

2010 Performance Agreement

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

2 Treasury Place
East Melbourne VIC 3002

AND XX
(the Board/Council)
XX(ABN)

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BACKGROUND TO THIS AGREEMENT

- A. The Commission has the responsibility to provide for the delivery of vocational education and training in Victoria, pursuant to s 3.1.2 of the Education and Training Reform Act 2006 (the Act). Pursuant to s 3.1.4 of the Act, the Commission is empowered to enter into performance agreements including this Agreement.
- B. The Board/Council was established to oversee and govern the Institute. The Board/Council is a body corporate and is empowered to enter into agreements including this Agreement pursuant to s 3.1.14 of the Act.
- C. The Board/Council is accountable to the Minister for the effective and efficient governance of the Institute including the discharge of its statutory functions and for the educational and financial performance of the Institute, pursuant to s 3.1.15(2) of the Act.
- D. At a national level, *Skilling Australia for the Future* identifies vocational education and training as central to Australia's productivity growth, with an emphasis on making training systems more responsive to the country's changing labour market.
- E. As part of the State Government's skills reform policy, *Securing Jobs for Your Future – Skills for Victoria*, the Victorian Government has committed \$316 million to the training industry over the next four years. The policy seeks to deliver broader and more responsive training options to individuals and businesses and strengthen the world class TAFE network that currently exists in Victoria.
- F. *Securing Jobs for Your Future – Skills for Victoria* has four clear goals:
 - increasing the number of people undertaking training in areas and at the levels where skills are needed for Victoria's economic and social development;
 - developing a training system that engages more effectively with individuals and businesses and is easier to navigate;
 - ensuring Victoria's skills system is responsive to the changing needs of Victoria's industry and workforce; and
 - creating a culture of lifelong skills development.
- G. A key element of *Securing Jobs for Your Future – Skills for Victoria* is that government subsidised training is focused on individual and business needs, led by individual and business demands and delivered by capable, flexible and competitive providers, both public and private.
- H. The implementation of *Securing Jobs for Your Future – Skills for Victoria* is being staged over four years from 2009 - 2012. This is to allow time for the redevelopment of reformed governance, funding

and contract arrangements, and any necessary redesign of systems and work practices for TAFE and non-TAFE providers.

- I. As part of the staged implementation, the Commission is entering into 12 month Agreements with the Board/Council. This is the second such Agreement. The impact of *Securing Jobs for Your Future – Skills for Victoria* is being carefully monitored during implementation and a review will be undertaken in 2010, prior to full implementation.
- J. Complementing the *Securing Jobs for Your Future – Skills for Victoria* policy, the Victorian Government, through the Council of Australian Governments (COAG), has also committed to providing an entitlement to government-subsidised training for eligible individuals through the *Compact with Young Australians* and the *Retrenched Worker Training Entitlement*.

1. PREAMBLE

- 1.1. The Parties enter into this Agreement in good faith and will act in a manner that:
 - promotes trust and open communication;
 - emphasises service delivery to the Victorian community;
 - achieves a co-ordinated and integrated approach to the provision of the Services; and
 - is open, flexible and accountable in the provision of the Services.
- 1.2. The Board/Council agrees to accept the Funds and perform the Services subject to the terms and conditions set out in this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Agreement, unless the contrary intention appears:

Act means the *Education and Training Reform Act 2006*.

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

Board/Council means the governing body of the Institute established pursuant to the Act.

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 at an institute.

Code of Practice means a code of practice as defined in, and approved under, the *Information Privacy Act 2000*.

(the) Commission means the Victorian Skills Commission, a body corporate, established pursuant to s 3.1.1 (3)(a) of the Act.

Confidential Information means the information as detailed in clause 14.

Dispute Notice means the notice referred to in clause 11.

Funds means money provided by the Commission to the Board/Council under this Agreement as in clause 7 and 8

GST means GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended.

Individual Exemption means an exemption granted to the eligibility criteria for demand driven arrangements as defined in Schedule 3 Part 2C for an individual aged 20 years or above who already has a vocational or higher education qualification and is seeking to enrol in training at the same level as their existing qualification or lower.

Information Privacy Principles means the principles so identified and set out in the *Information Privacy Act 2000*.

Institute means an entity as defined in s 3.1.11 of the Act.

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.

Item means the relevant item to a Schedule to this Agreement.

Minister means the Minister for Skills and Workforce Participation.

Party/ Parties mean the parties to this Agreement.

Services means the services funded by the Commission, as described in the schedules attached to this Agreement.

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

Term means the period set out in clause 3.

2.2. Interpretation

- a) In this Agreement, unless the context otherwise requires:
 - words importing any gender include each other gender;
 - the plural includes any singular and vice versa;
 - a reference to a person includes any other entity recognised by law and vice versa;
 - a reference to a statute, ordinance, code or other law includes subordinate legislation, consolidations, amendments, re-enactments, and replacements of it;

a reference to a Party to this Agreement includes the executors, administrators, successors and permitted assigns of that Party;

a reference to an individual or person includes a corporation, partnership, joint venture, association, governments, local government authorities and agencies;

a reference to 'dollars' or '\$' is a reference to the lawful currency of Australia;

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;

where a term is defined, the definition includes all grammatical forms of that term;

if any day for the payment of Funds under this Agreement falls on a Saturday, Sunday or a day on which trading banks (as defined in the Banking Act 1959 (Cth) are not open for business in Victoria (Non-Business Day), the payment will be due on the next day which is not a Non-Business Day;

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;

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;

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

neither the Commission nor the Board/Council:

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

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

the Board/Council must not hold itself out or allow itself to appear as an agent or other representative of the Commission or the Government of Victoria;

where this Agreement permits a Party to take an action, form an opinion or exercise discretion, the action may be taken, opinion formed or discretion exercised by a person or entity authorised by that Party either generally or in a particular case.

b) If there is any conflict or inconsistency between:

- i) 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;
- ii) the terms and conditions contained in the clauses of this Agreement and any part of the annexures (if any), then the terms and conditions of the clauses in this Agreement will prevail to the extent of the conflict or inconsistency; and
- iii) any part of the Schedule and any part of the annexures (if any), then the Schedule will prevail to the extent of the conflict or inconsistency.

3. TERM OF THIS AGREEMENT

- 3.1. This Agreement commences on 1 January 2010 and terminates on 31 December 2010 unless terminated earlier or the Parties agree in writing to extend the Term before the expiry of this Agreement.

4. ENTIRE AGREEMENT

- 4.1. This Agreement records the entire agreement between the Parties in relation to its subject matter and supersedes all prior representations and agreements in connection with that subject matter.

5. GOVERNANCE

- 5.1. The Board/Council must perform its obligations in accordance with legislative requirements and provisions relating to governance as set out below.
- a) The Act sets out the functions, powers and accountability obligations of the Board/Council, in ss 3.1.13, 3.1.14 and 3.1.15 respectively.
 - b) The Board/Council has a responsibility to assist and support the work of the CEO and other senior managers.
 - c) In the exercise of its functions, an effective Board/Council understands the distinction between governance and management, and the need for the CEO to exercise expert judgement about matters within the CEO's responsibility. At the same time, the Board/Council is publicly accountable for the proper discharge of the responsibilities of the CEO.
 - d) Members of the Board/Council are expected to understand and diligently exercise their responsibilities.
 - e) The CEO is fully accountable to the Board/Council, and at any time is required to expeditiously provide to the Board/Council any

relevant documents, briefings or data requested by the Board/Council.

- f) In addition, the Board/Council will:
 - i) ensure that appropriate compliance frameworks and controls are in place;
 - ii) ensure financial and operational risks facing the Institute have been identified, assessed and the risks are being properly managed;
 - iii) ensure that adequate reporting systems are in place and are reviewed on a regular basis;
 - iv) ensure that policies on key issues are in place and are reviewed on a regular basis;
 - v) approve and foster an appropriate corporate culture matched to the Board/Council's values and strategies;
 - vi) establish and monitor governance practices and make changes where necessary;
 - vii) evaluate the performance of the Board/Council; and
 - viii) evaluate the performance of the CEO against pre-determined criteria.
- g) The Board/Council will ensure that the Services are provided, where relevant, according to the requirements of the accredited course or endorsed national training package consistent with purchasing guides, directions or policies issued by the Commission.
- h) The Board/Council will ensure that unless this Agreement provides otherwise, the Funds provided through this Agreement will be used to supply everything necessary for the efficient and effective provision of the Services and the performance of its obligations under this Agreement.

5.2. Strategic and Financial Planning

- a) In accordance with s 3.1.13 (1) (a) of the Act, the Board/Council will develop strategic and operational business plans to ensure that the Institute is managed in an efficient and effective manner.
- b) These plans need to be incorporated into a Statement of Corporate Intent and be submitted in accordance with Schedule 4.1.1.
- c) The Board/Council will develop a budget for the calendar year to be submitted in accordance with Schedule 4.1.2.

5.3. Working Capital Ratio

- a) The Board/Council will ensure the Institute maintains a satisfactory working capital ratio (not less than 1:1, current assets to current

liabilities [with the reported current long service leave liability reduced by the calculated long term current liability]) throughout the year and must not have an operating deficit before depreciation and excluding capital, at the end of the calendar year.

