



**2019 – 2020 Department of State Growth  
(Skills Tasmania) Agreement for all Programs**

**Between**

**THE CROWN IN RIGHT OF TASMANIA AS REPRESENTED BY  
THE DEPARTMENT OF STATE GROWTH**

**(“Skills Tasmania“)**

**ABN 36 388 980 563**

**and**

**RTO Name**

**“Registered Training Organisation Name”)**

**RTO ID #**

**ABN:**

**Version 1.1**

**26 June 2019**

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# SKILLS TASMANIA AGREEMENT

**BETWEEN** The Crown in right of Tasmania as represented by the Department of State Growth (**ABN 36 388 980 563**) (hereinafter referred to as **“Skills Tasmania, the Department or the Crown”**)

**AND**

(hereinafter referred to as **“The Registered Training Organisation”** or **“RTO”**)

## RECITALS

- A. Section 3 (a) and (b) of the *Training and Workforce Development Act 2013* (the Act) enables Skills Tasmania to provide funding for training that is responsive to the needs of employers, industry and the community and to provide opportunities for individuals to acquire skills and qualifications.
- B. Section 5 of the Act provides for the Minister administering the Act, the Minister of State Growth, to establish priorities in relation to training and workforce development that promote and further the objects of the Act. It is therefore acknowledged that the intent of programs funded or subsidised under this agreement will focus on the following three priority goals which have been established in the Minister’s Statement of Policy Intention *Investing in Skills for Growth* (<http://www.skills.tas.gov.au/skillstas/policiesstrategies/investing-in-skills-for-growth>):
1. A more efficient and competitive training system
  2. A system that will deliver real skills for real jobs
  3. Government investment in skills that will support State growth.
- C. The RTO is endorsed as a Skills Tasmania Endorsed RTO and acknowledges that obtaining and maintaining its status as an Endorsed RTO is a prerequisite for it to enter into this agreement, and a continuing obligation for the full term of the agreement.
- D. Skills Tasmania has agreed to provide funds to the RTO for the purpose of providing training outcomes on the terms and conditions specified in this agreement.
- E. The primary purpose of this agreement is to subsidise or otherwise fund the delivery of vocational education and training services as specified in the Schedule of Purchased Programs.
- F. The funds are to be used by the RTO solely for the purposes specified in this agreement.
- G. Skills Tasmania and the RTO have agreed to enter into this agreement and be bound by the Schedules contained in this agreement.

- H. Skills Tasmania will make available to the RTO all information relating to the specified training outcomes.

**NOW IT IS AGREED** as follows:

**1. PROVISION OF TRAINING**

The RTO shall provide training as specified in the Schedules to this agreement.

**2. AGREEMENT AMOUNT**

In consideration of the provision of training outcomes Skills Tasmania shall pay to the RTO the amount specified in the Schedule of Purchased Programs.

**3. STRUCTURE OF AGREEMENT**

The terms and conditions of this agreement are as follows:

**Part 1 – General Terms and Conditions**

This part applies to all Purchasing Arrangements as listed in Parts 2 and 3

- Schedule 1.1 – Standard Terms and Conditions for the Purchase of Vocational Education and Training
- Schedule 1.2 - AVETMISS Payments, Reporting and VET Research & Evaluation

**Part 2 – Program Specific Terms and Conditions**

Schedule 2- Purchasing Arrangements and Service Obligations for Training Delivery funded or subsidised through Contestable Programs.

- Schedule 2.1 Purchasing Arrangements
- Schedule 2.2. Service Obligations

**Part 3 – Schedule of Purchased Programs**

Schedules under this part will reference any specific obligations relating to the Skills Tasmania program to which each Schedule of Purchased Programs relates and be sequentially numbered as they are approved for delivery by the RTO.

**4. TERM OF AGREEMENT**

- 4.1 This agreement commences on the Date of this agreement and expires as provided hereunder.
- 4.2 The RTO will ensure that all enrolments and services subsidised under this agreement commence on or before the date specified in the Schedules of Purchased Programs and no further enrolments are to be accepted by the RTO after that date;
- 4.3 The date referred to in clause 4.2 will be dependent on the Australian Qualifications Framework level of the subsidised qualifications and will expire upon the completion of the last enrolment commenced under this agreement or 48 months from the commencement date or the cessation of the RTO's status as a Skills Tasmania Endorsed RTO whichever occurs first.
- 4.4 Skills Tasmania reserves the right to offer to extend this agreement for a further period to be agreed between the parties and subject to any additional terms and conditions negotiated with the RTO. The provisions of this Clause 4 will apply to any extension.
- 4.5 In the event the RTO either loses or relinquishes its status as an Endorsed RTO this agreement will automatically terminate and Clause 15.3, Termination by Skills Tasmania, of Schedule 1.1 will apply.

## 5.0 ADDRESS FOR SERVICE OF NOTICES

### **Skills Tasmania**

GPO Box 536

HOBART TAS 7001

### **Registered Training Organisation**

Contact person

Position title

Postal Address

Telephone

Email



**Executed as an Agreement between the Parties on:**

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**DEPARTMENT OF STATE GROWTH'S EXECUTION**

SIGNED for and on behalf of Crown in Right of )  
Tasmania represented by the **Department of State** )  
**Growth (Skills Tasmania)** in the presence of: )

(Witness Signature) )  
)

(Print Name) ) (Department of State Growth  
Delegate's Signature)

**REGISTERED TRAINING ORGANISATION'S EXECUTION**  
(Delete those not applicable)

The Common Seal of )  
)  
)  
)

(ACN ) )  
fixed in the presence of: )  
)  
..... )  
Director )  
)  
..... )  
Director/Secretary )

Affix Seal  
Here

**Execution under Company Seal by Sole Director**

The Common Seal of )

)

)

)

Affix Seal Here

(ACN ) )

fixed in the presence of: )

)

..... )

Sole Director/Sole Secretary )

)

)

(Insert full name) )

**Execution by multiple directors or director and company secretary without affixing the company seal under the provisions of Section 127 of the Corporations Act 2001 (Cwlth)**

**Executed** for and on behalf of )

)

.....

)

Director

)

)

(ACN ) )

under section 127(1) of the *Corporations Act 2001* )

)

.....

