

Victorian Challenge and Enrichment Series

2026 Funding Guidelines and Application Process



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Victorian Challenge and Enrichment Series 2026

Overview

The Victorian Challenge and Enrichment Series (VCES) provides enrichment and extra-curricular opportunities beyond the classroom to extend and enrich learning for high-ability students from Foundation to Year 12 in Victorian government schools.

In 2026, VCES will provide up to 30,000 funded places for high-ability students via a suite of programs and offerings, delivered face-to-face and virtually, inclusive of masterclasses, workshops, and interactive tutorials. These offerings are designed to engage, challenge and extend these advanced learners, and provide opportunities for interaction and peer collaboration with like-minded peers.

Across the series, activities will be held in metropolitan Melbourne, rural and regional Victoria, and will be delivered during school hours, after school, school holidays, and on weekends.

The Department of Education (the department) is seeking to partner with expert education and not-for-profit organisations, universities, tech schools, science and mathematics specialist centres, and government schools with programs designed to support high-ability students to deliver activities as part of the series.

Funding is available through an application process, with each successful organisation required to provide activities for a negotiated number of participants over the course of the funding period (this can be achieved from multiple funded activities).

Important dates

• Applications open	25 August 2025
• Applications close	19 September 2025
• Organisations notified of outcome	22 October 2025
• Series activities commence	January 2026
• Series activities conclude	December 2026

Background

VCES is a key initiative of Victoria's Student Excellence Program (SEP).

Students who participate in activities within VCES can also participate in the Victorian High-Ability Program, a 10-week virtual extension program in English and mathematics for students in Years 5 to 8.

Further information on the SEP is available on the department's website at: [Student Excellence Program | vic.gov.au](https://www.vic.gov.au/student-excellence-program)

Program delivery

For the purposes of the series, 'high ability' refers to those students who are performing or capable of performing one year or more ahead of the expected level of the curriculum.

For more information see [about high-ability students](#).

Organisations can apply to deliver multiple activities, with successful applicants required to provide activities that:

- are appropriately tailored to the needs of high-ability students, offering enrichment, depth, and complexity beyond the standard classroom curriculum
- take the form of masterclasses, workshops, interactive tutorials, guided site visits and hands-on experimentation with a focus on encouraging and supporting interactions between participants and fostering peer engagement
- are free for participating schools and students, noting that providers will not be required to organise student transport (but may choose to do so)
- have a minimum duration of 90 minutes (or 60 minutes for offerings targeted at Year 2 and under); they may be scheduled as one-off events or as a connected series
- are undertaken with students in groups (not one-on-one)
- are delivered by the provider organisation in their entirety and will be offered as a synchronous event
- offer complementary, optional asynchronous resources for use by students pre- or post-event that do not place an undue burden on teachers to direct or supervise
- are facilitated face-to-face, virtually, or using a hybrid model
- are delivered at any time during the school calendar year; however, those activities provided outside of school hours (after school, on weekends or during school holidays) will be highly regarded
- are new or represent an expansion of the provider organisations' current offerings
- connect to one or more learning areas or capabilities of the Victorian curriculum with interdisciplinary programs being highly regarded, with support available for interested organisations without curriculum expertise.

Please note that events do not need to be restricted to a particular year level and can potentially cater for multiple age groups at once.

Providers will be required to:

- deliver activities to a pre-determined minimum number of students over the course of the initiative, in alignment with their funding agreement
- have the capacity to commence delivery in Term 1 2026 and continue delivery in Term 4 in December 2026
- ensure staff have appropriate working with children checks
- have appropriate insurances in place (and can provide evidence on request)
- comply with the current [Victorian Child Safe Standards](#)
- develop effective marketing plans and communications strategies to advertise and promote their activities and maximise student participation
- clearly indicate in their promotions that the funded activities are part of VCES
- include a schedule of events for each activity on a discrete channel on the department's [Arc event hub](#) at least six months in advance
- promote the dedicated VCES channel and schedule of events across their own websites and newsletters
- administer a standard short-form survey (developed by the department) to students (and/or their teachers/parents as required) participating in the activities to enable appropriate evaluation

- capture required participant details as determined by the department (such as each student's name, gender, government school name, and year level) for reporting purposes and to be recorded as a participant in the activity
- capture images and audio-visual evidence of student participation, ensuring appropriate permissions have been obtained, for use by the department for promotional purposes

In terms of nominating and registering students for participation, it is generally expected that:

- for activities delivered during school hours, schools will nominate and register their students to take part in these activities and facilitate their participation. Schools will also coordinate the required parental consent for these activities
- for activities delivered outside of school hours (including on weekends and in school holidays), parents will directly register their children and facilitate their participation. The required parental consent for these activities will be managed by providers.

