by saying it includes something else, the example does not limit the scope of that thing;

l. a reference to the VSC includes any duly authorised officer or agent;

m. a reference to the Skills Victoria or the Department of Innovation, Industry and Regional Development includes any duly authorised officer or agent and its successor Government department and all references to the Skills Victoria or the Department of Innovation, Industry and Regional Development will be read and construed as references to the State of Victoria;

n. any waiver of a breach of this Agreement must be in writing signed on behalf of the VSC and is effective only to the extent specifically set out in that waiver;

o. Neither the VSC nor the RTO :

i. is in any way an agent, partner or joint venturer of the other party for any purpose or has any right to hold itself out as such; and

ii. may make any promise, warranty or representation or execute any contract or otherwise deal on behalf of the other party;

p. the RTO must not hold itself out or allow itself to appear as an agent or other representative of the VSC or the State;

q. ‘RPL’ means Recognition of Prior Learning;

r. **“**GST**”** has the same meaning as specified in the GST Law;

s. **“**GST Law**”** means *A New Tax System (Goods and Services Tax) Act 1999* (as amended);

t. **“**Tax Invoice**”** has the same meaning as specified in the GST Law.

20.2. A power, function or discretion of the VSC under this agreement may be exercised by a person authorised by the Deputy Secretary, Skills Victoria or any person authorised by the Deputy Secretary, either generally or in a particular case.

**SCHEDULE 1 - MINIMUM PERFORMANCE STANDARDS**

***Securing Jobs for Your Future* -**

***Skills for Victoria***

**MINIMUM PERFORMANCE STANDARDS 2009**

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**GLOSSARY**

|  |  |
| --- | --- |
| **Terms** | **Explanation** |
| AAB | Apprenticeship Administration Branch of Skills Victoria, which administers the registration of training contracts on behalf of the Victorian Skills Commission (VSC). |
| AAC | Australian Apprenticeship Centre |
| Approved Training  Schemes | An approved training scheme means a training scheme approved under section 5.5.2. of the Education and Training Reform Act 2006. |
| AQF | The Australian Qualifications Framework |
| AQTF 2007 | Australian Quality Training Framework 2007. The current standards for Registered Training Organisations (RTO). See <http://www.training.com.au/portal/site/public/menuitem.91cd>baeb7a2bc0e2cd9ae78617a62dbc/ |
| AVETMISS | Australian Vocational Education and Training Management  Information Statistical Standard. |
| Course Commencement Date | Date of first scheduled training for the first module towards the completion of the qualification in which the student has enrolled. |
| Credit Transfer | Credit given based on documentary evidence of statement of attainment/qualifications. |
| DELTA Database | The DELTA Database records all Apprentices and Trainees in Victoria. All funded RTOs delivering training to Apprentices or Trainees must have access to this database. It is an important source of information about Apprentices or Trainees that have been allocated to your RTO. Access to DELTA is a mandatory requirement for RTOs who receive funding for Apprentices and Trainees. |
| Enquiries | A form in the SVT System for RTOs to complete and submit for any enquiries about Skills for Victoria. Please allow up to three working days for a response. |
| Exceptional  Circumstances | An exceptional circumstance refers to matters that occur rarely and that deviate from the normal course of business; it does not include administrative oversight, nor administrative mistake, nor an ignorance or lack of awareness as to the |

|  |  |
| --- | --- |
| **Terms** | **Explanation** |
|  | requirements. |
| Funding Agreement | The Funding Agreement sets out the terms and conditions under which the VSC will make payments to the RTO for the provision of training services. |
| Funding Source  Code | A code that uniquely identifies the state source of funding for the delivery of a module or unit of competency enrolment. |
| Nominal Hours | Nominal Hours are the anticipated hours of learning or training deemed necessary in order to adequately cover the educational material. These hours are generally specified in the curriculum documentation of courses or the purchasing guides for training package qualifications. For further information about vocational education and training products and services, see <http://www.training.com.au/>. |
| Recognition of Current Competency  (RCC) | RCC applies if a client has previously successfully completed the requirements of a unit of competency or module and is now required to be reassessed to ensure that the competence is being maintained. It is particularly relevant where there is a requirement for an occupational license or ticket in order to practice in the skill area, eg first aid, meat inspection. RCC will not be paid for through Skills for Victoria. |
| Recognition of Prior  Learning (RPL) | RPL is a process through which people can gain entry to, or credit in, recognised courses based on competencies gained. The competencies may have been gained through experience in the workplace, in voluntary work, in social or domestic activities or through informal or formal training. RPL does not include any additional training at the unit of competency or module level. RPL will be paid up to the nominal hours of the module or unit of competency. |
| RTO | Registered Training Organisation |
| SBAT | School-based Apprentice or Trainee. (Also referred to as ASbA – which stands for Australian School-based Apprenticeship and includes Trainees). |
| Scheduled Hours | The hours of teaching activity (including assessment times) that the provider schedules for a module or unit of competency enrolment. The Scheduled Hours will often be the same as the Nominal Hours, however different local |

|  |  |
| --- | --- |
| **Terms** | **Explanation** |
|  | circumstances or delivery types may result in a variation from the nominal curriculum hours. Training organisations are required to provide details of the Scheduled Hours for  each enrolment in each module/unit of competency up to the  Nominal Hours. |
| SDSV link | Statistical Data Submission and Validation link at <http://www.skills.vic.gov.au/corporate/statistics/submit_data/> |
| SMS | Student Management System |
| Structured training: Off-the-job | This is Structured Training and Assessment that the RTO delivers in a formal setting. It is often referred to as ‘trade school’ or ‘block release’. Timetables vary, but may include a day a week or blocks of weeks at a training facility. |
| Structured training: Workplace-based | This is the Structured Training (and assessment) organised to take place in the workplace by the RTO. It takes place when the Apprentice or Trainee is withdrawn from regular work duties. |
| SVT System | Skills Victoria’s IT system for managing contracts with the Victorian Skills Commission for delivery of Government funded training. |
| TOID | Training Organisation Identifier |
| Training Contract | A Training Contract is an agreement signed by the employer and the Apprentice or Trainee (and a parent or guardian if applicable) specifying the type of Apprenticeship or Traineeship that will be undertaken. It details the training obligations of employers and Apprentices or Trainees. It  also contains details on the commencement date for the training, the duration of the training period, at what workplace/ location the Apprentice or Trainee will receive  practical experience, and which Registered Training  Organisation will provide the structured, off-the-job or workplace based training. A Training Contract must be signed within 14 days of the Apprentice or Trainee being employed. |
| Training Contract Commencement Date | The commencement date of the Training Contract for an Apprenticeship or Traineeship is the date on which the contract starts. It is not necessarily the same date on which the Training Contract was signed and/or the date on which |

|  |  |
| --- | --- |
| **Terms** | **Explanation** |
|  | the Training Contract was created on DELTA. |
| Training Package  Qualification | Identifies the title of the training package qualification directly related to the training to be funded, as described at [http://www.ntis.gov.au/?tr](http://www.ntis.gov.au/)ainingpackage/all |
| Training Plan | Training Plans are a mandatory requirement in the provision of Services. |
| VRQA | Victorian Registration and Qualifications Authority |
| VSC | Victorian Skills Commission. Established in July 2007 by the *Education and Training Reform Act 2006*, the Victorian Skills Commission provides advice to Government on post compulsory education and training, provides funding for training and further education, and regulates the apprenticeship and traineeship system. The VSC delegates many of its functions and powers to Skills Victoria. All contracts, accounts and certificates are issued by Skills Victoria under delegation from the VSC. |

**1. THE MINIMUM PERFORMANCE STANDARDS (MPS)**

1.1. The Minimum Performance Standards set out the minimum service requirements of Registered Training Organisations (RTOs) contracted to deliver training to eligible individuals for the Victorian Government initiative *Securing Jobs for Your Future: Skills for Victoria* (the Initiative).

1.2. These Standards are a schedule of and must be read in conjunction with the Funding Agreement.

**2. BACKGROUND**

2.1. Securing Jobs for Your Future – *Skills for Victoria* is a Victorian Government commitment of $316 million over four years to deliver broader and more responsive training options for both individuals and business. The initiative seeks to improve the skills of Victorians by increasing participation in training and raising the profile of qualifications.