Director/Secretary

(Cwlth): )

**Execution by sole director without affixing the company seal under the provisions of Section 127 of the Corporations Act 2001 (Cwlth)**

**Executed** for and on behalf of )

)

)

.....

)

Sole Director/Sole Secretary

)

)

(ACN ) )

under section 127(1) of the *Corporations Act 2001* )

)

(Insert full name)

(Cwlth): )

<b>Signed for and on behalf of</b>	)
	)
	)
	)
By	)
(a duly authorised person) in the presence of:	) .....
	) Signature
	)
.....	)
Signature of witness	)
	)
	)
Name of witness (block letters)	)
	)
	)
Occupation	)
	)
<b>Signed by</b>	)
	)
in the presence of:	) .....
	) Signature
	)
.....	)
Signature of witness	)
	)
	)
Name of witness (block letters)	)
	)
	)
Address of witness	)
	)
	)
Occupation	)

**Execution by Sole Trader**

Signed by )  
 )  
 trading as ) .....  
 ) Signature  
 in the presence of: )  
 )  
 ..... )  
 Signature of witness )  
 )  
 )  
 Name of witness (block letters) )  
 )  
 )  
 Address of witness )  
 )

Occupation

**Execution by a Partnership**

**Signed** for and on behalf of

)

)

)

(a partnership) by

)

.....

)

Signature

(Partner)

)

who, by executing this Agreement, warrants

)

authority to do so on behalf of all the partners, in

)

the presence of:

)

)

)

.....

Signature of witness

)

)

)

)

Name of witness (block letters)

)

)

)

)

Address of witness

)

)

)

)

Occupation

**Execution by an Incorporated Association**

The Common Seal of )  
 )  
 )  
 Inc. )  
 )  
 (ABN )  
 fixed in the presence of: )  
 )  
 )  
 ..... )  
 Committee Member )  
 )  
 )  
 ..... )  
 Committee Member/Public Officer )

**Schedule 1.1 - Standard Terms and Conditions for the Purchase of  
Vocational Education and Training**

## 1. Definitions and Interpretation

### 1.1 Definitions

**“Approved Training Contract”** means a training contract approved by the Tasmanian Traineeships and Apprenticeships Committee under Section 32 of the *Training and Workforce Development Act 2013*.

**“Australian Qualifications Framework”** means the national policy of that name for accredited qualifications in Australian education and training (including addenda under that policy from time to time) that:

- (a) defines qualifications recognised nationally in education and training undertaken within Australia; and
- (b) is endorsed and published by the Australian Qualifications Framework Council; and
- (c) took effect on 1 July 2011

as amended or substituted from time to time;

**“Australian Skills Quality Authority (ASQA)”** means the National VET Regulator which is established under Part 7, Division 1, Section 155 (1) of the *National Vocational Education and Training Regulator Act 2011* (Cwlth) and its name determined by regulation made under Section 155 (2) of that Act.

**“Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS)”** is a nationally consistent data standard that ensures the accurate capture and reporting and analysis of vocational education and training (VET) activity throughout Australia. All RTOs must submit activity data in accordance with this Standard.

**“Business Day”** means any day on which Banks as defined in the *Banking Act 1959* (Commonwealth) are open for business in Hobart.

**“Contracted Services”** means the training services provided by the RTO, as specified in all schedules of this Agreement.

**“DELTA”** means Skills Tasmania’s Direct Entry Level Training Administration database system and includes any future system that replaces the functions of DELTA or any associated systems that currently support the functions of DELTA including the Australian Government’s system TrainingNet.

**“Department”** means the Tasmanian Department of State Growth.

**“Employability”** means demonstration of skills and capacities that enable individuals to employment, get a better employment, get on a pathway to employment, or transition to a different job, and contribute significantly to their workplace/workforce and its productivity and growth. The Core Skills for Work Developmental Framework (CSfW) has been developed by the Australian Government to describe a set of non-technical skills, knowledge and understandings that underpin successful participation in work.

Participation in work could be as an employee, as someone who is self-employed, or as a



volunteer. (The CSfW can be accessed online at <http://www.industry.gov.au/skills/ForTrainingProviders/CoreSkillsForWorkFramework/Pages/default.aspx>)

**“Endorsed RTO”** means a registered training organisation (RTO) that has been endorsed by Skills Tasmania as a *Skills Tasmania Endorsed RTO* under the protocols for becoming an Endorsed RTO which are published on the Skills Tasmania Web Page, at: <http://www.skills.tas.gov.au/providers/rto/endorsedrto/system>

**“Funds” or “Subsidy”** means the contract fee or any other sum of money specified in the Schedule of Purchased Programs or in any Supplemental agreement as funds payable to the RTO for training under this agreement and is subject to any limitations which may be specified in the Schedule.

**“Information”** means information that:

- (a) is by nature confidential;
- (b) the Recipient knows or ought to know is confidential; or
- (c) is designated by Skills Tasmania as confidential in this agreement

**“Laurel”** means the reporting and payments database operated by Skills Tasmania.

**“NVR”** means the **National VET Regulator** a body established by section 155 of the *National Vocational Education and Training Regulator Act 2011* (Cwlth.)

**“Recipient”** includes a Registered Training Organisation (RTO) nominated as the primary RTO on approved training contracts lodged with Skills Tasmania.

**“Recipient Created Tax Invoice” or “RCTI”** has the same meaning given to the term in the *A New Tax System (Goods and Services Tax Act 1999)* including all amendments made to the Act and any other regulations and other instruments made under the Act, and means an invoice that belongs to a class of tax invoices that the Commissioner for Taxation has determined may be issued by the recipient of a taxable supply.

**“Record”** means information that:

- (a) may be referred to as a ‘document’ in this agreement;
- (b) may be in electronic form either in the original format supplied, or extracted and placed in other databases or information sources;
- (c) is stored in any form, whether visible to the eye or not.

**“RTO”** means a registered training organisation within the meaning of the *National Vocational Education and Training Regulator Act 2011* of the Commonwealth and includes the RTO’s employees.

**“RTO’s Premises”** means any place whether owned, leased or otherwise utilised by the RTO for the conduct of the Training Program or the support or administration of the Training Program.