Selection criteria

Applications will be assessed according to the following criteria:

Criteria	Description	Weighting
Alignment with curriculum and high ability	<p>The extent to which the proposed program and activities will engage and challenge high-ability students in alignment with the Victorian curriculum. Applicants should address:</p> <ul style="list-style-type: none"> • the alignment of the proposed program to learning areas and/or capabilities of the Victorian Curriculum F–10 • how the program is designed to engage and cater to high-ability students • how the program will promote interaction and the building of connections between participants 	25%
Organisational expertise - program	<p>The extent to which the organisation has the appropriate knowledge, skills, and expertise to successfully deliver the proposed program to school-aged children. Applicants should address:</p> <ul style="list-style-type: none"> • the personnel within the organisation who will be responsible for developing and delivering the program • the professional capability and qualifications of these personnel 	25%
Organisational expertise – admin and promotions	<p>The extent to which the organisation has the capacity to administer and promote the proposed program, inclusive of running a registration process in line with department requirements. Applicants should address:</p> <ul style="list-style-type: none"> • how they will schedule and deliver the events (venue, platform etc), noting that activities outside of school hours are highly regarded • how they will promote the program in order to attract participants (a high-level marketing plan) • how they will meet participant survey requirements set by the department • how they will track participation, engagement, and expenditure for reporting and funding acquittal requirements. 	20%

Inclusivity	<p>The extent to which the organisation has the capacity to deliver an inclusive program.</p> <p>Applicants should address:</p> <ul style="list-style-type: none"> the setting of internal targets for the participation of priority cohorts such as First Nations students, those from regional/rural areas, and those from disadvantaged backgrounds how the program will be designed to support twice-exceptional students. 	10%
Cost effectiveness	<p>The extent to which the organisation can deliver a cost-effective program and demonstrate responsible use of public funds.</p> <p>Applicants should address:</p> <ul style="list-style-type: none"> all costs associated with delivery of the program, including any facilities travel, accommodation, resources, software etc. a cost-per-head figure based on minimum agreed participant numbers 	10%
Risk management	<p>The extent to which the organisation can demonstrate satisfactory risk management processes and procedures:</p> <p>Applicants should address:</p> <ul style="list-style-type: none"> their approach to identifying and mitigating risks associated with the delivery of their proposed program. 	10%

In determining the successful applications, the Department will take into consideration across the full series of activities:

- Coverage across the Victorian curriculum
- Access for students from Foundation to Year 10, noting that an individual organisation is not expected to address all year levels
- Access for students in all areas of Victoria
- Access for student from underrepresented cohorts such as First Nations and disadvantaged backgrounds
- Access for students with disabilities
- The provision of activities outside of school hours.

Applications should also align with Victorian Government policies and Departmental strategic priorities outlined in **Attachment 1**.

Application and assessment process

Request the application form by emailing student.excellence@education.vic.gov.au, applications must be made by completing all sections of the application form.

Applications received after **5.00 pm on Friday 19 September 2025** will not be considered.

The department may contact applicants to obtain further information in relation to applications, as required.

All queries regarding the application process should be directed to Student Excellence by email at: student.excellence@education.vic.gov.au.

The department will assess and rank each application against the selection criteria outlined above.

Prior to submitting your application, please ensure that:

- you have read the program guidelines carefully to ensure your organisation is eligible and that your application meets all of the selection criteria
- your application is written in clear, plain English, adheres to any specific word-limits, and does not assume prior knowledge of your organisation or current program offerings, if relevant
- you have contacted Student Excellence well in advance of closing date if you have any questions.

Funding agreements and payments

The funding period for this agreement is from January 2026 to December 2026.

Not-for-profit organisations (including universities)

Providers will be required to enter into a Victorian Common Funding Agreement (VCFA) with the department, noting that the VCFA terms and conditions must be fully complied with. Please refer to the **Victorian Common Funding Agreement (Standard Form)**, including terms and conditions, at **Attachment 2**.