2.2. *Securing Jobs for Your Future* will be phased in over four years between

2009 and 2012. The first phase from 1 July 2009 will involve:

- delivery of *Skills for Life – the Victorian Training Guarantee*, incorporating eligible individuals commencing qualifications at AQF level 5 and above and for all eligible individuals receiving training through *Skills for Growth*;

- direct contestable funding between public and private providers, including an enhanced audit regime; and

- revised fees for new enrolments in government subsidised training and further education at all levels; and

- revised rates for new enrolments in government subsidised training and further education at all levels.

**3. GENERAL OBLIGATIONS**

3.1. The RTO must ensure training and assessment is delivered in accordance with the AQTF 2007 and issue recognised qualifications or Statements of Attainment within the RTO’s Scope of Registration according to the requirements of the relevant accredited courses, endorsed national Training Packages and Approved Training Schemes as well as any other guidelines or regulations as required by law.

**Student Management System Requirements**

3.2. An electronic Student Management System that complies with the current Victorian VET Student Statistical Collection Guidelines ([www.skills.vic.gov.au/corporate/statistics/submit\_data](http://www.skills.vic.gov.au/corporate/statistics/submit_data)) must be used by the RTO.

**Requirements of the RTO**

3.3. The RTO must ensure staff supporting delivery of the Services:

- are aware of the RTO’s obligations under the terms and conditions of the Funding Agreement, these Minimum Performance Standards and all relevant laws;

- are aware of the obligations (including those of Employers, Apprentices and Trainees) under approved Training Schemes, Training Contracts and the *Education and Training Reform Act 2006.*

- take responsibility for liaising with Australian Apprenticeship Centres (AACs), Skills Victoria, schools and Apprentices and/or Trainees as required to meet timelines and reporting requirements.

**Skills Victoria Data System Access**

3.4. RTOs are required to access a number of data systems within Skills Victoria. The table below provides a summary of the data systems and the login address.

|  |  |  |  |
| --- | --- | --- | --- |
| **System**  **Name** | **Purpose** | **Login Address** | **Comments** |
| DELTA | Track and complete training contracts. | https://secure.otte.vic.gov. au/deltarto/ | Please use DELTA User ID and Password |
| SVT System | Statistical reporting and claiming for training. | https://secure.otte.vic.gov. au/SVTS | Enter monthly delivery data and claim confirmation. |

**4. PROMOTIONAL MATERIAL**

4.1. In all promotional and other materials (excluding Certificates and Statements of Attainment), the RTO must acknowledge that the Services are provided with funds made available by the Victorian and Commonwealth Governments. For example – “This training is delivered with Victorian and Commonwealth Government funding”.

AQF qualifications issued following the completion of an approved training program must contain on the certificate below the qualification title, the

words “obtained under an approved Victorian Government apprenticeship

(or traineeship) training program”.

4.2. Promotional material encouraging individuals with disabilities to access funded training must be produced and distributed by the RTO where appropriate. This requirement supports the *Equal Opportunity Act 1995* and related laws.

**5. FEES**

5.1. The RTO must apply the Conditions described in the Ministerial Direction About Fees available at [www.skills.vic.gov.au.](http://www.skills.vic.gov.au) ([www.skills.vic.gov.au/corporate/directions/policy\_and\_legislation/ministeri](http://www.skills.vic.gov.au/corporate/directions/policy_and_legislation/ministeri) al\_directions)

5.2. Where the RTO has granted one of the following fee concessions, the

RTO will be reimbursed by the VSC for income foregone:

a. payment of the minimum fee on the basis of clauses 2.2 and 2.3 of the

2009 Ministerial Directions about Fees; or

b. payment of the minimum fee by an Indigenous student under the

Indigenous Completions Initiative.

5.3. Reimbursement is on the basis of AVETMISS data including Scheduled Hours and qualifications for enrolments for which concessions were granted, and data indicating the grounds for the concession.

5.4. In line with clause 7.3 of the 2009 Ministerial Directions about Fees the RTO is required to keep records, including evidence, to support any claim for reimbursement of income foregone as a result of granting fee concessions.

5.5. The reimbursement amount will be calculated on the basis of 80 per cent of the applicable maximum hourly tuition fee, up to the applicable maximum, less the minimum fee. Reimbursement payments will be made in the first quarter of 2010.

5.6. Income foregone on the basis of concessions granted under clause 2.7 of the Ministerial Directions about Fees will not be reimbursed.

**6. ENROLMENT REQUIREMENTS**

6.1. The RTO must complete enrolments in accordance with:

- the AQTF 2007 Standards for RTOs; and

- the Victorian VET Student Statistical Collection Guidelines – refer to [www.skills.vic.gov.au/corporate/statistics/submit\_data](http://www.skills.vic.gov.au/corporate/statistics/submit_data).

6.2. Documentation must be kept to verify any fee concessions or fee exemptions granted.

6.3. The RTO must ensuring that individuals that receive Government subsidised training under *Skills For Victoria* meet the conditions as described in the Executive Memorandum 2009-32 “Eligibility For Government Funded Training From 1 July 2009”.

**Pre-Training Review**

6.4. The RTO must conduct, for each eligible individual, a pre-training review of current competencies including literacy and numeracy skills to

- identify any competencies previously acquired; and

- ascertain that the proposed learning strategies and materials are appropriate for that individual.

6.5. Recognition of Prior Learning must be offered to all individuals upon enrolment and prior to delivery of Structured Training. RTOs must be able to demonstrate that they have processes to encourage the uptake of, and to streamline, the RPL process.

**Skills Victoria Training (SVT) System**

6.6. Upon commencement of an individual’s training, the RTO must upload via the SVT System student statistical data including the following information:

- the proposed commencement of training date;

- the Scheduled Hours for the modules/units of competency identified for

Credit Transfer;

- the number of RPL hours per module/unit of competency up to the nominal hours for the module/unit of competency.

6.7. Accurate student statistical data for the previous month’s training must be submitted to Skills Victoria via the SVT System on or before the last day of each month.

otherwise not continuing training with the RTO, the RTO must, within two weeks of the completion/withdrawal/discontinuation of training, enter:

- the Scheduled Hours for modules/units of competency delivered; and

- the date on which the completion/withdrawal/discontinuation of training occurred.

6.9. In the event that evidence of participation does not support SCHs claimed for any student then the appropriate funding must be returned by updating the module/unit for that student with the actual hours delivered, and uploading the data to the SVT System if the training was in the current year. If the training took place in the previous year, then funding must be returned by making a negative claim in the SVT System.

**Special Requirements for Certificate IV or Diploma of Nursing**

6.10. If the training includes the Certificate IV in Nursing (Enrolled/Division 2 nursing) or the Diploma of Nursing (Enrolled /Division 2 Nursing), delivery must be in accordance with the guidelines and regulations of the Nursing Board of Victoria (NBV), and delivery (including method, mode and location/ facilities) must be approved by the NBV. For more information, refer to the following website: [www.nbv.org.au](http://www.nbv.org.au)

**7. EVIDENCE OF STUDENT PARTICIPATION IN TRAINING**

7.1. All training delivery must be supported by evidence of participation at the unit of competency/module level.

7.2. Evidence of participation for each student in training must be collected and retained by the RTO for audit purposes.

7.3. A module/unit of competency is taken to have been delivered when there is evidence of participation and records are maintained to demonstrate that the training has been delivered in accordance with the Funding Agreement.

**Verification of Clustered Delivery**

7.4. Where, for the purposes of delivery or assessment, units of competency or modules are clustered together the evidence provided must satisfy participation at the unit of competency and module level requested.