- b) Variations to the requirements detailed in clause 5.3 a) will be considered by the Commission upon written request from the Board/Council. The request would need to demonstrate the once-off strategic nature of the expenditure and ability to fund from TAFE Board/Council reserves without adversely impacting its liquidity position.

5.4. Relationships

- a) The Board/Council will liaise with Regional Councils of Adult Community and Further Education (ACFE), particularly in the development of regional plans by Regional Councils of ACFE for the purpose of performing the Board/Council's functions under s 3.1.13 of the Act.
- b) The Board/Council will liaise and support the Local Learning and Employment Networks (LLENs) for the purpose of expanding post compulsory education and training options particularly for young people.

5.5. Recognition and Promotional Activities

- a) The Board/Council will acknowledge in promotional or other material prepared by the Board/Council or Institute relating to the Services, that the Services are provided with Funds made available by the Victorian and Commonwealth Governments. For example, "This training is delivered with Victorian and Commonwealth Government funding".

6. THE SERVICES

6.1. The Board/Council shall carry out the Services:

- a) subject to the terms and conditions of this Agreement; and
- b) in accordance with any applicable policies as notified by the Commission and/or the State from time to time including Executive Memoranda which have the weight of a contractual requirement;
- c) exercising due care, skill and judgment and at all times acting in accordance with applicable professional ethics, principles and standards;
- d) complying with eligibility requirements as described in Schedule 3 of this Agreement.
- e) complying with the agreed performance standards and targets as set out in the Schedules attached to this Agreement; and

- f) complying with the Australian Quality Training Framework 2007 Essential Standards for Registration (AQTF 2007), as amended from time to time, at all times during the Term of this Agreement.

- 6.2. The Board/Council can only grant Individual Exemptions relating to training funded through demand driven arrangements as described in Schedule 3 Part 2C up to the number advised by the Commission in accordance with Executive Memorandum 2009-32 and any subsequent advice. The Board/Council may not grant exemption to an individual who is ineligible on citizenship/residency grounds as described in Schedule 3 of this Agreement.
- 6.3. A contractual relationship is not created between the Commission and any subcontractor approved by the Board/Council to perform the Services. The Board/ Council must ensure the provision of the Services that have been subcontracted. The Board/ Council is responsible for the performance of this Agreement and the provision of the Services, including all costs in relation to the subcontracted services. The subcontractor arrangement does not relieve the Board/Council of any of its obligations under this Agreement.

7. ROLE OF THE COMMISSION

- 7.1. Subject to this Agreement, the Commission has agreed to pay the Funds to the Board/Council in accordance with the payment schedules contained in this Agreement.
- 7.2. The Commission will ensure that all relevant guidelines are available to the Board/Council.

8. FUNDING AND PAYMENTS

- 8.1. The Board/Council must use the Funds exclusively for the purposes of the Services and in accordance with this Agreement.
- 8.2. The Board/Council acknowledges and agrees that:
 - a) the Funds and associated payment arrangements constitute the full extent of Funds available to the Board/Council from the Commission for the Services; and
 - b) the Board/Council is not entitled to claim from the Commission any sums additional to the Funds in relation to the Services.
- 8.3. The Board/Council acknowledges that the Funds include GST where relevant.
- 8.4. Nothing in this Agreement is to be construed as creating an obligation, commitment or undertaking by the Commission to provide additional or

further financial advances or assistance beyond that provided for in this Agreement.

- 8.5. The Commission will pay the Board/Council by way of financial advances derived from the Victorian Government appropriation and Commonwealth-State *'National Agreement for Skills and Workforce Development'*, the amounts specified in relation to each program in Schedule 1 of this Agreement. Except where specifically detailed otherwise, the financial advances will be made by twice monthly payments on the 1st and 15th day of the calendar month.
- 8.6. Payments from the Commission to the Board/Council for eligible students enrolled and undertaking training through *Securing Jobs for Your Future – Skills for Victoria* and other demand driven funding arrangements as defined in Schedule 3 Part 2C will be provided monthly in arrears. Payments will be made on the basis of student statistical data submitted to the Commission by the Board/Council where the Board/Council has evidence of participation. Claims for payment will be calculated at the unit of competency or module level, such that the scheduled hours reported will be averaged over the number of months of scheduled delivery.
- 8.7. All other payments will be made in accordance with details described in Schedule 5.
- 8.8. Subject to this Agreement, the Commission will pay the Board/Council for training delivered under this Agreement in 2010 at the rate per Scheduled Hour described in Schedule 3. For training delivered under demand driven funding arrangements defined in Schedule 3 Part 2C, the Commission will pay the Board/Council up to the maximum Nominal Hours per qualification as identified in the relevant Victorian Purchasing Guide or State Accredited Course.
- 8.9. The Board/Council must identify all units of competency or modules relevant to the qualification in which an eligible individual is enrolled that have been attained by an individual as a result of previous formal training. The Board/Council is not eligible for funding for the student contact hours associated with these units of competency or modules, and must report these student contact hours as Credit Transfer.
- 8.10. Recognition of Prior Learning (RPL) will be paid up to the nominal hours per unit of competency or module. Recognition of Current Competency will not be funded.
- 8.11. The Board/Council must adhere to the *2009 Ministerial Directions about Fees*, or any subsequent relevant directions, in regards to the collection of tuition fees and other fees for government funded training together with financial and accountability requirements with regard to student fees.

- 8.12. Where the Board/Council has granted a fee concession on the basis of clauses 2.2 and 2.3 of the *2009 Ministerial Directions about Fees*, the Board/Council will be reimbursed by the Commission for income foregone. For fee concessions applied in relation to training delivered through Schedule 1 reimbursements will be made in accordance with Schedule 2.11. For fee concessions applied in relation to training delivered through *Securing Jobs for Your Future* reimbursements will be made in accordance with Executive Memorandum 2009-67 and any subsequent advice.
- 8.13. If more than three months elapses between the date of commencement of the Training Contract for an Apprenticeship or Traineeship and the start of Structured Training, the Board/Council is not eligible for funding (as applicable).
- 8.14. The Commission may deduct from any payment due to the Board/Council under this Agreement between the Commission and the Board/ Council:
- a) any amounts due to the Commission under this Agreement between the Commission and the Board/ Council; and
 - b) money paid for any Services that the Commission is satisfied have not been provided in accordance with this Agreement.
- 8.15. If in the opinion of the Commission or its delegate, the Board/Council is considered to be non-compliant with some or all of its material obligations pursuant to this Agreement, the Commission may withhold payment under this Agreement until such time as the non-compliance is addressed to the satisfaction of the Commission.

9. ACCOUNTS AND RECORDS

- 9.1. The Board/Council shall:
- a) ensure appropriate accounting processes and controls are exercised;
 - b) subject to clause 8 expend the Funds only for the purposes of the Services or matters reasonably incidental to the Services; and
 - c) keep complete records, and account for all Funds as required by legislation applicable to the Board/Council, which may include quotations, invoices, and receipts.
- 9.2. The Board/Council will, on request by the Commission, make available to the Commission for inspection during business hours, all books, documents, or other records in its possession, control or power relating to the Services.

- 9.3. The Board/Council will provide reports to the Commission in accordance with Schedule 4 of this Agreement and as otherwise required.
- 9.4. The Board/Council will supply any other 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 solvency of the Board/Council or capacity of the Board/Council to deliver the Services and meet its financial obligations.
- 9.5. The Board/Council will comply with *Victorian VET Student Statistical Collection Guidelines* issued by or on behalf of the Commission from time to time and maintain an electronic student management system which is capable of periodic reporting of training activities and training outputs.
- 9.6. The Board/Council will respond fully in writing and report to the Commission on any matter relating to this Agreement within 14 days after the receipt of a Notice from the Commission to do so.
- 9.7. The Board/Council will keep accounting records in relation to Funds as specified in this Agreement, in such a manner as to enable them to be conveniently audited by the Auditor General of Victoria or any other entity as directed by the Commission.
- 9.8. The Board/Council will ensure that audited financial reports submitted in accordance with Schedule 4 of this Agreement have been audited by the Auditor General and comply with the *Financial Management Act 1994* and the Financial Reporting Framework. This includes the *Ministerial Direction - Standard Direction 4.5.6 – Treasury Risk Management*.

10. AUDIT OR REVIEW

- 10.1. The Commission or persons authorised by the Commission may conduct a performance review or audit of the Board/Council at any reasonable time:
 - a) if the performance of the Board/Council gives rise to reasonable concerns of the Commission;
 - b) to establish or investigate the Board/Council's financial viability where the Funds comprise a significant proportion of the Board/Council's total budget;
 - c) to investigate allegations or suspected misuse of the Funds;
 - d) to establish whether Funds have been applied to the Services; and/or

- e) as part of the Commission's Audit and Risk Committee's Internal Audit Plan.

10.2. The Board/Council agrees to:

- a) co-operate with the Commission in relation to the conduct of any such audit or performance review;
- b) permit the Commission or authorised persons to enter its premises and areas within those premises that are used for the Services, whenever the Services are being performed and otherwise at all reasonable times;
- c) assist and ensure that any sub-contractor engaged by the Board/Council assists, as requested by the Commission or authorised persons, with audits under this clause 10; and
- d) publish on its website or provide on request by any person a copy of its most recent AQTF audit report.

