



Grant deed

Grant program: [##insert program name##]

The Crown in Right of Tasmania
(represented by the Department of State Growth (Skills Tasmania))
(Grantor)

and

[##insert name##]
(Recipient)

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Attachment B – Annual Outcomes Summary Template Error! Bookmark not defined.

Grant deed

Details and recitals

Date:

Parties:

Name	The Crown in Right of Tasmania (represented by the Department of State Growth)
Short form name	Grantor
Notice details	C/- Department of State Growth, [##insert address##] Email: [##] Attention: Secretary, Department of State Growth

Name	[##insert name##]
ACN/ARBN/ABN	[##insert ACN/ARBN/ABN##]
Short form name	Recipient
Notice details	[##insert address##] Email: [##] Attention: [##insert position##]

Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

Information Table

Item 1 (clause 1.1):	Approved Purpose for which the Grant is provided
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NOTE – the Approved Purpose may vary according with the Program Objectives.

To assist the Recipient to deliver the number of Funded Places for those Training Products referred to in the Agreed Budget and to assist the Recipient to deliver associated training, assessment and associated learning support (**the Subsidised Training**).

Further details of the Subsidised Training are set out in the Agreed Budget. These details include, where applicable, the relevant Unit Name, Unit Code, Qualification Name and/or Qualification Code for those Training Products which comprise the Subsidised Training.

Item 2 (clause 2.1):	Grant Amount
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The total amount of the Grant is the sum of A x B.

Where:

- A** means the Subsidy Amount for each Training Product referred to in the Agreed Budget; and
- B** means the number of Funded Places for that Training Product as set out in the Agreed Budget.

Item 3	RTO Registration Identity Number
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The Recipient's Registered Training Organisation Registration Code is: [##]

Item 4 (clause 3.1):	Payment method for the Grant
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The Grant will be paid to the Recipient, in instalments (each a **Grant Instalment Payment**) and will be payable in accordance with the Manual.

The amount of each Grant Instalment Payment will be calculated in accordance with the Manual.

Item 5 (clause 3.2(a)):	Conditions precedent to payment of the Grant
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The payment of the Grant by the Grantor to the Recipient is subject to the following conditions precedent:

1. (for each calendar year which the Recipient is required to provide a Declaration of Submission of Annual Data) the Grantor receiving a Declaration of Submission of Annual Data for the preceding calendar year;
2. the Grantor having received, from the Recipient, all of the data referred to in subclause (1) of Item 7 and it being a condition to payment that all such data is accurate, finalised and otherwise complies with the requirements in subclause (1) of Item 7;
3. on request in writing from the Grantor, the Recipient having submitted any other report pertaining to the Approved Purpose, the Agreed Budget, and/or Outcomes;

4. the Recipient satisfying, and continuing to satisfy, all requirements (including eligibility requirements) applicable to the Program as detailed in the Program Guidelines and/or the Manual (as the case may be); and
5. any other conditions precedent (if any) set out in the Manual applicable to the payment of the Grant.

All evidence, information and other documents that the Recipient is required to provide to the Grantor must be in writing and in a form and substance satisfactory to the Grantor.

Item 6 (clause 4.10): Outcomes

The Outcomes of the Approved Purpose are to provide training services that are aligned to the needs of Tasmanian employers and industry, and to support learners through training and assessment to meet their needs and achieve their goals for employment or further learning.

Additional considerations that affect the Outcomes may be set out in the Manual and updated from time to time.

Item 7 (clause 8.2): Reporting requirements

The Recipient must give to the Grantor:

1. **(Data):** the data described or referred to in the Manual by any date or within any timeframe specified in the Manual. All data must be compliant with National VET Data Standards and must comply with any requirements set out, or referred to, in the Manual.
2. **(Activity Reporting):** a report against any activity identified in the Approved Purpose, the Agreed Budget, and the Outcomes for this Grant, on request. The Grantor will notify the Recipient in writing if additional reporting is required.
3. **(Other Reports and documentation):** any reports or other documents (if any) specified in the Manual by any date or within any timeframe specified in the Manual.
4. **(Declaration of Submission of Annual Data):** For each calendar year other than the calendar year in which this Deed was duly executed, a duly executed Declaration of Submission of Annual Data for the preceding calendar within 45 Business Days of the end of each calendar year (or such other date approved by the Grantor, in writing).
5. **(Annual Outcomes Summary):** An annual outcomes summary which includes the information, and addresses any requirements, set out or referred to in the Manual within 45 Business Days of the end of each calendar year (or such other date approved by the Grantor, in writing) for the period during which the Subsidised Training is provided and expiring the day that the last of the Eligible Learners receiving Subsidised Training have either:
 - (a) completed their Subsidised Training; or
 - (b) otherwise notified the Recipient that they do not wish to complete their Subsidised Training.
6. **(Other):** upon request, any other record or information relevant to training and assessment services delivered by the Recipient pursuant to this Deed for monitoring, compliance and acquittal purposes.

All reports and other documents that the Recipient is required to provide to the Grantor must be in writing and in a form and substance satisfactory to the Grantor.

Item 8 (clause 10): Insurance

Clause 9 is applicable.

The amount of insurance required for the purposes of clause 10.2 is \$20 million public liability.

Item 9 (clause 4.2): Deemed Change Request

Does clause 5.4 apply:

☐ Yes

☐ No

If 'no' option is selected, clause 5.4 does not apply.

Item 10 (clause 13): Special terms and conditions

Not applicable.

Agreed terms and conditions

The parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Act means the *Training and Workforce Development Act 2013* (Tas).

Approved Purpose means the purpose for which the Grant is provided as set out in Item 1 and where the context requires or permits a reference to the Approved Purpose includes the Subsidised Training referred to in Item 1.

Agreed Budget means the agreed budget included at Attachment A as updated, amended or replaced from time to time in accordance with clause 5.

Authorised Officer means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

ASQA means the Australian Skills Quality Authority.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Change Request has the meaning given to that term in clause 5.1.

Conditions of Approval when used in clause 5.5, has the meaning given to that term in that clause.

Conflict means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

Crown means the Crown in Right of Tasmania.

Date that training can commence from means the date identified in the Agreed Budget as the date that the 'Training can commence from' or such later date approved by the Grantor in writing.

Date that training must have commenced by means the date identified in the Agreed Budget as the date that the 'Training must have commenced by' or such later date approved by the Grantor in writing.

Date for completion of the Approved Purpose means the date for completion of the Approved Purpose, if any, set out in the Agreed Budget or such later date, if any, approved in writing by the Grantor.

Declaration of Submission of Annual Data means a declaration provided by the Grantor pursuant to which the Recipient certifies that they have submitted all data that the Recipient is required to submit in relation to this Deed for the calendar year to which the certificate relates.

this Deed means this deed and includes all its annexures, appendices, attachments and schedules (if any).

Default Event means each of the events specified in clause 12.1.

Deemed Change Request has the meaning given to that term in clause 5.1.

Department means the department referred to in the Details. The expression includes any department which substantially succeeds to the functions of the Department which relate to this Deed.

Details means the details and recitals set out above.

Eligible Learner means a person who has satisfied, and continues to satisfy, at all relevant times the eligibility requirements set out, or referred to in the Manual, to receive the Subsidised Training.

Eligibility Requirements means the eligibility requirements set out in the Manual and which are applicable to the Program.

Employer Contribution means the financial contribution:

- (a) in the amount or at the rate set out, or referred to in the Agreed Budget; and
- (b) which is to be collected or paid, by an employer, to the Recipient in consideration for the Recipient supplying the Subsidised Training to the employer's employees.

Funded Place means, for each Training Product, the number of Eligible Learners that the Recipient will be entitled to receive a Subsidy Amount for. The number of Funded Places for each Training Product is set out in the Agreed Budget.

Government Body includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Grant means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

Grantor means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

GST means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

GST Laws means applicable Laws relating to GST.