Successful providers must comply with the current Victorian Child Safe Standards before the department will execute a Common Funding Agreement. Resources and guidance to support organisations comply with the standard can be located at [The Commission for Children and Young People](#) website.

These providers will also be required to submit their banking details for payments at the time of submitting the signed Common Funding Agreement.

Successful providers will receive an initial payment in January 2026 (20 per cent of total funding), with subsequent payments in May/August/October in the 2026 calendar year (60 per cent of total funding), and a final payment in December 2026 (20 per cent of total funding).

Government schools

Government schools will be required to submit claims for reimbursements up to the amount of their budgeted expenditure through the [Schools Targeted Funding Portal](#). Information and guidance documents on how to use the portal can be found at the bottom of the homepage.

The department will establish an Initiative Agreement with each government school for the operational budget amount outlined in the application. Each school will be required to manage reimbursement request submissions against the Initiative Agreement.

- [Detailed guidelines for school staff on processes and procedures](#)
- [Reimbursement checklist](#)
- [Visual guide for submitting reimbursements](#)
- [Summarised reimbursement instructions](#)

Invoices to the Department and evidence of expenditure in the form of receipts will be required before funds can be reimbursed.

Should a school wish to use the funds to employ staff, the school will be the direct employer and have direct responsibility for the staff member under their employ. Staff will be employed through their 'base' school as per school recruitment guidelines and conditions.

Funding variations

The Organisation from time to time may give written notice to the department proposing a variation to the Activity, the Start Date, the End Date, or any Activity deliverable or budget specified in the Schedule, but not to the amount of Funding. If the department, in its sole discretion, gives written notice agreeing to the proposed variation, the Schedule will be deemed to be varied accordingly.

If the Organisation fails to meet the annual minimum number of participants for 2026 as outlined in the agreement and the department does not consider this to be reasonable, a proportional reduction may be made in the next scheduled payment. This reduction will be based on an average per-student rate, i.e. the total funding divided by the total minimum number of participating students.

If any Funding remains unexpended at the completion of the Activity, then the Organisation must immediately repay that amount to the department.

Reporting and accountability

Providers should be aware of their responsibility for driving the planning and implementation of their activities, as well as ensuring financial management and reporting accountability. The Department expects funded organisations to leverage existing contacts and professional networks to successfully reach school leaders, teachers, and students and/or be able to independently form new connections, as required, to successfully implement their program.

Providers will be required to maintain reports via a template provided by the department's Student Excellence team, ensuring they are accurately updated to meet milestones (timeline outlined in the table below).

To inform these reports, providers will collect qualitative and quantitative data on the delivery of activities throughout the funding period. This includes:

- information on the delivery dates, locations and mode (e.g. face-to-face and online)
- information on the delivery timing (e.g. during school, after school and during school holiday periods)
- student and school participation data including:
 - student name
 - school name
 - school number
 - gender
 - year level
 - ATSI status
- standard short-form surveys (developed by the department) completed by students participating in the activities to enable appropriate evaluation
- detailed financial information, including program revenue and expenditure, for ongoing monitoring and to also inform an acquittal process at the end of the funding period.

Milestones	Due Date	Requirements	Payment period
Milestone 1 Project Plan / Event Schedule	Nov 2025	Project plan Schedule of events for Terms 1 and 2 of 2026 (to be listed on Arc event hub). Marketing plans and promotional collateral.	Jan 2026

Milestone 2 Update on participation	Apr 2026	Details of government schools and students who have participated in activities for Term 1, 2026. Summary of forward calendar of events for 2026 (as listed on Arc event hub). Updated participation forecasts over remaining funding period.	May 2026
Milestone 3 Update on participation	Jul 2026	Details of government schools and students who have participated in activities for Term 2, 2026. Summary of forward calendar of events for 2026 (as listed on Arc event hub). Updated participation forecasts over remaining funding period.	Aug 2026
Milestone 4 Update on participation	Oct 2026	Details of government schools and students who have participated in activities for Term 3, 2026. Summary of forward calendar of events for 2026 (as listed on Arc event hub). Updated participation forecasts over remaining funding period.	Nov 2026
Milestone 5 Annual Report	30 Nov 2026	Details of government schools and students who have participated in activities for Term 4, 2026 to date, along with anticipated participant numbers (informed by forward bookings) for remainder of Term 4, 2026. Summary of student survey responses for 2026 and Excel spreadsheet of survey results.	Dec 2026

Providers will also be required to list their activities and events on the department's Arc event hub three months in advance and update, as needed.