**Types of evidence of participation**

7.5. In undertaking an audit of evidence of participation, an auditor would attempt to utilise appropriate recording models adopted by RTOs to assure

delivery level. Documented evidence from the training provider of engagement by the student in the learning activity would need to be authenticated, and must include any one of the following:

a) Evidence of work submitted relating to engagement by the student in the unit of competency or module. The evidence should have recorded on it the following characteristics

- The student name or identifier

- The module / unit of competency name or identifier

- The date the work was completed

*In cases where this information cannot be recorded on the work itself, separate evidence must accompany the work to allow it to be linked to the student, unit/ module and date completed. For example identification of a student identifier and a lesson plan or equivalent detailing how the piece of work covers the module or unit of competency in question, including due dates and milestones*

b) Evidence of work submitted relating to participation by the student in the unit of competency or module. OR

c) Instructor notes based on personal interviews, telephone, e-mail, or other communication modes on the engagement of the Apprentice or Trainee in learning activity of the unit of competency or module. OR

d) Provision of an endorsed attendance roll: A provider endorsed attendance roll may be maintained for more traditional modes such as class based delivery. This is deemed adequate to satisfy the minimum participation criterion in the unit of competency or module enrolment. This will be sufficient provided it can be shown that the actual unit of competency or module was delivered at the point at which the student is marked on the roll. OR

e) Documentation that provides evidence of assessment: The documentation can either be a secure paper based document or electronic record that indicates an actual result consistent with assessment or an assessment record that supports Apprentice / Trainee activity in the unit of competence or module. All results should be supported by trainer/assessor endorsed documentation such as the Training Plan, trainer’s record book, diary, the actual assessment or similar record which confirms delivery to the individual student. OR

f) Login and engagement with learning activity required for the unit of competency or module:

unit of competency or module) in which they are enrolled, the login record

demonstrating on-line engagement with the learning activity will constitute evidence of engagement. OR

g) In flexible and distance modes of learning, records of staff/student engagement with learning activity at a unit of competency or module level that indicates the student has commenced working on the learning materials received. OR

h) In the event that exceptional circumstances prevent the provision of any of the evidence detailed above in points a – g, staff directly associated with the training delivery that are authorised by the provider may attest participation in the unit of competency or module in question. In all such cases the staff member is required to submit and sign a statement affirming their evidence. This statement will need to include a full explanation of the reasons why documented evidence of participation is not available and a signed and dated statement containing a full explanation of evidence being provided and affirmed.

It should be noted that a signed document merely stating that participation within the unit or module has occurred would not be accepted as evidence of participation.

Participation in VCE units 3 & 4

7.6. VCE Units 3 & 4 must be reported on AVETMISS as individual units of study, for example, “Unit 3 Economics” Code ECO33 and “Unit 4

Economics” Code ECO34. Where a student withdraws after commencing

Unit 3, the provider will also need to withdraw the student from Unit 4, as both units must be delivered sequentially. In this instance the student would be considered to have participated only in Unit 3, but not Unit 4 as there was no attendance or participation.

7.7. Where withdrawal is prior to May 1st, the student will be automatically withdrawn from both Units 3 and 4.

7.8. Where a student ceases to participate after May 1st they must be recorded as a Code 30 Assessable Enrolment – Competency Not Achieved / Fail for Unit 3. They must also be separately withdrawn from Unit 4.

7.9. Where a student completes Unit 3, they may be withdrawn from Unit 4, up to July 10, after which time they must be recorded as a Code 30

Assessable Enrolment – Competency Not Achieved / Fail.

8.1. An individual who is eligible for a government supported place and is not an Apprentice or Trainee must be reported as described in the 2009

Victorian VET Student Statistical Collection Guidelines.

**Training Plan requirements for eligible individuals not under a training contract**

8.2. A Training Plan documents detailed information on training and assessment to a group of students (collective Training Plan) or an individual student whose training is funded under this agreement.

8.3. The Training Plan must be agreed by the RTO, the employer (if applicable)

and the group of students or individual student.

8.4. This information ensures that both the RTO and the group of students or the individual student are making informed decisions about the services required and the respective obligations in the delivery of these services. The Training Plan provides details of the arrangements.

8.5. The RTO must record the Scheduled Hours specified on Training Plan in their organisation’s Student Management System (SMS) and upload via the SVT System.

8.6. The Training Plan must be signed by the RTO and the group of students or the individual student, and a copy of the signed Training Plan must be provided to each student.

8.7. The Training Plan must be consistent with the qualification to be attained and customised, as required, for the needs of the group of students or the individual student, including the needs identified in the Pre-Training Review.

8.8. The Training Plan should include, at least:

- name and contact details of the RTO (and employer if applicable);

- title of qualification;

- competencies/modules to be obtained;

- Nominal Hours for competencies to be obtained;

- Scheduled Hours for achieving competencies;

- time frame for achieving competencies;

- delivery modes to be used;

- training to be undertaken;

- assessment details and arrangements;

- party/ies responsible for the delivery and/or assessment of each competency;

- details (when, how & how much) of the time allocated outside routine work duties for structured training;

- record of RPL and Credit Transfer hours granted;

**9. APPRENTICES AND TRAINEES**

9.1. An individual who is eligible for a government supported place through *Securing Jobs for Your Future: Skills for Victoria* as an apprentice or trainee must be:

- an apprentice or trainee within the meaning of the *Education and Training*

*Reform Act 2006*; and

- a signatory to a Training Contract with their employer which is registered with the VSC; and

- employed in Victoria in either a full time or part time capacity (refer to table on page 24) under an award or registered agreement, and

- involved in paid work and Structured Training, either workplace based or off-the job; and

- undertaking a training scheme approved by the VSC; and

- a signatory, jointly with the employer and RTO, to the Training Plan.

Note: If more than three months elapses between the date of commencement of the Training Contract for the Apprenticeship or Traineeship and the start of Structured Training, then the Apprentice or Trainee is not eligible for funding under *Securing Jobs for Your Future: Skills for Victoria*.

9.2. An Apprentice or Trainee is a person whom an employer has undertaken to train under a Training Contract in accordance with the *Education Training Reform Act 2006*. Whether a person is an Apprentice or a Trainee depends on how the qualification is designated in the relevant Approved Training Scheme accessed through the SVT System at https://secure.otte.vic.gov.au/svts

9.3. The signed Training Contract must be lodged with an Australian Apprenticeships Centre (AAC). When the RTO is nominated as the training provider, the details for the Apprentice or Trainee are lodged by an AAC and registered on Skills Victoria’s DELTA database. The RTO must have access to DELTA and should also check it regularly.

9.4. RTOs must register to use DELTA by completing the Conditions of Use form. Please contact the DELTA Database Manager for a copy of the Conditions of Use form:

DELTA Database Manager

Skills Victoria

Department of Innovation, Industry and Regional Development (DIIRD) PO Box 266

Melbourne 3001

Fax: 03 9637 3220.

**Approved Training Schemes**

9.5. The RTO must enter and update information on the SVT System regarding the Approved Training Schemes that the RTO intends to deliver. Information to be updated includes the name of the course/qualification, delivery location(s) and contact details.

9.6. The information lodged will, at the discretion of the VSC, be made available to the public via the SVT System and in the Apprenticeship or Traineeship Employer Information on the Skills Victoria website at https://secure.otte.vic.gov.au/svts

**Training Plan Requirements for Apprentices and Trainees**

9.7. The Training Plan is developed by the RTO, together with the employer, and Apprentice or Trainee and should be consistent with the qualification to be obtained and customised (as required) consistent with the outcome of the Pre-Training Review. The Training Plan lists all the training (both the Structured Training provided by the RTO and the practical experience in the occupation provided by the employer) that will be delivered during the Apprenticeship or Traineeship. A copy of the Training Plan signed by all parties must be provided to all parties (including the school if a School- based Apprentice or Trainee).

9.8. A Training Plan must include all of the following:-

- name and contact details of the RTO (and employer if applicable);

- title of qualification;

- competencies/modules to be obtained;

- Nominal Hours for competencies to be obtained;

- Scheduled Hours for achieving competencies;

- time frame for achieving competencies;

- delivery modes to be used;

- training to be undertaken;

- assessment details and arrangements;

- party/ies responsible for the delivery and/or assessment of each competency;

- details (when, how & how much) of the time allocated outside routine work duties for structured training;

- record of RPL and Credit Transfer hours granted;

- signatures (including date of signature) of the RTO representative, employer and Apprentice or Trainee (School-based Apprentice and Trainee also require the signature of the school’s representative); and

- any other specific requirements to be met in accordance with the

Training Contract or the Approved Training Scheme.