**“Schedule”** means all schedules to this agreement.

**“Scope of Registration”** means the qualifications which the RTO has been registered by the Australian Skills Quality Authority.

**“Secretary”** means the Secretary of the Department of State Growth.

**“Skills Tasmania”** means The Crown in Right of Tasmania through the Department of State Growth.

**“Skills Tasmania Authorised Officer”** means a person authorised in writing by the Secretary of the Department of State Growth.

**“Skills Tasmania Endorsed RTO”** means a RTO that has met the criteria to be recognised as a *Skills Tasmania Endorsed RTO*.

**“Standards for NVR Registered Training Organisations”** mean the Standards for National VET Registered Training Organisations.

**“Service Obligations”** – means the standards of service that set out the service delivery requirements that are expected from RTOs that enter into contractual arrangements with Skills Tasmania under the Skills Tasmania Agreement.

**“Training”, “Training Program” or “Vocational Education and Training”** means the vocational education and training, and attainment of associated qualifications or statement of attainment, under levels 1, 2, 3, 4, 5 and 6 of the Australian Qualifications Framework;

**“TTAC”** means the Tasmanian Traineeships and Apprenticeships Committee established under Section 17 of the *Training and Workforce Development Act 2013*.

**“VET”** means vocational education and training.

## 1. Interpretation

In this agreement, unless the contrary intention is expressed:

- (a) a reference to this agreement includes its schedules, appendices, annexures and attachments, and any variation to or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and conversely;
- (d) a reference to a gender includes reference to each other gender;
- (e) a reference to a person includes:
  - (i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
  - (ii) the person's executors, administrators, successors and permitted assigns;

an agreement, representation or warranty by, or for, two or more persons binds, or is for their benefit, together and separately;

a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;

a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a referent to any one or more of them;

a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;

a reference to "writing" includes a reference to printing, typing, lithography, photography and other methods of representing or reproducing words, figures, diagrams and symbols in a tangible and visible form;

a reference to a day is to be interpreted as the period of time starting at midnight and ending twenty-four (24) hours later;

a reference to a month or year means a calendar month or a calendar year respectively;

words or phrases derived from a defined word have a corresponding meaning to the defined word;

a term of inclusion is not to be interpreted to be a term of limitation;

all references to monetary sums in it, or to be made under it, are to Australian currency;

a reference to the payment of money within a specified time, means the full crediting and clearance of any cheque or electronic transfer into the payee's account within that time;

it operates under Tasmanian time;

if the day on or by which an act, matter or things is to be done under it is not a Business Day, then that act, matter or things must be done not later than the next Business Day;

an uncertainty or ambiguity in the meaning of provision is not to be interpreted against a party only because that party prepared the provision; and

headings are included for convenience only, do not form part of it, and are not to be used in its interpretation.

## **2. RTO to provide Contracted Services**

The RTO must provide the Contracted Services to a high standard of proficiency, and according to the terms in this agreement.

## **3. Contract Fee**

3.1 Skills Tasmania must pay to the RTO the contract fee specified in the Schedule.

3.2 If the Schedule provides that the RTO is to be paid by any sort of periodical payments or instalments, then Skills Tasmania may defer any of those instalments or payments until the RTO has:

a) completed the Contracted Services, or

b) rectified any matters identified by Skills Tasmania during the exercise of its powers under Clause 13 of this agreement, to which the payment relates, to Skills Tasmania's satisfaction.

3.3 The RTO acknowledges that funds provided under this agreement may not reflect the full cost of delivering the Contracted Services, in which case, the funds are in the nature of a subsidy only.

## **4. RTO Registration**

4.1 RTO must maintain its status as a registered training organisation under the provisions of the *National Vocational Education and Training Regulator Act 2011 (Cwlth.)* (the Act).

4.2 The RTO must notify Skills Tasmania within 48 hours in the event the RTO:

4.2.1 is found noncompliant in a registration or re-registration audit.

4.2.2 is notified by the National VET Regulator (the Regulator) that it is the Regulator's intention to apply a sanction to the RTO.

4.2.3 decides to voluntarily withdraw all or part of its registration.

4.3 In respect of the notification required under Clause 4.2, time is of the essence and, if not complied with, Skills Tasmania reserves the right to terminate this agreement immediately.

- 4.4 Skills Tasmania may suspend payments under this agreement until the issue or issues referred to in Clause 4.2 are resolved.
- 4.5 It is a condition precedent to the release of funds by Skills Tasmania under this agreement that the RTO ensures that the training programs listed in the Schedule of Purchased Programs are contained within the RTO's Scope of Registration.

## **5. GST**

- 5.1 The parties agree that supplies of training and assessment made under the agreement are not subject to GST.
- 5.2 The parties agree that GST will apply to supplies made under this agreement other than for the provision of training and assessment. In the event that the RTO is liable for the payment of GST, then the amount payable under this agreement shall be inclusive of GST.
- 5.3 The parties agree that the Department can issue recipient created tax invoices in respect of the Supplier's supplies under this agreement.
- 5.4 The parties agree that the RTO will not issue tax invoices or any document that may be considered a tax invoice in respect of the supplies it makes under this agreement.
- 5.5 Skills Tasmania agrees that it will issue the RTO with a recipient created tax invoice within 28 days of determining the value of the supply.
- 5.6 The RTO acknowledges that it is registered with an Australian Business Number (ABN) and for GST at the commencement date of this agreement and that it will notify Skills Tasmania if it ceases to be registered.
- 5.7 The RTO agrees that it will notify Skills Tasmania should it cease to be registered for the GST.
- 5.8 Skills Tasmania acknowledges that it is registered for GST at the commencement date of this agreement and that it will notify the RTO if it ceases to be registered.
- 5.9 Skills Tasmania warrants that it is registered with an ABN and for the GST and that it will notify the Supplier if it ceases to be registered.
- 5.10 Terms and expressions used in this clause 5 which are defined in the GST Act have the same meaning given to these terms and expressions in that Act. "GST Act" means A New Tax System (*Goods and Services Tax*) Act 1999 including all amendments made to the Act and any other regulations and other instruments made under the Act.
- 5.11 Skills Tasmania will supply an adjustment note should the value of the supply change at any stage. A copy of that adjustment note will be supplied to the RTO within 28 days of that adjustment being determined.