Guidelines includes:

- (a) the Program Guidelines;
 - (b) any other guidelines, directions issued by Skills Tasmania, from time to time, relating to the Approved Purpose and/or the Subsidised Training Program,
- each as amended or updated from time to time.

Information Table means the table titled 'Information Table' set out above.

Item means an item in the Information Table.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

Manual means the RTO Grant Recipient Standard Conditions Manual published and updated, from time to time, by Skills Tasmania which sets out the requirements applicable to the delivery of Tasmanian government subsidised training by RTO's.

month means calendar month.

National VET Data Standards means data provision requirements set out, or referred to, in the *National Vocational Education and Training Regulator Act 2011* (Cwlth) and where the context requires or permits includes any updates or changes to those requirements made from time to time.

Outcomes means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 6.

PPSA Security Interest has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

Program means the program managed by the Grantor and pursuant to which the Grant is provided.

Program Guidelines means the guidelines, as published or updated, from time to time, by Skills Tasmania regarding the Program.

Recipient means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

Recipient Change Request has the meaning given to that term in clause 5.1

Recipient's Personnel means all employees, officers, agents, sub-contractors (including employees and agents of sub-contractors) and volunteers employed or engaged by the Recipient in or about the performance of the Deed or the Subsidised Training.

Relevant Matter means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;

- (f) any training records or documents relating to any Eligible Learner for the purpose of monitoring, compliance or acquittal purposes;
- (g) any breach of this Deed by the Recipient;
- (h) the occurrence, or possible occurrence, of any Default Event.

Right includes a right, a power, a remedy, a discretion or an authority.

RTO or Registered Training Organisation means a registered training organisation as that term is defined in the Act.

Security Interest means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

Skills Tasmania means the division of the Department known as Skills Tasmania.

Skills Tasmania Website means the website referred to in the Manual, or as otherwise notified by the Grantor, to the Recipient, in writing from time to time as the website for Skills Tasmania.

Subsidised Training means the Subsidised Training described, or referred to, in Item 1.

Subsidy Amount means, for each Training Product, the amount set out in the Agreed Budget under the column 'Subsidy amount'.

Training Plan means a training plan for apprentices and trainees referred to in the Manual.

Training Product has the meaning given to that term in the Manual. The Training Products to which this Deed applies are set out in the Agreed Budget.

Third Party Training Agreement means any agreement or arrangement between the Recipient and a third party for the delivery of the Subsidised Training (or any part of the Subsidised Training).

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;

- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
 - (i) any thing on which there is writing;
 - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
 - (iii) an amendment or supplement to, or replacement or novation of, that document; or
 - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere;
- (s) references to '\$' and 'dollars' are to Australian dollars;
- (t) terms defined in the Manual have the same meanings when used in this Deed unless:

- (i) the context otherwise requires; or
- (ii) the expression is given a different meaning in this Deed

1.3 Headings

Headings are included for convenience only and do not affect the interpretation of this Deed.

1.4 No rule of construction applies to disadvantage party

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

1.5 Information Table

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

1.6 Inconsistency between Grant Deed, Manual, and Guidelines

- (a) If there is any inconsistency between the documents that which are referenced in this Deed, then the following will prevail in descending order of precedence:
 - (i) this Deed;
 - (ii) the Manual;
 - (iii) the Program Guidelines; and
 - (iv) any other Guidelines (other than the Program Guidelines).
- (b) A term, condition or requirement in:
 - (i) the Manual, and/or any Guidelines, is taken not be inconsistent with this Deed if the term, condition or requirement and the other provision of this Deed are both capable of being complied with; and
 - (ii) (where applicable) any Guidelines and the Manual are not to be taken as being inconsistent if the term, condition or requirement in each of these documents are each capable of being complied with.
- (c) To avoid doubt and without limiting the operation of clause 17.16, any Right contained a term, condition or requirement in the Manual and/or any Guidelines is in addition to any other Rights provided for in this Deed or at Law.

1.7 Imputed conduct

- (a) The conduct of the Recipient's Personnel, when involved in the performance of the Deed or the delivery of the Subsidised Training, will be imputed to the Recipient and taken to be the conduct of the Recipient (even if that conduct is not within the scope of the actual or ostensible authority of the Recipient's Personnel).
- (b) The application of this clause is not limited because another provision of the Deed specifically refers to the conduct of the Recipient's Personnel.
- (c) This clause operates in addition to, and not in substitution for, any applicable Law that makes the Recipient responsible for the conduct of the Recipient's Personnel.

- (d) For the purposes of this clause, '**conduct**' includes fraud, a criminal act, an omission or a misrepresentation to the extent that the conduct occurs during the period of the performance of the Deed or the delivery of the Subsidised Training.

2 Grant and other arrangements

2.1 Agreement to provide Grant

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

2.2 Acknowledgments

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

2.3 Compliance with the Manual, Guidelines, and Program Conditions

The Recipient must, at all times:

- (a) comply with the Manual and carry out the Approved Purpose and the Subsidised Training in accordance with the Manual;
- (b) comply with any Guidelines; and
- (c) comply with the specific conditions applicable to the Program.

2.4 Change in Manual

- (a) The Recipient agrees that the Grantor may, from time to time amend the Manual.
- (b) The Grantor will, where practicable, provide reasonable prior notice of any proposed amendment to the Manual to the Recipient.
- (c) Any amendment to the Manual will take effect on the date that the Grantor notifies the Recipient that the amendment to the Manual will take effect..
- (d) The Recipient must comply with any amendment to the Manual after the date that the Grantor notifies the Recipient that the amendment to the Manual will take effect .
- (e) Any amendment to the Manual must not:
 - (i) be inconsistent with the requirements in this Deed;
 - (ii) be inconsistent with any relevant Guidelines; or
 - (iii) require the Recipient to do anything which would result in the Recipient being in breach of this Deed.

2.5 Registration with ASQA

- (a) The Recipient must be registered with ASQA at all relevant times.
- (b) For the purposes of this Deed any of the following is considered a failure by the Recipient to maintain its ASQA registration:
 - (i) ASQA determining the Recipient is non-compliant with a ASQA registration or re-registration audit and that it has not rectified that non-compliance within any timeframe required by ASQA;
 - (ii) ASQA applying a sanction against the Recipient that prevents the Recipient from delivering all or any part of the Subsidised Training; or
 - (iii) ASQA notifying the Recipient that it has voluntarily withdrawn all or part of its registration of the Recipient.
- (c) The Recipient must notify the Grantor within 48 hours of being notified of any of the circumstances referred to in clause 2.5(b).

2.6 Employer and learner contributions

- (a) **(Employer Contributions):**
 - (i) If the Agreed Budget requires the Recipient to collect an Employer Contribution, the Recipient must, subject to clause 2.6(a)(ii) and the Manual, and as a condition of providing (and continuing to provide) the Subsidised Training to any relevant Eligible Learner, collect the Employer Contribution except to the extent otherwise approved by the Grantor in writing.
 - (ii) To the extent that the Recipient and the relevant employer enter into a payment plan for the payment of any required Employer Contribution the Recipient must collect the Employer Contribution in accordance with that payment plan.
- (b) **(Eligible Learner Contributions):** If the Manual provides that an Eligible Learner (or a cohort of which the Eligible Learner forms part) is exempt from paying an Eligible Learner contribution the Recipient must not collect an Eligible Learner contribution from that Eligible Learner.

3 Payment of Grant to Recipient

3.1 Method of Grant payment

Subject to clause 3.2, the Grantor will pay the Grant to the Recipient in the manner specified in Item 4. If no method of payment is specified in Item 4, the method of payment will be as determined by the Grantor.

3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 5 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Payment of Grant instalments linked to performance):** If:

- (i) the payment details in Item 4 provide for the payment of the Grant by instalments; and
 - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,
- the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
 - (d) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 14.

4 Application of Grant and related matters

4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
 - (i) in a timely, diligent, reasonable and economical manner; and
 - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made.