The following performance measures and targets will be monitored during the period of the funding agreement.

KPI	Performance Target
Quantity	Services are provided in accordance with the specified number of places 100% of the time.
Quality	Services are provided in accordance with the funding agreement specifications 100% of the time.
Timeliness	All key milestones must be met by the due date 100% of the time.
Customer Service	Any operational issues are resolved to the satisfaction of the department within 48 hours of the provider being notified of the issue 100% of the time.
Reporting	Any reports required must be provided by the specified date 100% of the time.

Attachments

Attachment 1 – Policy Context and Priorities

Education State

The Victorian Government continues its commitment to making Victoria the Education State by building an education system that produces excellence and reduces the impact of disadvantage.

As part of The Education State: Excellence in Every Classroom vision, developed in consultation with Victorian students, families, teachers, school leaders and the wider workforce, five priority areas have been established. These are:

- ***Excellence in teaching and learning*** – making sure that students develop the knowledge, skills, and capabilities at school that will set them up for success in work and life
- ***Every student matters*** – ensuring that every student feels safe and welcome at school, are supported to learn, and feel that they belong
- ***Lifting secondary school engagement and achievement*** – recognising secondary school as the gateway to the future for all Victorian students and strengthening these opportunities
- ***Expanding, supporting and recognising our school workforce*** – attracting, retaining, and supporting a highly-skilled, diverse school workforce
- ***Schools are the centre of communities*** – ensuring every child has access to a great local school that meets the needs of the community

Victorian Curriculum

Effective delivery of the Victorian Curriculum is an important part of the Education State. The Victorian Curriculum F–10 sets out what every student should learn during their first 11 years of schooling. The curriculum is the common set of knowledge and skills required by students for life-long learning, social development, and active and informed citizenship.

The Victorian Curriculum F–10 incorporates the Australian Curriculum and reflects Victorian priorities and standards. The eight learning areas of the curriculum are:

1. The Arts
2. English
3. Health and Physical Education
4. The Humanities
5. Languages
6. Mathematics
7. Science
8. Technologies

These are underpinned by Critical and Creative Thinking, Ethical Capability, Intercultural Capability, and Personal and Social Capability.

Marrung

Marrung underpins the delivery of the Education State to Koorie learners by ensuring opportunities exist to secure the full benefits of Education State reforms for Koorie Victorians. It requires all services – early childhood services, schools and training providers – to embed Koorie aspirations and outcomes as core business. For more information see Marrung Aboriginal Education Plan 2016-2026

Department's 2024 - 2028 Strategic Plan

The Department's 2024-2028 Strategic Plan identifies four outcome areas in seeking to achieve excellence:

- **Learning and development** – Excellent learning and development outcomes. Strong engagement and wellbeing for all Victorian children and young people.
- **Equity and inclusion** – Equitable and inclusive education and care for all Victorian children and young people.
- **Pathways and opportunities** – Children and young people have pathways through education to future careers.
- **Child safety** - Children and young people who are safe from harm throughout their education.

Attachment 2 – Example approaches to program delivery

It is the department's expectation that organisations will submit their application, citing the activity type/s, the total student places available per activity that the organisation can comfortably and feasibly accommodate over the calendar year, and the expected activity price point per student.

Organisations may apply to run or more activities, and the breakdown may look as follows.

Example - Organisation A application

Total Student Places in 2026	Activity Price Point	Funding per Activity	Activity Type
3,000	\$40.00	\$120,000.00	An online 90-minute lecture delivered after school hours
1,000	\$160.00	\$160,000.00	A full day (8-hour), face-to-face masterclass run during the term
Total Students		Total Funding	
4,000		\$280,000.00	

Example - Organisation B application

Total Student Places in 2026	Activity Price Point	Funding per Activity	Activity Type
800	\$200.00	\$160,000.00	An intensive, hands-on experiment run face-to-face over 2-days during the school holidays
Total Students		Total Funding	
800		\$160,000.00	

Attachment 3 – Victorian Common Funding Agreement

Please note: This Victorian Common Funding Agreement Schedule is subject to change and provided as an example only. Not all sections may be used for the purposes of this initiative.