11. DISPUTE RESOLUTION

11.1. The Parties will use their best endeavours to resolve any disputes or differences prior to employing the dispute resolution procedure provided for in this clause.

11.2. Dispute Notice

- a) A Party claiming that a dispute or disagreement has arisen under this Agreement must give a Dispute Notice to the other Party, specifying the nature of the dispute.
- b) A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.

11.3. Good Faith Discussions

- a) Within 10 Business Days of the date of issue of the Dispute Notice the Parties must enter into good faith discussions in an attempt to resolve the issues between them.

11.4. Minister

- a) If the Parties have not resolved the dispute within 20 Business Days of the date of issue of the Dispute Notice, either Party may refer the dispute to the Minister or the Minister's nominee.
- b) The Parties acknowledge and agree that the Minister or the Minister's nominee may:
 - i) provide written directions to the Parties as to the resolution of the dispute; or
 - ii) make such other decisions as the Minister or the Minister's nominee considers appropriate.

- c) Any decision of the Minister or the Minister's nominee that constitutes a written direction by the Minister or the Minister's nominee to a Party to a dispute will be taken to be conclusive and binding on that Party.

11.5. Performance of Obligations

- a) Notwithstanding the existence of a dispute, the Parties to the dispute will continue to perform their obligations under this Agreement.

12. TERMINATION

12.1. This Agreement may be terminated:

- a) At any time by written agreement between the Parties.
- b) At any time and without Notice (except as otherwise stated) by the Commission if the Board/Council is in default of any term of this Agreement and such default remains unremedied after 21 days Notice specifying the default complained of has been given by the Commission to the Board/Council.
- c) If this Agreement is terminated, the Commission may:
 - i) not pay to the Board/Council any outstanding portion of the Funds (if any); and
 - ii) be entitled to recover from the Board/Council any unspent portion of the Funds.

13. INTELLECTUAL PROPERTY

13.1. The Board/Council must not, in performing the Services, do any act or undertake any process which would infringe an Intellectual Property right of the State, the Commission or any other person or body.

13.2. The Board/Council must indemnify, keep indemnified and hold harmless the Commission, the State and its officers, employees, servants and agents against all expenses, losses, liabilities, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the indemnified party) arising out of the infringement, or alleged infringement, of an Intellectual Property right where the infringement or alleged infringement occurs directly or indirectly as a result of the provisions of the Services under this Agreement.

14. CONFIDENTIALITY

14.1. Confidentiality

- a) The Board/Council must not, without the prior written approval of the Commission, disclose information regarding this Agreement to third parties except where:
 - i) necessary for the purpose of acquiring services;
 - ii) required by Law;
 - iii) information is already in the public domain;
 - iv) disclosure is to solicitors, barristers or other professional advisers under a duty of confidentiality; and
 - v) disclosure is necessary for the registration or recording of documents where required.

14.2. Disclosure

- a) The Board/Council acknowledges and agrees that disclosure by the Commission may be required:
 - i) in connection with permitted re-tendering or any benchmarking or market testing;under the Freedom of Information Act 1982;
under the Ombudsman Act 1973; or
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 his or her duties of office.
- b) The Board/Council must use all reasonable endeavours to assist the Commission in meeting its legislated disclosure obligations.

14.3. The operation of this clause survives the termination of this Agreement.

15. PRIVACY

15.1. The Board/Council agrees to comply with Information Privacy Principles and any applicable Code of Practice with respect to any act done, or practice engaged in, by the Board/Council for the purposes of this Agreement in the same way and to the same extent as the Commission would have been bound by them in respect of that act or practice had it been directly done or engaged in by the Commission.

16. INDEMNITY AND INSURANCE

16.1. Indemnity

The parties acknowledge that:

- a) They are both clients of the Victorian Managed Insurance Authority; and
- b) It is unnecessary to include a release, indemnity or insurance provision in this Deed. The insurance of each Party is adequate to cover foreseeable losses arising out of each of their own potential liabilities. The Parties agree that any insurance or indemnity issue arising under this Agreement will be determined having regard to the common law principles of liability.

16.2. Insurance

- a) If a Party ceases to hold insurance with the Victorian Managed Insurance Authority it will notify the other Party in writing within 5 Business Days. The Parties acknowledge that an amendment to this Agreement may be required if a Party ceases to hold insurance with the Victorian Managed Insurance Authority.

17. VARIATION OF AGREEMENT

- 17.1. This Agreement may be varied at any time at the written consent of the Commission. The Commission will not unreasonably withhold its consent to a variation requested by the Board/Council.

18. NOTICES

18.1. A Notice must:

- a) be in writing;
- b) signed by or on behalf of the Party giving it; and
- c) be hand delivered to the address of the addressee or sent by post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee.

18.2. 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, on delivery at the address of the addressee;
- b) in the case of post, on the second (seventh if posted to or from a place outside Australia) Business Day after posting;

- c) in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the Board, with the exception of where the facsimile is received on a non business day, or after 4.00pm on a Business Day, in which case the communication will be deemed to be received on the next Business Day; and
 - d) in the case of an email, upon receipt by the sender of confirmation that the email has reached the Board's mailbox.
- 18.3. The authorised representative of each Party will be responsible for Notices under this Agreement:
 - a) the Commission's representative is the Deputy Secretary, Skills Victoria; and
 - b) the Board/Council's representative is the CEO.

19. GOODS AND SERVICES TAX (GST)

- 19.1. An amount payable under this Agreement by a Party to the other Party, in respect of a supply which is a taxable supply, represents the GST exclusive value of the supply.
- 19.2. The Party who receives a taxable supply under this Agreement from the Supplier must, upon receipt of a tax invoice from the Supplier, pay GST to the Supplier in addition to the GST exclusive value of the supply.
- 19.3. Any penalty or interest payable as a result of late payment of any GST payable under this Agreement is payable by the party who is the cause of the late payment.
- 19.4. If the Supplier is entitled to an input tax credit in relation to any GST recoverable from the other Party under this Agreement, the amount of GST payable by the other Party is to be reduced by the amount of the input tax credit which the Supplier has received or is entitled to receive.

20. APPLICABLE LAW

- 20.1. This Agreement is governed by the law of Victoria.
- 20.2. The Board/Council must comply with the requirements of, and pay all fees and bear all costs connected with, all laws in any way affecting or applicable to the provision of the Services.

- 20.3. The Board/Council must comply with all applicable legislative requirements including the *Charter of Human Rights and Responsibilities Act 2006*

21. EXECUTION OF 2010 PERFORMANCE AGREEMENT

Signed under delegation from **the Commission** on the ___ day of _____ 2009.

Commission Delegate Signature: _____

Commission Delegate Name: _____

Commission Delegate Title: _____

Witness Signature: _____

Witness Name: _____

Signed under delegation from **the Board/Council** on the ___ day of _____ 2009.

Council Delegate Signature: _____

Council Delegate Name: _____

Council Delegate Title: _____

Witness Signature: _____

Witness Name: _____

Schedule 1: Financial Plan

Schedule 2: Specific Purpose Payments

Schedule 2 outlines Board/Council Responsibilities, Commission Responsibilities and any related Reporting Requirements for each item which appears as a Specific Purpose Payment in the Financial Plan – Schedule 1.

FULL SERVICE PROVIDER

2.1 Full Service Provider

Board/Council Responsibility

To allocate resources across the institute such that requirements associated with being a publicly owned provider of training, including any community service obligations, are adequately met.

Commission Responsibility

To provide financial advances through the Financial Plan – Schedule 1.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

ASSET MANAGEMENT

Preamble

All aspects of asset management across the TAFE sector are to be consistent with the policy, standards and practice of the *Asset Management Framework* and *Investment Lifecycle Guidelines* of the Department of Treasury and Finance.

2.2 Leasing Facilities

Board/Council Responsibility

To manage existing leases funded by the Commission.

Commission Responsibility

To provide financial advances through the Financial Plan – Schedule 1.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

2.3 Building Maintenance

Board/Council Responsibility

To maintain an up-to-date Maintenance Backlog Register for publicly owned assets in accordance with the *TAFE Capital Infrastructure Guidelines*

available from Skills Victoria, Skills Policy Development and Coordination (Resources and Facilities Unit).

To develop an annual maintenance work program using the *Maintenance Backlog Register* as the basis for maintaining the publicly owned assets. This includes:

- allowing users to perform their functions without unacceptable disruption;
- providing users with the level of amenity appropriate for the function;
- maintaining the building infrastructure so that the asset achieves its expected physical life; and
- providing a safe environment that meets the requirements of the Building Act 1993.

Commission Responsibility

To provide the level of support necessary to ensure building maintenance and operating standards are maintained to full compliance with industry standards, government regulation and legislative requirements under the *Asset Management Framework*.

To make available up to date *Building Maintenance Guidelines*

To provide an annual building maintenance grant through the Financial Plan – Schedule 1.

Reporting Requirements

The Board/Council will make available upon request the up-to-date Maintenance Backlog Register to the Commission.