4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
 - (i) member;
 - (ii) director;
 - (iii) officeholder; or
 - (iv) employee involved in the management,of the body corporate.

- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

4.3 No conflict

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
 - (i) notify the Grantor immediately;
 - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
 - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

4.4 Commencement of Subsidised Training

- (a) Unless otherwise approved by the Grantor, in writing, the Recipient must not commence delivery of the Subsidised Training prior to the Date that training can commence from.
- (b) The Recipient must have commenced delivery of the Subsidised Training from the Date that training must have commenced by.

4.5 Completion of Approved Purpose

The Recipient must complete the Approved Purpose by the Date for Completion of the Approved Purpose, if any.

4.6 Delivery of Subsidised Training

The Recipient must deliver the Subsidised Training:

- (a) in accordance with the Manual and any applicable Guidelines; and
- (b) in the Delivery Region set out, or referred to, in the Agreed Budget.

4.7 Compliance with Law

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

4.8 Carrying out activity

- (a) The Recipient must carry out the Subsidised Training, or ensure that the Subsidised Training is carried out by others, in a prompt, diligent, and competent manner, with due care and skill consistent with best industry practice, and in accordance with all applicable Laws and ASQA requirements.

- (b) The Recipient must ensure that its Personnel involved in carrying out the Subsidised Training, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Subsidised Training, are appropriately qualified and experienced and to deliver the Subsidised Training that they are engaged to carry out.

4.9 Subcontracting

- (a) Without limiting the operation of clause 1.7 the Recipient:
 - (i) is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any subcontractor to undertake any task related to the performance of any of those obligations;
 - (ii) is responsible for all acts and omissions of its subcontractors (and each of the subcontractors employees or agents) as if they were acts or omissions of the Recipient;
- (b) The Recipient must:
 - (i) if requested by the Grantor, promptly provide any Third Party Training Agreement and/or such information relating to that Third Party Training Agreement as requested by the Grantor in writing;
 - (ii) the Recipient must at all times and in all respects:
 - (A) ensure that any Subsidised Training delivered pursuant to Third Party Training Agreement is delivered in accordance with all relevant Australian Government Standards for Registered Training Organisations;
 - (B) comply with its obligations and discharge its liabilities under each Third Party Training Agreement; and
 - (C) use its best reasonable endeavours to enforce each Third Party Training Agreement.
- (c) If requested by the Grantor in writing, the Recipient must, at no cost to the Grantor or without any adjustment to the Grant Amount promptly remove from the delivery of the Subsidised Training any subcontractor that the Grantor, acting reasonably, directs should be removed from delivering the Subsidised Training but provided always that the Grantor must consult with the Recipient prior to issuing any request to the Recipient pursuant to this clause.

4.10 Outcomes

The Recipient:

- (a) acknowledges that the Grantor has agreed to provide the monetary grant to the Recipient pursuant to this Deed to achieve the Outcomes;
- (b) must provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (c) must, as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

4.11 Financial records

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
 - (i) the date the Recipient completes the Approved Purpose; and
 - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (e) This clause 4.11 survives the termination of this Deed.

4.12 Grant not to be used as security

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

4.13 Notice by Recipient of adverse matters

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

5 Agreed Budget and related matters

5.1 Interpretation

In this clause:

Change Request means either a Recipient Change Request or a Deemed Change Request as the context requires or permits.

Conditions of Approval means those conditions of approval referred to in clause 5.5.

Deemed Change Request has the meaning given to that term in clause 5.4.

Effective Date means the date referred to in clause 5.10 when the Draft Agreed Budget is deemed to be the Agreed Budget for the purpose of this Deed.

Recipient Change Request has the meaning given in clause 5.3.

5.2 Agreed Budget

- (a) The Recipient must carry out the Approved Purpose in accordance with the Agreed Budget. The Recipient must not change the Agreed Budget.
- (b) A change or amendment to the Agreed Budget must comply with the requirements in this clause 5.

5.3 Recipient Change Request

If the Recipient requires a change to the Agreed Budget it may submit a request, in writing, to the Grantor (**Recipient Change Request**) which:

- (a) identifies itself as a 'Recipient Change Request' for the purposes of this Deed; and
- (b) complies with the requirements (if any) set out, or referred to, in the Manual applying to a Recipient Change Request.

5.4 Deemed Change Request

- (a) **Application:** This clause 5.4 applies if Item 9 states that this clause applies.
- (b) If the Grantor receives, or generates, a National Vet Data Standards report which shows, for the period covered by the report, an increase in the number of learners, who are Eligible Learners, receiving training in relation to a Training Product, the Grantor may, at its discretion, and unless otherwise notified by the Recipient in writing, deem that report to be a Change Request from the Recipient to amend the number of Funded Places in the Agreed Budget for that Training Product by the number of additional learners specified in that report (**Deemed Change Request**).
- (c) A Deemed Change Request is limited to:
 - (i) increasing the number of Funded Places in the Agreed Budget for a relevant Training Product; and
 - (ii) amending the Grant Amount in the Agreed Budget, and any other consequential amendments, arising from the Deemed Change Request.
- (d) If a Deemed Change Request is:
 - (i) approved then the Grantor will, subject to clause 5.5 and 5.8, issue a Draft Agreed Budget pursuant to clause 5.8 in which case, and for the avoidance of doubt, clauses 5.9, 5.10 and 5.11 will apply; or
 - (ii) is not approved or if the Grantor does not deem the National VET Data Standards report to be a Deemed Change Request then it must promptly notify the Recipient in which case, and for the avoidance of doubt, any additional learners shown in National VET Data Standards report may continue to receive training from the Recipient but only on the basis that that training will not be funded by the Grantor as Subsidised Training for the purposes of this Deed.

5.5 Grantor may approve or reject Change Request

The Grantor may evaluate, analyse, discuss and/or negotiate a Change Request with the Recipient in its discretion and:

- (a) unconditionally approve a Change Request;

- (b) conditionally approve a Change Request, in whole or in part, subject to any further modifications or conditions required by the Grantor (if any) (**Conditions of Approval**); or
- (c) reject the Change Request.

5.6 Recipient to provide additional information

The Recipient must provide any information (including any further information) requested by the Grantor in relation to any Change Request.

5.7 Notification of decision

The Grantor must notify the Recipient whether it has approved (whether unconditionally or conditionally) or rejected a Change Request and where the approval is subject to Conditions of Approval the Recipient must be notified of those Conditions of Approval.

5.8 Grantor to provide Draft Agreed Budget

If the Grantor approves a Change Request (whether conditionally or unconditionally) the Grantor will provide an updated Agreed Budget, to the Recipient, based on the existing Agreed Budget and reflecting those changes or modifications which have been approved by the Grantor (**Draft Agreed Budget**).

5.9 Change Request or Draft Agreed Budget may be withdrawn

The Recipient may withdraw a Change Request or the Grantor may withdraw a Draft Agreed Budget by written notice to the other party, to that effect, at any time before a Draft Agreed Budget takes effect in accordance with clause 5.10.

5.10 When Draft Agreed Budget takes effect

Subject to the satisfaction (or waiver by the Grantor) of all Conditions of Approval to the satisfaction of the Grantor a Draft Agreed Budget will, except in the case of an obvious or manifest error, take effect on:

- (a) such date as is agreed by the parties in writing; or
- (b) if no date is agreed, then on the date that the Recipient notifies the Grantor, in writing, that it has approved the Proposed Budget

(**Effective Date**) in which case the Proposed Budget will be deemed to be the Agreed Budget for the purposes of this Deed as of, and from, the Effective Date. The Grantor must, if required, promptly issue a Draft Agreed Budget to address any obvious or manifest error and that Draft Agreed Budget will, subject to this clause, take effect on the Effective Date.

5.11 Parties may negotiate

Nothing in this clause prevents the Recipient and the Grantor from entering into further negotiations in relation to any Change Request or any Draft Agreed Budget.

