

**2012 Service Agreement
Skills for Victoria Program
For RTOs with an Agreement
Commencement Date
between 1 January 2012 and 30 June 2012**

BETWEEN Victorian Skills Commission
(the Commission)
89 290 258 378

2 Treasury Place
East Melbourne VIC 3002

AND Registered Training Organisation (the RTO)

VERSION	DATE	COMMENTS
2012 Version 1.0	October 2011	Draft as posted with EOI
2012 Version 1.1	November 2011	Final as contracted
2012 Version 1.2	June 2012	Incorporating changes from SAN 2012-15, SAN 2012-11, SAN 2012-10, SAN 2012-09, SAN 2012-04 & SAN 2012-03

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BACKGROUND TO THIS AGREEMENT

- A. The Commission was established under the *Vocational Education and Training Act 1990 (Vic)* and continues in operation under and subject to the *Education and Training Reform Act 2006 (Act)*. The functions of the Commission are set out in section 3.1.2(1) of the Act, and include to provide for the delivery of vocational education and training (VET) in Victoria by registered education and training organisations and the provision of further education in TAFE institutes.
- B. The Act was amended in 2010 by the *Education and Training Reform (Skills) Act 2010 (Amending Act)*. The Amending Act inserted a new section 1.2.2(2)(e) in the Act to provide that a student has a guaranteed vocational education and training place for a government-subsidised course if certain criteria set out in the section are satisfied. This guarantee is known as the *Victorian Training Guarantee*. The Commission is responsible for implementing and managing the *Victorian Training Guarantee* in accordance with the Act.
- C. The *Skills for Victoria* program is the vehicle through which registered education and training organisations such as the RTO will be contracted to deliver government subsidised Training Services to eligible individuals under the *Victorian Training Guarantee*.
- D. The purpose of this Agreement is to set out the terms and conditions under which the Commission will make available, and the RTO will accept, funding for the purposes of the RTO delivering Training Services to eligible individuals who enrol and commence in an eligible training course or qualification with the RTO during the 2012 calendar year.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the contrary intention appears:

Act means the *Education and Training Reform Act 2006* including any amendments.

Agreement means this Agreement and includes all schedules, annexures, attachments, plans and specifications and exhibits to it.

AQTF means the *Australian Quality Training Framework* as updated from time to time.

ASQA means the Australian Skills Quality Authority.

AVETMISS means the Australian Vocational Education and Training Management Information Statistical Standard.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Melbourne, Victoria.

CEO means the Chief Executive Officer (or relevant equivalent) of the RTO.

Claim means any cause of action, allegation, claim, demand, debt, liability, suit or proceeding of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent or at law (including negligence), in equity, under statute or otherwise.

Commencement Date means the later of 1 January 2012 or when this Agreement is executed by means of the RTO accepting an offer from the Commission to be bound by the terms and conditions of this Agreement.

Confidential Information means all confidential or commercially sensitive information of a Party.

Contact Hour Funds means the funds payable by the Commission in relation to the scheduled hours reported by the RTO in respect of an Eligible Individual to whom the RTO has provided the Training Services as detailed in the schedules to this Agreement.

Department means the State of Victoria acting through the Department of Education and Early Childhood Development (or its successor).

Deputy Secretary means the Deputy Secretary of Higher Education and Skills Group, the Department (or successor).

Dispute means a dispute in relation to this Agreement.

Dispute Notice means a written notice setting out details about a Dispute that is given under Clause 15.

Eligible Individual means an individual who is eligible for government subsidised training in accordance with the eligibility

requirements set out in this Agreement. For the avoidance of doubt, the eligible individual must enrol and commence a training course or qualification with the RTO between the Commencement Date and 31 December 2012.

Evidence of Participation means evidence of an Eligible Individual's participation in a training course or qualification provided by the RTO, as detailed in Schedule 1 of this Agreement.

Executive Director means the Executive Director, Training Market Operations Division, the Department (or successor).

Executive Memoranda means the executive memoranda issued by the Commission from time to time.

Fee Concession Contribution means the contribution by the Commission to the RTO in respect of an Eligible Individual as detailed in Clause 4 of Schedule 2 of this Agreement.

Fee Concession Reimbursement means the reimbursement by the Commission for income foregone by the RTO by applying a fee concession in respect of an Eligible Individual as detailed in Clause 4 of Schedule 2 of this Agreement.

Fee Waiver/ Exemption Contribution means the contribution by the Commission to the RTO in respect of an Eligible Individual as detailed in Clause 5 of Schedule 2 of this Agreement.

Fee Waiver/ Exemption Payment means the payment by the Commission for income foregone by the RTO by applying a fee waiver in respect of an Eligible Individual as detailed in Clause 5 of Schedule 2 of this Agreement.

Funded Courses Report means a report issued and approved by the Commission and includes educational and vocational training courses; this does not include higher education courses. The Funded Courses Report is subject to change as directed by the Commission at any time.

Funds means the money provided by the Commission to the RTO under this Agreement in respect of an Eligible Individual for the purposes of the RTO providing the Training Services to that individual, consisting of:

- a) the Contact Hour Funds;
- b) if applicable, the Fee Waiver/Exemption Payment;
- c) if applicable, the Fee Waiver/Exemption Contribution;
- d) if applicable, the Fee Concession Reimbursement;
- e) if applicable, the Fee Concession Contribution;

GST means the *Goods and Services Tax* and has the same meaning as specified in the GST Law. Where there are words and expressions that are not defined in this Agreement but which have a meaning in the GST Law, such meaning as prescribed by the GST Law will apply to this Agreement.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means any method, discovery, formulae, copyright, all rights in relation to inventions (including registered and registrable patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, know how and confidential information, and all other rights including moral rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields of intangible property.

Insolvency Event means:

- a) any change in the direct or indirect beneficial ownership or control of the RTO which is not subject to the Commission's prior written approval;
- b) the RTO disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- c) the RTO ceases to carry on business;
- d) an order is made by a Court of competent jurisdiction for the winding up or dissolution of the RTO;
- e) any step is taken to appoint a receiver, receiver and manager, trustee in bankruptcy or similar officer over all or any of the assets or undertakings of the RTO and is not discontinued or withdrawn within five (5) Business Days;
- f) any step is taken by a mortgagee to take possession either directly or by an agent over all or any of the assets, operations, or undertakings of the RTO and is not discontinued or withdrawn within five (5) Business Days;
- g) any step is taken to appoint a liquidator or provisional liquidator and is not discontinued or withdrawn within five (5) Business Days;
- h) any step is taken to appoint an administrator, or to enter into a deed of company arrangement;
- i) any step is taken to enter into any arrangement between the RTO and its creditors; or

- j) any similar step.

Loss means any loss, damage, liability, cost or expense (including legal expenses on a full indemnity basis) of any kind suffered or incurred or agreed to be paid by way of settlement or compromise and includes any direct, indirect, special or consequential loss or damage, including loss of profits, loss of production, loss or corruption of data, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to property, personal injury and death.

Material Breach means the RTO failing to meet its obligations under this Agreement as specified:

- a) the application of all eligibility criteria to determine Eligible Individuals;
- b) the application of fees, including as required under any Ministerial directions, Orders or regulations about fees;
- c) the application of fee concessions, fee waivers, and fee exemptions;
- d) specific requirements for all Training Services including Pre-Training Review, Documentation of Agreed Program Delivery, and Evidence of Participation in relation to each Eligible Individual;
- e) specific requirements for apprenticeship/traineeship Training Services; and
- f) acting ethically, and not doing or omitting to do anything which may damage, ridicule, bring into disrepute or be detrimental, to the Commission, the VET sector, the Victorian government subsidised training market, the Department or the State's name or reputation. A determination in this regard will be made at the absolute discretion of the Commission, giving due regard to the obligations of the Commission under Statute or otherwise; and made in good faith,

as specified in this Agreement including its schedules in relation to all Eligible Individual/s and ministerial directions, ministerial orders, or regulations in relation to fees issued pursuant to the Act or any directions, policies, procedures or guidelines issued by the Commission from time to time.

Minister means the Minister for Higher Education and Skills (or successor).

National Act means the *National Vocational Education and Training Regulator Act 2011* (Cth).

Party/ Parties mean the parties to this Agreement.

Records means any document within the meaning of the *Evidence Act 2008* (Vic) including:

- a) anything on which there is writing;
- b) anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
- c) anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or
- d) a map, plan, drawing or photograph,

and which is produced or created by the RTO under or in the course of performing its obligations under this Agreement.

Recordkeeping means making and maintaining complete, accurate and reliable evidence of business transactions in the form of recorded information.

Regional Postcodes Report means a report issued and approved by the Commission that identifies postcodes which are considered regional for the purpose of determining any regional loading as detailed in Clause 6 of Schedule 2 of this Agreement.

Secretary means the Secretary of the Department (or successor).

Segregation of Duties means the assignment of different people in the responsibility of authorising transactions, recording transactions and maintaining custody of assets with the intention of reducing the opportunities to allow any person to be in a position to both perpetrate and conceal fraud or error due to fraud in the normal course of his or her duties.

Service Agreement Notifications means service agreement notifications issued by the Commission from time to time via the SVTS.

State means the Crown in right of the State of Victoria.

Student Statistical Report means reports provided to the Commission in accordance with the *Victorian VET Student Statistical Collection Guidelines*.

Student Tuition Fee Contribution Report means a report issued and approved by the Commission and includes the hourly rate the Commission will pay for Fee Concession Contributions and Fee Waiver/ Exemption Contributions. The Student Tuition Fee Contribution Report is subject to change as directed by the Commission at any time.

SVTS means the Skills Victoria Training System or any future system that replaces the Skills Victoria Training System.

Term is defined in Clause 2.

TOID means the Training Organisation Identifier.

Training Services means the training and assessment to be provided by the RTO; including but not limited to all related requirements under this Agreement such as student eligibility, enrolment, fees, standards and Evidence of Participation; in accordance with its scope of registration for an Eligible Individual, for currently endorsed courses and qualifications or parts thereof as identified on the Funded Courses Report.

1.2. Interpretation

- a) If there is any conflict or inconsistency between the terms and conditions contained in the clauses of this Agreement and any part of the schedules, then the terms and conditions of the clauses in this Agreement will prevail to the extent of the conflict or inconsistency.
- b) In this Agreement, unless the context otherwise requires:
 - i. words importing any gender include each other gender;
 - ii. the plural includes any singular and vice versa;
 - iii. a reference to 'dollars' or '\$' is a reference to the lawful currency of Australia;
 - iv. a reference to a person includes any other entity recognised by law and vice versa;
 - v. a reference to a statute, ordinance, code or other law includes subordinate legislation, consolidations, amendments, re-enactments, and replacements of it;
 - vi. a reference to any legislation or statutory instrument is construed in accordance with the relevant interpretation of that legislation or statutory instrument;
 - vii. a reference to a Party to this Agreement includes the executors, administrators, successors and permitted assigns of that Party;
 - viii. a reference to an individual or person includes a corporation, partnership, joint venture, association,

- governments, local government authorities and agencies;
- ix. a reference to the Commission includes any duly authorised officer or agent;
 - x. a power, function or discretion of the Commission under this Agreement may be exercised by a person authorised by the Deputy Secretary, the Commission or any person authorised by the Deputy Secretary, either generally or in a particular case;
 - xi. a reference to the Commission or the Department includes any duly authorised officer or agent and its successor Government department and all references to the Commission or the Department will be read and constructed as references to the State of Victoria;
 - xii. a reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure to this Agreement, each of which forms a part of this Agreement;
 - xiii. a cross reference to a clause number is a reference to all its subclauses;
 - xiv. where a term is defined, the definition includes all grammatical forms of that term;
 - xv. headings are used for references only;
 - xvi. terms which are defined in a schedule and which are not otherwise defined in this Agreement have the meaning given to them in that schedule;
 - xvii. where the expression 'including' or 'includes' is used it means 'including but not limited to' or 'including without limitation'; and
 - xviii. if any day for the payment of Funds under this Agreement falls on a Non-Business Day, the payment will be due on the next day Business Day.

1.3. General

- a) 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.

- b) No provisions in this Agreement shall in any way fetter, restrict, or prevent the exercise by the Commission of discretions, elections or options available to the Commission under legislation which is applicable to the Commission (including the Act).
- c) Any waiver of a right or obligation of this Agreement must be in writing signed on behalf of the party waiving the right or obligation and is effective only to the extent specifically set out in that waiver.
- d) If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision will be read down or severed, to the extent necessary to ensure that all other provisions of the Agreement are enforceable.
- e) It is not necessary for the Commission to make payment before enforcing its right, including a right of indemnity conferred by this Agreement.
- f) Each Party:
 - i. is not an agent, partner, joint venturer or representative of the other Party, and must not hold itself out as such; and
 - ii. must not make any promise, warranty or representation or execute any contract or otherwise deal on behalf of the other Party.
- g) This Agreement may only be varied by the Commission or with the Commission's written approval. The Commission will not unreasonably withhold consent to a request by the RTO to vary the Agreement.
- h) Subject to Clause 5, the RTO must not assign, transfer, novate or otherwise deal with this Agreement or any right under it without the prior written consent of the Commission (not to be unreasonably withheld).
- i) This Agreement is governed by the law of Victoria.
- j) Notwithstanding any other clause or provision in this Agreement or pursuant to this Agreement, the Commission reserves the right to fund or not fund any course or

qualification on the RTO's scope of registration at its absolute discretion (effective date 2 May 2012).

- 1.4. This clause 1 continues despite any expiry or termination of the Agreement.

2. TERM OF THIS AGREEMENT

- 2.1. The term of this Agreement will begin on the Commencement Date and continues, in the case of each Eligible Individual to whom the Training Services are being provided by the RTO and in respect of whom the Funds are provided by the Commission, until the relevant Eligible Individual has completed or withdrawn from the relevant training course or qualification in which they are enrolled (the Term).
- 2.2. The Commission may take account of the RTO's performance (including at audit) in any calendar year when considering future contractual arrangements with the RTO.

3. GENERAL OBLIGATIONS OF RTO

- 3.1. During the Term, the RTO must,
- a) as applicable to and for the RTO:
 - i. maintain registration as a registered training organisation under the Act; or
 - ii. maintain registration as a registered training organisation under the National Act and maintain a principal place of business with a physical site in Victoria;
 - b) provide the Training Services in compliance with the requirements of all laws in any way affecting or applicable to the provision of the Training Services, including laws relating to occupational health and safety;
 - c) maintain at least one (1) nationally recognised qualification for delivery on its scope of registration;
 - d) maintain and use AVETMISS compliant software for reporting purposes;
 - e) deliver nationally recognised training in accordance with its scope of registration and the requirements of the accredited course or endorsed national training package and consistent with purchasing guides, directions or policies issued by the Commission;

- f) comply with the AQTF and/or the *Standards for NVR Registered Training Organisations* as applicable;
- g) comply with all requirements in the schedules to this Agreement, including in relation to determining eligibility, completing enrolments, imposition and collection of tuition fees, application of tuition fee concessions and waivers, Evidence of Participation, and otherwise meeting the relevant specifications and performance standards;
- h) use the Funds to provide the Training Services to the relevant Eligible Individual to whom such Funds apply;
- i) unless this Agreement otherwise provides, provide the Training Services to each Eligible Individual and otherwise perform its obligations under this Agreement at its own cost;
- j) ensure that appropriate compliance, reporting and auditing frameworks, controls and systems are in place including the appropriate Segregation of Duties with respect to the provision of the Training Services to each Eligible Individual and receipt of the Funds from the Commission;
- k) ensure that all persons employed or engaged by the RTO to provide the Training Services to each Eligible Individual are aware of all obligations under this Agreement as appropriate;
- l) provide the Training Services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from an expert and experienced provider of Training Services;
- m) comply with the requirements of, and pay all fees and bear all costs connected with all applicable laws and regulations, including without limitation all relevant privacy, anti-discrimination and equal opportunity legislation, the *Disability Act 2006* and the *Working With Children Act 2005*;
- n) comply with the requirements of the *Charter of Human Rights and Responsibilities Act 2006 (Vic)* and not act in a way that is incompatible with a human right protected by the Charter or when making a decision in relation to the performance of the Services, fail to give proper consideration to such a human right;
- o) demonstrate the highest ethical standards in its dealings and conduct in the provision of the Training Services;

- p) make all reasonable efforts to work and communicate effectively with and maintain the confidence of, all stakeholders affected by this Agreement;
- q) at all times be accountable to the Commission for its performance under this Agreement and demonstrate its compliance, or report its non-compliance, with the terms of this Agreement;
- r) act ethically, and must not do or omit to do anything which may damage, ridicule, bring into disrepute or be detrimental to the Commission, the VET sector, the Victorian government subsidised training market, the Department or the State's name or reputation;
- s) not, in performing the Training Services to each Eligible Individual, do any act or undertake any process which would infringe an Intellectual Property right of, the Commission, the State or any other person or body;
- t) have a valid ABN during the Term of this Agreement and will keep the Commission indemnified against any loss arising out of the cancellation of the ABN; and
- u) immediately notify the Commission of any significant changes to its ownership or operations (including its financial viability).