## **6. Waiver of rights of recovery from Skills Tasmania**

The RTO waives all present and future rights to claim against Skills Tasmania for:

- (a) personal injury to, or death of, the RTO's employees;

- (b) either or both loss of, or damage to, any of the RTO's or the RTO's employees' property; and
  - (c) financial loss to the RTO;
- arising from, or attributable to, the RTO carrying out the Contracted Services. This waiver does not release Skills Tasmania from liability arising from, or attributable to, a wrongful (including negligent) act or omission of Skills Tasmania.

## **7. Indemnities**

- 7.1 The RTO indemnifies Skills Tasmania against all present and future legal liability, claims, or proceedings for:
- (a) personal injury to, or death of a third party;
  - (b) either or both loss of, or damage to, property of a third party; and
  - (c) financial loss of a third party;
- arising from, or attributable to, the RTO carrying out the Contracted Services, to the extent that the injury, death, damage or loss is not caused by a wrongful (including negligent) act or omission of Skills Tasmania.
- 7.2 The indemnities in clause 7.1:
- (a) are continuing obligations of the RTO, separate and independent from any other obligations; and
  - (b) survive the termination of this agreement.

## **8. Insurance**

- 8.1 The RTO must hold and keep current throughout the Term, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:
- (a) the RTO's liability for:
    - (i) personal injury to, or death of, a third party; and
    - (ii) either or both loss of, or damage to, the property of a third party; for at least \$20,000,000 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Delegate reasonably determines;
  - (b) the RTO's liability for professional negligence in the amount of \$2,000,000 for any one claim and in the aggregate, for the term stipulated in clause 8.5.
- The liability to be insured against under paragraph (a) is liability arising from, or attributable to, the RTO carrying out the Contracted Services, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the RTO or the RTO's employees or agents.
- 8.2 Insurance under clause 8.1 must cover "the Crown in Right of Tasmania" as principal under the insurance contract.
- 8.3 The RTO must notify the Delegate in writing as soon as practicable:

- (a) if an insurance contract referred to in clause 8.1 lapses, is cancelled or is materially altered; or
  - (b) if the RTO claims, or becomes entitled to claim, under such an insurance contract for something related to delivering the Contracted Services.
- 8.4 The RTO must give Skills Tasmania evidence of:
- (a) the terms of; and
  - (b) payment of the premium for;
- each insurance contract referred to in clause 8.1;
- (c) before the RTO starts to carry out the Contracted Services; and
  - (d) before each due date for renewal of each such insurance contract.
- 8.5 The RTO must maintain the professional indemnity insurance required under clause 8.1 for six (6) years after this agreement terminates, to provide indemnity against claims:
- (a) based on anything done, omitted, or that happened, while the Contracted Services were being provided; and
  - (b) made during those six (6) years.
- This clause 8.5 survives any termination of this agreement.
- 8.6 If the RTO fails to hold or renew each insurance contract required under clause 8.1, then without being obliged to do so, Skills Tasmania may:
- (a) take out or renew an insurance contract that the RTO does not hold or has not renewed; and
  - (b) pay any unpaid premium.
- The RTO must pay to Skills Tasmania, on demand, all costs that Skills Tasmania incurs to do that, and interest on those costs from the date of outlay to the date of payment equivalent to the cash rate published by the Reserve Bank of Australia at the date Skills Tasmania made the payment referred to in this clause plus three (3) per cent.
- 8.7 The RTO must not do anything that may result in insurance under clause 8.1, or any part of it, becoming invalid or unenforceable.

## **9. Assignment of Benefits**

- 9.1 The RTO will not assign the benefit of this agreement to any other person unless written approval is first sought and obtained from Skills Tasmania.
- 9.2 If the RTO forms an intention to dispose of its business or any interest therein then the RTO will immediately notify Skills Tasmania in writing of such intention, seeking the approval required under clause 9.1.
- 9.3 The notification referred to in clause 9.2 also will be at least one month prior to the actual disposal of any interest referred to in clause 9.2 to enable Skills Tasmania, if it so desires, to negotiate a new agreement with the new owner of the business or interest.

## **10. Financial Viability**

- 10.1 The RTO warrants that:
- (a) it is solvent and able to pay its debts as they fall due; and
  - (b) there are no material facts or circumstances of which it is currently aware, or are likely to arise in the foreseeable future, which could have a significant impact on its financial viability.
- 10.2 Where the RTO becomes aware that it is insolvent and no longer able to continue its operations it will:
- (a) immediately notify Skills Tasmania of this fact; and
  - (b) fully cooperate with Skills Tasmania in the transfer of students to an alternative RTO.

## **11. Keeping of Books of Account and Acquittal of Funds**

- 11.1 The RTO agrees to keep books of account in accordance with accepted Australian Accounting Standards and make true and full entries of all transactions concerning the use of the Funds and will ensure that at all reasonable times they are open for inspection by the officers of Skills Tasmania.
- 11.2 The RTO also agrees to provide to Skills Tasmania on request a statement that “All Funding received was expended for the purposes of, and in accordance with, the terms of this agreement” together with a detailed statement of income and expenditure in respect of the Funding, which must include a definitive statement as to whether the financial accounts are true and fair; and
- The statements referred to above must:
- i. be provided to Skills Tasmania within one month of the request referred to in this clause; and
  - ii. be certified by the recipient’s Chief Financial Officer or Chief Executive Officer or auditor

## **12. Negation of employment and agency**

- 12.1 The RTO:
- (a) must not represent itself; and
  - (b) must ensure that its sub-contractors, employees and agents do not represent themselves;
- as being sub-contractors, employees or agents of Skills Tasmania.
- 12.2 The RTO’s sub-contractors, employees and agents of the RTO are taken to be, and always to have been, and to remain, sub-contractors, employees or agents of the RTO.