6 Publicity concerning Grant and Approved Purpose

6.1 Acknowledgement

- (a) The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved

Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

- (b) The form of acknowledgement (if any) in the Manual is approved.

6.2 Publicity

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

6.3 Official launch and major announcements

- (a) The Recipient will comply with requirements in the Manual (if any) around its conduct of any proposed Specified Event.
- (b) In this clause, **Specified Event** means:
 - (i) any media conference or public event arranged by the Recipient concerning the Approved Purpose or the delivery of the Subsidised Training ; and
 - (ii) any thing which the Manual provides is a 'Specified Event' for the purposes of this clause.

7 Repayment of Grant by Recipient

7.1 Repayment of any unexpended part of Grant

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

7.2 Repayment for incorrect use of Grant

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

7.3 Repayment of Grant - other circumstances

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not commence delivery of the Subsidised Training by the Date that training must have commenced from;
- (b) the Recipient does not complete the Approved Purpose by the Date for completion of the Approved Purpose;
- (c) this Deed is terminated by the Grantor in accordance with clause 12; or
- (d) a Default Event occurs.

7.4 Recipient must comply with notice

The Recipient must comply with any notice given by the Grantor in accordance with clauses 7.1, 7.2 or 7.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.

7.5 Interpretation

Nothing in this clause 7 limits the generality of any thing else in this clause.

8 Review, monitoring, audit, reports and related matters

8.1 Review, monitoring or audit of Relevant Matters

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
 - (i) assist and co-operate with the Grantor;
 - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
 - (iii) permit the Grantor, at reasonable times and on reasonable notice:
 - (A) to inspect and take copies of the Recipient's financial and other records;
 - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
 - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
 - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

8.2 Reporting

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 7.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 7, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 8.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 8.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the Copyright Act 1968 (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

8.3 Information collection and sharing

- (a) The Recipient must collect any information that the Manual requires the Recipient to collect and maintain that information, or any other information, in accordance with the requirements (if any) set out, or referred to, in the Manual.
- (b) The Recipient consents to, and will do all things reasonably practicable, to enable the Grantor (or its nominee) to contact any third parties for the purposes of verifying the Recipient's compliance with this Special Condition, including, for the avoidance of doubt:
 - (i) those third parties described, or referred to, in the Manual; and
 - (ii) sharing information, provided by the Recipient to the Grantor through the course of complying with obligations under this Grant Deed, with such aforementioned third parties.

8.4 Retention of records

The Recipient must collect and retain those records or other documents set out, or referred to, in the Manual for the period of time set out in the Manual and if not period is set out in the Manual, until such time as otherwise notified by the Grantor or required by Law.

9 Indemnities

9.1 Indemnities from Recipient

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
 - (i) personal injury to, or death of, any person;
 - (ii) loss or damage to the property of any person; and
 - (iii) financial loss of a third party,arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;
- (b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

9.2 Continuing obligation

The indemnities in clause 9.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

10 Insurance

10.1 Application

This clause 10 applies if Item 8 states that this clause applies.

10.2 Recipient to insure for injury, death or damage

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
 - (i) personal injury to, or death of, any person; and
 - (ii) loss or damage to the property of any person,for at least the amount shown in Item 8 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.
- (b) The liability to be insured against under clause 10.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.
- (c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

10.3 Grantor to be named as principal

The insurance contract required by clause 10.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

10.4 Additional Insurance Policies

- (a) In addition to any the Recipient's obligation pursuant to clause 10.2, the Recipient must, in connection with the carrying out of the Approved Purpose, effect and maintain those policies of insurance (if any) set out in the Manual (each an **Additional Insurance Policy**) for the period and on the terms as set out in in the Manual.
- (b) The Recipient must effect each Additional Insurance Policy with an insurer authorised by Law to carry on insurance business in Australia.

10.5 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 10.2(a) or any Additional Insurance Policy lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

10.6 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 10.2(a) and each Additional Insurance Policy;
- (b) not do anything which may result in the cancellation of the insurance contract or any Additional Insurance Policy, the refusal by the insurer to renew the insurance contract or Additional Insurance Policy, or the loss of any right to claim under the insurance contract or any Additional Insurance Policy;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract or any Additional Insurance Policy.

10.7 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 10.2(a) or in relation to any Additional Insurance Policy and evidence of the currency of that insurance contract and/or Additional Insurance Policy (as the case may be); and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract or Additional Insurance Policy (as the case may be).

11 Representations and warranties

11.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;
- (b) **(transaction permitted)**: the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
 - (i) any applicable Law or any order or ruling of a Government Body;
 - (ii) any agreement binding on the Recipient;
 - (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation)**: if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations)**: if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power)**: the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation)**: this Deed:
 - (i) constitutes a valid legal and binding obligation on the part of the Recipient;

- (ii) is enforceable in accordance with its terms;
 - (iii) is not void or voidable;
- (g) **(information)**: all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) **(Default Event)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;
- (i) **(trustee warranties)**: if the Recipient enters into this Deed in its capacity as a trustee of a trust:
 - (i) **(trustee and personal capacity)**: the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
 - (ii) **(sole trustee)**: the Recipient is the only trustee of the trust;
 - (iii) **(additional trustee)**: no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
 - (iv) **(power)**: the Recipient (as trustee of the trust) has power to enter into this Deed;
 - (v) **(full force and effect)**: the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
 - (vi) **(due administration)**: the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;
 - (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
 - (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:
 - (A) are current and have not been amended, altered or revoked in any way; and
 - (B) contain all of the terms of the trust; and
 - (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

11.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 11.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

11.3 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

12 Default Events, termination, scope reduction and suspension

12.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied):** If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Failure to remedy breach):** If:
 - (i) the Recipient breaches any of its obligations under this Deed;
 - (ii) the breach is capable of being remedied; and
 - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation):** If the Recipient repudiates this Deed.
- (d) **(Natural person):** If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
 - (i) dies;
 - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
 - (iii) ceases to be of full legal capacity.
- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
 - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
 - (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
 - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
 - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 12.1(e)(iii); or
 - (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on,

or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.

- (g) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.
- (i) **(National VET Data Standards Reporting Requirements):** if the Recipient fails to submit training activity data that meets National VET Data Standards, in accordance with the requirements in the Manual, by the date(s) specified in the Manual.
- (j) **(Registration with the ASQA):** if the Recipient at any relevant time ceases to be validly registered with ASQA or to comply with any conditions of its registration.
- (k) **(Change in Control):** if the Recipient is a corporation, and the Recipient does not obtain the Grantor's permission, not to be withheld unreasonably, to a change in the Recipient's Control (whether by a single transaction or event, or series of transactions or events). In this subclause Control means the direct or indirect holding or more than 50% of the issued shares of the Recipient, but does not include a change in Control which occurs by reason of dealings in securities listed or quoted on the stock exchange market operated by ASX limited.

12.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 16.3 (or any later date specified in the notice).

12.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 12.3(a):
 - (i) the Recipient must:
 - (A) take all reasonable steps to minimise any loss resulting from the termination; and
 - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
 - (ii) the Grantor must:
 - (A) subject to clauses 12.3(d) and 12.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and
 - (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable

to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.

- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 12.3(a) except as provided for in clause 12.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 12.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

12.4 Reduction in scope of Approved Purpose

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 12.4(a):
 - (i) the Recipient must:
 - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
 - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
 - (ii) subject to clauses 12.4(d) and 12.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
 - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 12.4(a) except as provided for in clause 12.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 12.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

12.5 Suspension of payment of Grant (or instalment of Grant)

- (a) The Grantor may, by notice in writing to the Recipient (**Suspension Notice**), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 12.5(a):
 - (i) operates on and from the date of the Suspension Notice; and

- (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:
 - (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
 - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

12.6 Additional requirements

Without limiting its other rights under this Deed, the Grantor reserves the right to impose additional requirements on the Recipient if at any relevant time the Recipient's registration with ASQA is suspended or the Recipient has sanctions applied to it.