9.9. Sample Training Plans are provided at the following web address:<http://www.skills.vic.gov.au/corporate/publications/brochures_and_fact_she> ets/training-plans.

Details of Training Packages and Victorian Implementation Guides are available at [http://trainingsupport.otte.vic.gov.au/default.cfm.](http://trainingsupport.otte.vic.gov.au/default.cfm)

9.10. The RTO is responsible for obtaining the consent (dated signatures) of the RTO’s representative, employer, and Apprentice or Trainee to the Training Plan within three months (two months for SBATs) of the commencement date of the Training Contract for the Apprenticeship or Traineeship.

**Commencement of Structured Training**

9.11. An Apprentice or Trainee is taken to have commenced Structured Training when:

- a Training Contract has been signed by the Apprentice or Trainee and the employer in accordance with the Act; and

- Credit Transfer and RPL hours have been identified; and

- the Training Plan has been prepared and accepted (with signatures) by the Apprentice or Trainee, employer and RTO (and school for a School- based Apprentice or Trainee); and

- an enrolment has been completed; and

- student fees have been levied in accordance with the Conditions as to Fees for 2009 as published on the SVT System at https://secure.otte.vic.gov.au/svts; and

- there is evidence of participation for at least one module/unit of competence; and

- where training is delivered in the workplace, the trainer has met with the workplace supervisor of the Apprentice or Trainee.

9.12. RTOs are advised not to commence Structured Training before:

- the commencement date of the Training Contract; and

- completion of the Training Plan; and

- creation of the DELTA record.

9.13. Prior to the commencement of Structured Training, it is the RTO’s responsibility to:

- ensure that the Apprentice or Trainee is eligible for funding under

Securing Jobs for Your Future – *Skills for Victoria*.

- immediately notify the AAC if the qualification on DELTA is not appropriate or relevant to the Apprentice’s or Trainee’s work duties, and request that the employer and Apprentice or Trainee vary the Training Contract.

9.14. The RTO must commence Structured Training within three months of the commencement date of the Training Contract for an Apprenticeship or Traineeship.

The RTO accepts full responsibility for the Structured Training by ensuring the employer, Apprentice or Trainee, RTO representative and (if required) school representative give their consent (via dated signatures) to the Training Plan, ideally within two months of the registration of the Training Contract on DELTA. Training should begin within the next month.

**Unemployment of an Apprentice or Trainee**

9.15. An RTO must continue Structured Training, under Funding Source Code L or LSG, of an Apprentice or Trainee who becomes unemployed before completing the qualification named on the Training Contract.

9.16. An **Apprentice** may continue to receive training toward the qualification named on the Training Contract, subject to tuition fees being paid, until completion of the qualification; and

9.17. A **Trainee** may continue to receive training towards the qualification named on the Training Contract for three months, or to the end of the enrolment period for which the Trainee’s tuition fees have been paid, whichever is the greater.

9.18. Should 9:16 and 9:17 create undue hardship on the RTO then written consent to vary the requirements may be sought. Consideration will be given to the request.

9.19. If an Apprentice or Trainee completes the Structured Training whilst unemployed the qualification can be issued upon the completion of the Structured Training but the words “obtained under an approved Apprenticeship or Traineeship training scheme” must be omitted from the certificate.

**RTO Responsibilities for other changes**

9.20. The RTO must notify an AAC within two weeks if an Apprentice or Trainee withdraws from training, transfers to another RTO, changes address, changes employer or there is a change of employer’s address.

9.21. The RTO must report to the Manager, Skills Victoria Apprenticeship Administration Branch or/and Apprenticeship Field Officer, within two weeks, situations where absences by Apprentices or Trainees have the potential to effect successful training outcomes (after making an effort to contact the employer and ascertain the situation).

9.22. The RTO must notify an AAC and Skills Victoria within a day of becoming aware of the death of an Apprentice or Trainee.

**Structured Training Requirements**

Structured training may be delivered by RTO training staff in two ways (or a combination of both):

9.23. Off-the-job training Structured Training is training the RTO training staff delivers at the RTO’s training facility. It is often referred to as trade school, block release or on-campus training. Timetables vary but may include a day a week or blocks of weeks at the RTO’s training facility.

9.24. Workplace based Structured Training refers to training that is conducted by RTO training staff at the Apprentice’s or Trainee’s workplace. The Apprentice or Trainee must be withdrawn from regular work duties in order to participate in the training.

**Workplace based Structured Training Minimum Compliance Standards**

For competencies where the training and assessment is undertaken in the apprentice’s/trainee’s work environment, the RTO must make provision for:

9.25. An induction visit by RTO training staff prior to the commencement of training to meet with the workplace supervisor and Apprentice or Trainee to:

- outline the supervisor’s responsibilities; and

- outline the purpose of the ensuing face-to-face visits; and

- outline the key features of the Training Plan; and

- sign off the Training Plan with the supervisor/employer.

9.26. A further four (4) face to face visits per training year by RTO training staff verified by the signature of the employer/workplace supervisor and Apprentice or Trainee and dated. During the course of the face to face visits, the RTO’s training staff will:

- meet with the Apprentice or Trainee external from their direct work environment to discuss progress in relation to the Training Plan; and

- deliver training consistent with the delivery and assessment strategy and in accordance with the Training Plan; and

- document the training provided in reference to the competencies.

9.27. A minimum number of visits determined on a pro rata basis for part time Apprenticeships or Traineeships or where only a proportion of the approved training scheme is delivered and assessed in the workplace as follows:

- 1 visit if 25% or less of the nominal SCHs of the qualification;

- 2 visits for 25% - 50% of the nominal SCHs of the qualification,

- 3 visits for 50 - 75% of nominal SCHs of the qualification,

- 4 visits for more than 75% of the nominal SCHs of the qualification;

**Withdrawal time from routine work duties for Workplace based Structured**

**Training**

9.28. The RTO must ensure that for:

- AQF levels 3 and above:

• all Apprentices or Trainees are withdrawn from routine work duties for a minimum of three hours per week, averaged over a four week cycle for the purpose of undertaking Structured Training (pro rata for part-time Trainees and only for the duration of competencies delivered and assessed in the workplace if the training program combines on campus and workplace delivery).

- AQF levels 1 and 2:

• all Apprentices or Trainees are withdrawn from routine work duties for a minimum of 1.5 hours per week averaged over an eight week cycle for the purpose of undertaking Structured Training (pro rata for part time Trainees and only for the duration of competencies delivered and assessed in the workplace if the training program combines on campus and workplace delivery).

*Note: A maximum of 40 hours of the annual withdrawn time may be delivered as one or more blocks within the first three months of training at all AQF levels. This training should focus on compliance and regulatory units and generic skills.*

9.29. Where an employer/supervisor is not allowing the Apprentice or Trainee to be withdrawn from routine work duties for the applicable minimum specified time and if initial consultation with the employer/supervisor does not resolve the issue the RTO must report, within 10 (ten) working days, the non-compliance to the Manager of the Skills Victoria’s Apprenticeship Administration Branch.

**Monthly contact with Apprentice or Trainee for Workplace based Structured**

**Training**

9.30. The RTO training staff must make monthly contact by either e-mail, fax or phone with both the Apprentice or Trainee and the workplace supervisor to:

- monitor the progress of training against the Training Plan;

- document the training/learning activities undertaken during the withdrawal time for the previous month; and

- record the dates and time periods the Apprentice or Trainee logged as withdrawal time in the previous month.

**Special requirements for engineering Apprentices and Trainees**

9.31. For engineering sector Apprentices and Trainees the RTO must:

- notify the employer immediately, in writing, when an Apprentice or Trainee attains any point of progression linked to the competency based wages system;

- make a minimum of four contacts per year with the employer to discuss progress and obtain employer confirmation in writing on the Training Plan that they agree with any RTO assessments of competency (if the employer is a GTO, final confirmation must be from both the GTO and host employer).

- obtain employer confirmation in writing on the Training Plan that they agree with any RTO assessments of competency which have occurred since the last visit (if the employer is a Group Training Organisation (GTO), final confirmation prior to completion must be from the GTO, not only the host employer).