VICTORIAN COMMON FUNDING AGREEMENT Schedule

Parties

Department of Education and Training

(ABN 52 705 101 522)

and

<Name of organisation>

(<ACN or ABN> <number>)

Date: / /

Parts of this Agreement

This Agreement is made up of the following parts:

Details

Schedule

Terms and Conditions

Attachments (if any)

Background

- A.** The Organisation and the Department acknowledge their partnering approach to working together in good faith to achieve the objectives of this Agreement.
- B.** The Organisation and the Department share a vision to improve the outcomes for people in Victoria. Through this Agreement, the Organisation and the Department will engage with each other cooperatively and collaboratively to achieve this vision.
- C.** The Department will provide the Funding to the Organisation to deliver the Activity.
- D.** The Organisation will accept the Funding and use it for the delivery of the Activity in accordance with the terms of this Agreement.

The Organisation will <insert detailed purpose of funding>.

EXECUTED for and on behalf of the STATE OF VICTORIA represented by and acting through the **Department of Education and Training, ABN 52 705 101 522**, (the **Department**), by its authorised representative who warrants that he or she is a duly authorised representative able to execute on behalf of the Department:

Name and position of authorised representative

<Name>

<Position>

Sign here:

Date: / /

EXECUTED for and on behalf of **<Name of organisation> <ACN or ABN> <number>**, by the following authorised delegate who warrants that he or she is a duly authorised representative able to execute on behalf of the Organisation:

Complete this section including your name and position details

Name and position of authorised representative

<Name>

<Position>

Sign here:

Date: / /

Details

- | | |
|--|--|
| 1. Department (clause 1.1) | The State of Victoria as represented by the
Department of Education and Training (ABN 52 705 101 522) |
| 2. Organisation (clause 1.1) | <Organisation Name> (<ABN or ACN> <number>) |
| 3. Start Date (clause 1.1) | <DD/MM/YYYY> |
| 4. End Date (clause 1.1) | <DD/MM/YYYY> |
| 5. Dispute Resolution Officer (clause 1.1) | <select Director/Regional Director/Executive Director of the Department/Not Nominated> |
| 6. Organisation's Primary Contact (clause 1.1) | <Name> |
| 7. Organisation's address | <Address> |
| 8. Organisation's phone number | <Number> |
| 9. Organisation's email address | <Address> |
| 10. Department's Primary Contact (clause 1.1) | <Name> |
| 11. Department's address | <Address> |
| 12. Department's phone number | <Number> |
| 13. Department's email address | <Address> |

Schedule

Re: <Activity Name>

Schedule no: <Optional: Insert number OR n/a>

Item 1: Activity details

(read with 'Terms and conditions' clause on *Funding*)

What the Funding is for

<Insert Service/Project description being funded, OR the description the applicant submitted on their application form if applicable, OR briefly describe the Activity>

Why the Department is Funding this Activity

<Describe objectives of Activity and/or associated policy>

Activity start date and end date

The Activity described in this Schedule starts on <DD/MM/YYYY> and ends on <DD/MM/YYYY>.

The people/groups who are intended to benefit most from this Activity are:

<Insert Beneficiaries>

This Activity is intended to benefit people or groups living in the following places:

<Insert Name of LGAs, whole of Government regions or statewide>.

- <Insert any optional Clause Bank items – bulleted>

Item 2: Funding

(read with 'Terms and conditions' clause on *Funding*)

- The funding for the Activity comes from <Program Name/Funding Source>.
- The total funding for the Activity is \$<Amount>. This amount is excluding GST.
- <Insert optional Clause Bank items – bulleted>

Item 3: Activity deliverables and payments

(read with 'Terms and conditions' clause on *Funding*)

[SAMPLE TABLE PROVIDED]

Activity Deliverables and Payments Table

Deliverable or milestone	Demonstrating the deliverable is complete	Evidence due date	Payment amount (excluding GST)
<Deliverable – free text>	<Indicator – free text>	<DD/MM/YYYY>	\$<Amount>
<Add rows as needed>	<Add rows as needed>	<DD/MM/YYYY>	\$<Amount>
<Add rows as needed>	<Add rows as needed>	<DD/MM/YYYY>	\$<Amount>
<Add rows as needed>	<Add rows as needed>	<DD/MM/YYYY>	\$<Amount>
<Add rows as needed>	<Add rows as needed>	<DD/MM/YYYY>	\$<Amount>