13 Special terms and conditions

- (a) The special terms and conditions (if any) in Item 10 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 10 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 10 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 17.16, any Right contained in Item 10 is in addition to any other Rights provided for in this Deed or at Law.

14 GST

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 14(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.

- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 14 as if it were an actual payment made pursuant to this Deed.
- (g) Unless the context otherwise requires, expressions used in this clause 14 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

15 Dispute resolution

15.1 Application

This clause 15 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

15.2 Negotiation

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

15.3 Status of negotiations

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 15.2 will be without prejudice and treated as confidential including:
 - (i) any settlement proposal made to, or considered by, a party;
 - (ii) the willingness of a party to consider a settlement proposal;
 - (iii) any statement made by, or on behalf of, a party during the negotiations;
and
 - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 15.3(a):
 - (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
 - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
 - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

15.4 Further action

If, after 10 Business Days following receipt by a party of a notice under clause 15.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

15.5 Continuation of performance

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

15.6 Injunctive and other discretionary relief

Nothing in this clause 15 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

16 Notices

16.1 Notice requirements

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
 - (i) in legible writing in the English language;
 - (ii) subject to clauses 16.1(b) and 16.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
 - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
 - (iv) left or sent in accordance with clause 16.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

16.2 Method and address for delivery

- (a) Subject to clause 16.2(b), a Notice must be:
 - (i) left at the intended recipient's address set out in the Details;
 - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
 - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
 - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

16.3 Time of receipt

- (a) Subject to clause 16.3(b), a Notice is taken to have been received by the intended recipient:
 - (i) if left at the intended recipient's address, at the time of delivery;

- (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
 - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and
 - (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 16.3(a) and 16.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

16.4 Other modes or places of service

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

17 Miscellaneous

17.1 Governing law

This Deed is governed by the Laws applying in Tasmania.

17.2 Dispute jurisdiction

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

17.3 Entire agreements clause

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained, or referred to, in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference. For the avoidance of doubt, the documents referred to in this Deed are expressly incorporated by reference.
- (b) Nothing in clause 17.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, its employees or agents concerning any application for the Grant.

17.4 Liability

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

17.5 Benefit

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

17.6 Compliance with obligations

- (a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:
 - (i) comply with the provisions of this Deed related to that performance; and
 - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

17.7 Severance

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

17.8 Counterparts

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

17.9 Further assurance

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

17.10 Business Days

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

17.11 No partnership or agency

- (a) Nothing contained or implied in this Deed will:
 - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
 - (ii) create, or be taken to create, a partnership or joint venture; or
 - (iii) create, or be taken to create, an agency or trust.

- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

17.12 Legal costs

Each party must bear their own costs in preparing and negotiating this Deed.

17.13 Amendment

This Deed may only be amended or supplemented in writing signed by the parties.

17.14 Waiver

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

17.15 Successors and assigns

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

17.16 Rights cumulative

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

17.17 Set-off

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

17.18 No assignment

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

17.19 Disclosure

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

17.20 Determination

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised

Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

17.21 Consent and approvals

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.
- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

17.22 Doctrine of merger

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

17.23 Minister or State of Tasmania expressed to be party

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
 - (i) the Minister enters into this Deed on behalf of the Crown;
 - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
 - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

17.24 No interference with executive duties or powers

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

17.25 Surviving provisions and termination

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
 - (i) that are expressed to survive the termination of this Deed;
 - (ii) that, at Law, survive the termination of this Deed; or
 - (iii) that are necessary to survive the termination of this Deed:

- (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
 - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
 - (B) to give full force and effect to the operation of clause 17.25(b) or clause 17.25(c).
- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 17.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

Executed as a deed

Signing

Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:
→

Being a person who has authority to sign
this Deed on behalf of the Grantor

*Print
name and
position:

Witness'
signature:
→

*Witness
print
name and
position:

Public Servant

*Use BLOCK LETTERS

*Witness
print address:

4 Salamanca Place
Hobart Tas 7000

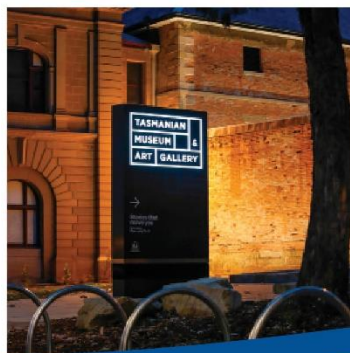
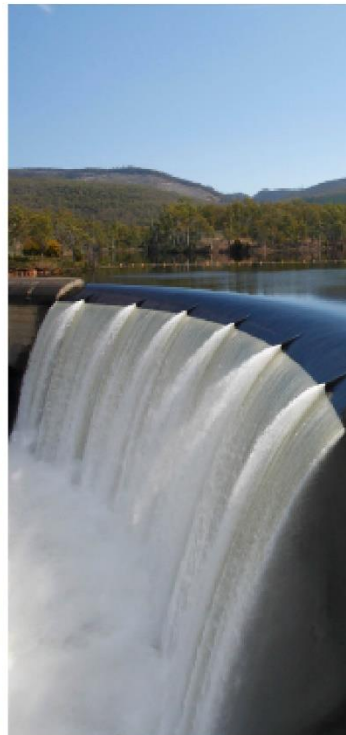
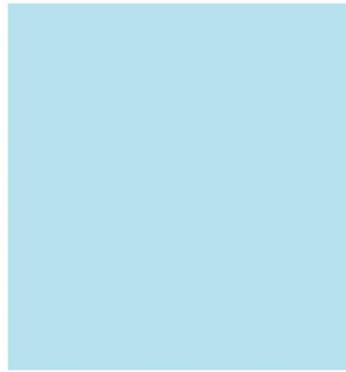
Date - to be inserted at the point of execution by the Grantor

Execution by the Recipient

(Insert appropriate signing clause)

Tasmanian Government: Registered Training Organisation (RTO) Grant Recipient Standard Conditions Manual

*This Manual should be read together with the Recipient's Grant Deed and contains obligations and provisions which are binding on the Recipients. *



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1 General

1.1 Purpose of Manual, interpretation and definitions

This *RTO Grant Recipient Standard Conditions Manual* (the **Manual**) sets out information and obligations related to the delivery of Subsidised Training (including assessment services and associated activities) by each Recipient.

This Manual is referred to in the Grant Deed between the Recipient and the Grantor and expressions defined in the Grant Deed have the same meanings when used in this Manual unless:

- (a) the context otherwise requires; or
- (b) the expression is given a different meaning in this Manual.

Key terms used in this Manual are also defined in section 12. A reference to a 'Section' is a reference to a specific section in this Manual.

To the extent a Recipient's Grant Deed differs from the requirements set out in this Manual the requirements in the Grant Deed will prevail to the extent of any inconsistency.

1.2 Grantor

Grants are provided by the Crown in the right of Tasmania, represented by the Department (**Grantor**), with grant management provided by Skills Tasmania. For the purposes of this Manual a reference to Skills Tasmania is a reference to the Grantor and a reference to the Grantor includes Skills Tasmania.

1.3 Changes to Manual

This Manual will be reviewed and updated by Skills Tasmania annually or as otherwise required. Recipients will be advised in writing of any changes.

Changes to this Manual may be made to accommodate matters outside of the Grantor's control. These changes may require Recipients to change their practices for Eligible Learners receiving Subsidised Training pursuant to the Grant Deed. Recipients will be advised in writing of these changes.

1.4 Further information

If there are any questions in relation to the requirements in this Manual, please contact the Manager, Grant Programs and Compliance on 03 6165 6037.

For questions in relation to grant payments, please contact the Manager Payments & Training Contract Administration on 03 6165 6022.

2 Exceptions

On occasion, the requirements for specific programs funded by the Grantor will differ from those set out in this Manual. Where this occurs, it will be clearly stated in the relevant Program Guidelines. Any inconsistency will be dealt with pursuant to clause 1.6 of the Grant Deed.