### **13. Contract Compliance Monitoring & Consumer Protection**

- 13.1 Skills Tasmania has the right to conduct any type of audit of the RTO and any organisation in a sub-contracting arrangement with the RTO for the purpose of ensuring compliance with the terms and conditions of this agreement or any preceding or subsequent agreement.
- 13.2 Where Skills Tasmania reasonably believes the RTO may have breached this agreement by failing to comply with the Standards for NVR Registered Training Organisations, Skills Tasmania reserves the right to notify the Australian Skills Quality Authority. Where Skills Tasmania has evidence that an RTO has breached the Skills Tasmania Agreement it reserves the right to notify ASQA and/or the relevant State Training Authority.
- 13.3 The RTO agrees to allow Skills Tasmania's officers and agents to enter upon the RTO's premises upon two days' written notice to inspect them for the purposes of this clause 13 or and anything on them related to this agreement and to copy any document concerning this agreement.
- 13.4 The RTO acknowledges that Skills Tasmania has the right, exercisable at any time, to interview all directors, managers, owners and employees of the RTO, employers, students and/or sub-contractors receiving or assisting with the provision of services and materials under this agreement.
- 13.5 The RTO must ensure that it and its employees and sub-contractors or persons, enterprises or other organisations, including schools, in a partnering arrangement with the RTO make available proper access to all physical and electronic records and answer completely and accurately any request for information necessary for Skills Tasmania to perform any of the activities referred to in this clause 13, 14 or clause 15 of this agreement.
- 13.6 The RTO must comply with any and all written directions from Skills Tasmania in relation to the obligations of the RTO under this contract.
- 13.7 Should the RTO fail to comply with any request from Skills Tasmania to provide any information in relation to the RTO's compliance with this agreement or hinder Skills Tasmania in the exercise of its rights under clause 13.1, Skills Tasmania may suspend this agreement and any payments to the RTO until such requests for information have been provided or hindrance removed.
- 13.8 Breaches identified through the contract audit process may, at the discretion of Skills Tasmania, result in the suspension or cancellation of this agreement. Suspension or cancellation of this Agreement will consequently and immediately revoke an RTO's Endorsed RTO status.
- 13.9 The RTO grants Skills Tasmania an irrevocable license to enter and remain on any of the RTO's premises where records relating to this agreement are kept and stored.
- 13.10 Skills Tasmania will implement a contract management plan for each contract to monitor a RTO's performance during the term of the contract.

## 14. Audit Methodology

- 14.1 Contract compliance audits will be undertaken under the provisions of clause 13 of this agreement. Other audits may occur as the result of strategic industry audits or in response to a specific complaint or a series of complaints.
- 14.2 The auditing of contracts for the purchase of training will use the methodology that observations will be raised for minor matters found during the audit. Where whole Service Obligations, or a significant aspect of a Service Requirement or other term or condition of this agreement is not being complied with non-compliance will be raised.
- 14.3 Following the audit, the auditor will provide verbal feedback to the RTO and a written report to the General Manager, Skills Tasmania. The report will then be reviewed and appropriate action taken as follows:
- 14.3.1 Where no observations or non-compliances were noted, a copy of the audit report will be forwarded to the RTO acknowledging its compliance with this agreement.
- 14.3.2 Where observations have been noted, the RTO will be expected to include these in its continuous improvement process. Observations noted in one audit may be followed up at a following audit to determine what action has been taken to rectify them.
- 14.3.3 If non-compliance has been identified, Skills Tasmania's Authorised Officer will contact the RTO to negotiate an action plan to clear the non-compliance.
- 14.3.4 Pending clearance of the non-compliance, Skills Tasmania may elect to impose one or all of the following sanctions:
- no payments will be made under existing contracts;
  - no new contracts will be issued;
  - no payments for new commencements will be made; and
  - in the case of User Choice, no new Training Contracts nominating the RTO will be approved.
  - a RTO's Endorsed RTO status will be reviewed.
- 14.3.5 If the non-compliance is not cleared in the agreed timeframe and the RTO has made no attempt to re-negotiate the action plan, all payments to the RTO will be suspended until the matter is resolved.
- 14.4 Skills Tasmania reserves the right to impose further sanctions against the RTO if it is considered the situation warrants further action; this may include exercising its power under Clause 15 of this schedule and cancellation of all or any contracts between the RTO and Skills Tasmania.
- 14.5 The RTO must retain all documentation relevant to this agreement for at least seven (7) years subsequent from the year to which they pertain.

## 15. Termination by Skills Tasmania

- 15.1 Skills Tasmania may terminate this agreement without showing cause, by giving the RTO ten (10) Business Days' written notice.
- 15.2 Skills Tasmania may terminate this agreement by giving the RTO a written notice ("Termination Notice") if, five (5) Business Days after receipt of a written notice ("Default Notice") requiring the RTO to do so, the RTO:
- (i) has not remedied each default in the performance of its obligations; or
  - (ii) continues to be in breach of any of the provisions of this agreement; identified in the Default Notice.
- 15.2.1 The Termination Notice will be effective immediately the RTO receives it and Skills Tasmania may then recover from the RTO any loss or damage suffered by Skills Tasmania because of the RTO's default.
- 15.2.2 Recovery of loss or damage may be affected by set-off against any money owed by, or that becomes due from, Skills Tasmania to the RTO under this agreement.
- 15.3 Skills Tasmania may terminate this agreement immediately, by written notice, if any one of the following occurs:
- (a) The Endorsed RTO loses or relinquishes its status as an Endorsed RTO
  - (b) if the RTO is a corporation:
    - (i) an order is made, or a resolution is passed, winding up the RTO;
    - (ii) a receiver, or a receiver and manager, is appointed over all or part of the RTO's assets;
    - (iii) a provisional liquidator or an administrator is appointed for the RTO;
    - (iv) a scheme of arrangement is submitted for approval;
    - (v) the RTO convenes a meeting or enters or proposes to enter into any arrangements or composition with its creditors;
    - (vi) the RTO becomes insolvent;
    - (vii) the RTO ceases, or threatens to cease, to carry on its operations, or threatens to dispose of all, or a substantial part, of its undertakings;
    - (viii) a mortgagee of the RTO's property takes possession of any of that property; or
  - (c) if the RTO is an individual or a partnership:
    - (i) the RTO commits an act of bankruptcy;
    - (ii) the RTO enters into an arrangement or composition with creditors;
    - (iii) a receiver is appointed for the assets of the partnership.
- 15.4 If Skills Tasmania terminates this agreement under clause 15.1 Skills Tasmania must pay the RTO within a reasonable time for Contracted Services rendered before the effective date of termination; and if the RTO is not then in breach of this agreement, a fair and just proportion of other liabilities or expenses that the RTO:
- (i) has reasonably and properly incurred to provide the Contracted Services; and
  - (ii) cannot otherwise recover or avoid.