4. PROVISION OF THE TRAINING SERVICES

4.1. During the Term, the RTO must provide the Training Services to each Eligible Individual:

- a) in accordance with the schedules to this Agreement and any applicable directions, policies or procedures issued by the Commission and/or the State from time to time (including as set out in any Service Agreement Notifications or Executive Memoranda, the contents of which the RTO acknowledges and agrees will form part of this Agreement and will prevail over the requirements in a schedule to the extent that they are expressed to do so or to the extent that they are inconsistent with those requirements);
- b) exercising due care, skill and judgment and at all times acting in accordance with applicable professional ethics, principles and standards;
- c) through fit and proper persons, in a safe and proper manner and to a standard acceptable to the Commission; and

- d) within the State of Victoria, and to an Eligible Individual having a physical presence in Victoria. This includes online delivery except where online delivery takes place during an industry or practical placement and involves the Eligible Individual being temporarily located interstate or overseas for a defined period. No more than 50% of the total scheduled hours applying to the Training Services in which the Eligible Individual is enrolled may be delivered online during this defined period.

5. SUBCONTRACTING OF THE TRAINING SERVICES

- 5.1. If the RTO subcontracts some or all of its performance of the Training Services to another registered training organisation, it must notify the Commission in writing via SVTS as subcontract arrangements occur and include the following information regarding the registered training organisation(s) to which the Training Services are subcontracted (in addition to any other information requested by the Commission):
 - a) legal name, trading name and TOID of the registered training organisation;
 - b) the particulars of the Training Services being subcontracted.
- 5.2. The RTO represents and warrants to the Commission that all subcontractors it will use under this Agreement have appropriate qualifications and are suitably experienced and capable of providing Training Services as required by this Agreement.
- 5.3. If the RTO subcontracts the provision of some or all of its performance of the Training Services it:
 - a) must ensure that any subcontract entered into:
 - i. prohibits further subcontracting by the subcontractor;
 - ii. requires the subcontractor to provide all necessary assistance, documentation and information that is required under this Agreement; and
 - iii. otherwise permits the RTO to comply with its obligations under this Agreement.
 - b) must provide a copy of the executed subcontract agreement to the Commission if requested;
 - c) retains prime responsibility for all of its obligations under this Agreement and any subcontract arrangement does not

relieve the RTO of any of its liabilities or obligations under this Agreement or to otherwise provide the Training Services to an Eligible Individual;

- d) is responsible for ensuring the suitability of the subcontractor and for ensuring that any work performed by the subcontractor meets the requirements of this Agreement;
- e) is liable to the Commission for the acts, or omissions or negligence of any subcontractor (or any employee, officer or agent of the subcontractor) as if they were the acts, or omissions or negligence, of the RTO (or the employees, officers or agents of the RTO);
- f) indemnifies (and must keep indemnified) the Commission against any or all Loss arising from any acts or omissions by any subcontractor in connection with, or in the course of, the provision of the Training Services to an Eligible Individual or any breach of this Agreement. This subclause 5.3.f) continues despite any expiry or termination of the Agreement;
- g) acknowledges that the Commission is not liable for the RTO's subcontractor arrangements and will not become involved in the internal administration of subcontracts or act as a mediator between the RTO and any subcontractor;
- h) acknowledges that all costs associated with any subcontract are the responsibility of the RTO; and
- i) must procure that any subcontractor assists, if requested by the Commission or its auditors, with any audits under clause 11 of this Agreement.

5.4. From 1 July 2012 if the RTO subcontracts Training Services that relate to Recognition of Prior Learning (RPL) to another registered training organisation it may only enter into new arrangements with registered training organisations that have a current funding or service agreement with the Commission for the provision of government subsidised training.

6. PROMOTIONAL MATERIALS AND OTHER PUBLICATIONS

6.1. In any promotional publication, report, signage or other material prepared by (or on behalf of) the RTO relating to the Training Services, the RTO must:

- a) acknowledge in a prominent way that the Training Services are provided to Eligible Individuals with Funds made available by the Victorian and Commonwealth Governments (for example, by stating that *“This training is delivered with Victorian and Commonwealth Government funding”*);
 - b) not, without the prior written approval of the State or the Commission, use any logo or trademarks of the State or the Commission;
 - c) ensure that such materials meet the requirements of the *Equal Opportunity Act 2010* and related laws, including the provision of materials encouraging individuals with disabilities to access government subsidised training;
 - d) ensure marketing and advertising of the Training Services to prospective clients is ethical, accurate and consistent with the requirements under this Agreement and at law; and
 - e) identify the RTO legal entity and/or trading name and TOID.
- 6.2. The RTO must publish on its website a copy of its most recent registration audit report.
- 6.3. The RTO must publish on its website a copy of its most recent AQTF Quality Indicators (provided these indicators remain a condition of registration). Indicators relating to the 2010 calendar year must be published within one (1) month of the Commencement Date. Indicators relating to the 2011 calendar year must be published by 31 July 2012. The following Explanatory Notes must be published with the Indicators:
- a) For the Learner Engagement and Employer Satisfaction Surveys:

‘These indicators are based on a survey of [number] students (and if applicable) and [number] employers. This sample represents [percentage] percent of this organisation’s training delivery in the 2011 calendar year. The students (if applicable) and employers surveyed for these indicators were selected by this organisation in accordance with national guidelines’.
 - b) For the Competency Completions Reports:

‘Competency completions, in this case, is a measure of volume’.
- 6.4. The RTO must publish on its website indicative fees for government subsidised training for each course/qualification it offers under this

Agreement. The RTO will not be held to these published indicative fees and should include the following caveat:

‘The student tuition fees are indicative only and subject to change given individual circumstances at enrolment. Additional fees may apply such as student services and amenity fees’.

7. REPORTING

7.1. During the Term, the RTO must:

- a) use an electronic Student Management System that complies with the *Victorian VET Student Statistical Collection Guidelines* as issued by or on behalf of the Commission from time to time;
- b) provide Student Statistical Reports to the Commission in relation to the Training Services being provided by the RTO to Eligible Individuals which are compliant with the *Victorian VET Student Statistical Collection Guidelines*;
- c) submit Student Statistical Reports to the Commission via the SVTS no less than once a month, on or before the last day of each month;
- d) in the event that data previously submitted by the RTO as part of Student Statistical Reports to the Commission is incorrect, resubmit correct data by no later than the following month’s Student Statistical Report;
- e) ensure that all required data is included and correct in the final Student Statistical Report for 2012 and that this report is submitted to the Commission via SVTS by no later than 5pm on 15 January 2013;
- f) participate in the National Student Outcomes Survey managed by the National Centre for Vocational Education and Research (NCVER);
- g) advise students of the possibility of receiving an NCVER survey and/or an invitation to participate in a Department endorsed project and/or being contacted by the Commission (or persons authorised by the Commission) for audit purposes;
- h) provide such other reports relating to the Agreement, the Training Services or the Funds as reasonably requested by

the Commission and within a reasonable period of time from such a request; and

- i) submit data to the Commission on the following three (3) AQTF Quality Indicators for the 2011 calendar year (provided these indicators remain a condition of registration) in a format to be notified by the Commission:
 - i. Competency completion;
 - ii. Learner engagement; and
 - iii. Employer satisfaction,

on or before 30 June 2012, or within one (1) month of the Commencement Date which ever is latter.

- 7.2. The Commission will not share or release to other parties any AQTF Quality Indicator data provided by the RTO under this Agreement on an individual RTO basis.
- 7.3. The RTO acknowledges that the Commission may publish aggregated AQTF Quality Indicator data gathered through this process and use it to inform future quality improvement initiatives that support and promote quality training provision. This clause 7.3 continues despite any expiry or termination of the Agreement.
- 7.4. The RTO must make available to the Commission if requested, in a format to be notified by the Commission, for each course/ qualification that it offers under this Agreement, indicative fees:
 - a) for government subsidised training; and
 - b) for fee for service training.
- 7.5. The Commission will not share or release to other parties any indicative fee for service fee information provided by the RTO under this Agreement on an individual RTO basis.
- 7.6. The RTO acknowledges that the Commission may publish aggregated fee information gathered through this process. This clause 7.6 continues despite any expiry or termination of the Agreement.

8. FUNDING AND PAYMENTS

- 8.1. Subject to clauses 8.3, 16 and 17, during the Term the Commission agrees to pay the Funds in respect of each Eligible Individual to whom the RTO is providing the Training Services. The Commission will make payment of the Funds to the RTO in accordance with procedures set out in Schedule 2.

- 8.2. The RTO acknowledges and agrees:
- a) that the Commission's payment of the Funds to the RTO in respect of an Eligible Individual under this Agreement is conditional upon the Commission being satisfied (and continuing to be satisfied) that:
 - i. the Training Services are being provided by the RTO to the relevant individual in accordance with this Agreement; and
 - ii. the Funds are being applied by the RTO to the provision of the Training Services to that individual;
 - b) that the Commission is only obliged to pay the Funds to the RTO in respect of an Eligible Individual:
 - i. until, and on condition that, the Eligible Individual completes the training course or qualification in which they are enrolled; or
 - ii. until the Eligible Individual withdraws from the training course or qualification in which they are enrolled;
 - c) that the Commission will only pay the Funds under this Agreement in respect of an Eligible Individual to the RTO and not to any other party;
 - d) that the Funds and associated payment arrangements constitute the full extent of Funds available to the RTO from the Commission for provision of the Training Services in respect of an Eligible Individual; and
 - e) that the RTO is not entitled to and may not claim any additional funding or assistance from the Commission in relation to the Training Services.
- 8.3. Without limiting clauses 16 and 17, or any other rights of the Commission, the Commission may deduct from any payment of Funds due to the RTO under this Agreement in respect of Contact Hour Funds, or seek payment from the RTO in respect of Contact Hour Funds:
- a) any amounts due to the Commission by the RTO under this Agreement;
 - b) money paid for the provision of any Training Services to Eligible Individuals that the Commission is satisfied (in its

absolute discretion) have not been provided by the RTO in accordance with this Agreement;

- c) money expended by the Commission to make good any non compliance by the RTO with this Agreement; and
- d) money paid by the Commission to auditors, or any other authorised person, to verify the delivery, replacement or correction of any of the Training Services by the RTO.

9. GST

- 9.1. Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 9.2. If GST is payable in respect of any supply made under this Agreement by a supplier under this Agreement (who is registered for GST), the Commission will gross up the GST exclusive amounts by the amount equal to the GST payable and pay the amount of GST at the same time and in the same manner as the GST exclusive amount.
- 9.3. The Commission as a recipient of the taxable supply will issue to the supplier a Recipient Created Tax Invoice (RCTI) without entering into a separate RCTI Agreement, as each RCTI issued by the Commission contains an embedded RCTI Agreement.
- 9.4. If an adjustment event occurs in relation to a taxable supply under this Agreement, the Commission will provide to the supplier a recipient created adjustment note.
- 9.5. This clause 9 continues despite any expiry or termination of the Agreement.

10. ACCOUNTS AND RECORDS

- 10.1. If there is any inconsistency between the obligations with respect to Records and Recordkeeping in this clause 10 and any obligations in the AQTF and/or the *Standards for NVR Registered Training Organisations* as applicable, the obligations in the AQTF and/or the *Standards for NVR Registered Training Organisations* as applicable, will apply to the extent of the inconsistency.
- 10.2. On termination or expiry of this Agreement, the RTO will retain ownership and custody of its Records.
- 10.3. The RTO must implement and administer a Recordkeeping system that creates and maintains full and accurate hard copy and / or electronic Records for all Training Services provided by the RTO. The

Recordkeeping system must comply with all applicable standards issued under the *Public Records Act 1973 (Vic)* (PR Act).

- 10.4. The RTO must store and ensure the security of all Records in accordance with all applicable standards issued under the PR Act.
- 10.5. The RTO must immediately provide access to the Records in the following circumstances:
- a) in accordance with requirements in the PR Act and any other applicable legislation;
 - b) to the Victorian Auditor-General or Victorian Ombudsman on request in writing;
 - c) to a government representative on request in writing; and
 - d) to the Commission or an authorised representative of the Commission for any purpose connected with this Agreement.
- 10.6. Subject to clauses 10.7 and 10.8, the RTO must only dispose of Records in accordance with standards issued under the PR Act (including the General Retention & Disposal Authority for the Records for Higher and Further Education Institutions) and in accordance with any specific instructions provided by the Commission from time to time.
- 10.7. The RTO must not dispose of any Records:
- a) that are required as part of enrolment processes to confirm an individual's eligibility for government subsidised training under the Agreement, including records required under Schedule 2, and to confirm the application of fees in accordance with the requirements of this Agreement, for at least seven (7) years after the relevant Eligible Individual has completed or withdrawn from the relevant training course or qualification in which they are enrolled; or
 - b) related to Training Plans and/or Documentation of Agreed Program Delivery for at least two (2) years after the relevant Eligible Individual has completed or withdrawn from the relevant training course or qualification in which they are enrolled; or
 - c) related to Evidence of Participation requirements under this Agreement, including but not limited to assessment records, for at least two (2) years after the relevant Eligible Individual has completed or withdrawn from the relevant module or unit of competency in which they are enrolled.

- 10.8. The RTO must ensure that all Records are made available to the Commission on request, including taking any number of copies of any Records or other documents as required and determined by the Commission (or persons authorised by the Commission).
- 10.9. The RTO indemnifies the Commission from and against any Liability or Claim made by any person for Loss suffered or incurred in connection with a breach of the RTO's obligations under this clause 10.
- 10.10. Without limiting any of the above obligations in this clause 10, during the Term, the RTO must:
- a) ensure appropriate accounting processes and controls are implemented and administered in connection with the Agreement, the Training Services and the Funds;
 - b) keep complete Records and accounts of all dealings connected with this Agreement, including as required by law and any regulatory authorities applicable to the RTO, which may include quotations, invoices and receipts and must indicate particulars of and payments to any subcontractors;
 - c) upon request by the Commission, make available to the Commission for inspection at a location in Victoria specified by the Commission during business hours, all books, documents or other records in its possession, control or power relating to the Funds or the Training Services;
 - d) supply any information reasonably required by the Commission for the purposes of this Agreement, including information sufficient to allow the Commission to satisfy itself as to the financial position of the RTO, the use of the Funds and / or the capacity of the RTO to deliver the Training Services to Eligible Individuals;
 - e) retain, and make available to the Commission or its auditors for audit purposes, all records relating to the Training Services, including Evidence of Participation in respect of each Eligible Individual to whom the RTO provides the Training Services;
 - f) comply with all laws and standards applicable to the RTO relating to Recordkeeping, including the recordkeeping requirements outlined in the AQTF and/or the *Standards for NVR Registered Training Organisations*, *Information Privacy Act 2000*, and the *Electronic Transactions (Victoria) Act 2000*; and

- g) keep accounting Records in relation to the Funds provided by the Commission under this Agreement in such a manner as to enable them to be audited by the Auditor-General of Victoria or any other entity as directed by the Commission.
- 10.11. This clause 10 continues despite any expiry or termination of the Agreement.

11. AUDIT OR REVIEW

- 11.1. The RTO acknowledges that, during the Term:
 - a) the Commission (or persons authorised by the Commission) may conduct an audit of the RTO at any reasonable time:
 - i. in order to confirm whether the RTO is complying with this Agreement;
 - ii. in order to establish whether and to what extent the Funds have been used for the provision of the Training Services to Eligible Individuals;
 - iii. in order to investigate allegations or suspected misuse of the Funds; and/or
 - iv. if applicable, as part of the Commission's Audit and Risk Committee's Internal Audit Plan.

This clause 11.1 continues despite any expiry or termination of the Agreement.

- 11.2. The RTO must provide the Commission (or persons authorised by the Commission) with all assistance needed to perform the audit, including providing access to office space, telephones and photocopy facilities at the RTO's premises.
- 11.3. Without limiting the Commission's rights under clause 17, the Commission may invoke any of its rights under clause 16 in response to any audit outcomes identifying non compliance with the Agreement or any misuse of the Funds.
- 11.4. During the Term, the RTO must:
 - a) permit, whenever the Training Services are being provided to Eligible Individuals and otherwise at all reasonable times, the Commission (or persons authorised by the Commission) to enter its premises, and areas within those premises that are used for the Training Services, to conduct audits;

- b) participate in and assist, as required, with any audits required by the Commission, including the Commonwealth Department of Education, Employment and Workplace Relations Invalid Enrolment Audit and any other audits specified in the schedules to this Agreement;
- c) rectify any instances of non compliance with the Agreement which are identified by an audit through implementation of a management action plan agreed between the RTO and the Commission (or persons acting on behalf of or engaged by the Commission), and take steps to prevent future instances of non compliance;
- d) within 6 months of an auditor notifying the RTO in writing of its recommendations, advise the Commission in writing (including submitting appropriate documentation as determined by the Commission) of compliance with and implementation of the auditor's recommendations and/or management action plan as referred to in this clause 11.4 c), except in circumstances where the Commission has agreed to or required, in writing, an alternate timeframe;
- e) reimburse any costs incurred by the Commission in conducting audits, if directed to do so;
- f) respond fully in writing to the Commission (within a timeframe specified by the Commission) on any matter requested by the Commission relating to audits;
- g) conduct an internal audit of its compliance with the provisions of this Agreement during the 2012 calendar year, using a checklist supplied by the Commission. The internal audit must be:
 - i. completed within six (6) months from the Commencement Date or, if the Commencement Date is after 1 July 2012, completed by 31 December 2012;
 - ii. signed off by the CEO of the RTO; and
 - iii. provided to the Commission or its auditors on request.
- h) develop an improvement plan within a reasonable timeframe to rectify any instances of non compliance with the Agreement which are identified through the internal audit specified above. The improvement plan (if required) must be made available to the Commission or its auditors on request; and

- i) participate in and assist, as required, with any Peer Review Panel as reasonably requested by the Commission (effective 2 May 2012).