3 Eligibility requirements

3.1 General

The Grantor manages access to Tasmanian Government subsidies, in the form of grants, to ensure that funding benefits Tasmanian learners, communities and the economy. Eligibility to receive funding is guided by the Grantor's policy objectives and aligns with relevant legislative and regulatory responsibilities.

To be eligible to receive Subsidised Training which is funded by the Grantor pursuant to the Grant Deed an individual must satisfy the eligibility requirements set out in this Section 3.

Additional requirements relating to Recipient, and their employees, are set out in Section 3.3.

3.2 Requirements to be an Eligible Learner

3.2.1 Citizenship and visa status

An **Eligible Learner** is a person who is a Tasmania resident who:

- (a) is an Australian citizen or who holds a current Australian permanent resident visa; or
- (b) is lawfully permitted to work and study in Australia and who is also:
 - (i) a New Zealand citizen with a Special Category Visa; or
 - (ii) the holder of a valid temporary humanitarian visa; or
 - (iii) the holder of a Tasmanian State Sponsored skilled migrant visa; or
 - (iv) a dependent (aged over 18 years of age) or partner (spouse) visa holder of a person who satisfies the requirements for an eligible learner.

All other visa holders are ineligible to receive Subsidised Training. This includes all bridging visa holders and Tasmanian State Sponsored business visa holders.

3.2.2 Recipient must obtain proof of Eligible Learner status

Recipients are required to obtain and record the visa status of all Eligible Learners to whom they deliver Subsidised Training, as evidence of their eligibility.

The visa type for each Eligible Learner must be kept by the Recipient as part of their enrolment procedures and in accordance with any applicable record retention requirements outlined in this Manual (see Section 11 for further information).

3.2.3 School learner status

A School-Aged Learner is only eligible to be an Eligible Learner if they:

- (a) satisfy the requirements in Section 3.2.1; and
- (b) are undertaking an apprenticeship or traineeship.

3.2.4 Prior qualifications and funding source

In addition to the requirements set out in this Section 3, for a person to be an Eligible Learner they must:

- (a) have not received Subsidised Training for the same Training Product (unless required by licensing) in the previous five (5) years;
- (b) not be currently receiving funding for the same Training Product from any other government source (local, State or Australian), and
- (c) have an approved training contract if they will train as an apprentice or trainee.

3.2.5 Employees of government agencies and departments

A person who otherwise satisfies the requirements for being an Eligible Learner is **ineligible** to receive Subsidised Training if the training in question is connected to their employment with:

- (a) a Australian Government agency or department; or
- (b) a Tasmanian Government agency or department,

unless otherwise approved by the Grantor in writing.

3.3 Employees of the Recipient receiving Subsidised Training

- (a) Employees of the Recipient may receive Subsidised Training if the training, in question, is provided by an RTO that is not the Recipient.
- (b) If the Recipient delivers Subsidised Training to their employees the Recipient will not be entitled to receive payment of the Grant (including the payment of any Subsidy Amount) except to the extent that:
 - (i) the training is directly related to the employee obtaining a Certificate IV in Training and Assessment;
 - (ii) the Grantor is satisfied that the training does not relate to the operation or administration of the Recipient as an RTO; or
 - (iii) the training is otherwise approved by the Grantor in writing.

3.4 Additional Insurance Requirements (clause 10.4 of the Grant Deed)

No other insurances are specified for the purposes of clause 10.4 of the Grant Deed.

4 Marketing and acknowledgement of funding

4.1 Recipient obligations

Recipients are responsible for promoting, advertising or attracting learners to fill Training Places subsidised by the Grantor.

4.2 Form of acknowledgment (clause 6.1 of the Grant Deed)

For the purposes of clause 6.1 in the Grant Deed, the following form of wording is approved for the purpose of acknowledging the assistance provided by the Grantor:

'This training is subsidised by the Department of State Growth, Tasmania'.

4.3 Specified Event (clause 6.3 of Grant Deed)

There are no 'Specified Events' for the purposes of clause 6.3 of the Grant Deed.

5 Subsidised Training delivered by third parties other than the Recipient (Clause 4.9 of Grant Deed)

Without limiting the operation of clause 4.9 of the Grant Deed the Recipient is fully responsible for any Subsidised Training delivered by any third-party organisation or individual engaged by the Recipient and the Recipient is not relieved from any of its obligations pursuant to the Grant Deed because it has entered into an arrangement or agreement with a third party to deliver all or any part of the Subsidised Training.

6 Training apprentices and trainees

If the Recipient delivers Subsidised Training to Eligible Learners who are apprentices or trainees, the Recipient must develop and maintain, for each apprentice or trainee, an active Training Plan. The Recipient must ensure that all Training Plans are regularly reviewed and updated to reflect:

- (a) the minimum requirements for training plans required by the Tasmanian Traineeships and Apprenticeships Committee pursuant to section 20 of the Act;
- (b) expectations around communication between the Recipient, each Eligible Learner who is an apprentice/trainee and their employer; and
- (c) the impact on training delivery in the event of a cancellation, suspension or transfer of training contracts.

7 Contributions (Clause 2.6 of the Grant Deed)

7.1 Employer Contributions

In recognition of the private benefit of training, some employers may be required to contribute to training costs under some of the Grantor's programs.

These are referred to in the Grant Deed as **Employer Contributions**.

Where an Employer Contribution is required:

- (a) the amount of the Employer Contribution per Eligible Learner will be set out in the Agreed Budget; and
- (b) the Recipient will be required to collect all Employer Contributions from employers in accordance with the Grant Deed and this Manual except to the extent otherwise approved by the Grantor.

An Employer Contribution must be a financial contribution. "In-kind" contributions or activities cannot be accepted as Employer Contributions.

The Recipient and each employer who is required to make Employer Contributions may enter into an agreed payment plan for the payment of the Employer Contributions (**Employer Contribution Payment Plan**).

A Employer Contribution Payment Plan may provide for Employer Contributions to be payable in instalments. The Recipient must collect the required Employer Contributions in accordance with any Employer Contribution Payment Plan.

Recipients must retain evidence of all Employer Contributions that they have collected.

If the employer refuses to pay any required Employer Contributions as and when required their employees will be **ineligible** to receive Subsidised Training.

7.2 Eligible Learner contributions

7.2.1 When required

In recognition of the private benefits of training, Eligible Learner contributions may be prescribed under some programs. If this is the case, it will be clearly stated in the relevant Program Guidelines and the amount of these contributions will be set out in the Agreed Budget.

Recipients must collect these contributions from all relevant Eligible Learners in accordance with the requirements in the Agreed Budget (if any).

If Eligible Learner contributions are not identified in the Agreed Budget, Recipients may apply, and collect, fees to cohorts other than those to which Section 7.2.2 applies.

7.2.2 Eligible Learner may be exempted from providing a contribution

Under some programs, Eligible Learners may be exempt from paying an Eligible Learner contribution. If this is the case, it will be clearly stated in the relevant Program Guidelines and the Agreed Budget in which case the Recipients must not charge or require those Eligible Learners to provide a contribution to receive Subsidised Training from the Recipient. A Eligible Learner contribution includes the payment of a fee.

8 Grant payments and related matters

8.1 Loadings

The Grant is inclusive of any relevant loadings.

8.2 Additional conditions where Approved Purpose is for training, assessment and learner support activities

If the Approved Purpose for which the Grant is provided is for training, assessment and learner support activities, the following conditions will apply:

- (a) the amount of each Grant Instalment Payment is subject to, and will be based on, the submission of validated, AVETMISS compliant learner activity data for each unit of competency reported by the Recipient.
- (b) the Recipient must ensure, and it is a condition precedent to the payment of any instalment of the Grant, that AVETMISS compliant data is submitted by the 15th day of each month, for training activity occurring in the previous month, in accordance with Section 9 of this Manual.
- (c) if the Grant Deed or this Manual requires the Recipient to provide any report, documents or evidence or if the Recipient has been advised in

writing by the Grantor, that additional reports, documents or evidence must be submitted (or submitted at a different frequency to that required by the Grant Deed or this Manual), then the payment of any instalment of the Grant that has not been paid is subject to those reports, documents or evidence, as the case may be, being provided and assessed by the Grantor.