- issue the AQF qualification only when:

• all competencies of the structured training have been achieved; and

• the employer has confirmed in writing on the Training Plan that they agree with the RTO’s assessment of competency (if the employer is a Group Training Organisation (GTO), final confirmation prior to completion must be from the GTO, not only the host employer).

- Notify Australian Apprenticeship Centres, update DELTA to “complete” and enter actual completion date within two weeks of completion of contract.

**Special requirements for School-based Apprentices and Trainees (SBATs)**

9.32. If the Apprentice or Trainee is undertaking the training as part of a School- based Apprenticeship or Traineeship, the RTO must make contact with the secondary school to initiate completion of a Training Plan. The Training Plan must be signed by an authorised representative of the Apprentice’s or Trainee’s school within two months of the commencement date of the Training Contract.

9.33. If there is a delay of longer than two months in a Training Plan being endorsed by all parties including the school, the contract should be registered as “part-time attending school” rather than as a School-based Apprentice or Trainee. This will enable RTOs to commence delivery of the training to the student. The DELTA record can be changed back from part- time attending school (PTAS) to School-based (SBAT) once the signed Training Plan is submitted to the AAC.

9.34. The RTO must supply a copy of the signed Training Plan to all signatories including the school). A copy of the Training Plan must be provided to the AAC within two months of commencement of the Training Contract.

9.35. The RTO must arrange for the school to be a signatory to any substantial amendment to the Training Plan.

**School-based Apprentice and Trainee Reporting Requirements**

9.36. If an Apprentice or Trainee is undertaking the training as part of a School- based Apprenticeship or Traineeship, the RTO must ensure:

- the Training Plan is also signed by an authorised representative of the School-based Apprentice or Trainee’s school within two months of the signing of the Training Contract; and

- a copy of the completed (signed) Training Plan is provided to the relevant AAC; and

- in consultation with the School-based Apprentice or Trainee’s school, School-based Apprentice or Trainee’s results are reported in a timely manner for the school to enter results on the VASS system; and

- schools are informed when there are amendments to the Training Plan (this allows School-based Apprentice or Trainee to receive full credit in their VCE or VCAL).

**Details of Part-time and School-based Apprentices and Trainees**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Part Time Apprenticeship and Traineeship** | | | | | | **School-based Apprenticeships and Traineeships (SBATs)** | |
| **Not Fully Workplace Based** | **Minimum hours of employment** | **Non School Student** | | **School Student** | | **School Student** | |
| 13 | | 13 | | 13 | |
| **Employment** | **Training** | **Employment** | **Training** | **Employment** | **Training** |
| 7 | 6 | 7 | 6 | 7 | 6 |
| **Averaged**  **Cycle** | 1, 2 or 4 weeks | | 3 periods of 4 months per year | | 3 periods of 4 months per year | |
| For part time apprenticeships and traineeships which are not fully workplace based, the requirements of the Commission’s part time apprenticeships and traineeships policy shall apply. This requires that there be a minimum of 7 hours per week of employment and a minimum of six hours per week of structured training. This may be averaged over 1, 2 or 4 week cycles unless the apprentice or trainee is also a school student undertaking the apprenticeship or traineeship outside school hours in which case it may be averaged over three periods of four months in each year of the program. | | | | | In order for a training contract to be registered as a school-based apprenticeship or traineeship (SBAT), the Commission requires that there be a minimum of seven hours per week of employment and a minimum of six hours per week of structured training which may be averaged over three periods of four months in each year of the program.  However, if the training program is fully workplace based, the Commission’s standards for workplace based training shall apply (see below).  Additionally, a school representative is required to sign the training plan and that plan should be submitted within two months of the training contract commencing. At least one day per week must be timetabled to be spent on the job or in training during the normal school week. | |
| **Fully Workplace Based** | The minimum hours of employment are 13 hours per week.  All apprentices/trainees undertaking workplace training at AQF levels 1 and 2 must be withdrawn from routine work duties for a minimum of 1.5 hours per week (pro rata for part time apprentices/trainees with a minimum of one half hour), averaged over a two month cycle for the purpose of undertaking structured training/learning activities. This release must occur periodically.  Where the qualification is at Certificate III or above, apprentices/trainees must be withdrawn from routine work duties for a minimum of three hours per week (pro rata for part time apprentices/trainees with a minimum of one hour) for planned training, averaged over a four week cycle.  The training undertaken during the period of release must include a focus on the compliance and regulatory units and the units concentrating on  generic skills. Up to 40 hours of this training may be transferred, to be delivered in one or more blocks during the first three months of the training program. | | | | | | |

The policy applies to all students who will be substantively commencing programs in 2009 irrespective of when the training contract is signed and irrespective of

whether some amount of training delivery and/or employment, occurs prior to January 2009.

2009, 2010 Apprenticeship Traineeship Training Program Minimum Performance Standards 22

**RTO Requirements when training is complete**

9.37. The RTO must, on completion of training:

- issue the qualification to Trainees when all competencies of the structured training have been achieved and the employer has returned a written sign-off of the trainee’s competence as an employee in the workplace (if the employer is a Group Training Company (GTC), sign-off must be from the GTC, not the host employer);

- issue the recognised qualification to Apprentices when all competencies necessary for the completion of the approved training scheme have been achieved;

- report the completion of the qualification in the DELTA data base within two weeks of completion; and

- enter the Training Contract completion date in the DELTA database. If the RTO does not record a completion date in DELTA by the Nominal End Date, the final Scheduled Hours will not be paid until the completion date is recorded.

*Notes:*

• *It is the RTO’s responsibility to ensure follow-up with the employer to obtain signed confirmation of on-the-job training; and*

• AQF qualifications issued following the completion of an approved training program must contain on the certificate below the qualification title, the words “obtained under an approved Victorian Government apprenticeship (or traineeship) training program”

**Other Training Requirements**

9.38. The RTO must, during the course of delivering the training:

- monitor and record training progress against the Training Plan, at least, monthly;

- report the delivery of Nominal or Scheduled Hours (whichever is the lesser) for all Apprentices or Trainees (delivery of the Scheduled Hours must be supported by evidence of participation);

- document and provide support services and appropriate assistance to students with special learning or employment needs in accordance with the results of the Pre-Training Review, and as required by the student;

- advise the Apprentice or Trainee and his/her employer, that an application for an extension to the term of the Training Contract must be made if they are unable to complete the Structured Training prior to the

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nominal completion date of the Training Contract (this application should be lodged via the relevant AAC); and

- make all reasonable provisions for the Apprentices or Trainees to achieve all competencies required for the Structured Training identified in the approved training scheme within the term of the Training Contract.

*Note: The Apprentice or Trainee can not be charged additional fees for any additional training undertaken for the purpose of obtaining the qualification identified in the Training Contract.*

*Any modules/units of competencies not completed within the term of the Training Contract may be completed after the Training Contract has expired as a fee for service arrangement. Alternatively, the Employer and Apprentice/Trainee may apply to the Apprenticeship Administration Branch to extend the term of the Training Contract.*

**10. REPORTING**

**Statistical Data Collection Requirements**

10.1. RTOs are required to provide regular, year-to-date training activity data files to Skills Victoria for the purpose of government funding and reporting. These data returns must be submitted at least monthly and will be validated prior to payment. The data must be entered via the RTO’s Student Management System in compliance with the 2009 Victorian VET Student Statistical Collection Guidelines and should report training activity and training outputs, including “Qualifications Completed” and “Student Postal Details” files [www.skills.vic.gov.au/corporate/statistics/submit\_data](http://www.skills.vic.gov.au/corporate/statistics/submit_data)

10.2. In addition to updating student statistical data on a monthly basis for the purpose of making claims, the RTO must enter training activity data for statistical purposes at the end of the year. The data must be entered via the RTO’s Student Management System in compliance with the current AVETMISS Student Statistical Data Collection Guidelines at<http://www.skills.vic.gov.au/corporate/statistics/submit_data>and should report training activity and training outputs, including “Qualifications Completed” and “Client Postal Details” files. The final data submission must include training activity for the calendar year to 31 December 2009 by

31 December 2009. Note that this is the final date for reporting data and no changes can be made to data after this date.