12. CONFIDENTIALITY AND PRIVACY

12.1. The RTO must not, without the prior written approval of the Commission, disclose (or permit the disclosure of) information regarding this Agreement (including details of the Funds being provided by the Commission in respect of any Eligible Individual) or any Confidential Information of the Commission, the Department or the State, except:

- a) to the extent required under this Agreement;
- b) to the extent required by Law;
- c) to the extent that the information is already in the public domain (other than due to a breach of this Agreement);
- d) to its solicitors, barristers and / or other professional advisors in order to obtain advice in relation to its rights under this Agreement, the Training Services or the Funds and provided such advisors are under a duty of confidentiality;
- e) to the extent necessary for the registration or recording of documents where required; and / or
- f) to the extent required in connection with legal proceedings; and then only to the extent strictly necessary for that purpose.

12.2. The RTO acknowledges and agrees that:

- a) the Commission at its discretion may disclose any and all information relating to the RTO and this Agreement (other than personal information and fee for service information submitted by the RTO) including course and qualification details, funding details, details of any non compliance by the RTO with this Agreement, any action taken by the Commission under this Agreement, and findings and outcomes of any audits undertaken pursuant to this Agreement;
- b) disclosure by the Commission of information regarding this Agreement (including details of the Funds) or any Confidential Information of the RTO may be required in certain circumstances; and

- c) it consents to such disclosure and, if required, will use all reasonable endeavours to assist the Commission in meeting any of its disclosure obligations including, without limitation:
- i. in connection with permitted re-tendering or any benchmarking or market testing;
 - ii. under the *Freedom of Information Act 1982*;
 - iii. under the *Ombudsman Act 1973*; or
 - iv. to satisfy the disclosure requirements of the Victorian Auditor-General under the *Audit Act 1994* or of Parliamentary accountability or in the case of a Minister to fulfil their duties of office.

12.3. This clause 12 survives the expiry or termination of this Agreement.

13. LIABILITY, INDEMNITY AND INSURANCE

13.1. The RTO acknowledges that it is solely responsible for carrying out its obligations under this Agreement and that the Commission is in no way liable for the actions of the RTO or its personnel.

13.2. The RTO releases the Commission from all liabilities and Claims directly or indirectly incurred or suffered by the RTO or its personnel arising from or in connection with this Agreement, including termination of the Agreement under clause 17.

13.3. To the maximum extent permitted by law, the RTO indemnifies (and must at all times keep indemnified) the Commission, the State and their employees, servants and agents (on behalf of whom the Commission has agreed this clause 13.3) from and against all Loss and liability which it or they may incur or suffer and all Claims which may be brought or made against it or them by any third party arising out of or in connection with this Agreement and:

- a) the provision of, or failure to provide, Training Services by or on behalf of the RTO;
- b) any act or omission of the RTO, its officers, employees, agents or subcontractors in connection with this Agreement, the Funds or the provision of the Training Services;
- c) any breach by the RTO of any obligation under this Agreement (including breach of any warranty given under this Agreement) or at law;

- d) any negligent, fraudulent, reckless, wilfully wrongful, unlawful or other wrongful act or omission of the RTO, its officers, employees, agents, or subcontractors;
 - e) the loss of, or damage to, any property (including property of the Commission) or data;
 - f) the death of, disease or injury to any person; and
 - g) any infringement, or alleged infringement, of an Intellectual Property right by the RTO, its officers, employees, agents or subcontractors where the infringement or alleged infringement occurs directly or indirectly as a result of the provision of the Training Services or otherwise in connection with this Agreement.
- 13.4. The RTO's liability to indemnify the Commission under clause 13.3 will be reduced proportionally to the extent that a negligent, wilfully reckless, or unlawful act or omission of the Commission has directly caused the relevant liability.
- 13.5. The Commission will not have any liability to the RTO for any indirect, special or consequential Loss arising out of breach of this Agreement.
- 13.6. The RTO must, at its own expense:
- a) take out and maintain until 7 years after expiry of the Term all appropriate insurances at an adequate level to cover the provision of the Training Services to Eligible Individuals and any risk, loss or damage arising out of or caused by the performance of those Training Services, including insurance for workers compensation, public liability, professional liability, professional indemnity and property. The insurance policies must include public liability insurance of not less than \$20 million per event;
 - b) ensure that the insurances are taken out and maintained with reputable insurers;
 - c) comply with all relevant insurance requirements, including conducting and improving relevant risk management practices and incident notification processes and not do anything to jeopardise indemnity under an insurance policy;
 - d) provide copies of insurance certificates of currency, including details of limits on cover, and any other evidence of insurances maintained to the Commission upon request; and

- e) immediately notify the Commission if any insurance is cancelled, any insurance details change or an insurer refuses to indemnify it.

13.7. This clause 13 continues despite any expiry or termination of the Agreement.

14. NOTICES AND REPRESENTATIVES

14.1. A notice issued under this Agreement by a Party (Notice) must:

- a) be in writing;
- b) signed by or on behalf of the Party giving it; and
- c) be hand delivered or sent by pre paid post (airmail if posted to or from a place outside Australia) to the recipient's address for Notices specified on offer and acceptance documentation relating to this Agreement (as varied by any notice given by the recipient to the sender).

14.2. A Notice takes effect from the time it is received, unless a later time is specified in it. A Notice will be deemed to have been received by the addressee:

- a) in the case of hand delivery, at the time of delivery; or
- b) in the case of pre paid post, on the second Business Day (or seventh Business Day if posted to or from a place outside Australia) after posting;

14.3. The authorised representative of each Party who will be responsible for issuing and receiving Notices under this Agreement are as follows:

- a) the Commission's representative is the Executive Director or the Deputy Secretary, the Department; and
- b) the RTO's representative is the CEO.

14.4. This clause 14 continues despite any expiry or termination of the Agreement.

15. DISPUTE RESOLUTION

15.1. A party claiming that a Dispute has arisen must promptly give the other party a Dispute Notice.

- 15.2. The parties must attempt to resolve all Disputes under this clause 15 before commencing any court proceedings, except proceedings for urgent interlocutory relief.
- 15.3. Despite the existence of a Dispute, the parties must continue to perform their obligations under this Agreement.
- 15.4. This clause does not affect the rights of the Commission, which includes all of its rights and its right to terminate this Agreement.
- 15.5. The parties must seek to resolve all Disputes acting in good faith and must not unreasonably delay or hinder the dispute resolution process provided for under this clause.
- 15.6. If a Party provides a Dispute Notice under this clause 15, it is open to either Party to provide written notice of any other issue or dispute; and all other issues or disputes raised shall be deemed to have been included in the initial Dispute Notice.
- 15.7. If a Dispute Notice has been served by a Party, neither Party may issue a further Dispute Notice which recommences that Dispute Resolution process as specified in this clause 15 without the consent of the other Party. A Party seeking to issue a further Dispute Notice or Dispute Notices must provide evidence to the other Party as to why the new issues that it wishes to raise cannot be managed as part of resolving the current Dispute; and that the Dispute which warrants the issue of a further Dispute Notice is clearly distinguished from; or does not arise as a result of that which was commenced by the initial Dispute Notice.
- 15.8. If the Parties are unable to settle a dispute within seven (7) days of one Party giving a Dispute Notice to the other Party, each Party must appoint a representative with authority to settle the Dispute. The appointed representatives must meet within a further seven (7) days to attempt to settle the Dispute.
- 15.9. 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 Commission - its Executive Director or the Deputy Secretary, the Department, or delegate; and
 - b) in the case of the RTO – its CEO .
- 15.10. The Commission's representative and the CEO must meet with each other to seek to resolve the Dispute within seven (7) days of the last day of the Referral Period.

- 15.11. If the Dispute is not resolved within seven (7) days of the first meeting of the Commission's representative and the CEO, the Commission may refer the Dispute to mediation administered by the Australian Commercial Disputes Centre (ACDC) according to its mediation guidelines.
- 15.12. If a Dispute is referred to mediation by the Commission:
- a) the parties will agree on a mediator within 7 days of the referral, failing which a mediator will be provided by ACDC;
 - b) the parties must (unless they agree otherwise) conduct the mediation within 14 days of the mediator being appointed;
 - c) each party will pay its own costs in relation to attendance at, and participation in, the mediation; and
 - d) the cost of the ACDC and the appointed mediator will be shared equally between the parties.
- 15.13. The Commission may notify the Minister of any Dispute.
- 15.14. In the event that the Commission refers the Dispute to mediation and the parties are unable to resolve the Dispute pursuant to clause 15.12, or the Dispute is not referred to mediation then the Commission may, in its sole discretion, refer the Dispute to the Secretary, or such other person nominated by the Secretary, as appropriate. A decision made pursuant to a referral under this clause 15.14, will be final and binding on both parties.

16. SUSPENSION AND RIGHT TO WITHHOLD FUNDS

- 16.1. If the Commission considers that one or more of the events referred to in clause 17.3 has occurred or may occur, the Commission may by written notice:
- a) direct the RTO to suspend part or all of the provision of Training Services under this Agreement (whether in respect of one Eligible Individual, a group of Eligible Individuals or all Eligible Individuals);
 - b) withhold, suspend, cancel or terminate payment of any part of the Funds as the Commission determines is appropriate until the Commission is satisfied that the issue has been satisfactorily resolved;
 - c) require the RTO to refund such amount of the Funds previously paid as the Commission reasonably deems appropriate (together with interest calculated daily at the

rate prescribed under *Penalty Interest Rates Act 1983 (Vic)* at the date of this Agreement until the amount is refunded by the RTO);

- d) set off money which the Commission is satisfied is due to it by reason of the RTO's non compliance with this Agreement from Funds payable to the RTO under this Agreement.

16.2. The RTO must immediately comply with a direction from the Commission given under clause 16.1 or clause 17, which may include a direction to assist Eligible Individuals to transfer to another RTO in order to continue the training commenced by the Eligible Individual, under this Agreement.

17. TERMINATION RIGHTS

17.1. In addition to any other rights it has to terminate this Agreement, the Commission may in its sole and absolute discretion terminate this Agreement at any time by giving the RTO 20 Business Days notice of termination.

17.2. This Agreement may be terminated at any time by written agreement between the Parties.

17.3. The Commission may terminate this Agreement immediately by notice to the RTO if:

- a) the RTO commits a Material Breach of this Agreement;
- b) the RTO commits a breach of this Agreement which cannot be remedied;
- c) the RTO commits a breach of this Agreement and the RTO:
 - i. fails to commence action to remedy the breach within 10 Business Days after the Commission has served notice requiring it to do so; or
 - ii. having commenced action to remedy the breach, fails to complete that action as soon as possible and in any event within 20 Business Days of the Commission's notice;
- d) without limiting clauses 17.3 a), b) or c), the RTO fails to provide some or all of the Training Services for which Funds have been paid or if the Training Services are not provided to a standard satisfactory to the Commission;
- e) there has been any fraud or reasonably suspected fraud relating to the RTO or the Funds, misappropriation of Funds

by the RTO or there has otherwise been any misleading or deceptive conduct on the part of the RTO in connection with this Agreement or the provision or use of the Funds;

- f) an Insolvency Event occurs in relation to the RTO;
- g) at any time, the ultimate holding company of the RTO (as defined in clause 9 of the *Corporations Act 2001 (Cth)*), as at the date of this Agreement ceases to be the ultimate holding company of the RTO; or if there is a change which the Commission (acting reasonably) considers material in the ownership of the RTO;
- h) the Commission reasonably believes that the RTO has made any false or misleading statement to the Commission in connection with this Agreement (whether before the Commencement Date or during the Term);
- i) the registration of the RTO under applicable legislation is suspended or cancelled.

17.4. The RTO must promptly notify the Commission if the RTO becomes subject to an Insolvency Event or if any event occurs that may be covered by clauses 17.3.g) or 17.3.i).

17.5. Termination of this Agreement does not affect any accrued rights of either Party. Termination of this Agreement does not affect any provisions which are stated, or by their context required, to survive termination or expiry, including clauses 1, 5.3.f), 7.3, 7.6, 9, 10, 11.1, 12, 13, and 14.

17.6. If the Commission terminates this Agreement other than under clause 17.1, or under clause 17.3 f) from the date of an Insolvency Event occurring as envisaged under c) to j) of the definition of an Insolvency Event, or clause 17.3 i) from the date of suspension or cancellation, the Commission may require the RTO to refund such amount of the Funds previously paid by the Commission as the Commission reasonably deems appropriate (together with interest calculated daily at the rate prescribed under the Penalty Interest Rates Act 1983 (Vic) for the period between the Commission demanding the refund and the RTO refunding the Funds).

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2012 Service Agreement

Schedule 1

Minimum Performance Standards for Training Services

VERSION	DATE	COMMENTS
2012 Version 1.0	October 2011	Draft as posted with EOI
2012 Version 1.1	November 2011	Final as contracted
2012 Version 1.2	June 2012	Incorporating changes from SAN 2012-15, SAN 2012-11, SAN 2012-10, SAN 2012-09, SAN 2012-04 & SAN 2012-03

PURPOSE

- A. This Schedule 1 describes the minimum performance standards for the Training Services funded through the 2012 Service Agreement (the Agreement) and must be read in conjunction with the Agreement.
- B. This Schedule 1 is divided into three parts:
 - i. Part A: General Requirements for all Training;
 - ii. Part B: Specific Requirements relating to Apprenticeship/ Traineeship Training;
 - iii. Part C: Data Systems and Resources.

PART A: GENERAL REQUIREMENTS FOR ALL TRAINING

1. Application and Enrolment requirements

- 1.1. The RTO must complete enrolments for all Eligible Individuals in accordance with the:
 - a. *Victorian VET Student Statistical Collection Guidelines*; and
 - b. *AQTF Essential Conditions and Standards for Continuing Registration* and/or the *Standards for NVR Registered Training Organisations* as applicable.
- 1.2. The RTO must ensure that all mandatory standard enrolment questions as described in the *Victorian VET Student Statistical Collection Guidelines*, together with any directions of the Commission, are applied during the enrolment process of all Eligible Individuals.
- 1.3. The RTO must ensure that it complies with Victorian Student Number (VSN) reporting requirements and includes the VSN for all students aged under 25 years in all Student Statistical Reports as specified in the *Victorian VET Student Statistical Collection Guidelines*.
- 1.4. For each Eligible Individual, the RTO must conduct a Pre-Training Review of current competencies including literacy and numeracy skills to:
 - a. identify any competencies previously acquired (Recognition of Prior Learning (RPL), Recognition of Current Competency (RCC) or Credit Transfer). RPL must be offered to all Eligible Individuals upon enrolment and prior to delivery of Structured Training. The RTO

must be able to demonstrate that it has processes to encourage the uptake of, and to streamline, RPL assessments; and

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

2. Documentation of Agreed Program Delivery

- 2.1. The RTO must document information on training and assessment to be provided for all Eligible Individuals in respect of which Funds are paid by the Commission under this Agreement, either as a group of Eligible Individuals or a single Eligible Individual.
- 2.2. The information should include, at least the:
 - a. name and contact details of the RTO;
 - b. title of qualification;
 - c. competencies/modules to be obtained;
 - d. scheduled hours for competencies to be obtained;
 - e. timeframe for achieving competencies including the start date and end date of each competency;
 - f. delivery modes to be used;
 - g. assessment details and arrangements;
 - h. party or parties responsible for the delivery and/or assessment of each competence; and
 - i. record of RPL and Credit Transfer hours granted, as relevant.
- 2.3. The information must be consistent with the qualifications or competencies to be attained and customised (as required), for the needs of the group of Eligible Individuals or Eligible Individual, including the needs identified in the Pre-Training Review.
- 2.4. The information on training and assessment must be agreed and endorsed by the RTO and the group of Eligible Individuals or Eligible Individual. A copy of the signed information must be provided to each Eligible Individual. This information ensures that both the RTO and the group of Eligible Individuals or the Eligible Individual are making informed decisions about the Training Services required and the respective obligations in the delivery of these Training Services. This information may be in the form of a Training Plan. Documentation of Agreed Program Delivery may be developed and signed prior to training commencement but no later than four (4) weeks after training commencement.

- 2.5. The RTO must update the Documentation of Agreed Program Delivery according to any changes mutually agreed throughout the Training Services. The changes must be endorsed by the Eligible Individuals or the Eligible Individual.
- 2.6. The RTO must ensure consistency between the information recorded in a student's Training Plan or equivalent document and that recorded in their Student Management System (SMS) and that included in Student Statistical Reports to the Skills Victoria Training System (SVTS). This includes ensuring consistency of details including Scheduled Hours and Enrolment Activity Start Date and Enrolment Activity End Date.