8.3 Grant Instalment Payments (Clause 3.1 of Grant Deed)

8.3.1 Grant Instalment Payments to be made monthly in arrears

Subject any conditions set out in the Grant Deed or this Manual, each Grant Instalment Payment will made monthly in arrears.

8.3.2 Calculation of Grant Instalment Payment

- (a) In this Section 8.3.2 a **Training Payment** refers to a Training Payment described in the Payment Schedule Table.
- (b) Subject to paragraph (c) of this Section 8.3.2 each Grant Instalment Payment will be the sum of all Training Payments that the Recipient is entitled to receive for each Eligible Learner receiving Subsidised Training from the Recipient.
- (c) The Recipient is not entitled to receive a Training Payment in relation to any Training Product to the extent that the number of Eligible Learners receiving training exceeds the number of Funded Places specified in the Agreed Budget for that Training Product.
- (d) The amount of each Training Payment, and when they are payable, are set out in the following Table:

Payment Schedule Table

Category	Training Payment Details and conditions
Qualifications	<ul style="list-style-type: none"> • First Training Payment: An amount equal to 50% of the relevant Subsidy Amount at unit commencement. • Second Training Payment: An amount equal to 50% of the relevant Subsidy Amount at unit completion, up to a maximum amount equal to 80% of the total Subsidy Amount payable for that Eligible Learner. • Third Training Payment: The remaining 20% of the Subsidy Amount for each Eligible Learner will be paid as a final instalment upon satisfactory and final completion of the full qualification and submission of any other reporting by the Recipient as requested by the Grantor or as otherwise required pursuant to the Grant Deed. <p>An Eligible Learner will have successfully completed their qualification when the Recipient has reported</p>

	that Eligible Learner's completion of the minimum number of units.
Single Unit Skill sets	<ul style="list-style-type: none"> • First Training Payment: An amount equal to 50% of the relevant Subsidy Amount at unit commencement. • Second Training Payment: An amount equal to 50% of the relevant Subsidy Amount at unit completion.
Skill Sets – both Training Package Skill Sets and Custom Skill Sets	<ul style="list-style-type: none"> • First Training Payment: An amount equal to 50% of the relevant Subsidy Amount at unit commencement. • Second Training Payment: An amount equal to 50% of the relevant Subsidy Amount at unit completion, up to a maximum amount equal to 80% of the total Skill Set amount payable for that Eligible Learner. • Third Training Payment: The remaining 20% of the Subsidy Amount for each Eligible Learner will be paid as a final instalment upon satisfactory and final completion of the full Skill Set and submission of any other reporting as requested by the Grantor or as otherwise required pursuant to the Grant Deed.

8.4 Recognition of Prior Learning (RPL)

Recipients are eligible for the full payment amount for each unit of competency if the Eligible Learner is awarded a unit of competency through RPL.

RPL does not include credit transfer.

8.5 Withdrawal of Eligible Learner

When an Eligible Learner withdraws from a unit of competency, Recipients will not receive the Training Payment for unit completion for that Eligible Learner.

Recipients may be required to provide evidence that training delivery has occurred. If no evidence is supplied, Recipients will, if required by the Grantor, be required to pay back the relevant First Training Payment for that Eligible Learner.

8.6 Replacement Eligible Learner

If an Eligible Learner withdraws from a Training Product within the Replacement Period the Recipient may, provided that the number of Funded Places for that Training Product is not exceeded, replace that Eligible Learner with another Eligible Learner and, for the purposes of the Grant Deed and this Manual the withdrawn Eligible Learner and the replacement Eligible Learner will be seen as occupying a single Funded Place for the Training Product in question.

Replacement Eligible Learners are not permitted after the expiry of the Replacement Period.

For the purposes of this Manual the **Replacement Period** is the period of three months commencing on the date that the first Eligible Learner that the Recipient is providing training to in relation to that Training Product commences their training with the Recipient.

8.7 Payment restrictions

If the Agreed Budget provides that all or any part of the Grant is to be applied to a Qualification it cannot be used for a Skill Set (or vice versa).

8.8 Other activity

Under some grant programs the Grantor may fund activities other than training (**Other Funded Training**). In these cases, the Grant Deed will state any additional requirements that apply to the Other Funded Training (including payment milestone and associated milestone and acquittal reporting requirements).

Any payments relating to any Other Funded Training is subject to any conditions in the Grant Deed (including any reports or documentation that the Recipient is required to provide) and the Grantor receiving a valid tax invoice relating to the Other Funded Training.

If the Grantor requests any further information to support the payment of the Other Funded Training then the payment of any Grant Instalment Payment that has not been paid is subject to the Grantor receiving any further information to the satisfaction of the Grantor.

Unless otherwise provided in the Grant Deed it is anticipated that any such payments will generally be made no later than 30 business days following receipt by the Grantor of all information and documentation required to be provided to the Grantor in a form and content to the Grantor's satisfaction.

9 Reporting (Item 7 of the Grant Deed)

9.1 Additional reporting

In addition to the reports and other documents specified in Item 7 of the Grant Deed the Recipient must comply with the reporting requirements in this Section 9.

9.2 AVETMISS reporting requirements

The Recipient:

- (a) **(Subsidised Training activity):** must report all government Subsidised Training activity carried out to Skills Tasmania in accordance with Section 9.2(c). The Recipient agrees that any reported information or data will be submitted, by Skills Tasmania, to the National Centre for Vocational Education Research (**NCVER**) VET Provider Collection in accordance with the National VET Data Policy and the Australian Vocational Education and Training Management Information Statistical Standard (**AVETMISS**) or any other equivalent national standard. The

Recipient must comply with any directions and provide any information or any assistance reasonably required by the Grantor to enable Skills Tasmania to comply with these requirements.

The Recipient must comply with these requirements even if no Subsidised Training activity has been carried out.

- (b) **(State specific fields):** must report training activity data for State specific fields as specified under the Tasmanian specific requirements for AVETMISS data reporting for the NCVER VET Provider Collection in accordance with Section 9.2(c). Further details on Tasmanian specific reporting requirements for State specific fields, including technical specifications and definitions can be found here, [Tasmania Specific Reporting Requirements](#).
- (c) **(reporting dates):** must submit all AVETMISS compliant training activity data either monthly, in accordance with Table 1, or otherwise in accordance with Table 2:

Table 1 – Monthly Reporting

Training activity Period	Due Date for Reporting
1 January to 31 January	15 February
1 February to 28 February	15 March
1 March to 31 March	15 April
1 April to 30 April	15 May
1 May to 31 May	15 June
1 June to 30 June	15 July
1 July to 31 July	15 August
1 August to 31 August	15 September
1 September to 30 September	15 October
1 October to 31 October	15 November
1 November to 30 November	15 December
1 December to 31 December	15 January

Table 2 – Non-Monthly Reporting

Training activity Period	Due Date for Reporting
1 January to 31 March	15 April
1 April to 30 June	15 July
1 July to 30 September	15 October
1 October to 31 December	15 January

- (d) provide a Declaration of Annual Submission of Data to Skills Tasmania by 15 February of the following calendar year at the latest, by email at: avetmiss@skills.tas.gov.au.

Recipients must provide a Declaration of Annual Submission of Data even if they have no reportable activity for the current calendar year.

9.3 AVETMISS reporting requirements

To meet RTO AVETMISS reporting obligations, all training activity data files submitted to the Grantor must be validated using the NCVET AVETMISS validation software (**AVS**) or equivalent prior to submission.