- <Insert optional Clause Bank items – bulleted>

Item 4: Budget

(read with 'Terms and conditions' clause on *Funding*)

- <Insert optional Clause Bank items – bulleted>

<BUDGET TABLE IS OPTIONAL. SAMPLE TABLE PROVIDED >

Budget Forecast Table

Activity Income	\$ (excluding GST)
Funds from the Department	\$<Amount>
Funds from your Organisation	\$<Amount>
Funds from other contributors or partners	\$<Amount>
• Grants (Commonwealth)	\$<Amount>
• Grants (State)	\$<Amount>
• Grants (Other)	\$<Amount>
• <Insert item>	\$<Amount>
Total Activity Income	\$<Amount>
Activity Expenditure (Aligned to National Standard Chart of Accounts Headings)	\$ (excluding GST)
Expenditure against total Activity income	\$<Amount>
• <Insert item>	\$<Amount>
• <Insert item>	\$<Amount>
• <Insert item>	\$<Amount>
Total Activity Expenditure	\$<Amount>
Activity costs met through in-kind contributions (approximate value)	\$ (excluding GST)
Total in-kind support	\$<Amount>

Item 5: Reporting requirements

(read with 'Terms and Conditions' clauses on *Reporting* and *Assets*)

<Insert optional Clause Bank items – bulleted>

Item 6: Activity specific requirements

Acknowledgement (to be read with 'Terms and Conditions' clause 4.17 Funding Acknowledgement)

The Organisation will acknowledge any financial and other support from the Victorian Government according to the *Acknowledgement and Publicity Guidelines* as amended from time to time, which can be found at <at: Attachment X OR on the Department's website at <URL>.

The Department reserves the right to publicise and report on awarding the Funding to the Organisation.

<Insert optional Department/program specific acknowledgment clause from the Clause Bank>.

<Insert any other relevant optional Clause Bank items – bulleted>

Repayment of Funds (to be read with 'Terms and Conditions' clause 4 Use of Funding)

<optional clause where Department requires repayment of unspent Funding, delete clause heading and clause if not required>

The Department will be entitled to recover from the Organisation any part of the Funding which as at the Activity end date has not been:

- (a) expended; or
- (b) legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required); and

the Organisation must repay to the Department the unexpended or uncommitted part of the Funding within 60 days of demand by the Department.

Carry Forward Funding (to be read with 'Terms and Conditions' clause 4 Use of Funding)

<optional clause where Department requires unspent Funding to be carried forward and repaid at end of Agreement, delete clause heading and clause if not required>

The Organisation must provide to the Department a financial acquittal report of all Funding expenditure at the end of each year within 30 days of that date and if any part of the Funding has not been:

- (a) expended; or
- (b) legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required);

the amount of the unexpended or uncommitted part of the Funding will be carried forward and treated as part of the Funding paid by the Department to the Organisation for the following year.

Where any unexpended or uncommitted part of the Funding exists at the end of the final year of the Term of the Agreement, the Department will be entitled to recover and Organisation must repay to the Department, the unexpended or uncommitted part of the Funding, within 60 days of demand by the Department.

Intellectual Property (to be read with 'Terms and Conditions' clause 16 Intellectual Property)

<Insert optional clauses where DET needs to own Intellectual Property OR where DET accepts a Licence over Intellectual Property, delete clause heading and clause(s) not required>

The Department hereby gives written notice to the Organisation pursuant to clause 16.3(a) of the 'Terms and Conditions' that the Department is to own the Project Intellectual Property and grants a Licence to the Organisation use, reproduce, adapt, modify, publish, distribute and communicate the Project Intellectual Property to the extent needed to deliver the Activity under this Agreement.

The Department hereby gives written notice to the Organisation pursuant to clause 16.3(b) of the 'Terms and Conditions' that the Department requires a Licence to use, reproduce, adapt, modify, publish, distribute and communicate the Project Intellectual Property to the extent needed to allow the Department to enjoy the full benefit of the Activity and this Agreement.