**Training Completion Reporting Requirements**

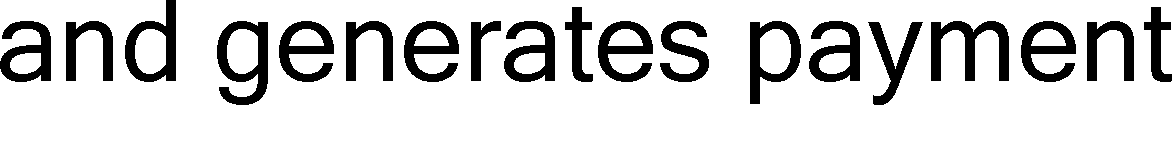
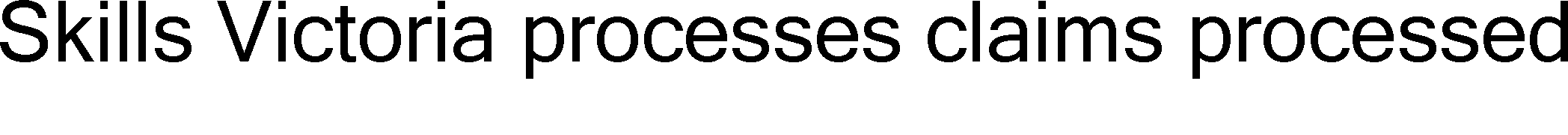
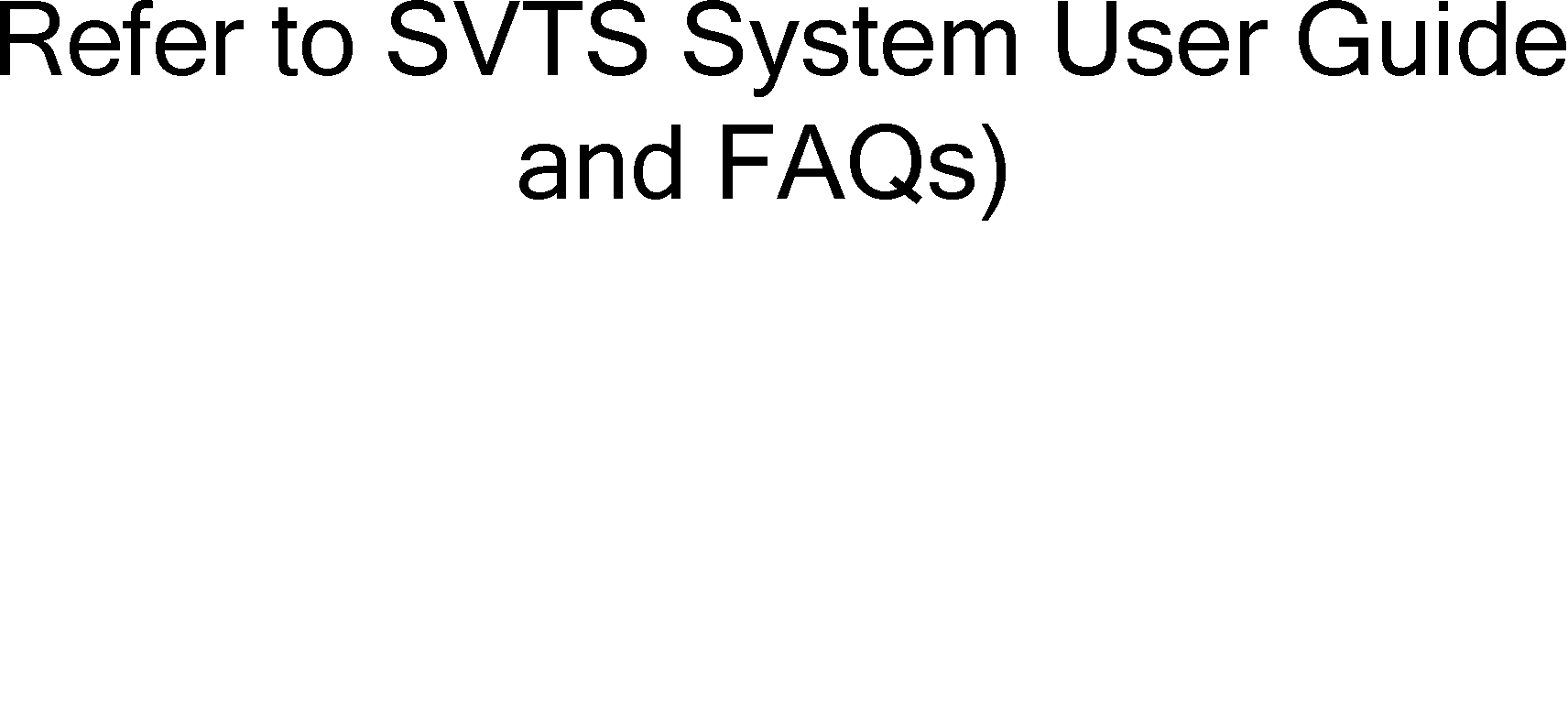
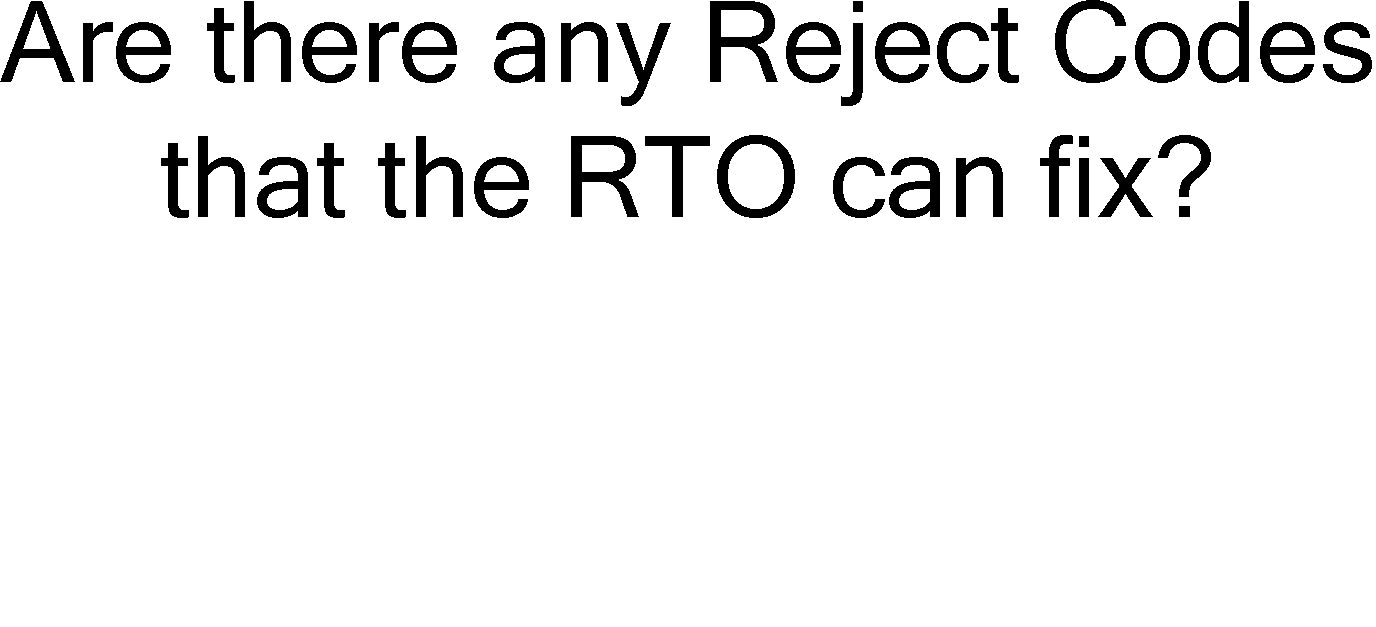
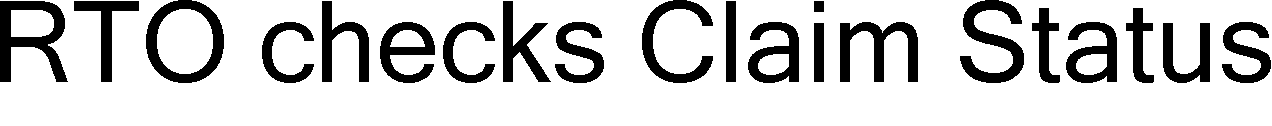
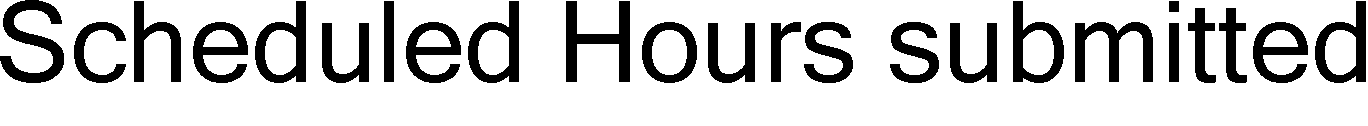
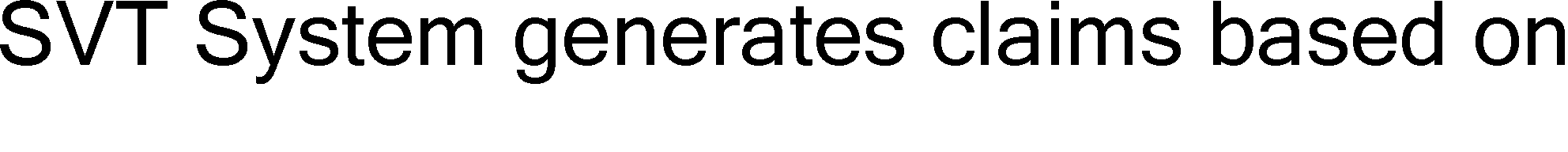
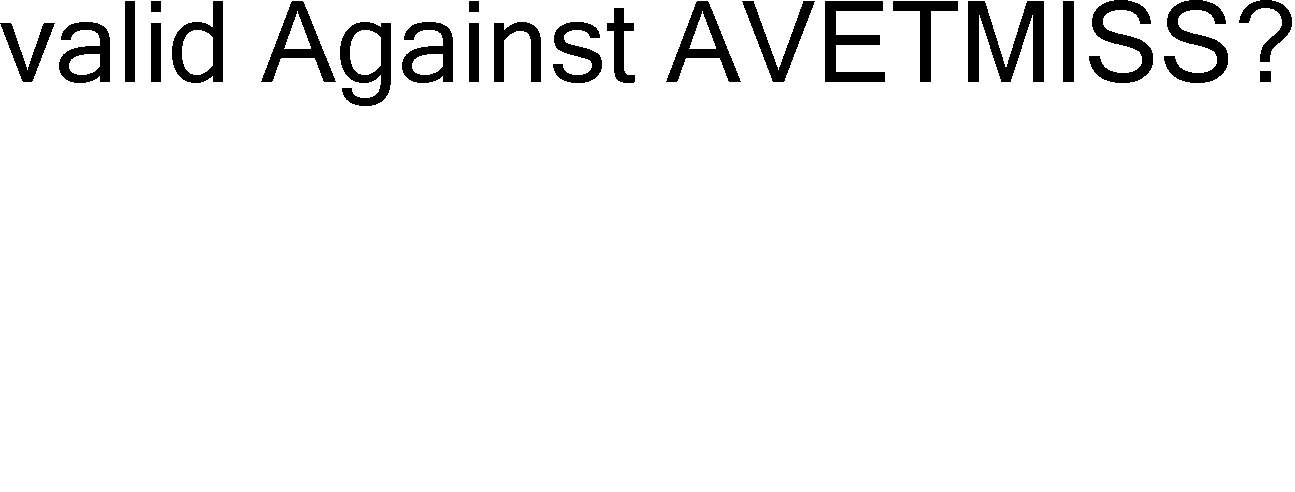