The Recipient must ensure that their enrolment software meets the current AVETMISS reporting requirements including requirements for reporting Tasmanian State Specific fields.

The Grantor is under no obligation to provide assistance in meeting these reporting requirements but may do so to the extent that resources will allow.

It is the Recipient's responsibility to ensure that all program and subject codes reported are correct and consistent with those listed in the national training package to which they relate.

9.4 Annual Outcomes Summary

Recipients are required to submit an Annual Outcomes Summary pursuant to the Grant Deed. This will be a short report that provides additional evidence of how Recipients undertook the Subsidised Training, its contribution to the Outcomes, and may refer to activity against the Approved Purpose, the Agreed Plan and the Agreed Budget. The form of the Annual Outcomes Summary must be in a form approved by the Grantor. The Annual Outcomes Summary template may refer to your specific outcomes. You will be provided the template in December each year.

There may be specific reporting requirements, or different reporting frequency, associated with an individual Skills Tasmania funding program or on request by the Grantor (see Program specific Guidelines).

10 Changes to Agreed Budget (Clause 5.3 of the Grant Deed)

10.1 Recipient Change Request

The Recipient may, pursuant to clause 5.3 of the Grant Deed request a change to the Agreed Budget by submitting a request, in writing to the Grantor. The request must:

- (a) comply with the requirements in that clause; and
- (b) include the following information:
 - (i) identify or state the proposed change or modification to the Agreed Budget requested by the Recipient;
 - (ii) state any proposed change to the Grant Amount as a result of the proposed change or modification; and
 - (iii) include any other information that may be relevant to the Grantor's consideration of the proposed Change Request including any likely or anticipated changes that the Change Request may have on the Recipient's obligations under the Deed.

11 Information collection and sharing

11.1 Research activities

The Recipient is required to co-operate in research and evaluation activities conducted by the Grantor, the Australian Government department responsible for VET, NCVER and any third parties duly authorised to undertake research and evaluation activities on behalf of any of these organisations.

Research and evaluation activities may include the collection of quantitative and qualitative information in a range of forms, including surveys, client and activity databases, personal interviews or focus groups, and will be consistent with the requirements of any privacy legislation that may apply during the term of this agreement.

11.2 Collection of Eligible Learner data at enrolment

To receive funding for Subsidised Training under the Grant the Recipient is required, at the time of enrolling Eligible Learners, to obtain the Eligible Learner's acknowledgment and written consent to the release of the information contained in the learner's enrolment form to:

- (a) the Grantor;
- (b) the Commonwealth Government department responsible for VET, NCVER; and
- (c) any third parties duly authorised to undertake research and evaluation activities on behalf of any of these organisations.

Information regarding learners other than Eligible Learners must be collected by the Recipient in accordance with any applicable requirements of the National VET Data policy, Data Provisions Requirements and AVETMISS.

11.3 Administration and regulatory purposes

As part of VET administration activities, the Grantor may contact other parties to verify information provided by the Recipient. By entering into the Grant Deed the Recipient consents to the Grantor contacting other parties for this purpose and any other purpose set out in the Grant Deed or this Manual.

The Recipient acknowledges and agrees that this may require the Grantor to share or provide information or data provided by Recipients to third parties for verification purposes. The Recipient further agrees that this may include the Grantor contacting industry representatives, employers and learners and seeking information on the Recipient, and its performance, from:

- (a) ASQA, including information on the results of audits undertaken against the *Standards for Registered Training Organisations (RTOs) 2015*, and
- (b) any other State and Territory Government Training Departments or Agencies regarding any subsidised training delivery by your RTO in that state or territory and the Recipient's performance under any such funding arrangement.

11.4 Retention of records

For the purposes of clause 8.4 of the Grant Deed The Recipient must retain:

- (a) all relevant eligibility and training activity records evidencing the delivery of the Subsidised Training, stipulated delivery instructions and evidence of the outcomes achieved under the Approved Purpose and their Agreed Budget for a period of seven years. Training records must identify the unit of competency they relate to and the enrolled Eligible Learner.
- (b) all documents and information described or referred to in this Manual that the Recipient is required to obtain or provide. All documents and information must be provided in a format readily accessible by the Grantor until funding for each is fully acquitted to the satisfaction of the Grantor.

12 Definitions

Unless the context otherwise requires:

Act	means the <i>Training and Workforce Development Act 2013</i> (Tas).
Agreed Budget	has the meaning given to that term in the Grant Deed.
Australian Skills Quality Authority (ASQA)	means the National Vocational Education and Training Regulator (National VET Regulator) established pursuant to section 155 (1) of the <i>National Vocational Education and Training Regulator Act 2011</i> (Cwlth) and its name determined by regulation made under Section 155 (2) of that Act.
AVETMISS	means the Australian Vocational Education and Training Management Information Statistical Standard being a national data standard for VET providers that ensures the consistent and accurate capture of VET information about learners, their courses, units of activity, and qualifications completed. It provides the mechanism for national reporting of the VET system.
Department	has the meaning given to that term in the Grant Deed.
Employer Contribution Payment Plan	has the meaning given to that term in Section 7.1.
Funded Place	means, for each Training Product referred to in the Agreed Budget, the total number of Eligible Learners that the Recipient is, subject to the Grant Deed and this Manual, entitled to receive payment of a Subsidy Amount.
Grant	has the meaning given to that term in the Grant Deed and refers to the amount of the grant paid, or to be paid, by the Grantor to the Recipient pursuant to a Grant Deed.
Grant Deed	means the Grant Deed between the Grantor and the Recipient whereby the Grantor has, subject to that deed, agreed to provide financial assistance to the Recipient to assist the Recipient to deliver Subsidised Training to Eligible Learners.
Grant Instalment Payment	has the meaning given to that term in Section 8.2.
Custom Skill Set	means a combination of units of competency derived from a training package (s) which link to a licensing or regulatory requirement, or a defined industry need, developed by an RTO. Custom Skill Sets do not have a code and title allocated in a training package.
Recognition of Prior Learning or RPL	an assessment process that assesses an individual's formal, non-formal and informal learning to determine the extent to which that individual meets the requirements

	specified in the training product or VET accredited courses.
Replacement Period	means the period referred to in Section 8.6.
School-Aged Learner	means a person who: <ol style="list-style-type: none"> 1. has not yet met the compulsory education and training requirements referred to in section 10 of the <i>Education Act 2016</i> (Tas) (Education and Training Requirements) and which, in summary, includes: (a) attaining the age of 18 years (b) completion of Year 12, or (c) satisfactory completion of a Certificate III qualification; or 2. has met the Education and Training Requirements and has chosen to continue their participation in secondary education through a high school, college or via home education in accordance with the <i>Education Act 2016</i> (Tas).
Skill Set	means a Training Package Skill Set, Custom Skill Set or Single Unit Skill Set.
Subsidy Amount	has the meaning given to that term in the Grant Deed.
Subsidised Training	means the Subsidised Training which is to be delivered by the Recipient to Eligible Learners and in relation to which the Grantor will provide grant funding for. The Subsidised Training will be set out in the relevant Grant Deed and Agreed Budget.
Tasmanian Resident	means a person who is currently living in a Tasmanian residential address.
Training Package Skill Set	means a combination of units of competency identified in a training package (s) which link to a licensing or regulatory requirement. These skills sets have been allocated a code and title in the relevant Training Package.
Training Payment	has the meaning given to that term in Section 8.3.2.
Training Plan	means a documented program of training and assessment required for an apprenticeship/traineeship training contract. It is developed by a registered training organisation in consultation with the parties to the contract as the basis for training and assessing a person undertaking an apprenticeship or traineeship.
Training Product	means an AQF qualification, Skill Set, unit of competency, or accredited short course.
VET	means the Vocational Education and Training system regulated by a variety of Commonwealth and State laws

and policies. VET covers the provision of education, training and assessment activities leading to accredited outcomes offered by registered training organisations.