Skills Tasmania is not liable to make any other payment for terminating under clause 15.1.

- 15.5 If this agreement is terminated under clause 15.1 or clause 15.2, then subject to its right of set-off, Skills Tasmania is liable only to make payments under clause 3 (Contract Fee) for services rendered before the effective date of termination, and is not liable to make any other payments.
- 15.6 If there is a partial termination of this agreement, then Skills Tasmania's liability to pay any amounts under it will abate proportionally to the reduction in the Contracted Services, unless there is an agreement to the contrary.
- 15.7 The RTO must in each sub-contract or order placed with any subcontractor for the purposes of this agreement, reserve a right of termination to take account of Skills Tasmania's right of termination under clause 15.1.

## **16. Recognition of Prior Learning (RPL)**

- 16.1 The RTO must offer all workers entering training, who are not new entrants to the labour market, a quick and simple process to recognise their existing skills.
- 16.2 For the purposes of clause 16.1, workers who are not new entrants to the labour market are defined as those workers who have been working continuously for 12 months full time or two years part time.
- 16.3 Unless expressly excluded in the program guidelines or other schedules to this agreement, and in order to meet the obligations outlined in clause 17.1 above, the RTO will offer RPL to all students upon enrolment and prior to commencement of formal training delivery. For the purposes of this clause, "student" includes apprentices and trainees.
- 16.4 The RTO must be able to demonstrate that it has undertaken processes to:
- i) encourage the uptake of RPL; and
  - ii) streamline its RPL processes;
- during the term of this agreement.

## **17. Disclosure of Information**

- 17.1 The RTO acknowledges that the information pertaining to this agreement and all information about a RTO's performance under the agreement, other than personal information, is public information.
- 17.2 Skills Tasmania reserves the right to communicate or publish in any way or medium, any and all information relating to this contract, other than personal information. This includes, but is not limited to, qualifications, contract values, student enrolments, completion rates, withdrawals, non-completions and non-results of training.

## **18. Authority to Collect Information**

- 18.1 The RTO authorises Skills Tasmania to seek information from any organisation which may have information relevant to the RTO's capacity to perform its obligations under this agreement.
- 18.2 The RTO expressly authorises those organisations referred to in clause 18.1 to release information to Skills Tasmania regarding the RTO's performance or its capacity to perform its obligations under this agreement. This includes but is not limited to ASQA or relevant authority in the jurisdiction of the RTO's primary registration and may include information regarding the results of audits undertaken against the NVR Standards.
- 18.3 Where the organisations referred to in clause 18.1 or 18.2 require a specific written authority to release the information requested by Skills Tasmania, the RTO agrees to execute said authority upon Skills Tasmania's request.

## **19. Ethical marketing and advertising**

If the RTO undertakes marketing of the training purchased under this agreement, it must market and advertise the training purchased in a way so as to ensure that all persons and organisations associating with the RTO are aware of the obligations of the RTO under this agreement.

## **20. Sub-contracting**

- 20.1 The RTO may enter into a sub-contracting or partnering agreement; however it may be described, with another organisation or individual, in this clause referred to as the sub-contractor.
- 20.2 This clause does not apply to persons engaged by the RTO as casual or sessional employees.
- 20.3 Under a sub-contracting arrangement the RTO is fully responsible for the compliance of its sub-contractors with the NVR Standards for registered training organisations and the terms and conditions contained in this agreement (including Service Obligations in Schedule 2.2).
- 20.4 The RTO must notify Skills Tasmania of its intention to utilise sub-contractors for the delivery of any training funded by Skills Tasmania under this agreement including the name and qualifications of the sub-contractor and the qualifications the sub-contractor will be responsible for delivering and assessing.
- 20.5 The RTO must provide to Skills Tasmania all records of the sub-contractor relating to performance of services under this agreement, on request by Skills Tasmania.
- 20.6 In complying with its obligations under clause 18.5, the RTO must keep and maintain a register of all agreements/contracts that the RTO has with its sub-contractors together with copies of all agreements/contracts with its sub-contractors to deliver training and/or assessment services (or to conduct administration services), pursuant to this agreement, on behalf of an RTO.

- 20.7 The RTO is responsible for all reporting requirements pursuant to this agreement.
- 20.8 Skills Tasmania accepts no liability for sub-contracting arrangements and will not become involved in the internal administration of any sub-contracting arrangement, including the distribution of payments to the subcontractor/s, or act as mediator between the parties.

## **21. Governing law and jurisdiction**

The law of Tasmania governs this agreement, and the parties submit to the jurisdiction of the Courts of Tasmania.

Any proceedings issued against Skills Tasmania under, or about, this agreement, must be instituted either:

- (a) in a Tasmanian court; or
- (b) in the Federal Court, from the Tasmanian Registry of that court.

## **22. Resolution of disputes**

- (a) If a dispute arises between the parties under this agreement (except in the case of action required to be taken under statute, or where an urgent interim determination is sought), the parties must refer the matter for resolution by a person of appropriate qualifications and experience agreed between them.
- (b) That person's decision, including any decision as to his or her costs, is to be final and binding on the parties.
- (c) If the parties cannot agree about the person to be appointed, then the matter in dispute must be determined under the provisions of the *Commercial Arbitration Act 2011*.

## **23. Conflict of interest**

The RTO warrants that at the date of this agreement, no conflict of interest exists, or is likely to arise, in the performance of the Contracted Services and that if, during the Term, a conflict of interest arises then the RTO is to notify Skills Tasmania immediately in writing of that conflict or risk.

## **24. Notices**

### **24.1 Notice Requirements**

- (a) A notice, certificate, consent, application, waiver or other communication (each a Notice) under this Agreement must be:
  - (i) in legible writing in the English language;
  - (ii) subject to clauses 22.1(b) and 22.1(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 22.2.
- (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.