A summary report on maintenance expenditure during 2010 that includes the Commission's annual grant is to be provided to the Commission.

A summary report on maintenance expenditure that includes the Commission's annual grant is to be provided in the Institute's Annual Report.

Reporting Deadlines

By 31 March 2011 and as required.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

2.4, 2.5, 2.6 State, Commonwealth and Specialised Teaching Equipment

Board/Council Responsibility

To purchase or lease equipment items in accordance with the *Equipment Grant Guidelines* to:

- provide teaching equipment that enables training to be delivered on items which are either the equivalent of those used in industry or, alternatively, best suited for teaching purposes;
- provide communications and computer equipment required to support flexible training delivery;
- purchase software or to meet contracts for the supply of software for either training or administrative purposes;

provide for the acquisition of administrative equipment to support the development of improved management practices; and
enable the Institute to keep pace with new and emerging technology and better align teaching equipment to industry standards.

Specialist teaching equipment is defined as those items that are unique to a particular training course that could not be funded through the normal equipment grants.

The Specialist Teaching Equipment grant was approved in the 2006/07 Budget as \$48 million over four years. Therefore, 2009/10 is the final funding year for this grant.

Commission Responsibility

To provide funding for equipment through the Financial Plan – Schedule 1.

To circulate *Equipment Grant Guidelines* to all institute Business Managers. Additional copies are available from Skills Victoria.

Reporting Requirements

The Board/Council will provide an audited acquittal statement on purchases made with Equipment funds during 2010.

Reporting Deadline

By 31 March 2011

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

SECTOR WIDE SUPPORT SERVICES

2.7 Apprenticeship/Traineeship Accommodation Subsidies

Board/Council Responsibility

To provide accommodation subsidies consistent with the *Apprenticeship/Traineeship Accommodation Subsidies Program Guidelines* for apprentices and trainees who undertake training away from their homes.

To maintain records sufficient for audit purposes of the financial assistance provided for accommodation subsidies for apprentices and trainees.

Commission Responsibility

To provide financial advances through the Financial Plan – Schedule 1.

If the funds are insufficient, the Commission will reimburse claims in excess of the budget allocation.

Reporting Requirements

The Board/Council will provide a report detailing the following information for Apprentice and Trainee Accommodation subsidies separately for the first and second half years of 2010:

the amount of grant paid to apprentices and trainees;
the number of nights claimed for the grant paid; and
the total number of apprentices and trainees in receipt of the grant.

Reporting Deadline

By 31 March 2011

Skills Victoria Contact

Executive Director, Training Operations (Regulated Training and Curriculum Branch)

2.8 Apprenticeship Field Officers (AFOs)

Board/Council Responsibility

To efficiently and effectively monitor the quality of on-the-job training provided by employers to apprentices and trainees and compliance with legislation through undertaking field service visits, audits and investigations, and prepare reports for action by delegates of the Commission.

The Board/Council has the responsibility for employing XX AFOs and the Institute's CEO will have line management responsibility for the AFOs within the context of Skills Victoria's overall responsibility for coordination of field services conducted in accordance with *AFO Operational Guidelines*.

The Board/Council will be responsible for the provision of all support services connected with the performance of the AFO role including:

- payroll and personnel record support;
- appropriate office space;
- I.T support;
- office stationery;
- mobile and fixed telephone and laptop computer with remote and fixed internet access;
- access to printer, photocopy and fax equipment;
- suitable vehicle (one per officer) dedicated to AFO use and appropriate parking arrangements; and
- maintenance and running costs and replacement of vehicles.

Commission Responsibility

To provide financial advances through the Financial Plan – Schedule 1.

Skills Victoria Contact

Executive Director, Training Operations (Regulated Training and Curriculum Branch)

2.9 Koorie Liaison Officers – Indigenous Programs

Board/Council Responsibility

To support the implementation of the *Wurreker Strategy* including support for the Indigenous Education Program, the Board/Council will employ XX Koorie Liaison Officers to:

- Strengthen the capacity of the institute to provide culturally inclusive resources and programs that respect the value of Koorie culture;
- Provide opportunities for Koorie learners to become active participants in the broader institute and TAFE learning community;
- Provide timely information that is culturally appropriate and that promotes the importance of education and training to Koorie learners; and
- Support Koorie learners to achieve effective and sustainable education and training outcomes and realise aspirational goals.

Commission Responsibility

To provide financial advances through the Financial Plan – Schedule 1.

Reporting Requirements

As specified in Schedule 4.4 'Koorie Participation and Completion Rates'

Skills Victoria Contact

Executive Director, Skills Funding and Innovation (Access and Equity Unit)

2.10 Curriculum Maintenance Manager (CMM) - NA

OTHER

2.11 Fee Concessions

Board/Council Responsibility

To provide fee concessions to students as prescribed in the *2009 Ministerial Direction about Fees*.

Commission Responsibility

Subject to annual audit, provide funds within budget provision to defray the costs of mandatory fee concessions relating to training funded through the Financial Plan. Separate arrangements for fee concession reimbursements for training funded through *Securing Jobs for your Future – Skills for Victoria* are contained in Executive Memoranda 2009-67.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

2.12 Regional Differential

Board/Council Responsibility

To apply the funding provided to compensate regional TAFE institutes for higher operating costs associated with small class sizes, travel and communication costs.

Commission Responsibility

To provide financial advances through the Financial Plan – Schedule 1.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

2.13 Corrections Education

Board/Council Responsibility

The Board/Council will deliver vocational education and training to individuals held in correctional facilities to enhance their opportunities to participate in community life and to gain employment post-release.

The nature of the programs and the amount of training to be delivered to each individual shall be based on individual risk and needs assessments of the individuals undertaken by the correctional institution's management in collaboration with the Board/Council.

The Board/Council shall deliver training to a total minimum value of \$XX and according to the proportions identified below. Training delivery will be valued and reconciled:

in accordance with the rates per Student Contact Hour for "Persons held in correctional facilities" as identified in Schedule 3; and
having regard for the identified proportions per facility.

In reconciling hours delivered against the total minimum value specified for corrections delivery described in 2.13, the fund source code ZC will be taken into account.

A variance of +/- 5% will be deemed acceptable in reconciling delivery against the proportions (as specified below) of the total minimum value expected to be delivered at each correctional facility.

Any delivery at the corrections sites listed below that is additional to the total minimum value specified for corrections delivery (\$XX) will not be funded. In the event that the value of training delivered is less than the total minimum value specified for corrections delivery, the Board/Council will be required to return funds to the Commission to the value of that shortfall.

Adult Correctional Facilities

XX Centre (XX% of the total minimum value) [as relevant to the Institute]

Corrections Victoria has advised that their preference is for priority to be given to delivery of training from the following industry training packages:

- XX

Commission Responsibility

To provide financial advances through the Financial Plan – Schedule 1.

Skills Victoria Contact

Executive Director, Skills Funding and Innovation (Public Skills Funding Unit)

2.14 E-Learning

Board/Council Responsibility

To apply the funds to implement the e-Learning Grant to support flexible delivery.

To effectively manage and participate in e-learning product development and professional development.

To review and implement appropriate flexible delivery measures and remain mindful of copyright responsibilities.

Commission Responsibility

To provide financial advances through the Financial Plan – Schedule 1.

Reporting Requirements

An e-learning plan; and

A final report on agreed outputs and expenditure in a format to be issued by the Commission.

Reporting Deadlines

e-learning plan by 15 February 2010

Final report by 26 November 2010.

Skills Victoria Contact

Executive Director, Training Operations

2.15 Innovation Fund

Board/Council Responsibility

To sign off on diversion of up to one per cent of the 2010 total Profile funding to innovative approaches to the development and trialling of products, programs and services in the areas of:

- workforce development;
- climate change and adjustment to a low carbon economy;
- addressing skills shortages; and
- responding to new and emerging technologies.

To monitor, risk manage and report on progress towards mutually agreed targets and measures.

Project Summary

To be confirmed via an Addendum to this Performance Agreement

Commission Responsibility

To endorse diversion of Profile funds to innovative projects.

Reporting Requirements

The Board/Council will report six monthly on progress against the Key Performance Indicators and outcomes in accordance with a pro forma to be provided by the Commission.

All products developed through this fund will be subject to Crown copyright.

Reporting Deadlines

By 9 July 2010 and 10 January 2011.

Skills Victoria Contact

Executive Director, Skills Funding and Innovation (Skills Initiatives Unit)

Schedule 3: Training Delivery

PART 1: GENERAL CONDITIONS

Under this Agreement;

- the Board/Council must deliver nationally recognised training as per its scope of registration to eligible individuals;
- training must be delivered in accordance with the *TAFE Delivery Guidelines* and will be subject to audit;
- funds provided for training must only be used to deliver training within the State of Victoria to eligible individuals;
- funds provided for training may only be used for flexible or on-line delivery if the training is part of a program in which the majority of the delivery involves the physical presence of the student in Victoria;
- the Board/Council is required to report training delivery in accordance with Schedule 4.2; and
- all hours delivered must be verifiable in accordance with Schedule 4.3.