Child Safety (read with 'Terms and Conditions' clause 3.1 *Quality of Service Delivery*)

- (a) The following definitions apply:

Child-connected work has the meaning given to it in section 4 of the Ministerial Order as amended from time to time.

Child Safe Standards mean the standards implemented by the Victorian Government from time to time to improve the way organisations that provide services or facilities for children prevent and respond to child abuse that may occur in their organisation.

Child Safety Act means the *Child Wellbeing and Safety Act 2005* (Vic) as (amended from time to time).

Child Safety Laws means any Laws that in any way relate to child safety, including without limitation the Child Safety Act.

Ministerial Order means Ministerial Order 870 entitled "Child Safe Standards – Managing the risk of child abuse in schools" (as amended from time to time).

Organisation Child Safety Policies means any relevant policies, codes, guidelines or associated documents of the Organisation that in any way relate to child safety, including any policies, codes, guidelines or associated documents that the Organisation produces for the purpose of meeting its minimum child safety standards pursuant to section 5 of the Ministerial Order.

Personnel of a party includes the officers, employees, agents, contractors and sub-contractors of that party, who are involved in providing the funded activity.

- (b) If the Organisation is an entity under the Child Safety Act, the parties acknowledge and agree that they are committed to:
- i. creating child safe environments; and
 - ii. protecting students from abuse or harm, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents, disclosures, suspicions or allegations of child abuse in accordance with their legal obligations, including under Child Safety Laws.
- (c) The Organisation warrants that:
- i. it is an entity under the Child Safety Act required to comply with the Child Safe Standards or has a valid exemption;
 - ii. is compliant with and will continue to comply with the Child Safe Standards as amended from time to time unless a valid exemption applies;
 - iii. has in place and complies with all appropriate Victorian Child Safe Standard policies, codes of conduct, strategies and procedures (refer Community Language Schools Funding Program: Accreditation and Funding Guide for more detail); and
 - iv. will immediately provide the Department with copies of any documents or information in respect to any compliance action taken by any regulatory authority in connection with child safety against the Organisation (or its Personnel).
- (d) If the Organisation warrants that it is exempt from the requirement to comply with the Child Safe Standards, the Organisation will notify the Department of the category of exemption within 14 days of executing this variation.
- (e) The Organisation must ensure at all times during the Term of this Agreement that:

- i. all personnel of the Organisation having contact with a child must have a current worker screening clearance (Clearance) under the *Worker Screening Act 2020* (Vic); and
 - ii. copies of all Clearances are kept on file with the Organisation and made available to the Department on request.
- (f) The Department may terminate this Agreement immediately if, in the Department's reasonable opinion, it determines at any time that:
 - i. there is a breach of any Child Safety Laws caused by, or in any way connected with, the Organisation or its Personnel; or
 - ii. the Organisation or any of its Personnel are not suitable to engage in Child-connected work for the purposes of the Organisation's compliance with the Child Safety Laws or relevant Organisation Child Safety Policies.

Family Violence Risk Assessment and Risk Management Framework (read with 'Terms and conditions' clause 3.1 *Quality of Service Delivery*)

- (a) The following definitions apply:

Agency means a provider of services under a contract entered into with the Department relevant to family violence risk assessment or family violence risk management.

Alignment (and correspondingly Align) means actions taken by Framework organisations to effectively incorporate the four pillars of the Framework into existing policies, procedures, practice guidance and tools, as appropriate to the roles and functions of the prescribed entity and its place in the service system.

Approved Framework means the Family Violence Risk Assessment and Risk Management Framework as amended from time to time approved under section 189 of the FVP Act.

Framework Organisation means a body prescribed to be a framework organisation for the purposes of Part 11 of the FVP Act.

FVP Act means the Family Violence Protection Act 2008 (Vic).

- (b) If the Organisation is a Framework Organisation or an Agency under the FVP Act it warrants to the Department that:
 - i. it has aligned its relevant policies, procedures, practice guidance and tools with the Approved Framework as amended from time to time; and
 - ii. it will maintain alignment of its relevant policies, procedures, practice guidance and tools with the Approved Framework during the Term of this Agreement.

Status of Organisation (read with clause 23.3 *Status of Organisation*)

- (a) The following definition applies:

Services to Children means services provided by the Organisation in which the Organisation is responsible for the supervision of, or has authority over, a child. This includes the provision of care, education, services or activities for children. To avoid doubt, it does not include one-off activities or incidental or ad hoc contact with children.