3. Evidence of Participation

- 3.1. All training delivery by the RTO to an Eligible Individual must be supported by Evidence of Participation for each unit of competency/module such that a reasonable judgement regarding an Eligible Individual's participation in Training Services can be made. In addition, the following minimum specifications must be met to evidence an Eligible Individual's engagement in Training Services activity:
 - a. One (1) point of Evidence of Participation per unit of competency/module must be provided if the period between the commencement date and completion date for the unit of competency/module is one month or less;
 - b. Two (2) points of Evidence of Participation per unit of competency/module must be provided if the period between the commencement date and completion date for the unit of competency/module is greater than one month, including one point within the last month of training delivery as identified by the reported Enrolment Activity End Date. An auditor would consider the time between the commencement date and the completion date (or withdrawal) and use discretion as to a reasonable demonstration of ongoing engagement by an individual in learning activity across the unit of competency/module.
- 3.2. In instances where competency based completions are involved, and where the employer signoff has not yet been received by the RTO, an auditor will consider the last piece of Evidence of Participation within the Training Services.
- 3.3. Evidence sought in this regard needs to be authenticated by documented evidence from the RTO of engagement by the student in the learning activity. To be valid, evidence provided must contain the student's name or identification number, a module or unit of competency identifier and a date. The VSC will determine, at its absolute discretion, if the evidence provided is sufficient to substantiate the claim that the student participated in training.

3.4. The only Evidence of Participation that will be accepted for this purpose is as follows:

- a. **Evidence of work submitted relating to engagement by the student in the unit of competency or module.** 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, the unit of competency/ module and date completed, for example identification of a student trademark and a delivery schedule or equivalent detailing how the piece of work covers the module or unit of competency in question, including due dates and milestones.

OR

- b. **Instructor notes based on personal interviews, telephone, e-mail, or other communication modes on the engagement of a student in learning activity of the unit of competency or module.**

OR

- c. **A provider endorsed attendance roll:**

In order to be considered acceptable, the format of the roll should be one that is recognised by the training organisation as a tool to record attendance as a part of their normal processes. 'Endorsed' in this instance means a signature of the trainer or relevant administration person of the RTO on the attendance roll. 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 client is marked on the roll (i.e. endorsed each time the client is marked on the roll). Where the roll indicates that the individual has only attended the first class supporting documentation must be supplied demonstrating that there was engagement in the learning activities of the module / unit of competency during that class. Attendance at an induction or orientation class alone is not sufficient Evidence of Participation.

For clustered delivery:

- i. 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;
- ii. where the modules are delivered consecutively (or "lock-step"), a notation on a roll or student management sheet that indicates which training was actually delivered in a session at the unit of competency or module level will be sufficient;

- iii. for other types of clustered delivery, a delivery schedule or equivalent must be provided that shows the planned training, at the unit of competency or module level, on the date/s the individual was in attendance.

OR

d. Primary documentation that provides evidence of assessment:

Primary documentation is considered to be either a secure paper based or electronic record that indicates an actual result consistent with assessment. 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. For all RPL outcomes, only the primary assessment tool used for any skills recognition assessments will be accepted.

OR

e. Where primary recording documentation is not available a signed statutory declaration from the relevant provider staff affirming an individual's participation:

In the event that extreme circumstances prevent the provision of any of the primary recording documentation as detailed above (e.g. fire, flood or other equivalent circumstances), staff directly associated with the training delivery that are authorised by the RTO may be prepared to attest participation of the individual in the unit of competency or module enrolment in question. In all such cases the staff member is required to submit and sign a statutory declaration affirming their evidence.

To result in a verifiable enrolment an auditor would be required to record two (2) elements, certified by an appropriate staff member:

- i. a full explanation of the reasons why primary recording documentation is not available; and
- ii. a signed and dated statutory declaration containing a full explanation of the evidence being provided and affirmed. The auditor would determine if the evidence provided is sufficient to substantiate the claim that the individual participated and thereby verify the enrolment. It should be noted that a signed document merely stating that participation within the enrolment has occurred would not meet verification requirements.

OR

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

Where an individual has a secure login to specific learning activity (for the 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. The login record must evidence the Eligible Individual undertaking learning activity or assessment activity. A login record indicating the Eligible Individual received training materials alone is not sufficient Evidence of Participation.

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 individual has commenced working on the learning materials received.**

3.5. Evidence of Participation for each Eligible Individual being provided with Training Services by the RTO and in respect of which Funds are payable by the Commission must be collected and retained by the RTO for audit purposes.

3.6. In undertaking an audit of Evidence of Participation in respect of Eligible Individuals, an auditor will attempt to utilise appropriate recording models adopted by the RTO to assure Evidence of Participation relating to the unit of competency or module.

3.7. **General Requirements associated with verification of participation**

a. Where a final assessment in the next collection year is supplied to justify participation in a module or unit of competency for a continuing enrolment in the current collection year, an auditor may verify each enrolment for participation on its merits.

b. An auditor will not accept RTO based Certificates in isolation to satisfy Evidence of Participation at the unit of competency or module level.

c. Statements from Eligible Individuals declaring they participated in the module/unit of competency will only be accepted if evidence of extreme and exceptional circumstances such as fire, flood or theft, outlined in 3.4 e, is provided.

d. Verification of enrolments will not be allowed where documents such as 'catch all' sets of questions are provided as the only

Evidence of Participation in respect of an Eligible Individual for a module or unit of competency. These sets of questions are typically completed on the first day of student attendance, covering all modules or units of competency within the cluster and the nature of the questions are very simple with limited educational use.

3.8. Clarification Regarding Participation in VCE Units 3 & 4

There are particular requirements for Evidence of Participation in respect of Eligible Individuals relating to VCE Units 3 & 4:

- a. the criteria of Evidence of Participation apply to VCE Units 3 & 4 as they do to all other units or modules;
- b. VCE Units 3 & 4 should be reported on the AVETMISS as individual units of study, (e.g. "Unit 3 Economics" Code ECO33 and "Unit 4 Economics" Code ECO34). Where an individual withdraws after commencing Unit 3, the provider will also need to withdraw the individual from Unit 4, as both units must be delivered sequentially. In this instance the individual would be considered to have participated only in Unit 3, but not Unit 4 as there was no attendance or participation;
- c. where withdrawal is prior to May 1st, the individual will be automatically withdrawn from both Units 3 and 4;
- d. where an individual 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; and
- e. where an individual 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.

4. Practical Placements

- 4.1. In accordance to section 5.4.15 of the Act, practical placements must be conducted in accordance with the *Guidelines for Registered Training Organisations and Employers in relation to students of technical and further education undertaking Practical Placement* (the Practical Placement Guidelines) available at: <http://www.skills.vic.gov.au/corporate/providers/training-organisations>

5. Nursing courses / qualifications

- 5.1. If the Training Services to be provided by the RTO to Eligible Individuals includes the delivery of:
- a. the Certificate IV in Nursing (Enrolled/Division 2 Nursing); and/or
 - b. the Diploma of Nursing (Enrolled/Division 2 Nursing); and/or
 - c. any other course/units of competency that are regulated by the Nursing and Midwifery Board of Australia (NMBA) or accredited by the Australian Nursing and Midwifery Council Limited (ANMC);
- then the provision of Training Services by the RTO must be in accordance with the guidelines and regulations of the NMBA and the ANMC, and delivery (including method, mode and location/facilities) must be approved by the NMBA and ANMC as appropriate.

6. Completions

- 6.1. The RTO must issue recognised qualifications or Statements of Attainment to the specifications of the relevant accredited courses, endorsed national Training Packages, as well as any other applicable guidelines, regulations or legislation. Refer to Part B for particular requirements relating to completions by Apprentices/Trainees.

PART B: SPECIFIC REQUIREMENTS RELATING TO APPRENTICESHIP / TRAINEESHIP TRAINING

7. Apprentice / Trainee eligibility requirements

- 7.1. If the RTO is to deliver training to eligible Apprentices / Trainees who are Eligible Individuals in accordance with the schemes deemed by the Commission to be Approved Training Schemes under the Act, then in addition to individual eligibility requirements detailed in Schedule 2 of the Agreement, to be eligible for government subsidised training under the Agreement as an Apprentice / Trainee and thereby be an Eligible Individual for the purposes of this Agreement, the individual must be:
- a. employed in Victoria in either a full time or part time capacity under an award or registered agreement;
 - b. undertaking an Approved Training Scheme;
 - c. a signatory to a Training Contract with their employer which is registered with the Commission;
 - d. a signatory, jointly with the employer and the RTO, to a Training Plan; and
 - e. involved in paid work and Structured Training, either workplace based or off-the job.
- 7.2. Whether an individual is an Apprentice or a Trainee depends on how the qualification they are undertaking is designated in the relevant Approved Training Scheme listed in the industry guides at: <http://www.skills.vic.gov.au/corporate/publications/brochures-and-fact-sheets/apprenticeships-and-traineeships-in-victoria-industry-guides>
- 7.3. The RTO may enter and update information on the SVTS 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.

8. Training Plan Requirements for Apprentices / Trainees

- 8.1. Employers are required to arrange for their Apprentices/Trainees to be enrolled with an RTO and for a Training Plan to be signed within three (3) months of the date of commencement of the Training Contract. This period also has an impact on the payment of government incentives.

The RTO's enrolment timelines should not impede the employer's ability to comply with this requirement.

- 8.2. Subject to any nominal duration that may be specified in an Approved Training Scheme, the employer and Apprentice / Trainee (but not the RTO) can specify a duration less than the maximum over which competencies will be attained. Completion will be available earlier than the specified duration in the Training Contract if all competencies have been attained, and an extension to the maximum duration can be mutually agreed if all required competencies have not been attained.
- 8.3. Training models offered by RTOs should ensure compliance with the Commission's Part Time policy (refer to Clause 13).
- 8.4. A Training Plan must be developed by the RTO, together with the employer, and Apprentice / Trainee and should be consistent with the qualification to be obtained and customised (as required) consistent with the outcomes of the Pre-Training Review. Training Plans may be developed and signed prior to training commencement but no later than four (4) weeks after training commencement.
- 8.5. The Training Plan must be vocationally relevant and reflect industry requirements and the workplace setting. It must list 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 / 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 / Trainee).
- 8.6. A Training Plan must include all of the following and be straight forward, easy to follow and written in plain English:
 - a. name and contact details of the RTO and employer;
 - b. title of qualification;
 - c. competencies/modules to be obtained;
 - d. scheduled hours for competencies to be obtained;
 - e. timeframe for achieving competencies including the start date and end date of each competency;
 - f. delivery modes to be used;
 - g. detailed training activities and responsibilities for training to be undertaken as part of any workplace based training arrangements;
 - h. assessment details and arrangements;
 - i. party or parties responsible for the delivery and/or assessment of each competence;

- i. details (when, how & how much) of the time allocated outside routine work duties for Structured Training;
 - j. record of RPL and Credit Transfer hours granted, as relevant;
 - k. signature (including date of signature) of the RTO representative, employer, Apprentice / Trainee (School-based Apprentices / Trainees also require the signature of the school's representative); and
 - l. any other specific requirements to be met in accordance with the Training Contract or the Approved Training Scheme.
- 8.7. The RTO must update the Training Plan according to any changes mutually agreed with the parties to the Training Contract throughout the Training Services. The changes must be endorsed by the employer and Apprentice /Trainee.
- 8.8. Training Plans guidelines are provided at the following web address:
- <http://www.skills.vic.gov.au/publications/brochures-and-fact-sheets/training-plans>
- 8.9. Details of Training Packages and Victorian Implementation Guides and sample training plans are available at:
- <http://trainingsupport.skills.vic.gov.au>

9. General Administrative Practices

- 9.1. The RTO must immediately notify the relevant Australian Apprenticeships Centre (AAC) if the qualification on DELTA is not appropriate or relevant to the Apprentice's / Trainee's work duties, and request that the employer and Apprentice / Trainee vary the Training Contract.
- 9.2. The RTO must notify the Manager of Apprenticeship Administration at the Department on telephone 03 9651 4717 within 24 hours of being notified of the death of an Apprentice / Trainee.
- 9.3. The RTO must notify the relevant organisation as listed below within two (2) weeks of:
- a. an Apprentice's / Trainee's non-enrolment – notify AAC (if not accepting enrolment, set the DELTA record to "POL unknown" and notify AAC);

- b. a situation, including absences, which has the potential to affect completion of the Training Contract (after making an effort to resolve the matter via contact with the employer and Apprentice) – notify an Apprenticeship Field Officer;
 - c. withdrawal/non-start of enrolled Apprentice / Trainee – notify AAC;
 - d. the requirements being met for issuing of a qualification to any Trainee, or an Apprentice who commenced training on or after the relevant dates shown in Clause 11.3 – notify the Department (update the DELTA database by marking “Successful completion/POL complete”, change the status to “Complete” and enter the actual completion date);
 - e. the requirements being met for issuing of a qualification to an Apprentice who commenced training before the relevant dates in Clause 11.3 – notify the Department (update DELTA to mark “Successful completion/POL Complete”);
 - f. an Apprentice’s / Trainee’s change of address – notify the Department by updating DELTA;
 - g. an Apprentice’s / Trainee’s change of employer – notify AAC.
- 9.4. The RTO must sign claim forms for Commonwealth Department of Education, Employment and Workplace Relations (DEEWR) Employer Incentives for Apprentices / Trainees when training delivery commences and as appropriate for progression and completion claims.

10. Delivery Practices

- 10.1. The RTO must not commence Structured Training before:
- a. the commencement date of the Training Contract;
 - b. creation of the DELTA record; and
 - c. the trainer has contacted the workplace supervisor of the Apprentice/Trainee to:
 - i. outline the supervisor’s responsibilities;
 - ii. outline the purpose of further contacts; and
 - iii. outline the key features of the Training Plan.

10.2. The RTO must:

- a. provide training in the Approved Training Scheme nominated on the Training Contract to full time or part time Apprentices / Trainees;
- b. make all reasonable provisions for the Apprentice / Trainee to achieve all competencies required for the Structured Training identified in the Approved Training Scheme within the nominal duration of the Training Contract;
- c. advise the Apprentice / Trainee and their 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 nominal completion date of the Training Contract (this application should be lodged by the employer via the relevant AAC); and
- d. for Apprentices, commencing training on or after the dates shown in Clause 11.3, make a minimum of four contacts per year with the employer in person, in writing or electronically to discuss the Apprentice's progress against the Training Plan and obtain employer confirmation in writing (including e-mail) of the Apprentice's competence in the workplace.

(Timelines for employer confirmation should be agreed with an employer. Assessments of competence should be grouped around completion of clusters of competencies rather than for completion of any individual competency. If the employer is a Group Training Organisation (GTO), sign-off must be from the GTO, not the host employer).

10.3. The RTO may deliver Structured Training within one or a combination of both of the following modes:

- a. Off-the-job Structured Training refers to training that is conducted by the RTO's training staff at the RTO's training facility. It is often referred to as trade school, block release or on-campus training; and/or
- b. Workplace based Structured Training refers to training that is conducted by the RTO's training staff at the Apprentice's / Trainee's workplace. The Apprentice / Trainee must be withdrawn from regular work duties in order to participate in the training.

11. Completion requirements for Apprentices/ Trainees

- 11.1. For all Trainees, and for all Apprentices who commenced training on or after the relevant dates shown in Clause 11.3, the RTO may issue the qualification only when:

- a. all competencies of the Structured Training have been achieved; and
 - b. the employer has returned a written confirmation of the Apprentice's / Trainee's competence as an employee in the workplace (if the employer is a GTO, final confirmation must be from the GTO, not the host employer). The RTO must retain the written confirmation of the Apprentice's / Trainee's competence from the employer for audit purposes; and
 - c. the RTO has given clear advice to the employer that final confirmation completes the Training Contract.
- 11.2. For all Apprentices who commenced training before the relevant dates in Clause 11.3, the RTO may issue the qualification when all competencies have been achieved.
- 11.3. Requirements for Competency Based Completion apply to Apprentices whose training commenced on or after the dates specified below:

Industry	Date
All <i>Engineering</i> industry Apprenticeships	1 January 2008
Apprenticeships in all other industries except those listed below	1 July 2010
All <i>Automotive</i> industry Apprenticeships	1 January 2011
<i>Electrotechnology</i> industry: only applies to the Certificate III in Electrotechnology Electrician (UEE30807) and the Certificate III in Refrigeration and Air-Conditioning (UEE31307) apprenticeships	1 January 2011
<i>Plumbing</i> industry: only applies to the Certificate III in Plumbing (CPC32408) apprenticeship	1 January 2011
<i>Building</i> industry: only applies to the Certificate III in Carpentry (CPC30208), Certificate III in Joinery (CPC31908) and Certificate III in Carpentry and Joinery (CPC32008)	1 January 2011
<i>Retail</i> industry: only applies to the Certificate III in Floristry (WRF30104) apprenticeship.	1 January 2011

- 11.4. The RTO must ensure that qualifications issued following the completion of an Approved Training Scheme contain on the certificate below the qualification title, the words "achieved through Australian Apprenticeship arrangements".