PART 2: ELIGIBILITY REQUIREMENTS

A. General Citizenship Eligibility Criteria

To be eligible for government subsidised training funded under this Agreement, a person must be

- an Australian citizen; or
- a holder of a permanent visa; or
- a holder of a Special Category Visa (sub-class 444); or
- an East Timorese asylum seeker; or
- a holder of a Temporary Protection Visa.

B. Additional Eligibility Criteria for the Youth Compact

Further eligibility criteria apply to all individuals undertaking training funded through the Compact with Young Australians (the Youth Compact). Eligible individuals are as follows:

- individuals aged 15 - 19 years of age (where age is calculated as at 1 January in the year of the scheduled commencement in training) regardless of prior level of qualification; and
- individuals aged 20 - 24 years of age (where age is calculated as at 1 January in the year of the scheduled commencement in training) undertaking training in the Foundation Category or at a higher qualification level than the highest qualification held at the time of the scheduled commencement.

C. Additional Eligibility Criteria for demand driven training paid through Skills Victoria Training System (SVTS)

Further eligibility criteria apply to all individuals undertaking training paid through SVTS, specifically:

- *Securing Jobs for your Future – Skills for Victoria* including all training at AQF V and above and referrals through the *Skills for Growth* initiative at any AQF level; and
 - 2010 Retrenched Worker Training Entitlement.
- (i) Eligible individuals undertaking training funded through *Securing Jobs for Your Future – Skills for Victoria* including training at AQF V and above and *Skills for Growth* referrals are as follows:
- individuals aged up to 20 years of age (where age is calculated as at 1 January in the year of the scheduled commencement in training) regardless of prior level of qualification; and
 - individuals aged 20 years of age and over (where age is calculated as at 1 January in the year of the scheduled commencement in training) undertaking training in the Foundation Category or at a higher qualification level than the highest qualification held at the time of the scheduled commencement.
- (ii) For 2010, an eligible retrenched worker for the purpose of the Retrenched Worker Training Entitlement is an individual who:
- was retrenched on or since 1 January 2009; and
 - is registered with a Commonwealth Employment Services Provider; and
 - holds a Certificate of Separation in relation to their retrenchment; and
 - is aged 25 years of age or older as at 1 January 2010 ; and
 - is training in the Foundation Category or at a higher qualification level than the highest qualification held at the time of the scheduled commencement.

Note: For individuals who commenced training in 2009 under the 2009 Victorian Retrenched Worker Training Initiative and are continuing training in the same enrolment in 2010, refer to Schedule 5.1 of the 2010 Performance Agreement for pipeline arrangements.

D. General Apprenticeship and Traineeship Eligibility

Further eligibility criteria apply to all apprentices and trainees as outlined in the *TAFE Delivery Guidelines*.

Note: The above sections in Part 2 A – D should be read in conjunction with Executive Memorandum 2009-32 and any subsequent advice which provides further details on the application of eligibility criteria.

PART 3: FUNDING RATES

Training delivery funded under this Agreement will be valued and reconciled in accordance with the following:

Table 1: Base funding rates for course categories in 2010

Category*	Award	Rate per Student Contact Hour** for training delivered to individuals enrolled and undertaking training prior to 1 July 2009	Rate per Student Contact Hour** for all other training delivered in 2010
Foundation	Foundation Level & Pre-Accredited Courses	\$9.46	\$9.75
Skills Creation	AQF 1-2	\$9.46	\$9.43
Skills Building	AQF 3-4	\$9.46	\$9.21
Skills Deepening	AQF 5-6	\$9.46	\$7.58
Apprenticeships and Traineeships	AQF 1-4	\$9.46	\$9.46
Apprenticeships and Traineeships	AQF 5-6	\$9.46	\$9.46

* The category refers to the *Securing Jobs for Your Future – Skills for Victoria* course categories as advised in the *Securing Jobs for Your Future – Skills for Victoria* policy document and detailed in Attachment 2 of Executive Memorandum 2009-21 and any subsequent updates.

** The Rate per Student Contact Hour will be adjusted according to a weighting determined based on the Industry Sector of the qualification being delivered, or the cohort for whom the training is delivered, as described in Table 2 of this Schedule, whichever is greater.

Table 2: Weighted funding rates for training delivery in 2010

Industry Sectors or Cohorts	Weighting* applied to the SCH Price**	Rate per Student Contact Hour after application of relevant weighting for training delivered to individuals enrolled and undertaking training prior to 1 July 2009	Rate per Student Contact Hour after application of relevant weighting for all other training delivered in 2010
Business and Clerical, Community Services, Cross Industries, Finance, First Aid and Occupational Health and Safety, Government Administration and Services, Property Services, Scientific and Technical, Wholesale and Retail	0.8	\$7.57	Foundation = \$7.80 Skills Creation = \$7.54 Skills Building = \$7.37 Skills Deepening = \$6.06 App's & T'ships (AQF 1-4) = \$7.57 App's & T'ships (AQF 5-6) = \$7.57
Communications, General Preparatory, Information Technology, Language and Literacy, Languages Other Than English (LOTE), Victorian Certificate of Education (VCE), Victorian Certificate of Applied Learning (VCAL)	0.9	\$8.52	Foundation = \$8.78 Skills Creation = \$8.49 Skills Building = \$8.29 Skills Deepening = \$6.82 App's & T'ships (AQF 1-4) = \$8.51 App's & T'ships (AQF 5-6) = \$8.51
Arts and Design, Hospitality, Personal Services, Tourism	1.0	\$9.46	Foundation = \$9.75 Skills Creation = \$9.43 Skills Building = \$9.21 Skills Deepening = \$7.58 App's & T'ships (AQF 1-4) = \$9.46 App's & T'ships (AQF 5-6) = \$9.46
Electrical and Electronics, Entertainment, Floristry, Health, Printing, Recreation	1.1	\$10.41	Foundation = \$10.73 Skills Creation = \$10.37 Skills Building = \$10.13 Skills Deepening = \$8.34 App's & T'ships (AQF 1-4) = \$10.41 App's & T'ships (AQF 5-6) = \$10.41
Agriculture and Production Horticulture, Amenity Horticulture, Animal Handling, Civil Operations, Cookery, Fish Harvesting, Food Processing, Forest and Forest Products, Furnishing, General Construction, Process Manufacturing, Public Order and Safety, Racing, Storage and Distribution, Textile Clothing and Footwear, Transport, Water	1.2	\$11.35	Foundation = \$11.70 Skills Creation = \$11.32 Skills Building = \$11.05 Skills Deepening = \$9.10 App's & T'ships (AQF 1-4) = \$11.35 App's & T'ships (AQF 5-6) = \$11.35
Aerospace, Engineering, Mining, Plumbing Services, Repair Service and Retail, Vehicle Manufacturing	1.3	\$12.30	Foundation = \$12.68 Skills Creation = \$12.26 Skills Building = \$11.97 Skills Deepening = \$9.85 App's & T'ships (AQF 1-4) = \$12.30 App's & T'ships (AQF 5-6) = \$12.30
Work Education, Persons held in correctional facilities	1.5	\$14.19	Foundation = \$14.63 Skills Creation = \$14.15 Skills Building = \$13.82 Skills Deepening = \$11.37 App's & T'ships (AQF 1-4) = \$14.19 App's & T'ships (AQF 5-6) = \$14.19
Persons who identify themselves as Aboriginal or Torres Strait Islander	1.5	\$14.19	Foundation = \$14.63 Skills Creation = \$14.15 Skills Building = \$13.82 Skills Deepening = \$11.37 App's & T'ships (AQF 1-4) = \$14.19 App's & T'ships (AQF 5-6) = \$14.19
Persons aged 15-19 as at 1 January without Year 12 or equivalent (deemed to be Certificate II for this purpose). Refer to data definition published at http://www.skills.vic.gov.au/corporate/providers/tafes/performance-agreements	1.3	\$12.30	Foundation = \$12.68 Skills Creation = \$12.26 Skills Building = \$11.97 Skills Deepening = \$9.85 App's & T'ships (AQF 1-4) = \$12.30 App's & T'ships (AQF 5-6) = \$12.30

* Weightings are subject to change at any time.

** Mapping of courses to industry sectors are subject to change at any time.

PART 4: DELIVERY REQUIREMENTS AND RECONCILIATION

A. Training Delivery Paid Through Schedule 1

(i) Profile and Productivity Places Funding

Funds provided under Part 4A are only available for training delivery to;

- individuals who are not eligible for demand driven funding as described in Part 2C of this Schedule; and are undertaking training at AQF IV and below; OR
- eligible individuals who were enrolled and undertaking training prior to 1 July 2009 and are continuing training under the same enrolment in 2010.

The Board/Council must deliver training under this Part 4A to eligible individuals to a **total minimum value** of \$XX. The **total minimum value** equals all funding advanced through the 'Total Profile' line of Schedule 1 - Financial Plan (including Profile and Productivity Places funding).

Further Requirements

The following further conditions apply to training delivered with these funds:

- training to the value of \$XX (the **Youth Compact minimum value**) must be delivered to the Youth Compact cohort
- training to the minimum of XXX SCH (the **Agricultural base**) must be delivered in the Agriculture and Production Horticulture Sectors.