#### **24.2 Method and address for delivery**

- (a) Subject to clause 22.2(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.

#### **24.3 Time of receipt**

- (a) Subject to clause 22.3(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 22.3(a) and 22.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

## **25. Inconsistency**

If something in a schedule or an attachment to this agreement is inconsistent with a clause of this agreement, then the latter prevails.

## **26. Entire agreement**

- 26.1 The covenants, warranties, agreements and provisions contained in this agreement comprise the entire agreement between the parties about its subject matter.
- 26.2 No other covenants, warranties, disclaimers, agreements or provisions are to be implied into this agreement or to arise between the parties as collateral or other agreement because of a promise, representation; warranty or undertaking given or made by or on behalf of one party to another before or after it was signed. All parties expressly deny and disclaim the existence of any such implication, or collateral or other agreement.

## **27. Continuing obligations**

The termination or expiration of this agreement does not extinguish a debt, obligation or liability of either of the parties which has accrued under the agreement and in particular the provisions, rights and obligations described in the following clauses will survive and continue to apply:

- 4 (RTO Registration),
- 5 (GST),
- 6 (Waiver of rights of recovery from Skills Tasmania),
- 7 (Indemnities),
- 8 (Insurance) (to the extent that it relates to professional indemnity cover),
- 13 (Contract Compliance Monitoring and Consumer Protection),
- 14 (Audit Methodology),
- 17 (Disclosure of Information),
- 22 (Resolution of disputes),



- 23 (Conflict of interest) and
- 30 (Waiver under Professional Standards Act 2005).

## **28. Counterparts**

- This agreement may be executed in any number of counterparts.
- All counterparts will be taken to constitute one agreement.
- The parties agree that if necessary, they may exchange faxed or emailed copies of counterparts and those copies will be taken to constitute one agreement. The parties must exchange executed originals as soon as possible afterwards.

## **29. Personal Information Protection (PIP Act)**

- 29.1 This clause 26 applies only if the RTO deals with Personal Information in the course of delivering the Contracted Services.
- 29.2 If the RTO is a Personal Information Custodian then the RTO must:
  - notify the Delegate immediately if the RTO becomes aware of a breach, or possible breach, of the PIP Act; and
  - ensure that the RTO's employees, agents or subcontractors who are required to deal with Personal Information in the course of delivering the Contracted Services are aware of, and comply with, the RTO's obligations under this clause.
- 29.3 A breach of the PIP Act by the RTO is a breach of this agreement that entitles Skills Tasmania to terminate it under Clause 15.
- 29.4 In this clause "Personal Information" and "Personal Information Custodian" have the same meanings as in the Personal Information Protection Act 2004 (Tas.) ("PIP Act").

## **30. Industrial Relations and Occupational Health and Safety Requirements**

### **30.1 Compliance with the Legislative Requirements**

In the course of delivering Skills Tasmania's requirements, the RTO must comply with all Legislative Requirements about industrial relations and occupational health and safety.

### **30.2 RTO's obligation to notify the delegate**

The RTO must notify the Delegate immediately the RTO becomes aware of a breach, or possible breach, of the Legislative Requirements described in clause 28.1.

## **31. Waiver under Professional Standards Act 2005**

- No scheme in force under the Professional Standards Act 2005 applies to the RTO.
- The RTO waives all present and future rights, as against Skills Tasmania, to claim any limitation of liability provided by any future scheme under the

*Professional Standards Act 2005*, in relation to future legal liability, claims or proceedings arising from, or attributable to, the RTO carrying out the Contacted Services including a wrongful (including negligent) act or omission.

### **32. Promotion and Publicity**

- 32.1 The RTO will be responsible for any promotion or advertising of the training purchased or subsidised under this agreement. This will be done at the RTO's expense.
- 32.2 Any promotion of the training subsidised under this agreement must acknowledge the assistance of Department of State Growth with the words: 'This training is subsidised by the Department of State Growth, Tasmania'.
- 32.3 All qualifications or statements of attainment issued must acknowledge 'Department of State Growth' and bear the Nationally Recognised Training logo – any relevant protocols regarding the use of these logos must be observed. Where training was undertaken with a training contract in place, the following wording is required: 'Achieved through an apprenticeship or traineeship arrangement'.
- 32.4 Where the RTO wishes to invite a member of the State or Commonwealth Parliament to attend a graduation or other public event associated with the training purchased or subsidised under this agreement, the RTO must advise Skills Tasmania of that intention prior to the finalisation of such arrangements so that all parties concerned can be adequately briefed.
- 32.5 Use of Skills Tasmania's logo is reserved for activities undertaken by Skills Tasmania and is not to be used by the RTO under any circumstances.

### **33. Register**

- 33.1 Skills Tasmania may publish and maintain a register of Skills Tasmania Endorsed RTOs and may include such information on the register as Skills Tasmania considers relevant and appropriate.
- 33.2 The RTO acknowledges and agrees that Skills Tasmania may publish information about the RTO, including information regarding prices paid to the RTO under this agreement and fees charged by the RTO, on the register.
- 33.3 the RTO must provide the following information to Skills Tasmania for publication on the register within 30 days after a written request from Skills Tasmania:
  - 33.3.1 location of training being delivered by the RTO; and
  - 33.3.2 availability of training for eligible learners.
- 33.4 the RTO agrees that it must, as soon as reasonably practicable, by written notice to Skills Tasmania, advise when information about the RTO on the register is incorrect.