12. Workplace Based Training Minimum Compliance Standards

- 12.1. For every Apprentice / Trainee who is undertaking some workplace based training, in addition to the requirements in Clause 10, the RTO is required to:
- a. conduct a workplace induction with the Apprentice / Trainee and supervisor and sign off the Training Plan with the supervisor/employer;
 - b. depending on the proportion of training and assessment in the workplace, conduct a minimum number of additional visits as follows:
 - i. 1 visit if 25 per cent or less of the SCHs of the qualification;
 - ii. 2 visits for 25 - 50 per cent of the SCHs of the qualification;
 - iii. 3 visits for 50 - 75 per cent of the SCHs of the qualification;
and
 - iv. 4 visits for more than 75 per cent of the SCHs of the qualification;
 - c. obtain verification of the face to face visits by acquiring the dated signature of the employer/workplace supervisor and Apprentice / Trainee;
 - d. during the course of the visit:
 - i. meet with the Apprentice / Trainee external from their direct work environment to discuss progress in relation to the Training Plan;
 - ii. deliver training and/or assessment in accordance with the Training Plan; and
 - iii. document the training and/or assessment provided in reference to the competencies;
 - e. document the withdrawal time from routine work duties for Structured Training activities which are as follows:
 - i. at Certificates III and above, a minimum of three hours per week, averaged over a four week cycle (pro rata for part time Trainees and only for the duration of competencies delivered and assessed in the workplace if the training program combines Off-the-job Structured Training and Workplace based Structured Training);

- ii. at Certificates I and II a minimum of one and half hours per week, averaged over a eight week cycle (pro rata for part time Trainees and only for the duration of competencies delivered and assessed in the workplace if the training program combines Off-the-job Structured Training and Workplace based Structured Training); and
 - iii. a maximum of 40 hours of the annual withdrawal time may be delivered as block training within the first 3 months of training for all certificates. This training should focus on compliance and regulatory units and generic skills.
- f where an employer/supervisor is not allowing the Apprentice / Trainee to be withdrawn from routine work duties for the applicable minimum specified time, report the non-compliance to the Manager of Apprenticeships Administration at the Department within 14 days if initial consultation with the employer/supervisor does not resolve the issue.
- g make monthly contact by either e-mail, fax or phone with both the Apprentice / Trainee and the workplace supervisor to:
- i. monitor the progress of training against the Training Plan;
 - ii. monitor and document the training/learning activities undertaken during the withdrawal time for the previous month; and
 - iii. record the dates and time periods logged as withdrawal time in the previous month.

13. Part Time Apprenticeships / Traineeships

- 13.1. All Approved Training Schemes are available on a part time basis subject to there being a suitable industrial arrangement in place (which do not currently exist for most Apprenticeships).
- 13.2. The onus is on the employer to establish that this is the case and to certify to such on the Training Contract.
- 13.3. The RTO should not develop or market programs that impede the employer's ability to comply with this requirement.

14. School-Based Apprenticeships / Traineeships

- 14.1. All Apprenticeships / Traineeships can also be undertaken as school based programs, subject to the availability of suitable industrial

arrangements. Arrangements are in place by the Victorian Curriculum and Assessment Authority (VCAA) to support any Apprentice / Trainee obtaining credit into their VCE or VCAL program.

- 14.2. In the event that the Apprentice / Trainee is undertaking the training as part of a School Based Apprenticeship / Traineeship (SBAT), the RTO must ensure that:
- a. it makes contact with the secondary school to initiate completion of a Training Plan;
 - b. the Training Plan is also signed by an authorised representative of the SBAT's school within two (2) months of the signing of the Training Contract;
 - c. a copy of the completed (signed) Training Plan is provided to the relevant AAC;
 - d. in consultation with the SBAT's school, report SBAT results in a timely manner for the school to enter results on the Victorian Assessment Software System (VASS). Results must be supplied to schools at least one (1) week prior to the cut off date as schools require one (1) week to allow for data entry. Check the exact date at www.vcaa.vic.edu.au and search for the VCE and VCAL Administrative Handbook;
 - e. schools are notified when there are amendments to the Training Plan (this allows SBATs to receive full credit in their VCE or VCAL); and
 - f. there is compliance with specific requirements as identified at *Clause 13 Part time Apprenticeships / Traineeships*.

15. Competency Based Wage Progression

- 15.1. For engineering Apprentices whose training commenced on or after 1 January 2008, and for automotive Apprentices and automotive Trainees whose training commenced on or after 1 January 2011, the RTO must notify the employer immediately, in writing, when the Apprentice / Trainee attains any point of progression linked to a competency based wage system.

16. Unemployment of Apprentices / Trainees

- 16.1. In instances of Apprentice / Trainee unemployment:
- a. an RTO must continue the Structured Training, under a relevant Apprentice / Trainee funding source code as outlined in the

Victorian VET Student Statistical Collection Guidelines, of an Apprentice / Trainee who becomes unemployed before completing the qualification named on the Training Contract, for the following periods of time to provide reasonable opportunity of re-employment; and/or

- b. 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/or
 - c. a Trainee may continue to receive training towards the qualification named on the Training Contract for three (3) months, or to the end of the enrolment period for which the Trainee's tuition fees have been paid, whichever is the greater.
- 16.2. If an Apprentice / Trainee successfully completes the Structured Training while continuing to be unemployed the qualification can be issued but the words "achieved through Australian Apprenticeship arrangements" should be omitted from the certificate OR at the Apprentice's request, withhold the certificate to allow for re-employment and completion of the Training Contract.

PART C: DATA SYSTEMS AND RESOURCES

17. Data Systems

17.1. The RTO is required to access and/or submit data to a number of data systems managed by the Department. The table below provides a summary of relevant data systems and login addresses.

System Name	Purpose	Login Address	Comments
DELTA	Track and complete Training Contracts	https://secure.otte.vic.gov.au/deltarto/	The DELTA database records all Apprentices / Trainees in Victoria.
SVTS	Statistical reporting and claiming for training	https://secure.otte.vic.gov.au/SVTS/	Enter monthly delivery data for all training and claims.
	Enquires	https://secure.otte.vic.gov.au/SVTS/	The RTO should complete and submit all enquiries to the Department.
	Advise the Commission of Approved Training Schemes the RTO is delivering or intends to deliver	https://secure.otte.vic.gov.au/SVTS/	This information is made available to employers and AACs to assist them in identifying potential training providers for Apprentices / Trainees.
	Lost/Forgotten User ID and/or Password details	https://secure.otte.vic.gov.au/SVTS/	Refer to instructions on the Skills Victoria Training System Homepage.

17.2. If the RTO is delivering in Apprenticeship/ Traineeship mode, the RTO must access the DELTA database at least weekly to identify new individuals that have nominated the RTO as their preferred provider.

17.3. When an RTO is nominated as the training provider relating to Clause 17.2, the details for the Apprentice or Trainee are lodged by an AAC and registered on the Department's DELTA database. The RTO must have access to DELTA and should also check it regularly.

17.4. The RTO must register to use DELTA by completing the Conditions of Use form. Contact the DELTA Database Manager for a copy of the Conditions of Use form:

DELTA Database Manager
Department of Education and Early Childhood Development
PO Box 266
Melbourne 3001

Phone: 03 9651 4513

Fax: 03 9637 3220

- 17.5. The RTO must use the SVTS for all student statistical data and claims for funding in accordance with the *Victorian VET Student Statistical Collection Guidelines* and the *Skills Victoria Training System: Guide to Claims*.

18. Quick reference guide: Part Time and School-based Apprenticeships / Traineeships

	Part time Apprenticeship/ Traineeship	School based Apprenticeships and Traineeships (SBATs)
	A person undertaking a part time Apprenticeship / Traineeship outside of school hours. May or may not be a senior school student.	A senior school student undertaking a part time Apprenticeship / Traineeship partially in school hours. At least one day per week must be timetabled to be spent on the job or in training during the normal school week.
Minimum hours	At least 7 hours of employment and 6 hours of training per week This may be averaged over: <ul style="list-style-type: none"> • three periods of four months each in each year of the Training Contract for school students undertaking non integrated part time Apprenticeships/ Traineeships • 1, 2 or 4 week cycles for part time Apprentices/ Trainees not attending school (includes mature age workers, existing employees etc). • If the program is fully workplace based the Commission's standards for workplace based training shall apply. 	At least 7 hours of employment and 6 hours of training per week which may be averaged over three periods of four months in each year of the program, unless the program is fully workplace based in which case the Commission's standards for workplace based training shall apply.
School authorisation	Not required	In order for the Training Contract to be registered with the Department as a school based Apprentice, a school representative is required to sign the student's Training Plan. The school's acknowledgement indicates: <ul style="list-style-type: none"> • the student is enrolled in a senior secondary program (VCE or VCAL); • the school's awareness of the Training Plan and certification that the study, training and work commitments of the student form an integral part of that student's school learning program and study timetable. <p>In signing the Training Plan, the school is not endorsing the quality of the training for the SBAT, the occupational health and safety arrangements, or the wage arrangements/requirements.</p> <p>Note: The plan should be completed within 2 months of Training Contract commencing.</p>
Credit into VCE or VCAL	If the person is a school student, they are eligible to receive VCE or VCAL credit for the vocational training, if sought.	The student is eligible to receive VCE or VCAL credit for the vocational training.
Training Contract	Responds Yes or no to Q18 as appropriate Responds No to Q19.	Responds Yes to Q18 Responds Yes to Q 19.

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	
	<p>For part time Apprenticeships / Traineeships which are not fully workplace based, the requirements of the Commission's part time Apprenticeships / 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 / Trainee is also a school student undertaking the Apprenticeship / Traineeship outside school hours in which case it may be averaged over three periods of four months in each year of the program.</p>				<p>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 7 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.</p> <p>However if the training program is fully workplace based, the Commission's standards for workplace based training shall apply (see below).</p> <p>Additionally a school representative is required to sign the Training Plan and that plan should be submitted within 2 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.</p>		
Fully Workplace Based	<p>The minimum hours of employment are 13 hours per week.</p> <p>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.</p> <p>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.</p> <p>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.</p>						

19. Useful websites

Australian Apprenticeships Centres

<http://www.australianapprenticeships.gov.au/search/aacsearch.asp>

Australian Quality Training Framework (AQTF)

<http://www.training.com.au>

Australian Skills Quality Authority (ASQA)

<http://www.asqa.gov.au/>

Course Accreditation

<http://www.vrqa.vic.gov.au/accreditation/vet/default.htm>

<http://www.asqa.gov.au/course-accreditation/course-accreditation.html>

Curriculum Maintenance Managers

<http://trainingsupport.skills.vic.gov.au>

Guide to Apprenticeships and Traineeships and industry guides

http://www.skills.vic.gov.au/_data/assets/pdf_file/0005/347999/A-Guide-to-Apprenticeships-and-Traineeships-Fifth-Edition-June-2011.pdf

<http://www.skills.vic.gov.au/publications/brochures-and-fact-sheets/apprenticeships-and-traineeships-in-victoria-industry-guides>

Training.gov.au

<http://training.gov.au/>

Higher Education and Skills Corporate website

<http://www.skills.vic.gov.au/corporate>

Standards for the National VET Regulator (NVR)

<http://www.asqa.gov.au/>

Victorian VET Student Statistical Collection Guidelines

<http://www.skills.vic.gov.au/corporate/statistics/>

Victorian Curriculum and Assessment Authority (VCAA)

<http://www.vcaa.vic.edu.au/>

Victorian Purchasing Guides

<http://trainingsupport.skills.vic.gov.au>

Victorian Registration and Qualification Authority (VRQA)

<http://www.vrqa.vic.gov.au>

20. Glossary

Terms	Explanation
PPYD	Pathways, Participation and Youth Division of the Department, 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
ASQA	Australian Skills Quality Authority (ASQA)
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 contracted 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 SVTS for RTOs to complete and submit for any enquiries about Skills for Victoria.
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, e.g. first aid, meat inspection.
Recognition of Prior Learning (RPL)	RPL involves the assessment of any previously unrecognised skills and knowledge that an individual has achieved outside the formal education and training system. RPL is an assessment process (as distinct from a training process) that assesses the individual's non-formal and informal learning. This assessment determines the extent to which an individual has achieved the required learning outcomes, competency outcomes, or standards for entry to, and/or partial or total completion of a qualification.

Terms	Explanation
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 RTO schedules for a module or unit of competency enrolment. The Scheduled Hours will often be the same as the Nominal Hours, however different local circumstances or delivery types may result in a variation from the nominal curriculum hours.
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.
SVTS	Skills Victoria Training System (SVTS) – The Department's IT system for managing contracts between the Victorian Skills Commission and RTOs for delivery of Victorian 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 date of commencement of the Training Contract for the Apprenticeship / Traineeship can be found on the DELTA record at the field called: <i>(date) Commenced</i> . The data in this field is the date on which the legal Contract between the employer and the Apprentice / Trainee comes into effect.
Training Package Qualification	Identifies the title of the training package qualification directly related to the training, as described at http://training.gov.au/
Training Plan	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. 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.
Victorian Training	The <i>Victorian Training Guarantee</i> is an entitlement to a government subsidised place in recognised training that can be accessed at any

Terms	Explanation
Guarantee	time.
VRQA	Victorian Registration and Qualifications Authority

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2012 Service Agreement

Schedule 2

Skills for Victoria

Program Specifications

VERSION	DATE	COMMENTS
2012 Version 1.0	October 2011	Draft as posted with EOI
2012 Version 1.1	November 2011	Final as contracted
2012 Version 1.2	June 2012	Incorporating changes from SAN 2012-15, SAN 2012-11, SAN 2012-10, SAN 2012-09, SAN 2012-04 & SAN 2012-03

PURPOSE

This Schedule 2 describes the *Skills for Victoria* program specifications and must be read in conjunction with the Agreement.

1 Eligibility requirements

- 1.1 An individual is not eligible for government subsidised training under this Schedule 2 if the individual is:
- a a student enrolled in a school (excluding a School Based Apprentice / Trainee), and undertaking accredited vocational education and training (VET) that has been arranged by the school. Government schools are responsible for funding these opportunities for VET through their Student Resource Package (SRP) allocation, including targeted VET in Schools funding. Non-government schools make similar decisions for students on the basis of the resources available to them. This, of course, does not preclude an individual of school age accessing VET opportunities separate to and outside of their school education; or
 - b a prisoner within the meaning of the *Corrections Act 1986* who is held at any one of the following custodial settings:
 - i Ararat Prison
 - ii Barwon Prison
 - iii Beechworth Prison
 - iv Dame Phyllis Frost Centre
 - v Dhurringile Prison
 - vi Langi Kal Kal Prison
 - vii Loddon Prison
 - viii Marngoneet Correctional Centre
 - ix Tarrengower Prison
 - x Truganina (Metropolitan Remand Centre)
 - xi West Melbourne (Melbourne Assessment Prison)
 - xii Fulham Correctional Centre
 - xiii Port Phillip Prison
 - c A person who is detained under the *Mental Health Act 1986*; or the *Crimes (Mental Impairment and Unfitness to be Tried) Act 1997* or the *Sentencing Act 1991* at the Thomas Embling Hospital.
 - d A person who is detained (other than on weekend detention) under the *Children, Youth and Families Act 2005* or the *Sentencing Act 1991* or who is held on remand in one of the following youth justice facilities:

- i Malmsbury Juvenile Justice Centre
 - ii Parkville Youth Residential Centre
 - 1.2 These exclusions do not apply to individuals on community based orders or individuals held in Judy Lazarus Transition Centre who, subject to Clause 1 of this Schedule 2, may be eligible for funding under this Schedule 2 as they are able to physically access training outside of a custodial setting without supervision.
 - 1.3 The RTO must apply the following requirements to determine whether an individual is eligible for government subsidised training under this Schedule 2 and thereby be an Eligible Individual for the purpose of this Schedule 2.
 - 1.4 To be eligible, an individual must meet the general citizenship/residency requirements and *Victorian Training Guarantee* requirements as follows:
 - a To meet general citizenship/ residency eligibility requirements, an individual must be:
 - i an Australian citizen; or
 - ii a holder of a permanent visa; or
 - iii a holder of a Special Category Visa (sub-class 444); or
 - iv an East Timorese asylum seeker; or
 - v a holder of a Temporary Protection Visa.
 - b To meet the *Victorian Training Guarantee* eligibility requirements, an individual must enrol and commence training in a course or qualification provided by the RTO between the later of 1 January 2012 or when this Agreement is executed, and 31 December 2012 inclusive and be:
 - i under 20 years of age (as at 1 January 2012) and undertaking recognised training; or
 - ii over 20 years of age (as at 1 January 2012) and undertaking recognised training in a Foundation Skills course; or
 - iii over 20 years of age (as at 1 January 2012) and undertaking recognised training as an Apprentice (not Trainee); or
 - iv over 20 years of age (as at 1 January 2012) and undertaking recognised training in a course that is at a higher qualification level than the highest qualification held at the time of the scheduled commencement of training.
- and** (effective 8 February 2012)
- v have not commenced or not be scheduled to commence more than two Victorian Government subsidised courses in 2012 (excluding courses in the Foundation Skills Category); and

vi not be currently enrolled in two or more Victorian Government subsidised courses (excluding courses in the Foundation Skills Category).

- 1.5 The RTO must have a clear and documented business process for the determination of eligibility of individuals for government subsidised training under this Schedule 2. The business process and related documentation demonstrating that appropriate checks have been performed to establish each individual’s eligibility must be available to the Commission (or persons authorised by the Commission) for audit purposes.
- 1.6 Additional guidance for determining eligibility of individuals is detailed at Attachment 1 to this Schedule 2.
- 1.7 The eligibility requirements include a reference to courses in the Foundation Skills category. Courses have been classified into categories for the purposes of determining eligibility, tuition fee calculation and funding rates. In general, the course categories are as follows:

Course Category	Award
Foundation Skills	Foundation Level and Pre-Accredited Courses
Skills Creation	Certificate I and II
Skills Building	Certificate III and IV
Traineeships	Various
Apprenticeships	Various
Skills Deepening	Diploma and Advanced Diploma

- 1.8 The current detailed list of course categories is at Attachment 2 to this Schedule 2.