Reporting and Reconciliation

Total Minimum Value Reconciliation

The Annual Student Statistical Report referenced in Schedule 4.2 will be used to determine the quantum of verifiable SCH that have been delivered towards the **total minimum value**, and towards any other targets identified in this Agreement.

In reconciling hours delivered towards the **total minimum value**, the following fund sources will be taken into account for eligible individuals described in this section:

P, L, YCP, YCL

In relation to students enrolled in 2009 and continuing in 2010, for the purposes of reconciliation, the hours of funding under Schedule 3 of the 2009 TAFE Performance Agreement that were apportioned to 2009 will be deducted from the hours reported for this same enrolment when reported in 2010. The resulting number of hours will be counted towards reconciliation of the 2010 **total minimum value**.

Youth Compact Reconciliation

Training delivered to eligible individuals under the Youth Compact that is in excess of the **Youth Compact minimum value** (\$XX) will be paid through a supplementary payment. This payment will be provided retrospectively by the Commission at the rate identified in Tables 1 and 2 of this Schedule if the value of the excess delivery is matched with equal (or greater) delivery above the **total minimum value** described in Part 4A.

Training delivered under the Youth Compact must be reported against the following fund source codes:

YCP or YCL

Return of funds in the event of delivery shortfall

Total Minimum Value Return of Funds

In the event that the value of training delivered is less than the **total minimum value** described in Part 4A, the Board/Council must return funds to the Commission to the value of that shortfall.

Youth Compact Minimum Value Return of Funds

In the event that the value of training delivered is less than the **Youth Compact minimum value** described in Part 4A, the Board/Council must return funds to the Commission to the value of that shortfall.

Agricultural Base Return of Funds

In the event that the **Agricultural base** described in Part 4A is not delivered, the Board/Council must return funds to the Commission to the value of that shortfall. The value of under delivery is determined by multiplying the average price of the hours delivered to the cohort by the remaining under delivered hours.

21.1.

B. Training Delivery Paid Through SVTS

(i) Securing Jobs for Your Future – Skills for Victoria: Skills Deepening

The Board/ Council will be paid for training delivered to eligible individuals undertaking training in Skills Deepening Category courses (i.e. AQF level V and above) through SVTS. Delivery to apprentices and trainees at AQF levels V and above is included in these funding arrangements.

Funding for training delivered to eligible individuals will be provided in arrears for the monthly scheduled hours delivered and reported where the institute has satisfactory evidence of participation.

Training delivered to eligible individuals under this initiative will NOT be counted towards the **total minimum value** described in Schedule 3 Part 4A.

Training delivered under this initiative must be reported against the following fund source codes:

P or L

(ii) Securing Jobs for Your Future – Skills for Victoria: Skills for Growth

The Board/ Council will be paid for training delivered to eligible individuals undertaking training as a result of referrals from the Skills for Growth initiative (irrespective of the course category) through the Skills Victoria Training System (SVTS).

Funding for training delivered to eligible individuals will be provided in arrears for the monthly scheduled hours delivered and reported where the institute has satisfactory evidence of participation.

Training delivered to eligible individuals under this initiative will NOT be counted towards the **total minimum value** described in Schedule 3 Part 4A.

Training delivered under this initiative must be reported against fund source codes:

PSG or LSG

(iii) Retrenched Worker Training Entitlement Initiative

The Board/ Council will be paid for training delivered to eligible individuals under the Retrenched Worker Training Entitlement Initiative through the Skills Victoria Training System (SVTS).

Funding for training delivered to eligible individuals will be provided in arrears for the monthly scheduled hours delivered and reported where the institute has satisfactory evidence of participation.

Training delivered to eligible individuals under this initiative will NOT be counted towards the **total minimum value** described in Schedule 3 Part 4A.

In determining the training to be delivered to this cohort, the Board/Council should consider the jobs situation in the local community which it serves, with the primary objective of equipping retrenched workers with skills which would enable a rapid return to the workforce.

Where practicable, preference should be given to training delivery in the following industry areas identified as experiencing persistent skills shortages:

- Health and community services;
- Building and construction;
- Transport and storage;
- Agrifood industry;
- Electricity, gas and water; and
- Other industry areas where relevant to local needs.

Training delivered under Retrenched Worker Training Entitlement Initiative must be reported against fund source code:

RWP or RWL for new commencements in 2010

Schedule 4

Reporting Requirements

4.1 FINANCIAL STATEMENTS AND REPORTS

This Schedule includes all formal reporting requirements other than those specified elsewhere in this Agreement

4.1.1 Statement of Corporate Intent

Reporting Requirements

The Board/Council is required to submit a Statement of Corporate Intent (SCI) which incorporates key aspects of its strategic and operational business plans. A letter outlining government expectations and setting the framework for the SCI will be issued prior to the submission date.

The Statement of Corporate Intent should include items such as:

- Purpose;
- Strategic Direction;
- Initiatives and projects;
- Business performance targets; and
- Financial plan.

Reporting Deadline

Draft during October

Final during November

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

4.1.2 Annual Budgets

Reporting Requirements

The Board/Council is required to lodge a copy of the Institute's Annual Budget for 2010. The budget should be in accordance with the Commission's reporting proforma which includes 3 year forward estimates.

Reporting Deadline

By 11 December 2009.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

4.1.3 Annual Report

Reporting Requirements

The Board/Council is to approve (signed by Board/Council President) and submit its Annual Report (including the Annual Audited Financial Statements in accordance with the *Financial Reporting Framework*) compliant with statutory requirements in the Compliance Framework and other guidelines issued on behalf of the Commission.

Financial statements are required by email for NCVET National Reporting in accordance with guidelines issued on behalf of the Commission.

The Board/Council is also required to submit an Operating Statement on Commercial Activity in accordance with the *Framework* issued by the Commission.

Reporting Deadline

Report as at 31 December 2010, due by 31 March 2011.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

4.1.4 Quarterly Expenditure to Budget Reports including Commercial Activity

Reporting Requirements

The Board/Council is to approve and submit Quarterly Expenditure to Budget and Key Performance Indicator (KPI) reports in accordance with the Commission's reporting pro forma provided to the Institute periodically, incorporating:

- a detailed trial balance split into months;
- other data required to calculate KPI's;
- current year forecast; and
- a Plan to address any variances of expenditure to budget greater than 5% in the Operating Statement (including commercial activity) for the quarter.

Reporting Deadlines

By the 15th working day after 31 March, 30 June, 30 September 2010 and within 20 days for the quarter ending 31 December 2010 (unaudited).

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

4.1.5 Theft and Losses

Reporting Requirements

As Public Agencies, TAFE institutes are required to comply with the Standing Directions of the Minister for Finance under the Financial Management Act 1994.

In accordance with *Direction 4.5.4 Thefts and Losses*, the Board/Council must ensure that all cases of suspected or actual theft, arson, irregularity or fraud in connection with the receipt or disposal of money, stores or other property of any kind whatsoever under the control of the Board/Council are notified to the Minister for Finance and the Auditor-General via the Department as follows:

In respect of the receipt or disposal of money;

If the amount is equal to or exceeds \$1,000, this must be reported at the time of the occurrence and an incident report provided within 2 months; or

If the amount is less than \$1,000, annually for the period 1 July 2009 – 30 June 2010 together with an incident report.

In respect of stores or property of any kind:

If the value is equal to or exceeds \$20,000, this must be reported at the time of the occurrence and an incident report provided within 2 months; or

If the value is less than \$20,000, annually for the period 1 July 2009 – 30 June 2010 together with an incident report.

Accordingly, the Board/Council:

must maintain a register of all incidents of suspected or actual theft, arson, irregularity or fraud; and

must report to the Department in accordance with the guidelines above.

The Department will use this information to:

advise the Victorian Skills Commission via its Audit and Risk Committee on the disposal of money, stores or other property by TAFE institutes; and

provide an annual consolidated report on the disposal of money, stores or other property to the Minister for Finance and Auditor-General as per section 4.5.4 the Standing Directions of the Minister for Finance (July 2005) under the Financial Management Act 1994.

Reporting Deadlines

As above for incidents exceeding \$1,000 in value

Annually for incidents less than \$1,000 by 30 September 2010.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Resources and Facilities Unit)

4.2 STUDENT STATISTICAL REPORTS

Reporting Requirements

The Board/Council is to provide student statistical reports on all activity compliant with *Victorian VET Student Statistical Collection Guidelines* issued by or on behalf of the Commission. Monthly statistical reports are to comply with the data definitions, formats and business rules specified in the *Guidelines* and are to be complete and accurate including coding against funding source codes to facilitate payment for relevant enrolment based funding for all training activity already delivered within the collection year.

A final statistical report for 2010 is to be provided by 15 January in the year after the collection period. This is the 'Annual Student Statistical Report' and must include all completed student statistics for the "Client Postal Details" file and information about clients completing the requirements of qualifications either during the collection period or in the year before the collection period in the 'Qualifications completed' file.

Reporting Deadlines

- Statistical reports on all activity as specified by the *Victorian VET Student Statistical Collection Guidelines* are to be submitted no less than once a month during the period from 16 January 2010 to 31 December 2010 and no later than by the last Friday of each month;
- The 'Annual Student Statistical Report' for 2010 is to be submitted by no later than 15 January 2011.