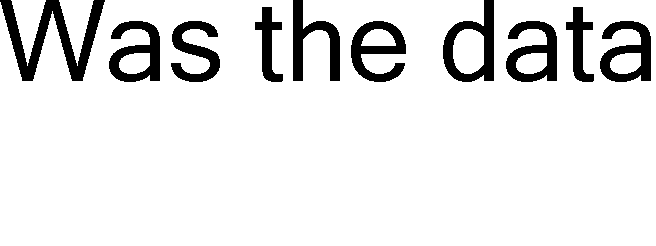
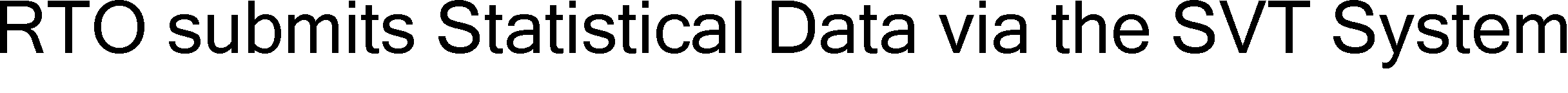
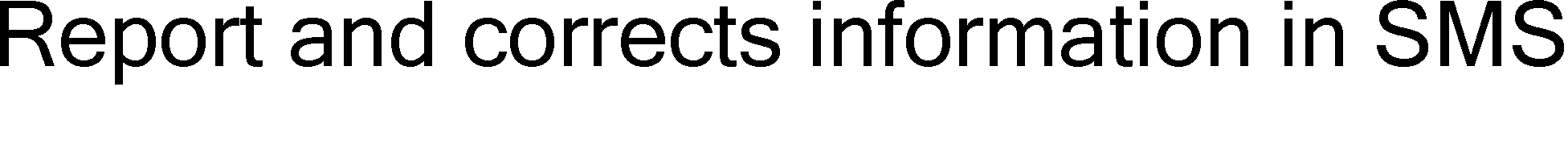
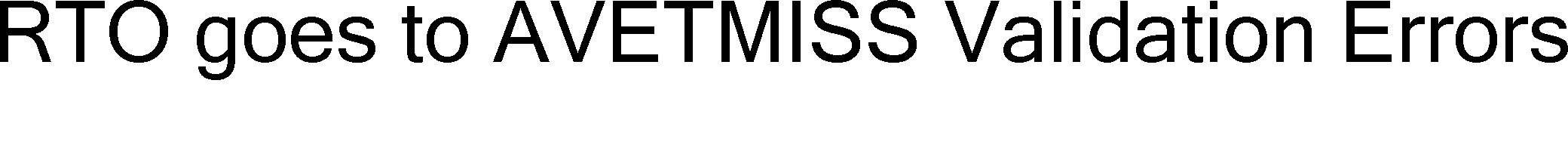
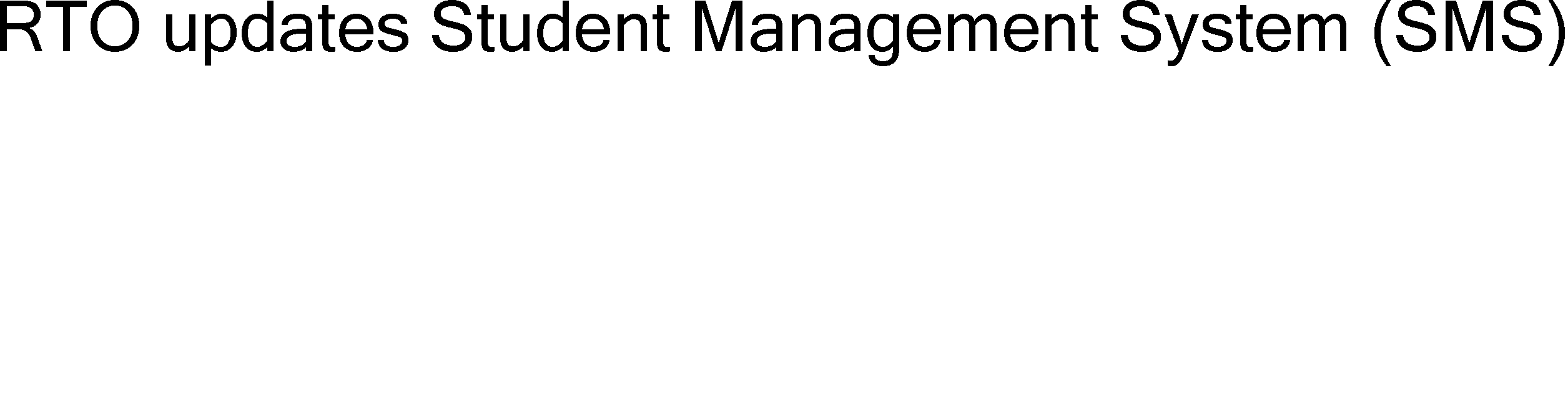
10.3. On the completion of training, the RTO must within two weeks of the qualification being attained, update the DELTA database with the completion date.