Evidence of Eligibility for the Victorian Training Guarantee

- 1.9 Relevant evidence to be retained by the RTO for each Eligible Individual must include:
 - a a signed confirmation by an authorised delegate of the RTO* that one (1) piece of original documentary evidence, or a certified photocopy of original documentary evidence, from the following list, has been sighted:
 - i an Australian Birth Certificate; or
 - ii a current Australian Passport; or
 - iii a current New Zealand Passport; or
 - iv a naturalisation certificate; or



- v a Temporary Protection Visa; or
- vi a green Medicare Card; or
- vii formal documentation issued by the Australian Department of Immigration and Citizenship confirming permanent residence; or
- viii a signed declaration by a relevant referee.

And if the individual is deemed an Eligible Individual under clause 1.4 a and 1.4 b, and the original document produced from the list above does not include a date of birth:

- ix a current drivers licence; or
 - x a current learner permit; or
 - xi a Proof of Age card; or
 - xii a 'Keypass' card; and
- b for individuals deemed Eligible Individuals under clause 1.4 a and 1.4 b iv, a signed declaration by the Eligible Individual, stating the highest qualification that they hold.
- c for individuals deemed Eligible Individuals under clause 1.4, a signed declaration by the Eligible Individual stating the number of government subsidised courses they have commenced or are scheduled to commence in 2012; and the number of government subsidised courses they are currently undertaking (effective 8 February 2012).

* An authorised delegate means an employee/s of the RTO who has been formally delegated this function from the CEO or equivalent. For an authority to be formally delegated, written evidence of such a delegation must be available at audit.

- 1.10 The evidence described in clause 1.9 must be recorded in a form prescribed by the Commission or in a form which records the exact information as the form prescribed by the Commission and must be available to the Commission (or persons authorised by the Commission) for audit purposes.

2 Eligibility Exemptions

- 2.1 Exemptions may be granted for individuals who do not meet the eligibility requirements detailed in Clause 1 of this Schedule 2 (referred to as Eligibility Exemptions).
- 2.2 Eligibility Exemptions will be available for individuals in accordance with formal advice provided by the Commission and updated from time to time.
- 2.3 Eligibility Exemptions will apply to the total hours in a course or qualification, up to completion. An Eligibility Exemption provides access

to a government subsidised place only and does not extend to student tuition or other fees, which apply to these enrolments in the same way as all other enrolments.

- 2.4 In some instances the Commission may allow the RTO to grant Eligibility Exemptions to individuals who do not meet the eligibility requirements detailed in Clause 1 of this Schedule 2. In these instances:
- a the RTO will be advised by the Commission in writing of any relevant arrangements;
 - b Eligibility Exemptions may not be granted by the RTO to individuals until such time as the Commission confirms relevant arrangements to the RTO in writing;
 - c the RTO is responsible for determining Eligibility Exemptions on a case by case basis, at a local level in accordance with the guidelines from the Commission;
 - d the RTO is required to retain documented evidence to support its decision to grant an Eligibility Exemption to an individual; and
 - e the Commission is under no obligation to confer any Eligibility Exemptions on the RTO to grant to individuals.
- 2.5 In some instances, the Commission, or an organisation authorised by the Commission, may directly grant an Eligibility Exemption to an individual who does not meet the eligibility requirements detailed in Clause 1 of this Schedule 2. In these instances:
- a the individual is required to provide the RTO with documentation to verify that an Eligibility Exemption has been granted; and
 - b the RTO must retain documented evidence confirming the individual's Eligibility Exemption; and
 - c the RTO must enrol the individual in accordance with the relevant procedures issued by the Commission from time to time.
- 2.6 The RTO must report Eligibility Exemptions to the Commission through the use of the Eligibility Exemption Indicator field in the monthly Student Statistical Reports to be provided under the Agreement.
- 2.7 An individual granted an Eligibility Exemption in accordance with this Clause 2 will be considered an Eligible Individual for the purposes of the Schedule 2.

3 Tuition Fees

- 3.1 The RTO must adhere to:
- a the requirements set out in Attachment 3 to Schedule 2 and related fee tables; and
 - b any subsequent relevant requirements set out in:
 - i. a Service Agreement Notification; and/or

- ii. orders or regulations pursuant to the Act or the National Act

with respect to the amount, imposition and collection of tuition fees and other fees for government subsidised training and financial and accountability requirements with regards to student fees (Fee Requirements) as if they were set out in this Agreement.

3.2 For the avoidance of doubt:

- a Fee Requirements set out in any subsequent Service Agreement Notification or subsequent orders or regulations pursuant to the Act or the National Act take priority over Fee Requirements set out in Attachment 3 to Schedule 2 and related fee tables;
- b Fee Requirements set out in orders or regulations pursuant to the Act or the National Act take priority over Fee Requirements set out in a Service Agreement Notification.

4 Determination and payment of Fee Concession Reimbursements and Fee Concession Contributions

4.1 Fee concessions can only be considered for application to individuals undertaking government subsidised training funded under this Agreement.

4.2 Where the RTO has granted a fee concession:

- a to an Eligible Individual who holds a relevant concession card in accordance with the requirements set out in the 2012 Guidelines about Fees; or
- b to an Indigenous student under the Indigenous Completions Initiative;

the RTO will be reimbursed by or receive a contribution from the Commission as a result of charging the concession fee to that individual.

4.3 The RTO must retain copies of all documentation demonstrating an individual's eligibility for the fee concession granted by the RTO for audit purposes and to meet the record keeping requirements set out in 2012 Guidelines about Fees.

4.4 The RTO must report all fee concessions granted by the RTO to Eligible Individuals to the Commission in accordance with the fee concession reporting requirements outlined in the Victorian VET Student Statistical Collection Guidelines issued by the Commission.

PART A – Fee Concession Reimbursement for Eligible Individuals with a course commencement date up to and including 30 June 2012

4.5 For Eligible Individuals with a course commencement date up to and including 30 June 2012, reimbursement by the Commission under

clause 4.2 of this Schedule 2 is on the basis of Student Statistical Reports provided by the RTO taking into account scheduled hours; qualifications for enrolments for which concessions were granted; and data indicating the grounds for the concession granted to an individual.

- 4.6 The reimbursement amount for the purposes of clause 4.2 a) of this Schedule 2 will be calculated by the Commission on the basis 80 per cent of the relevant maximum hourly tuition fee as identified in the table below, applied to the paid scheduled hours in each enrolment, up to the relevant maximum identified in the table below:

Category	Maximum Hourly Tuition Fee	Maximum Reimbursement
Foundation Skills	\$1.08	\$450
Skills Creation	\$1.62	\$770
Apprenticeships	\$2.17	\$1,062.50
Traineeships	\$2.17	\$1,062.50
Skills Building	\$2.17	\$1,062.50
Skills Deepening	N/A	N/A

- 4.7 The reimbursement amount for the purposes of clause 4.2 b) of this Schedule 2 will be calculated by the Commission on the basis of 80 per cent of the relevant maximum hourly tuition fee as identified in the table below, applied to the paid scheduled hours in each enrolment, up to the relevant maximum identified in the table below:

Category	Maximum Hourly Tuition Fee	Maximum Reimbursement
Foundation Skills	\$1.08	\$450
Skills Creation	\$1.62	\$770
Apprenticeships	\$2.17	\$1,062.50
Traineeships	\$2.17	\$1,062.50
Skills Building	\$2.17	\$1,062.50
Skills Deepening	\$4.33	\$2125

PART B – Fee Concession Contribution for Eligible Individuals with a course commencement date on or after 1 July 2012

- 4.8 For Eligible Individuals with a course commencement date on or after 1 July 2012, the Fee Concession Contribution paid to the RTO by the Commission under clause 4.2 of this Schedule 2 is on the basis of Student Statistical Reports provided by the RTO taking into account scheduled hours; qualifications for enrolments for which concessions were granted; and data indicating the grounds for the concession granted to an individual.
- 4.9 The Fee Concession Contribution amount for the purposes of clause 4.2 a) of this Schedule 2 will be calculated on the basis of the 'Fee Concession Contribution per hour' for the course (as identified on the Student Tuition Fee Contribution Report as published on the SVTS), applied to the paid scheduled hours in each enrolment.

4.10 The Fee Concession Contribution amount for the purposes of clause 4.2 b) of this Schedule 2 will be calculated on the basis of the 'Fee Concession Contribution per hour for Indigenous Students' for the course (as identified on the Student Tuition Fee Contribution Report as published on the SVTS), applied to the paid scheduled hours in each enrolment.

5 Determination and payment of Fee Waiver/Exemption Payments

General Fee Waiver/ Exemption Requirements

5.1 Fee waivers/exemptions can only be considered for application to individuals undertaking government subsidised training funded under this Agreement.

5.2 The RTO must retain copies of all documentation demonstrating an individual's eligibility for a fee waiver/exemption granted by the RTO for audit purposes and to meet the record keeping requirements set out in the 2012 Guidelines about Fees.

5.3 The RTO must report all fee waivers/ exemptions granted to Eligible Individuals to the Commission in accordance with the fee waiver/ exemption reporting requirements outlined in the Victorian VET Student Statistical Collection Guidelines issued by the Commission.

Job Seeker Fee Waiver

5.4 The RTO must apply a fee waiver to an Eligible Individual who is a Job Seeker. A 'Job Seeker' is defined as a person who is:

- a registered with an Employment Services Provider (ESP); and/ or
- b a participant in the Commonwealth Government's Community Development Employment Program and/or Access Program.

5.5 The Job Seeker Fee Waiver to be applied by the RTO is limited to enrolments in Certificates I, II, III, and IV and does not extend to any other fees, such as student services and amenities fees.

5.6 For Eligible Individuals who self-identify as being of Aboriginal or Torres Strait Islander descent (and are reported as such through the "Indigenous Student Identifier" field of the Student Statistical Report), the Job Seeker Fee Waiver supersedes the special tuition fee arrangements under the Indigenous Completions Initiative.

5.7 The RTO must sight and retain a copy of the original Job Seeker Referral form, and then return the original to the individual. On enrolment, a copy of this form must also be returned by the RTO to the Job Seeker's referral agency.

PART A – Job Seeker Fee Waiver for Eligible Individuals with a course commencement date up to and including 30 June 2012

5.8 For Eligible Individuals with a course commencement date up to and including 30 June 2012, where the RTO has granted a fee waiver under Clause 5.4 of this Schedule 2 to a Job Seeker who is an Eligible

Individual, the RTO will be paid an amount by the Commission equal to the value of the revenue foregone by the RTO in applying the fee waiver to the Job Seeker.

5.9 Reimbursement by the Commission under Clauses 5.4 and 5.8 of this Schedule 2 is on the basis of Student Statistical Reports provided by the RTO taking into account scheduled hours; qualifications for enrolments for which fee waivers were granted; and data indicating the grounds for the waiver granted to an individual.

5.10 Revenue foregone by the RTO for the purposes of calculating the Fee Waiver/Exemption Payment under clause 5.4 and 5.8 of this Schedule 2 will be calculated and reimbursed by the Commission on the basis of the relevant maximum hourly tuition fee as identified in the table below, applied to the paid scheduled hours in each enrolment, up to the relevant maximum as identified in the table below:

Category	Maximum Hourly Tuition Fee	Concession Fee
Foundation Skills	\$1.08	\$500
Skills Creation	\$1.62	\$875
Apprenticeships	\$2.17	\$1,250
Traineeships	\$2.17	\$1,250
Skills Building	\$2.17	\$1,250
Skills Deepening	N/A	N/A

PART B – Job Seeker Fee Waiver for Eligible Individuals with a course commencement date on or after 1 July 2012

5.11 For Eligible Individuals with a course commencement date on or after 1 July 2012, where the RTO has granted a fee waiver under Clause 5.4 of this Schedule 2 to a Job Seeker who is an Eligible Individual, the RTO will be paid a contribution from the Commission.

5.12 The contribution from the Commission under Clauses 5.4 and 5.11 of this Schedule 2 is on the basis of Student Statistical Reports provided by the RTO taking into account scheduled hours; qualifications for enrolments for which fee waivers were granted; and data indicating the grounds for the waiver granted to an individual.

5.13 The Fee Waiver/Exemption Contribution under clause 5.4 and 5.11 of this Schedule 2 will be calculated and paid by the Commission on the basis of the 'Fee Waiver Contribution per Hour' for the course (as identified on the Student Tuition Fee Contribution Report as published on the SVTS), applied to the paid scheduled hours in each enrolment.

Fee Exemption for prisoners from the Judy Lazarus Transition Centre and young people required to undertake a course of study pursuant to a community based order

5.14 The RTO must not charge a tuition fee to an Eligible Individual who is a prisoner from the Judy Lazarus Transition Centre or a young person required to undertake a course of study pursuant to a community based order, as defined in the 2012 Guidelines about Fees.

5.15 The RTO must sight and retain a copy of written confirmation that the Eligible Individual meets the requirements of Clause 5.14 from either the management of the Judy Lazarus Transition Centre; or the relevant Youth Justice Unit of the Department of Human Services as applicable.

PART A – Fee Exemption for Eligible Individuals as identified in 5.14 with a course commencement date up to and including 30 June 2012

5.16 For Eligible Individuals with a course commencement date up to and including 30 June 2012, where the RTO has granted a fee exemption under Clause 5.14 of this Schedule 2 to an Eligible Individual, the RTO will be reimbursed by the Commission for income foregone as a result of exempting the fee for that individual.

5.17 Reimbursement by the Commission under Clauses 5.14 and 5.16 of this Schedule 2 is on the basis of Student Statistical Reports provided by the RTO taking into account scheduled hours; qualifications for enrolments for which fee exemptions were granted; and data indicating the grounds for the exemption granted to an individual.

5.18 The reimbursement amount for the purposes of the Fee Waiver/Exemption Payment relating to clauses 5.14 and 5.16 of this Schedule 2 will be calculated and reimbursed by the Commission on the basis of 80% of the relevant maximum hourly tuition fee as identified in the table below, applied to the paid scheduled hours in each enrolment, up to the relevant maximum as identified in the table below.

Category	Maximum Hourly Tuition Fee	Maximum Reimbursement
Foundation Skills	\$1.08	\$500
Skills Creation	\$1.62	\$875
Apprenticeships	\$2.17	\$1,250
Traineeships	\$2.17	\$1,250
Skills Building	\$2.17	\$1,250
Skills Deepening	N/A	N/A

PART B – Fee Exemption for Eligible Individuals as identified in 5.14 with a course commencement date on or after 1 July 2012

5.19 For Eligible Individuals with a course commencement date on or after 1 July 2012, where the RTO has granted a fee exemption under Clause 5.14 of this Schedule 2 to an Eligible Individual, the RTO will be paid a contribution by the Commission.

5.20 The Fee Waiver/Exemption Contribution by the Commission under Clauses 5.14 and 5.19 of this Schedule 2 is on the basis of Student Statistical Reports provided by the RTO taking into account scheduled hours; qualifications for enrolments for which fee exemptions were granted; and data indicating the grounds for the exemption granted to an individual.

5.21 The Fee Waiver/Exemption Contribution amount for the purposes of Clauses 5.14 and 5.19 of this Schedule 2 will be calculated and paid by the Commission on the basis of the 'Fee Exemption Contribution per

Hour' for the course (as identified on the Student Tuition Fee Contribution Report as published on the SVTS), applied to the paid scheduled hours in each enrolment.

6 Determination and payment of Contact Hour Funds

6.1 The Commission will only make payment of Contact Hour Funds (as calculated in accordance with this Clause 6 of this Schedule 2) for Training Services delivered to Eligible Individuals for currently endorsed courses and qualifications as identified on the Funded Courses Report as published on the SVTS. The Funded Courses Report is subject to change at any time.

6.2 The RTO may request (through the SVTS Enquiry function) the Commission to add a VET course or qualification to the Funded Courses Report. Private copyright courses will only be considered for inclusion where relevant course documentation is provided to the Commission. The Commission reserves the right to fund or refuse funding of Contact Hour Funds to any course or qualification at its absolute discretion.

6.3 Subject to Clause 6.14, 6.17, 6.18 and 6.19 of this Schedule 2, the Commission will pay the RTO for scheduled hours of training reported under this Schedule 2 as having been delivered to Eligible Individuals, including through Recognition of Prior Learning (RPL) arrangements.

PART A – Determination and payment of Contact Hour Funds for Eligible Individuals with a course commencement date up to and including 30 June 2012

6.4 For Eligible Individuals with a course commencement date up to and including 30 June 2012, the Commission will pay the RTO at the rate per scheduled hour (SCH) in accordance with the 'SCH Rate Non-TAFE' field of the Funded Courses Report as published on the SVTS, taking into account the applicable payment year and course commencement date.

6.5 The relevant rate per SCH detailed on the Funded Courses Report will be adjusted by the Commission for Eligible Individuals who self-identify as being of Aboriginal or Torres Strait Islander descent (and are reported as such through the "Indigenous Student Identifier" field of the Student Statistical Report) by multiplying the 'Base Rate Non-TAFE' for the course (as identified on the Funded Courses Report) by 1.5.

6.6 Except where doing so will result in a lower rate per SCH, the relevant rate per SCH detailed on the Funded Courses Report will be adjusted by the Commission for Eligible Individuals aged 15-19 years as at 1 January 2012 without Year 12 or equivalent (deemed to be Certificate II for this purpose), or higher, by multiplying the 'Base Rate Non-TAFE' for the course (as identified on the Funded Courses Report) by 1.3.