Skills Victoria Contact

Executive Director, Skills Policy Development and Coordination (Skills Analysis & Reporting Unit)

4.3 VERIFIABLE STUDENT CONTACT HOURS AND INVALID ENROLMENTS

Preamble

Where student enrolments have been reported, but there is a lack of evidence at audit to demonstrate that a student has been engaged in a learning activity associated with a particular module/competency or by an incorrect funding code, the reported activity is deemed to be an Invalid Enrolment (IE).

The Department of Education, Employment and Workplace Relations (DEEWR), in conjunction with Skills Victoria, audits the annual student statistical data from Victoria to determine the reliability and completeness of information reported.

The Verifiable Student Contact Hours are the total SCHs reported, reduced by the percentage of Invalid Enrolments (IE) as determined by an independent audit.

All institute SCHs may be amended to reflect the Verifiable Student Contact Hours.

Where the IE rate exceeds 3%:

- delivery under Schedule 3 Part 4A will be discounted by the excess and if the resultant discounted delivery is less than the **total minimum value(s)** required to be delivered under this Agreement, resource recovery action may be taken. This includes the **total minimum value(s)** identified in Schedule 3 Part 4A and Schedule 2.13 as applicable; and
- resource recovery may also be sought in relation to any demand driven delivery in proportion to the IE rate.

Board/Council Responsibility

The Board/Council is required to participate in an annual audit to determine the Institute's IE rate for the previous year.

At least 97% of the Board/Council's enrolments at the module/competency level are to be verifiable in accord with the relevant clauses of the *TAFE Delivery Guidelines*.

If at least 97% of the Board/Council's enrolments at the module/competency level are not verifiable, an Action Plan for reducing an unacceptable IE rate will be prepared and submitted to Skills Victoria.

Reporting Requirements

Where the Institute has an annual IE rate for the previous calendar year's enrolments in excess of 3% (as determined by audit in the following calendar year), the Board/Council will be required to lodge with the relevant Executive Director at Skills Victoria:

- by 31 August in the current year, an Action Plan to reduce the IE rate within the institute that clearly identifies planned initiatives and milestones, and how they will lead to a lower IE rate; and
- by 31 March in the following year, a Report of actions taken to reduce the IE rate, including progress made against key milestones in each initiative and resulting reductions in the IE rate.

Monitoring

The annual IE Audit will examine a randomly drawn sample of module/competency enrolments drawn from the preceding year's reported student enrolment activity.

A valid enrolment will be verified by:

- The correct fund source code; and
- Evidence of student/trainee/apprentice participation at the module/unit of competency level (Refer to *TAFE Delivery Guidelines*).

Skills Victoria Contact

Executive Director, Training Operations (Regulated Training & Curriculum Branch)

4.4 KOORIE PARTICIPATION AND COMPLETION RATES

Preamble

The *Wurreker Strategy* is a partnership agreement between the Victorian Government and the Victorian Aboriginal Education Association Incorporated to improve education and training delivery for Koorie students in order to achieve quality education, training and employment outcomes. There is a requirement for every Victorian TAFE institute to maintain a *Wurreker Implementation Plan* to increase successful participation of Koorie students in education and training. As part of the implementation of *Wurreker*, the institute is required to achieve progress towards the Victorian Government Koorie employment target.

The outcomes identified below have been set to achieve these overall targets.

Board/Council Responsibility

The Board/Council will achieve its *2010 Wurreker Implementation Plan* outcomes which will include:

- Ensuring the employment within the institute includes the employment of at least two Indigenous people over the period of the agreement;
- Ensuring employment within the institute contributes to achieving State Indigenous employment strategy targets including career development for Indigenous staff;
- Providing cultural awareness training opportunities for institute staff working with Indigenous students;
- Aiming to increase the institute's Module Completion Rate (MCR) for Koorie students in 2010;
- Aiming to increase the institute's Course Completion Rate (CCR) for Koorie students in 2010;
- Aiming to increase enrolments by Koorie students in higher level vocational education and training qualifications (Certificate III and above);
- Aiming to increase involvement of Koorie community members in educational decision making; and
- Delivery of training priorities consistent with the relevant *Wurreker Regional Training Plan*.

Achievement of outcomes of the *Wurreker Implementation Plan* should be included in the Board/Council's Strategic Plan.

Reporting Requirements

The Board/Council will provide:

- A *2010 Wurreker Implementation Plan*; and
- A report on the institute's Indigenous education program targets; and
- A progress report against the *Wurreker Implementation Plan* including evidence that employment practices within the institute contribute to achieving State Indigenous employment strategy targets.

Progress towards improving module and course completion rates for Koorie students will be monitored through the annual Student Statistical Report.

Reporting Deadlines

The *2010 Wurreker Implementation Plan* and a report on progress towards Indigenous Education Program targets is to be delivered to the Commission by 15 February 2010.

Progress report against the Plan in a reporting format provided by the Commission by 30 July 2010.

Skills Victoria Contact

Executive Director, Skills Funding and Innovation (Access and Equity Unit)

4.5 DISABILITY ACTION PLAN

Preamble

The Department of Innovation, Industry and Regional Development is committed to facilitating continual improvements in the educational outcomes

for all learners with disabilities in Victoria's vocational education and training (VET) system.

The *Disability Standards for Education 2005* clarifies and makes explicit the obligations of education and training service providers and the rights of people with disabilities under the *Disability Discrimination Act 1992* in relation to education and training. All public entities are required to comply with the Standards introduced by the Commonwealth Government in August 2005. The Standards cover enrolment, participation, curriculum development, student support services and harassment and victimisation.

Board/Council Responsibility

The Board/Council will achieve this by developing and maintaining a *Disability Action Plan* which articulates its commitment and approach to addressing awareness, access and opportunities for people with disabilities in accordance with the DIIRD Values, and the Public Administration Act 2004 Values, *Disability Discrimination Act 1992* (DDA), *Disability Standards for Education 2005* and the *Victorian Charter of Human Rights and Responsibilities Act 2006* (Vic).

Reporting Requirements

The Board/Council will provide a progress report against the *Disability Action Plan* including evidence of the institute's commitment and approach towards addressing barriers to access and participation in Vocational Educational Education and Training for people with disabilities.

Reporting Deadlines

Progress report against the *Plan* in a reporting format provided by the Commission by 30 July 2010.

Skills Victoria Contact

Executive Director, Skills Funding and Innovation (Access and Equity Unit)

4.6 CAPITAL / INFRASTRUCTURE PROGRAM

Board/Council responsibility

To be fully compliant with the requirements of the Department of Treasury and Finance on the *Asset Management Framework* and *Investment Lifecycle Guidelines*.

To project manage approved government funded capital / infrastructure projects in accordance with the *TAFE Capital Infrastructure Guidelines* and the *Code of Practice for the Building and Construction Industry* available at <http://www.skills.vic.gov.au/corporate/providers/tafes/performance-agreements>.

When requesting funds, the Board/Council must provide copies of invoices for work undertaken to substantiate the claim for funds.

Commission responsibility

To provide leadership, guidance, and support in fulfilling the *Asset Management Framework* and *Investment Lifecycle Guidelines*.

To provide funding when required for approved capital / infrastructure projects.

Reporting Requirements

To annually review and submit updated service, asset and multi year strategies together with campus master plans consistent with Department of Treasury and Finance requirements under the *Asset Management Framework* and *Investment Lifecycle Guidelines*.

In relation to funding for capital works, the Board/Council will submit progressive institute tax invoices with attached copies of paid invoices substantiating the total amount claimed.

Reporting Deadline

Annually by the end of July for the service, asset and multi year strategies.

Business cases for year 0 projects on the multi year strategies need to be at final draft stage by the end of September 2010.

Monthly for capital works progress claims.

Skills Victoria Contact

Executive Director, Skills Policy Development and Co-ordination (Resources and Facilities Unit)

4.7 ENVIRONMENTAL SUSTAINABILITY

Board/Council Responsibility

To establish an *Environmental Sustainability Plan* for 2010 that aims by the end of 2010 to:

- Reduce energy consumption by 20% (using 1999 as the base year) and
- Increase the purchase of electricity from green power sources from 10% to 25%.

Commission Responsibility

To provide funding opportunities to assist TAFE institutes in meeting energy reduction strategies.

To work with VET Facility Managers to inform TAFE institutes of Government sustainability initiatives.

Reporting Requirements

The Board/Council will provide annual energy consumption data for electricity, gas, LPG and green power where it relates to TAFE Buildings.

Reporting Deadline

The *Environmental Sustainability Plan* for 2010 is to be submitted by March 2010.

Annual energy consumption data for electricity, gas, LPG and green power to be submitted by 31 March 2011.

Skills Victoria Contact

Executive Director, Skills Policy Development and Co-ordination (Resources and Facilities Unit)

4.8 UTILISATION OF TRAINING FACILITIES

Board/Council Responsibility

The Board/Council will effectively maximise the utilisation of the Institute's training spaces through the development of efficient processes to optimise training numbers and the strategic management of assets under the *Asset Management Framework* (refer to schedule 4.6).