**Funding Source Codes**

10.4. Funding Source Codes are used to identify an individual as they relate to the relevant funding source. The following funding source codes must be used when entering data for every eligible individual.

|  |  |
| --- | --- |
| **State Funding**  **Source Code** | **Student cohort** |
| P | General (non Apprentice/Trainee) |
| L | Apprentice/Trainee |
| PSG | Skills for Growth – General (non Apprentice/Trainee) |
| LSG | Skills for Growth – Apprentice or Trainee |
| Z35 | Skills Store RPL assessment – Government funded |

**SVT System Data Upload, Validation and Claiming Flow Chart**



**11. HELP**

11.1. The items below can help you understand the Minimum Performance

Standards.

- The Securing Jobs for Your Future – *Skills for Victoria* Funding

Agreement;

- Enquiry forms at https://secure.otte.vic.gov.au/SVTS2/;

- Face to face information sessions are provided by Skills Victoria;

- FAQs can be accessed by logging onto the SVT System; and

- Apprenticeship Field Officers (AFOs) can explain the obligations and requirements of Apprenticeships and Traineeships in accordance with the *Education and Training Reform Act 2006*. Information is available at [www.skills.vic.gov.au/apprentices/contact\_AFO](http://www.skills.vic.gov.au/apprentices/contact_AFO)

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**12. RESOURCES**

|  |  |  |
| --- | --- | --- |
| 2009 Ministerial Directions about Fees |  | https://secure.otte.vic.gov.au/gftp/Tims/RFA/2009/MTA/Resources/2  009MDF.pdf |
| 2009 Victorian VET Student Statistical Collection Guidelines |  | [www.skills.vic.gov.au/](http://www.skills.vic.gov.au/) data/assets/pdf\_file/0006/45168/Skills\_Victo ria\_2009\_Statistical\_Data\_Guidelines.pdf |
| Apprenticeship Field  Officers | AFO | [www.skills.vic.gov.au/apprentices/contact\_AFO](http://www.skills.vic.gov.au/apprentices/contact_AFO) |
| Australian Apprenticeship  Centres | AAC | [www.australianapprenticeships.gov.au/](http://www.australianapprenticeships.gov.au/) |
| Australian Quality Training  Framework | AQTF | [www.training.com.au/portal/site/public/menuitem.91cdbaeb7a2bc0e2](http://www.training.com.au/portal/site/public/menuitem.91cdbaeb7a2bc0e2) cd9ae78617a62dbc/ |
| Course Accreditation |  | [www.vrqa.vic.gov.au/](http://www.vrqa.vic.gov.au/) |
| Curriculum Maintenance  Managers | CMM | <http://trainingsupport.otte.vic.gov.au/cmminf.cfm> |
| Group Training Association | GTA | [www.gtaltd.com.au/](http://www.gtaltd.com.au/) |
| Industry Bodies including  Industry Training Boards |  | [www.skills.vic.gov.au/corporate/programs\_and\_initiatives/industry\_b](http://www.skills.vic.gov.au/corporate/programs_and_initiatives/industry_b) odies |
| National Training  Information Service | NTIS | [www.ntis.gov.au/](http://www.ntis.gov.au/) |
| Nursing Board of Victoria | NBV | [www.nbv.org.au](http://www.nbv.org.au) |
| Purchasing Guides |  | <http://trainingsupport.otte.vic.gov.au/default.cfm> |
| Securing Jobs for Your Future: *Skills for Victoria* Policy |  | [www.skills.vic.gov.au/corporate/directions/skillsreform](http://www.skills.vic.gov.au/corporate/directions/skillsreform) |
| Skills Victoria Corporate website |  | [www.skills.vic.gov.au/corporate](http://www.skills.vic.gov.au/corporate) |
| Skills Victoria website |  | [www.skills.vic.gov.au/](http://www.skills.vic.gov.au/) |
| SVT System User Guide | SVT | TBA |
| TAFE Institutes |  | [www.skills.vic.gov.au/tafe\_students/tafe\_locations/](http://www.skills.vic.gov.au/tafe_students/tafe_locations/) |
| Training Plans |  | [www.skills.vic.gov.au/corporate/publications/brochures\_and\_fact\_sh](http://www.skills.vic.gov.au/corporate/publications/brochures_and_fact_sh) eets/training-plans |
| Victorian Registration and  Qualifications Authority | VRQA | [www.vrqa.vic.gov.au/](http://www.vrqa.vic.gov.au/) |

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**Apprenticeship Traineeship Delivery**

**Task Responsibility**

**Delivery of**

All parties sign Training Contract (within 14 days of employing Apprentice or

**AAC**

Trainee); nominate RTO. **AAC**

Take note of commencement date of Training Contract.

**Comments**

Structured Training must start within three months of commencement date of Training Contract otherwise student is ineligible for funding*. If School-based, and Training Plan is*

*If School-based, Training Contract cannot be registered until completed Training Plan is*

*be registered as “Part-time attending school.”*

**T** *given to AAC.*

**H** Create record for DELTA.

**Employer & Apprentice or Trainee**

*not completed in two months, the contract will*

Employer approval process for new Employers – Statutory declaration required. Training Contract needs to be approved by AAB.

**R Start of RTO responsibilities**

**E E**

**M O N T H S**

**Structured Training as in Training Plan**

Check details on DELTA for eligibility for ATTP funding.

Conduct pre-training interview, identify CT, RPL, RCC and literacy/ numeracy needs.

Develop customised Training Plan with Scheduled Hours. Training Plan must be signed and copied to all parties.

Record Scheduled Hours from Training Plan into Student Management System.

Start Structured Training within three months of date of commencement of Training Contract, otherwise Apprentice or Trainee is not eligible for funding \*.

Submit student statistical data via SDSV link, monthly.

Update Scheduled Hours in Student Management System if and when changes occur, and submit via SDSV link.

**RTO**

**RTO, Employer**

**& Apprentice or**

**Trainee**

**RTO Enrolment**

**RT0**

**RTO**

**RTO**

Check DELTA weekly for new Apprentices or Trainees, and their eligibility for funding.

Identify Credit Transfer, RPL, and RCC. Assess literacy and numeracy needs.

Structured Training **should not commence before** the commencement date of the Training Contract, or completion of the Training Plan or creation of DELTA record.

Apply fees and charges policy. Keep evidence.

Submit student statistical data via Statistical Data Submission and Validation when Training Plan has been recorded.

Record delivery of Scheduled Hours. Maintain evidence of participation in each module/unit of competency undertaken by the Apprentice or Trainee.

Confirm training has been delivered in

SVTS.

**TWO WEEKS**

Issue qualification. Must

contain on the certificate below the qualification title, the words “*obtained under an approved Victorian Government apprenticeship (or traineeship) training scheme*”.

Update DELTA and enter a completion date.

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**Training completed**

**RTO**

If the RTO does not record a completion date in DELTA by the Nominal End Date, the final Scheduled Hours will not be paid until such time as a completion date is recorded.

*\*other than in Exceptional Circumstances - an exceptional circumstance refers to matters that occur rarely and that deviate from the normal course of business; it does not include administrative over-sight, nor administrative mistake, nor an ignorance or lack of awareness as to the requirements. Make contact through the GFTP Enquiry Form if there are Exceptional Circumstances.*