PART B – Determination and payment of Contact Hour Funds for Eligible Individuals with a course commencement date on or after 1 July 2012

- 6.7 For Eligible Individuals with a course commencement date on or after 1 July 2012, the Commission will pay the RTO at the hourly rate per scheduled hour as identified in Clause 6.8 of this Schedule 2.
- 6.8 The hourly rate per scheduled hour is based on the 'Course Subsidy' field of the Funded Courses Report as published on the SVTS, taking into account the applicable payment year, course commencement date and enrolment type (non apprenticeship or apprenticeship), and adjusted (if applicable) as follows:
- a By a student loading being either or both of the following two:
 - i) The relevant 'Course Subsidy' detailed on the Funded Courses Report will be adjusted by the Commission for Eligible Individuals who self-identify as being of Aboriginal or Torres Strait Islander descent (and are reported as such through the "Indigenous Student Identifier" field of the Student Statistical Report) by multiplying the 'Course Subsidy' for the course (as identified on the Funded Courses Report) by 1.5
 - and
 - ii) The relevant 'Course Subsidy' detailed on the Funded Courses Report will be adjusted by the Commission for Eligible Individuals aged 15-19 years as at 1 January 2012 without Year 12 or equivalent (deemed to be Certificate II for this purpose), or higher, by multiplying the 'Course Subsidy' for the course (as identified on the Funded Courses Report) by 1.3.
 - b By a regional loading whereby the relevant 'Course Subsidy' for units/modules delivered in non-metropolitan locations to Eligible Individuals will be adjusted by the Commission by multiplying the 'Course Subsidy' for the course (as identified on the Funded Courses Report), by 1.05. Training will be considered to be in a non-metropolitan location if the postcode of the training delivery location identified in the NAT000120 file is one of the postcodes identified as "non-metropolitan" on the Regional Postcodes Report as published on SVTS. The Regional Postcodes Report is subject to change at any time. The Regional Loading does not apply to online delivery or to distance education. Delivery will be deemed to have been delivered online or via distance education if:
 - i) the postcode of the training delivery location identified in the NAT000120 file is "VIC" or "OSPC" or
 - ii) the Delivery Mode Identifier in the NAT00120 file in the Student Statistical Report is "20" (electronic based) or "40" (Other).
 - c By an RPL adjustment whereby the relevant 'Course Subsidy' will be reduced by the Commission for Eligible Individuals assessed through Recognition of Prior Learning (RPL) for units in courses (as identified on the Funded Courses Report as published on the

SVTS), by multiplying the 'Course Subsidy' for the course (as identified on the Funded Courses Report as published on the SVTS), by 0.5.

- 6.9 For the avoidance of doubt, the adjustments outlined in Clause 6.8 a, b and c, will be used as multipliers of the 'Course Subsidy' in determining the Contact Hour Funds paid for an Eligible Individual.
- 6.10 RPL undertaken as part of a government subsidised enrolment in a Foundation Skills Category Course will not be funded by the Commission under the Agreement.

APPLYING TO BOTH PART A AND PART B ABOVE

- 6.11 Payments of Contact Hour Funds to the RTO in respect of an Eligible Individual by the Commission under this Schedule 2 will be made monthly in arrears by the Commission on the basis of Student Statistical Reports submitted by the RTO to the Commission in accordance with the Agreement and on the understanding that the RTO has Evidence of Participation for each Eligible Individual in respect of which it is claiming payment. The act of lodging a Student Statistical Report by the RTO to the Commission is considered a claim for payment.
- 6.12 Evidence of Participation in respect of each Eligible Individual, for the purpose of payment of Contact Hour Funds by the Commission under this Schedule 2, is required at a minimum of:
- a One (1) point of Evidence of Participation per unit of competency/module must be provided if the period between the commencement date and completion date for the unit of competency/module is one month or less;
 - b Two (2) points of Evidence of Participation per unit of competency/module must be provided if the period between the commencement date and completion date for the unit of competency/module is greater than one month, including one point within the last month of training delivery as identified by the reported Enrolment Activity End Date. An auditor would consider the time between the commencement date and the completion date (or withdrawal) and use discretion as to a reasonable demonstration of ongoing engagement by an individual in learning activity across the unit of competency/module;
- and must be in accordance with the types of evidence specified at Clause 3 of Schedule 1.
- 6.13 Contact Hour Funds paid by the Commission to the RTO in respect of an Eligible Individual will be calculated at the unit of competency or module level, such that the scheduled hours reported will be spread over the number of months of scheduled delivery.
- 6.14 The Commission will pay the Contact Hour Funds to the RTO in respect of an Eligible Individual up to the maximum nominal hours per

course or qualification as identified in the relevant Victorian Purchasing Guide or State Accredited course curriculum document.

6.15 Training Services to Eligible Individuals which are funded by the Commission under this Schedule 2 must be reported by the RTO in accordance with the Victorian VET Student Statistical Collection Guidelines against:

a Funding Source Code PSG for Eligible Individuals who are referred to the RTO through the Skills for Growth Program (or its successor) and who are not under a contract of training (i.e. not apprentices/trainees); or

b Funding Source Code WTP for Eligible Individuals who are referred to the RTO through the Workers in Transition Program (or its successor) and who are not under a contract of training (i.e. not apprentices/trainees); or

c Funding Source Code ASP for Eligible Individuals (Asylum Seekers and Victims of Human Trafficking) who are referred to the RTO by organisations approved by the Commission, and who are not under a contract of training (i.e. not apprentices/trainees); or

d Funding Source Code P for Eligible Individuals who are not under a referral form from a, b or c above, and who are not under a contract of training (i.e. not apprentices/trainees); or

e Funding Source Code LSG for Eligible Individuals who are referred to the RTO through the Skills for Growth Program (or its successor) and who are under a contract of training (i.e. apprentices/trainees); or

f Funding Source Code WTL for Eligible Individuals who are referred to the RTO through the Workers in Transition Program (or its successor), and who are under a contract of training (i.e. apprentices/trainees); or

g Funding Source Code ASL for Eligible Individuals (Asylum Seekers and Victims of Human Trafficking) who are referred to the RTO by organisations approved by the Commission, and who are under a contract of training (i.e. apprentices/trainees); or

h Funding Source Code L for Eligible Individuals who are not under a referral form from e, f or g above, and who are under a contract of training (i.e. apprentices/trainees).

6.16 The RTO must identify all units of competency or modules relevant to the course or 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 Contact Hour Funds from the Commission for the student contact hours associated with these units of competency or modules, and must report such units of competency/modules as Credit Transfer.

6.17 Recognition of Prior Learning (RPL) will be paid based on the scheduled hours up to the nominal hours per unit of competency or

module. Recognition of Current Competency (RCC) will not be funded by the Commission under the Agreement.

- 6.18 In the event that an Eligible Individual withdraws from Training Services delivered under this Schedule 2 prior to achieving competency in an individual module or unit of competency, and the RTO has sufficient evidence that the student participated in the training, the enrolment must be reported by the RTO as a withdrawal in all future Student Statistical Reports for the calendar year in accordance with the current Victorian VET Student Statistical Collection Guidelines. In these instances, payment of Contact Hour Funds in respect of the individual by the Commission for the individual module or unit of competency from which the individual withdrew will be made in accordance with the reported Hours Attended prior to withdrawal.
- 6.19 In the event that an Eligible Individual withdraws from Training Services delivered under this Schedule 2 without participation, or where the RTO has insufficient evidence of the student's participation, the RTO must either:
- a exclude that student's unit of competency/module from future Student Statistical Reports for the calendar year; or
 - b report the enrolment as a withdrawal with zero Hours Attended in all future Student Statistical Reports for the collection year in accordance with the current *Victorian VET Student Statistical Collection Guidelines*,
- No payment is made from Contact Hour Funds in respect of withdrawals with no attendance.
- 6.20 All withdrawals (Outcome Identifier – National Code "40") must be reported within the year of the scheduled commencement in training and no later than two (2) months from the point of withdrawal, unless extenuating circumstances prevent this from occurring (or by 15 January 2013, whichever is earliest).

7 Audits relating to Evidence of Participation

- 7.1 The Commission may instigate an Evidence of Participation Audit involving a statistically valid sample size at any time should the Commission have any concerns regarding Evidence of Participation in relation to Training Services provided under this Agreement, or any other *Skills for Victoria* Agreement.
- 7.2 The RTO must be able to support the sampled units of competency/modules with Evidence of Participation as prescribed in Schedule 1 of this Agreement, or any other *Skills for Victoria* Agreement as relevant, in respect of each Eligible Individual for which it has received Funds from the Commission.
- 7.3 If the Evidence of Participation Audit reveals that units of competency/modules audited are not supported then, without limiting the Commission's rights under clauses 16 and 17 of the Agreement, where

the percentage of unsupported units of competency/ modules exceeds a threshold specified by the Commission, the Commission may seek a refund of some or all the Funds from the RTO.

- 7.4 The value of Funds sought by the Commission under this clause may be up to the percentage points of unsupported units of competency/ modules above the threshold, applied to the total Funds paid to the RTO across the total population of units of competency/ modules from which the statistically valid sample has been drawn.

Attachment 1

Notes for the purpose of determining prior qualification in eligibility

This criterion applies to qualifications, not course categories.

For the purpose of applying this criterion, the following qualifications are to be treated the same as Certificate I (effective 2 May 2012 for course commencements on and after 1 July 2012):

- a) the Victorian Certificate of Applied Learning (Senior); and
- b) the Victorian Certificate of Education and its predecessor qualifications.

For the purpose of applying this criterion, the following qualifications are equivalent to Certificate II:

- c) the International Baccalaureate Diploma; and
- d) senior secondary school certificates from other Australian jurisdictions.

With reference to vocational Graduate Certificate and vocational Graduate Diploma level qualifications, for the purpose of determining the highest qualification held, the Australian Qualification Framework (AQF) applies, i.e. qualifications at Bachelor Degree level are lower than qualifications at vocational Graduate Certificate and vocational Graduate Diploma level.

For the purpose of applying this criterion, the following prior qualifications are not taken into account:

- a) the Victorian Certificate of Applied Learning (Intermediate); and
- b) qualifications listed in the Foundation Skills category; and
- c) any VET certificates completed as part of a senior secondary qualification; and
- d) qualifications with the title 'Course in...' which are not aligned to a specified level within the Australian Qualifications Framework (AQF); and
- e) non-Australian qualifications, except where equivalency has been formally established with a qualification within the AQF.

Eligibility for accredited courses with the title 'Course in...'

A number of courses with the title 'Course in...' are accredited. These are nationally recognised training products providing skills recognition leading to a Statement of Attainment, rather than the award of a qualification recognised within the Australian Qualifications Framework (AQF). They are not aligned with the AQF.

For funding and fee charging purposes each 'Course in...' is classified in one of three (3) categories, according to whether its purpose is to develop Foundation Skills, to deliver specific skills or knowledge unrelated to trade licensing (Skills Creation) or to deliver specific skills and knowledge required for trade licensing (Skills Building). The classifications of these courses are recorded in the Funded Courses Report.

Enrolment in a 'Course in...' is subject to the same eligibility requirements as other enrolments. Other than for those classified in the Foundation Skills category, this includes the following eligibility criterion:

- Subject to citizenship/residency requirements, a person aged 20 years or over on 1 January in the year of the scheduled commencement of training is eligible for a government subsidised place in any course in any category other than Foundation Skills, or if the person is seeking to enrol in training as an Apprentice under a Training Contract, if the course is accredited at a higher qualification level than the highest qualification held at the time of scheduled commencement.

For the purpose of applying this criterion to enrolment in a course with the title 'Course in...', a person who holds a qualification no higher than Certificate IV is to be considered eligible. For the purpose of applying this criterion, qualifications at Diploma level or higher are considered higher than courses with the title 'Course in...'.

Notes for the purpose of determining the number of course commencements in 2012 for enrolling Apprentices (effective 16 April 2012)

For the purpose of applying this criterion to individuals seeking to enrol in an Apprenticeship (not Traineeship), commencements in the following approved Pre-Apprentice and Pathway qualifications will **not** be counted:

Pre-apprenticeships and Pre-vocational courses

Industry	Industry Sector	Course Code	Endorsed Pre Apprenticeships
Automotive	Repair, Service & Retail	22015VIC	Certificate II in Automotive Studies (Pre-Vocational)
Building & Construction	General Construction	21844VIC	Certificate II in Building & Construction (Bricklaying, Carpentry, Painting and Decorating, Wall and Ceiling Lining, Wall and Floor Tiling and Solid Plastering)
Building & Construction	General Construction	22145VIC	Certificate II in Joinery/Shopfitting/Stairbuilding Preapprenticeship
Electrotechnology & Communications	Printing	ICP20105	Certificate II in Printing and Graphic Arts (General)
General Manufacturing	Furnishing	LMF20309	Certificate II in Furnishing (Cabinet Making)
General Manufacturing	Furnishing	22067VIC	Certificate II in Furnishing (Pre-apprenticeship - Flat Glass Working)
General Manufacturing	Food Processing	FDF20510	Certificate II in Retail Baking (Pre-apprenticeship)
General Manufacturing	Food Processing	MTM20407	Certificate II in Meat Processing (Food Services)
General Manufacturing	Food Processing	MTM20411	Certificate II in Meat Processing (Food Services)
Metals & Engineering	Engineering	22019VIC	Certificate II in Engineering Studies
WRAPS	Personal Services	WRH20109	Certificate II in Hairdressing
WRAPS	Personal Services	WRH20111	Certificate II in Hairdressing
			'Pathways' Qualifications
Building & Construction	Plumbing	22138VIC	Certificate II in Plumbing (Prevocational)
Electrotechnology & Communications	Electrical & Electronics	UEE2207	Cert II in Electrotechnology (Career Start)
Electrotechnology & Communications	Printing	ICP20110	Certificate II in Printing and Graphic Arts (General)
Electrotechnology & Communications	Printing	ICP20110	Certificate II in Printing and Graphic Arts (Printing)
Electrotechnology & Communications	Printing	ICP20110	Certificate II in Printing and Graphic Arts (Print Finishing)
General Manufacturing	Food Processing	FDF10803	Certificate I in Food Processing (Retail Baking)

General Manufacturing	Furnishing	LMF20908	Certificate II in Flooring Technology
General Manufacturing	Furnishing	LMF20602	Certificate II in Picture Framing
General Manufacturing	Furnishing	LMF20202	Certificate II in Furniture Finishing
Tourism & Hospitality	Hospitality	THH21702	Certificate II in Asian Cookery
Tourism & Hospitality	Hospitality	SIT20407	Certificate II in Hospitality (Asian Cookery)

Attachment 2**Classification of courses into categories for the purposes of tuition fee calculation and funding rate**

The following classification will be updated from time to time as determined by the Commission and in line with updates to accreditation status.

FOUNDATION SKILLS CATEGORY

Course code	Qualification
21770VIC	Course in Initial General Education for Adults
21896VIC	Course in Recognised Informal Learning
21938VIC	Course in ESL
91418NSW	Course in Preliminary Spoken and Written English
91471NSW	Course in Language, Literacy and Numeracy
VCALFND001	Victorian Certificate of Applied Learning (Foundation)
2200LZF	Preparatory Year 11 Equivalent – General Studies
22012VIC	Certificate I in Vocational Preparation
22129VIC	Certificate I in Transition Education
22128VIC	Certificate I in Work Education
21771VIC	Certificate I in General Education for Adults (Introductory)
21772VIC	Certificate I in General Education for Adults
21859VIC	Certificate I in Mumgu-dhai tyama-tiyt
21890VIC	Certificate I in Initial Adult Literacy and Numeracy (Entry)
21891VIC	Certificate I in Initial Adult Literacy and Numeracy (Foundation)
21892VIC	Certificate I in Initial Adult Literacy and Numeracy (Established)
21936VIC	Certificate I in ESL (Access)
91421NSW	Certificate I in Spoken and Written English
21773VIC	Certificate II in General Education for Adults
21860VIC	Certificate II in Mumgu-dhai tyama-tiyt
21932VIC	Certificate II in ESL (Access)
21945VIC	Certificate II in ESL (Employment)
91422NSW	Certificate II in Spoken and Written English
21774VIC	Certificate III in General Education for Adults
21861VIC	Certificate III in Mumgu-dhai tyama-tiyt
21933VIC	Certificate III in ESL (Access)
21935VIC	Certificate III in ESL (Employment)
21939VIC	Certificate III in ESL (Further Study)
91423NSW	Certificate III in Spoken and Written English
	<i>Continued...</i>

FOUNDATION SKILLS CATEGORY - continued

21934VIC	Certificate IV in ESL (Access)
21937VIC	Certificate IV in ESL (Employment/Professional)
21940VIC	Certificate IV in ESL (Further Study)
91419NSW	Certificate IV in Spoken and Written English – Further Studies
91420NSW	Certificate IV in Spoken and Written English – Employment

Note

This category is limited to the specific qualifications listed and their predecessors for which the accreditation period has expired. For example, predecessor qualifications for the current Certificate I in Initial Adult Literacy and Numeracy (Foundation) are 5336 (expired 2003) and 21344VIC (expired 2008).