- (b) If the funding offered in this Agreement is for Services to Children, if the Organisation, or any organisation that will receive funding under this Agreement, is not duly incorporated at the time of commencement of this Agreement, the Organisation warrants that it, and where applicable any organisation that will receive funding under this Agreement:
 - i. was not able to finalise incorporation before entering into the Agreement but is actively working towards incorporation,
 - ii. will continue to actively work towards incorporation, and
 - iii. will be duly incorporated within twelve months of the commencement of this Agreement.

Insurance (read with 'Terms and conditions' clause 20.1 *Insurance*)

- (a) The following definitions apply:

Child Abuse means an occurrence, act or omission in relation to a person when the person is a minor that is physical abuse or sexual abuse, and psychological abuse that arises out of that occurrence, act or omission.

Minimum Insured Amounts means a monetary aggregated claims amount of \$10 million per annum.

Services to Children means services provided by the Organisation in which the Organisation is responsible for the supervision of, or has authority over, a child. This includes the provision of care, education, services or activities for children. To avoid doubt, it does not include one-off activities or incidental or ad hoc contact with children.

- (b) Without limiting clause 20.1, if the Organisation provides Services to Children, the Organisation warrants that at all times the insurance coverage obtained in accordance with clause 20.1(a) includes public and products liability insurance written on an occurrence basis covering legal liability (regardless of how this liability arises) for death or bodily injury of any person and loss and destruction of, and damage to, any property, and includes liability for Child Abuse for the Minimum Insured Amounts.

Trustee Organisation (to be read with 'Terms and Conditions' clause 23 *Status of Organisation*)

If the Organisation enters into this Agreement in the capacity as trustee of any trust (Trust) under any trust deed, deed of settlement or other instrument (Trust Deed), then this clause applies and the Organisation also enters into this Agreement in its personal capacity.

The Organisation represents and warrants that:

- (a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;
- (b) it has power under the Trust Deed and under its constitution to enter into and execute this Agreement and to perform the obligations imposed under this Agreement as trustee;
- (c) all necessary resolutions have been passed as required by the Trust Deed and by its constitution in order to make this Agreement fully binding on the Organisation;
- (d) the execution of this Agreement is for the benefit of the Trust;
- (e) the Organisation is not, and has never been, in default under the Trust Deed;
- (f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Agreement and the assets of the Trust are sufficient to satisfy that right of indemnity;
- (g) there is not now, and the Organisation will not do anything by virtue of which there will be in the future, any restriction or limitation on the Organisation's right to be indemnified out of the assets of the Trust; and
- (h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the Department, acting reasonably, to enter into this Agreement.

No change of trustee of the Trust (including any appointment of an additional trustee) will occur without the prior written consent of the Department, which consent will not be unreasonably withheld or delayed.

Counterparts

This Agreement may be executed in any number of counterparts all of which taken together will constitute one instrument. A party that has executed a counterpart of this Agreement may exchange that counterpart with another party by emailing it to the other party (or their legal representative) and, it is intended that such exchange is to take effect as delivery.

Electronic Signatures

The parties acknowledge and agree that this Agreement and any amendments to this Agreement may be executed by electronic signature which shall have the same force and effect as a handwritten signature. Without limiting this term, 'electronic signature', whether digital or encrypted, will include scanned and transmitted versions (e.g. via pdf) of an original signature. An electronic signature is sufficient to indicate a party's approval of the terms of this Agreement and the parties agree to be so bound by their electronic signature and the terms of this Agreement.

If this Agreement is executed electronically, the Agreement will become binding upon receipt (electronically) by all parties of a fully executed copy of the Agreement. Where this Agreement is executed in a number of counterparts, the Agreement will become binding upon receipt (electronically) by all parties of executed counterparts of this Agreement.

Essential Terms (read with 'Terms and conditions' clause 14.3 *Termination by the Department*)

The Organisation acknowledges and agrees that a breach of the matters in Items 6 above, is a breach of an essential term in accordance with clause 14.3(f) of the Agreement.

Item 7: Attachments

Attachment 1 – CVFA 'Terms and Conditions'

<Insert text: List additional attachments by number and name/s, eg. Attachment 2 – Report Template>