Commission Responsibility

Using the agreed utilisation formula from previous years, Skills Victoria will calculate the Institute's utilisation rate for each campus using the Institute's reported Designed Student Capacity* and information from the Annual Student Statistical Report.

To provide the institute with a report on the institute's utilisation by campus.

To work with TAFE institutes to improve the utilisation rate of learning / training space, including the review of service, asset and multi year strategies under the auspices of the asset management framework.

Training/ learning spaces include all general and specialist learning / training spaces (excluding auditoriums and restaurants and include but not limited to the following:

- general purpose classrooms;
- student break-out spaces;
- specialist workshops;
- specialist preparation spaces;
- specialist laboratories; and
- studios.

Reporting Requirements

The Board/Council is to ensure learning / training spaces are utilised to maximum capacity.

The Board/Council will report any change in the Designed Student Capacity during the previous twelve months for each campus from what was reported in March 2010.

*The Designed Student Capacity is the maximum number of students that a space or dedicated group of spaces has been designed to accommodate at any one time

Reporting Deadlines

By 31 March 2011 and as required.

Skills Victoria Contact

Executive Director, Skills Policy Development and Co-ordination (Resources and Facilities Unit)

4.9 LAND / ASSET SALES

Board/Council Responsibility

There are over 1000 TAFE Institute buildings under the control of Board/Councils in Victoria. Skills Victoria is keen to ensure TAFE assets are efficiently and effectively used for delivery of vocational education and training under the auspices of the *Asset Management Framework* as the central strategic planning and review process.

The Board/Council is encouraged to review their land / asset base and where appropriate identify those surplus to the institute's use.

Where Board/Councils declare to Skills Victoria that land / assets are surplus to use, consideration will be given to returning some or all of the value of sale to the institute for reinvestment.

Skills Victoria Contact

Executive Director, Skills Policy Development and Co-ordination (Resources and Facilities Unit)

22. Schedule 5 – Special Projects and Initiatives

Schedule 5 includes details of specific projects or support for the Board/Council. Payment for these items is as specified below, and is not included in the Financial Plan.

Any further new initiatives during the period of this agreement will be added to this schedule as Addenda.

This schedule also includes the following addenda from the Board/Council's previous performance agreements on the basis that the period for delivery of these initiatives extends into the period of this new performance agreement.

2008-09 Skill Up Program – Stage 2

2009-07 2009 Additional Health Sector funding (DHS)

5.1 Pipeline for 2009 Victorian Retrenched Worker Training Initiative

Board/Council Responsibility

To provide training to eligible retrenched workers who commenced training in 2009 under the 2009 Victorian Retrenched Worker Training Initiative and are continuing training in 2010 under the same enrolment.

The Board/Council must continue to report these students under fund source code RW.

Commission Responsibility

To provide funds for training delivered to continuing students from 2009 coded RW through a supplementary payment provided retrospectively following annual reconciliation of training delivery funded through Schedule 1 of the 2010 Performance Agreement.

Skills Victoria Contact

Executive Director, Skills Funding and Innovation (Public Skills Funding Unit)

5.2 Vocational Counselling in juvenile justice programs

Board/Council Responsibility

To provide vocational counselling to participants in juvenile justice programs including:

- comprehensive educational/vocational assessment, orientation and induction for each new participant;
- support to assist students to achieve their educational potential;
- liaison with relevant staff/providers/agencies to provide learning pathways / employment for individual students.

Commission Responsibility

To provide funds totalling \$XX payable as follows:

100% of payable funds by no later than 28 February 2010.

Skills Victoria Contact

Executive Director, Skills Funding and Innovation (Public Skills Funding Unit)

5.3 Support for the delivery of AUSLAN courses

Board/Council Responsibility

The Board/Council must deliver a minimum of 70,000 student contact hours in AUSLAN within the 2010 profile (P)

Commission Responsibility

To provide funds totalling \$XX payable as follows:

100% of payable funds by no later than 28 February 2009.

Skills Victoria Contract

Executive Director, Skills Funding and Innovation (Public Skills Funding Unit)

5.4 Flexible Learning Support Services

Board/Council Responsibility

To provide reliable access to e-learning information, resources and initiatives for Victorian providers of vocational education and training.

The Board will:

- develop, maintain, upgrade and promote the wide use of the TAFE Virtual Campus (TAFE VC) as a fast, reliable and productive technology platform that specifically supports the e-learning and e-business services offered by Victorian providers of VET and adult community education (ACE);
- develop the TAFE VC as a vehicle to promote, foster and support the implementation of government training priorities and relevant policy initiatives including the e-Learning Grant;
- promote inform and support the uptake of e-learning across the State Training System (STS), including the implementation of standards, protocols and processes by VET providers to ensure the full business potential of e-learning is realised;
- prepare and implement a 2010 Work Plan, which will be subject to approval by the Deputy Secretary, Skills Victoria, that identifies strategies, milestones and key performance indicators to demonstrate the successful implementation of functions associated with the TAFE VC;
- convene the Flexible Learning Steering Committee (at least 4 meetings) in accordance with its Terms of Reference to ensure sector wide involvement is obtained in formulating and implementing activities that make up the 2010 Work Plan, including the management of the TAFE VC in the interests of the STS;
- develop and implement the TAFE VC Business Plan including:
 - an appropriate pricing and licensing regime to support the maintenance, reproduction, electronic distribution, and further development of the TAFE VC collection of learning materials;

- incentives for the sharing of materials developed by providers, industry and enterprises; and
 - protecting, and where appropriate exploiting, the State of Victoria's Intellectual Property rights.
- grow Skills Victoria's investment in e-learning by obtaining additional funds from national sources and revenue from the development of a TAFE VC commercial client base;
- support Victorian TAFE institutes to achieve and provide evidence of service delivery standards that meet or are above national e-learning benchmarks;
- represent Victoria on the Australian Flexible Learning Advisory Group (FLAG) and the Australian Information and Communications Technology in Education Committee (AICTEC) and attend related meetings;
- fulfil all Victoria's obligations as a member of FLAG in accordance with directions provided by the Deputy Secretary or the Deputy Secretary's nominee;
- ensure that any inputs to FLAG that have potential workload or contractual commitments for Skills Victoria are approved beforehand by the Deputy Secretary or the Deputy Secretary's nominee;
- provide policy and planning advice to the Deputy Secretary, Skills Victoria and/or the Deputy Secretary's nominee in relation to e-learning take-up across the STS;
- ensure the Executive Director e-Works, meets quarterly with the Deputy Secretary's nominee and the Deputy Secretary as required to discuss key issues relating to the TAFE VC and the Australian Flexible Learning Framework; and
- perform any other functions relevant to the above, requested by the Deputy Secretary and/or the Deputy Secretary's nominee.

Commission Responsibility

To provide funds totalling \$XX, payable as follows:

60% of payable funds upon acceptance by Skills Victoria of the 2010 Work Plan.

40% of payable funds upon acceptance by Skills Victoria of the June TAFE VC Progress Report.

Reporting Requirements

The Board/Council will provide:

- separate annual Audited Statements of Income and Expenditure, prepared in accordance with the Australian Accounting standards (A-IFRS), in relation to Skills Victoria funds;
- a Balance Sheet, prepared in accordance with the Australian Accounting Standards (A-IFRS);
- twice yearly TAFE VC progress reports against KPIs to be agreed to by Skills Victoria as part of the development of a Work Plan for 2010, including a final report on achievements against the 2010 Work Plan; and
- any other documents, information or data required by the Deputy Secretary, Skills Victoria, or the Deputy Secretary's nominee, from time to time for the purposes of monitoring the performance by the

Board of its functions under this Agreement. In particular, the Board will provide any documents, information or data required for determining or implementing future directions for the TAFE VC or in relation to Victoria's responsibilities as a member of FLAG.

Reporting Deadlines

Reporting deadlines are:

1. 2010 Work Plan to be agreed to by 26 February 2010;
2. TAFE VC reports on progress of achievements against the 2010 Work Plan up to the end of June and December 2010, to be submitted by 23 July 2010 and 25 February 2011.
3. Audited Balance Sheet & Income and Expenditure reports by 25 February 2011; and
4. Other documents, information or data required by the Deputy Secretary, Skills Victoria, by the dates specified by the Deputy Secretary.

Skills Victoria Contact

Executive Director, Training Operations (Special Projects Unit)

5.5 Additional Agricultural and Production Horticulture Training

Board/Council Responsibility

The Board/Council will deliver additional training in courses in the Agriculture and Production Horticulture sector to a **total minimum value** of \$XX. Training delivery will be valued and reconciled in accordance with the rates per student contact hour as identified in Schedule 3, Part 3, Tables 1 and 2.

This training is to be additional to the Agriculture and Production Horticulture hours identified in Schedule 3.

This additional delivery must be reported against fund code 'Q'.

In the event that the value of training delivered is less than the **total minimum value** (\$XX), the Board/Council will be required to return funds to the Commission to the value of that shortfall.

Commission Responsibility

To provide funds totalling \$XX payable as follows:

100% of payable funds by no later than 28 February 2010.

Skills Victoria Contact

Executive Director, Skills Funding and Innovation (Public Skills Funding Unit)