SKILLS CREATION CATEGORY

Course code	Qualification
N/A	All qualifications accredited as Certificate I other than those classified as Foundation Skills and except when undertaken as an Apprenticeship or Traineeship
N/A	All qualifications accredited as Certificate II other than those classified as Foundation Skills and except when undertaken as an Apprenticeship or Traineeship
N/A	Single modules, units or a 'Course in...' undertaken as stand-alone training to meet regulatory or industry requirements (For example, 21659VIC Course in First Aid Management of Anaphylaxis; 21896VIC Course in Taxi Driving; Responsible Service of Alcohol; Responsible Service of Gaming)
VCALINT001	Victorian Certificate of Applied Learning (Intermediate)
VCALSEN001	Victorian Certificate of Applied Learning (Senior)
VCE0000001	Victorian Certificate of Education

Note

Accredited programs with the title 'Course in...' have a range of entry requirements and skill development purposes and are not aligned with levels within the Australian Qualifications Framework. These programs, other than those listed as Foundation Skills or for the purpose of trade licensing, are classified in the Skills Creation category.

SKILLS BUILDING CATEGORY

Course code	Qualification
N/A	All qualifications accredited as Certificate III other than those classified as Foundation Skills and except when undertaken as an Apprenticeship or Traineeship
N/A	All qualifications accredited as Certificate IV other than those classified as Foundation Skills and except when undertaken as an Apprenticeship or Traineeship
N/A	Single modules, units or a 'Course in...' undertaken as stand-alone training for the purpose of meeting licensing requirements for a trade or an extension of trade licensing (For example, 2002AEC Course in Scaffolding – Advanced; 2002AIC Course in Tower Crane Operation)

Note

Accredited programs with the title "Course in..." have a range of entry requirements and skill development purposes. Any 'Course in...' for the purpose of trade licensing is classified in the Skills Building category.

TRAINEESHIPS CATEGORY

Course code	Qualification
N/A	All qualifications undertaken under a Training Contract that has been lodged with the Victorian Skills Commission. An individual is undertaking a Traineeship (as opposed to an Apprenticeship) if the qualification undertaken is designated as such in the relevant Approved Training Scheme.

Note

All qualifications undertaken as a Traineeship are included in this category, regardless of the AQF qualification being undertaken.

APPRENTICESHIPS CATEGORY

Course code	Qualification
N/A	All qualifications undertaken under a Training Contract that has been lodged with the Victorian Skills Commission. An individual is undertaking an Apprenticeship (as opposed to a Traineeship) if the qualification undertaken is designated as such in the relevant Approved Training Scheme.

Note

All qualifications undertaken as an Apprenticeship are included in this category, regardless of the AQF qualification being undertaken.

SKILLS DEEPENING CATEGORY

Course code	Qualification
N/A	All qualifications accredited as Diploma, except when undertaken as an Apprenticeship or Traineeship
N/A	All qualifications accredited as Advanced Diploma, except when undertaken as an Apprenticeship or Traineeship
N/A	All qualifications accredited as vocational Graduate Certificate
N/A	All qualifications accredited as vocational Graduate Diploma

Note

Graduate Certificates and Graduate Diplomas accredited as Higher Education qualifications are not included.

Attachment 3

2012 Guidelines about Fees (Revised May 2012)

Purpose

The purpose of these guidelines is to provide a framework for the collection of tuition fees and other fees for government subsidised training and further education and to set out financial and accountability requirements with regard to student fees.

These guidelines apply to all enrolments in Victorian government subsidised training and further education.

Sections 1, 2 and 5 to 10 inclusive apply to enrolments with a course commencement date on or after 1 January 2012 and before 1 July 2012, and to enrolments in an Apprenticeship that with a course commencement date on or after 1 July 2009 and before 1 July 2012.

Sections 1, 3 and 5 to 10 inclusive apply to enrolments that have a course commencement date on or after 1 July 2009 and before 1 January 2012, excluding enrolments in an Apprenticeship with a course commencement date on or after 1 July 2009.

Sections 1 and 4 to 10 inclusive apply to enrolments with a course commencement date on or after 1 July 2012 and before 1 January 2013.

Section 11 applies only to enrolments with a course commencement date before 1 July 2009 and undertaken before 31 December 2012.

SECTION 1

1. General requirements for calculation and levying of tuition fees and other fees for enrolments other than those specified in Section 11

1.1. For each enrolment a provider may calculate a tuition fee on the basis of an amount for each scheduled hour of government subsidised training and further education which a person enrolls to undertake (rounded to the nearest dollar) in a calendar year.

1.2. If a course is undertaken partly in one calendar year and partly in a second or subsequent calendar year, tuition fees shall be calculated according to the fees applicable when the training is to be undertaken.

1.3. For the purpose of calculating tuition fees under Section 2, 3 and 5 of these guidelines, each course is classified in one of six categories:

- (a) Foundation Skills
- (b) Skills Creation
- (c) Apprenticeships
- (d) Traineeships

- (e) Skills Building, or
- (f) Skills Deepening.

- 1.4. The Minister will approve the classification of courses to categories at clause 1.3 and may from time to time approve adjustments to the classification of courses.
- 1.5. The provider must provide each student with an itemised list of all fees and materials required for the calendar year, including student tuition fees, student services and amenities fees and other fees, prior to enrolment. The itemised list must clearly indicate the actual tuition fee per scheduled hour that the student is being charged.

SECTION 2

- 2. Calculation of tuition fees for enrolments in courses that commence on or after 1 January 2012 and before 1 July 2012, and to enrolments in an Apprenticeship that commenced on or after 1 July 2009 and before 1 July 2012.**
 - 2.1. The Minister will each year fix the amount of the maximum hourly rate payable for enrolments in each category. For the 2012 calendar year, the tuition fee schedule at Table 1 at the end of this document applies.
 - 2.2. Subject to the concessions and exemptions provided for in Section 5 the tuition fee payable is determined according to the hourly rate for each category.
 - 2.3. A tuition fee may be charged at a rate no higher than the maximum hourly rate specified for a category for a calendar year.

SECTION 3

- 3. Calculation of tuition fees for enrolments in courses that commenced on or after 1 July 2009 and before 1 January 2012, excluding enrolments in an Apprenticeship that commenced on or after 1 July 2009 and before 1 July 2012.**
 - 3.1. The Minister will each year fix the amount of the maximum hourly rate, and the maximum tuition fees payable for enrolments in each category. For the 2012 calendar year, the tuition fee schedule at Table 2 at the end of this document applies.
 - 3.2. Subject to the concessions and exemptions provided for in Section 5, the tuition fee payable is determined according to the hourly rate and maximum tuition fee specified for each category.
 - 3.3. A tuition fee may be charged at a rate no higher than the maximum hourly rate specified for a category for a calendar year. The maximum fee is the maximum that may be charged for a person's total enrolments in courses within a category in a calendar year.

- 3.4. If a person is enrolled in more than one course within the same category in a calendar year, tuition fees already paid in that year shall be taken into account in calculating the fees applicable to the additional enrolments.
- 3.5. If a person is enrolled in more than one course in different categories in a calendar year, the tuition fees for each enrolment shall be calculated independently, within the maximum limit specified for each category.
- 3.6. Notwithstanding clause 3.5, the total tuition fees payable by a person in a calendar year shall not exceed a fixed annual maximum. The annual maximum for total enrolments shall be the same as the maximum applicable to the Skills Deepening category in that calendar year.

SECTION 4

4. Calculation of tuition fees for enrolments in courses that commence on or after 1 July 2012 and before 1 January 2013

- 4.1. The provider will set an hourly rate payable for each enrolment in a course.
- 4.2. Subject to the concessions and exemptions provided for in Section 5, the tuition fee payable per scheduled hour is determined by the provider.

SECTION 5

5. Tuition fee concessions and exemptions

- 5.1. Providers must allow concessions on tuition fees in accordance with these guidelines.
- 5.2. For enrolments in courses in all categories other than Skills Deepening, providers must not charge a tuition fee that is more than the concession fee from a person who holds one of the following concession cards (or an alternative card or concession eligibility criterion approved by the Minister for the purposes of these guidelines):
- (a) Commonwealth Health Care Card;
 - (b) Pensioner Concession Card; or
 - (c) Veteran's Gold Card.
- 5.3. The concessions provided for in clause 5.2 (a) and (b) also apply to a dependant spouse or dependant child of a card holder.
- 5.4. For enrolments under Section 2 and 3 of these guidelines the Minister will each year fix the amount of the concession fee for the calendar year as indicated in Table 1 and Table 2 at the end of this document.

- 5.5. For enrolments under Section 4 of these guidelines, except for those at Diploma level and above, providers must charge 20 per cent of the hourly fee that a provider would have charged a non-concession government subsidised student in the same course.
- 5.6. If a person who was previously eligible for a concession under clause 5.2 or 5.3 becomes ineligible for the concession before the completion of the hours for which they have paid tuition fees, this does not affect the tuition fees payable for the enrolment.
- 5.7. For enrolments under Section 2 and 3 of these guidelines, if a person who was previously not eligible for a concession under clause 5.2 or 5.3 becomes eligible for a concession and then enrolls in further training within a calendar year, the person will not be liable for any further tuition fees above the maximum concession rate for that calendar year for a course in the same category.
- 5.8. The concessions provided for in clauses 5.2 and 5.3 do not apply if a person's tuition fee is being fully paid by a Commonwealth Government Agency or as part of a Commonwealth program or initiative.
- 5.9. A provider must not collect a tuition fee from a person whose enrolment is undertaken by arrangement with another education institution which provides payment to the provider for tuition.
- 5.10. A provider must not charge a tuition or other fee for an enrolment for which funding has been provided directly or indirectly by the Commonwealth Government and where a condition of the funding prohibits the imposition of a tuition or other fee.
- 5.11. A provider must not charge a tuition fee for enrolment by a person who is:
- a. a prisoner within the meaning of the *Corrections Act 1986* and from the Judy Lazarus Transition Centre; or
 - b. required to undertake the course pursuant to a community based order made under the *Children, Youth and Families Act 2005*.

SECTION 6

6. Fees for recognition of prior learning within courses of government subsidised training and further education

- 6.1. A provider may charge a fee for assessment of recognition of prior learning only if the assessment is conducted at the request, or with the consent, of the student.
- 6.2. For enrolments under Section 2 and 3 of these guidelines, if a fee is charged for recognition of prior learning the amount must not exceed the actual cost of the assessment.
- 6.3. For enrolments under Section 4 of these guidelines, if a fee is charged for recognition of prior learning the amount is to be determined by the provider.

- 6.4. For courses eligible for VET FEE-HELP, a provider may charge a fee for recognition of prior learning only if a person enrolls in a unit of study designated for recognition of prior learning.

SECTION 7

7. Student Services and Amenities Fees

- 7.1. A provider may impose a non-academic fee (whether described as a subscription or other term) for the purpose of providing student services and amenities.
- 7.2. If a provider imposes a student services and amenities fee, the provider must give itemised details of the fee prior to enrolment.
- 7.3. If a provider imposes a student services and amenities fee, the fee must be collected and expended for the sole purpose of providing facilities, services or activities of direct benefit to students at the institution.

SECTION 8

8. Other fees

- 8.1. A provider may charge a fee to recover no more than the actual cost of providing goods or materials to be retained by a student as his or her private property. However, a student must be permitted to use equivalent goods or materials obtained from sources other than the provider.
- 8.2. A provider may charge a fee to recover the cost of incidental goods and services provided in support of a student's tuition.
- 8.3. If a provider imposes a fee as detailed under clauses 8.1 and 8.2, the provider must give itemised details of all fees and materials required prior to enrolment. Providers must advise students of when materials will be needed, to enable purchases to be spread over time.
- 8.4. A provider may not charge any fees in respect of enrolments in government subsidised training and further education other than the tuition fees, recognition of prior learning fees, and student services and amenities fees referred to in these guidelines, and the fees indicated in clauses 8.1 and 8.2.

SECTION 9

9. Refunds

- 9.1. A provider must supply students with a clear refund policy prior to enrolment.
- 9.2. Notwithstanding clause 9.1, enrolments in courses eligible for VET FEE-HELP are subject to VET FEE-HELP requirements.

SECTION 10**10. Accounts and records of tuition fees and other fees**

- 10.1. The accounts and records kept by a provider must clearly distinguish income and expenditure for fee-for-service training and further education from government subsidised training and further education.
- 10.2. A provider must establish and maintain a separate general ledger account to record receipt of income from fees for tuition and the payment of refunds of tuition fees.
- 10.3. A provider shall keep records, including evidence, to support any claim for compensation for revenue foregone as a result of granting concessions or exemptions.

SECTION 11**11. Tuition fees for enrolments in courses that commenced before 1 July 2009 and undertaken before 31 December 2012**

- 11.1. Subject to clauses 11.3, 11.4 and 11.5 a provider must charge a tuition fee on the basis of \$1.47 for each hour in which a person is enrolled, rounded to the nearest dollar, up to a maximum of \$939 in a calendar year or continuous 12 month period of enrolment (referred to as the 'fee maintenance' tuition fee).
- 11.2. Subject to exemptions specified in Section 5 of these guidelines, the minimum fee maintenance tuition fee that must be charged in respect of total enrolments by a person in any calendar year or enrolment period is \$59.
- 11.3. The Minister may each year fix an amount by which the fee maintenance tuition fees will be adjusted for the next calendar year.
- 11.4. A provider must not charge a fee maintenance tuition fee that is more than the minimum charge of \$59 from a person who is eligible for a concession according to Section 5 of these guidelines.
- 11.5. A provider must not charge a fee maintenance tuition fee from a person to whom a fee exemption is applicable according to Section 5 of these guidelines.
- 11.6. Fee maintenance tuition fees are only applicable to enrolments in continuous training, in which a person undertakes the next available scheduled training in the same course leading to the same qualification.
- 11.7. A provider may authorise a period of absence from otherwise continuous training and allow a person to resume later at the fee maintenance tuition fee rates.
- 11.8. If a person transfers from one provider to another during otherwise continuous training, the second provider may at its discretion charge tuition fees either at the fee maintenance rates, or according to Sections 1, 2, 3 4 and 5 of these guidelines.

- 11.9. A provider may charge up to the maximum hourly rate applicable under Sections 2 or 3 of these guidelines to a course classified in the Foundation Skills category for that part of the course that is undertaken after 1 July 2009 by a person who is otherwise paying the fee maintenance tuition fee, up to the maximum specified in clause 11.1.
- 11.10. A person who enrolled or re-enrolled to continue a course from 1 January 2010 may elect to pay tuition fees according to Sections 1, 2, 3, 4 and 5 of these guidelines, instead of the fee maintenance tuition fee, until completion of the course or other termination of the enrolment.
- 11.11. If a person paying fee maintenance tuition fees for a course commenced an additional course or courses after 1 July 2009 the additional enrolment or enrolments will be subject to tuition fees according to Sections 1, 2, 3 4 and 5 of these guidelines.
- 11.12. If the additional enrolment as described in clause 11.11 occurred prior to 1 January 2012, the tuition fees already paid in the calendar year will be taken into account in calculating the fees applicable to the additional enrolment.
- 11.13. If the additional enrolment as described in clause 11.11 occurred prior to 1 January 2012 and is subject to a higher maximum, fees may be charged up to the higher maximum.
- 11.14. If the additional enrolment as described in clause 11.11 occurred prior to 1 January 2012 and is followed by a re-enrolment in a course for which fee maintenance tuition fees apply, the total fees paid in that year will be taken into account in calculating the fees applicable to the additional enrolment.
- 11.15. Fee maintenance tuition fees shall cease to apply if a person elects to pay tuition fees according to Sections 1, 2, 3, 4 and 5 of these guidelines, or completes or withdraws from, or is absent without authority from, a course to which fee maintenance tuition fees have been applied.

Table 1

2012 Tuition Fee Schedule for enrolments with a course commencement date on or after 1 January 2012 and before 1 July 2012, and to enrolments in an Apprenticeship with a course commencement date on or after 1 July 2009 and before 1 July 2012.

Tuition Fee Structure	Award	Student tuition fee per scheduled hour	Concession Fee	Minimum Fee	Maximum Fee (see Student tuition fee per scheduled hour)
Foundation	Foundation Level Courses	Up to \$1.08	Up to \$50	\$0	N/A
Skills Creation	Certificate I and II	Up to \$1.62	Up to \$105	\$0	N/A
Skills Building	Certificate III and IV	Up to \$2.17	Up to \$187.50	\$0	N/A
Skills Deepening	Diploma and Advanced Diploma	Up to \$4.33	*	\$0	N/A
Apprenticeships	Various	Up to \$2.17	Up to \$187.50	\$0	N/A
Traineeships	Various	Up to \$2.17	Up to \$187.50	\$0	N/A

* Not applicable for Skills Deepening courses except as specified in any relevant directions

Table 2

2012 Tuition Fee Schedule for enrolments with a course commencement date on or after 1 July 2009 and before 1 January 2012, excluding enrolments in an Apprenticeship with a course commencement date on or after 1 July 2009.

Tuition Fee Structure	Award	Student tuition fee per scheduled hour	Concession Fee	Minimum Fee	Maximum Fee
Foundation	Foundation Level Courses	Up to \$1.08	Up to \$50	\$0	\$500
Skills Creation	Certificate I and II	Up to \$1.62	Up to \$105	\$0	\$875
Skills Building	Certificate III and IV	Up to \$2.17	Up to \$187.50	\$0	\$1,250
Skills Deepening	Diploma and Advanced Diploma	Up to \$4.33	*	\$0	\$2,500
Apprenticeships	Various	N/A	N/A	N/A	N/A
Traineeships	Various	Up to \$2.17	Up to \$187.50	\$0	\$1,250

* Not applicable for Skills Deepening courses except as specified in any relevant directions