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**Schedule 1.2**

**Payments, AVETMISS Reporting and VET Research & Evaluation**

## **1. Payments and Reporting**

- 1.1 Payments to Registered Training Organisations (RTOs) made under this Agreement will be based on the submission of validated learner activity data submitted by the RTO to Skills Tasmania.
- 1.1.1 The learner activity data submitted by the RTO must be in accordance with the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS).
- 1.1.2 In order to ensure payment for training delivered to apprentices and trainees is made in a timely manner, RTOs must ensure that the name reported for the apprentice or trainee in their AVETMISS data is the same as that recorded on TrainingNet (TrainingNet is the web based management information system enabling RTOs to access information regarding the training contract of apprentices and trainees for whom they are the nominated RTO. It can be accessed at: [www.skills.tas.gov.au/providers/trainingnet](http://www.skills.tas.gov.au/providers/trainingnet)).
- 1.1.3 The RTO should submit AVETMISS compliant data on a monthly basis no later than the 15<sup>th</sup> day of each month. If the 15<sup>th</sup> day of the month is not a business day then no later than the last business day occurring before the 15<sup>th</sup> day of the month.
- 1.1.4 It is the RTO's responsibility to ensure all program and subject codes are correct and consistent with those listed in the National Training Package to which they relate. This information can be accessed at [www.training.gov.au](http://www.training.gov.au)
- 1.1.5 All files must be validated using the National Centre for Vocational Education Research (NCVER) AVETMISS software which can be accessed at <https://avs.ncver.edu.au/avs/>
- 1.1.6 Data files submitted to Skills Tasmania must be error free and warnings must be addressed where possible.
- 1.2 In order to enable Skills Tasmania to meet its national reporting obligations, the RTO must submit its year to date data files to Skills Tasmania each quarter ending on 30 March, 30 June, 30 September and 31 December by the 15<sup>th</sup> day of the following month (the due date). In the event the RTO has no reportable activity for the current year or since its last file submission it must advise Skills Tasmania of that fact by the due date, by email at: [avetmiss@skills.tas.gov.au](mailto:avetmiss@skills.tas.gov.au)
- 1.3 Failure to comply with the requirements of Clause 1.2 of this Schedule is a material breach of this agreement and may lead to termination of the agreement as provided in Clause 15 of Schedule 1.1.
- 1.4 Payment will be made as specified in this schedule for units of competency per learner reported by the RTO.

- 1.4.1 At its discretion, Skills Tasmania may elect to vary the payment percentages specified in this schedule. Skills Tasmania will notify the RTO in writing if it makes an election under this clause.
- 1.4.2 In the event Skills Tasmania makes an election under sub-clause 1.2.1, Skills Tasmania will notify the RTO in writing.
- 1.5 The base price paid for each unit of competency will be determined by dividing the agreed purchase price by the total nominal hours applicable to the relevant qualification or skill set and multiplied by the number of nominal hours applicable to that unit of competency.
- $$\text{Base price} = \frac{\text{Purchase price for qualification/skill set}}{\text{Nominal hours for qualification/skill set}} \times \text{Unit nominal hours}$$
- 1.6 The nominal hours for each unit of competency are available at: <http://laureldw.education.tas.gov.au/trainingpackages.aspx>
- 1.7 The amount payable for each unit of competency will be determined by the AVETMISS outcome code reported by the RTO for each learner and multiplying the base payment prices as determined in clause 1.3, by the payment percentage as detailed for each outcome code in the following table:

<b>Outcome Identifier and Payments for Units of Competency</b>			
<b>AVETMISS outcome code</b>	<b>Outcome Identifier</b>	<b>Payment on reporting of outcome</b>	<b>Cumulative payment received</b>
20	Competency achieved/pass	50%*	100%
30	Competency not achieved/fail	50%*	100%
40	Withdrawn	No further payment**	50%
51	Recognition of prior learning granted	50 %*	100%
52	Recognition of prior learning not granted	No payment	0%
60	Credit transfer	No payment	0%
61	Superseded subject	-50%	No Payment <sup>#</sup>
70	Continuing enrolment	50%	50%
90	Not yet available	50%	50%

\* Presumes previous reporting of an outcome code 90 or 70. If a 90 or 70 outcome code has not been previously reported for that unit, then payment will be 100%.

\*\* Presumes previous reporting of an <sup>#</sup> Assumes the learner has been transferred to the replacement unit

- 1.7.1 Where a participant reaches the maximum hours nominated for a qualification listed in the Schedule of Purchased Programs and the participant has not completed the required number of units of competency for the issue of the qualification, the total amount paid to the RTO will not exceed 80% of the contracted purchase price until the RTO has reported the participant as having met the requirements for the issuing of the qualification.
- 1.7.2 Subject to clause 1.8.1 the final 20% will be paid to the RTO when the RTO has reported in accordance with the AVETMIS Standard that the participant has met all the requirements for the issuing of the qualification and it has been issued.
- 1.7.3 Where a qualification is reported as having been completed and issued, i.e. it is reported in the NAT 130 file, the amount outstanding for the qualification will not be paid, unless the minimum number of completed units, as required by the qualification packaging rules, necessary for the issuing of the qualification, have been reported as part of the enrolment for the qualification. This may require reporting of certain units as credit transfer.
- 1.7.4 Where the aggregate nominal hours reported for a participant who has met all requirements for the issuing of a qualification are less than the total hours nominated for the qualification in the Schedule of Purchased Programs, Skills Tasmania will adjust the final payment to the RTO so that the total paid to the RTO for that participant will equal the price payable nominated for that qualification in the Schedule of Purchased Programs.
- 1.8 Where the Schedule of Purchased Programs specifies a skill set or provides for the selection of a number of units of competency from a range up to a maximum number of units of competency or nominal reporting hours per participant the base payment price will be determined by reference to the full time equivalent price per learner listed in the Schedule of Purchased Programs.
- 1.8.1 The following formula is used to calculate the full time equivalent level:
- $$\frac{\text{Planned training hours}}{\text{Nominal hours per FTE}} = \text{fraction of full time equivalent}$$
- 1.8.2 The planned training hours are determined as follows:
- a) For those participants choosing a selection of units of competency only:  
*Planned training hours = sum of nominal hours for the units of competency chosen.*
- b) For those participants wishing to undertake a full program:  
*Planned training hours = nominal hours per FTE less any credit transfer granted or any "assessment-only" activity.*
- 1.8.3 The planned training hours per learner cannot exceed the nominal hours per FTE identified in the Schedule of Purchased Programs.
- 1.8.4 The total number of participants trained may be greater than the number identified in the Schedule of Purchased Programs, as long as the total nominal

hours are not exceeded. For example, in the case of a program of 400 nominal hours with 10 FTE participants (i.e. 4,000 total nominal hours), an RTO may claim for 40 participants who choose to undertake only 100 hours of the program.

- 1.9 For the User Choice program, where there is a condition in a schedule which states “subsidy is limited to Australian Disability Enterprises, or similar enterprises whose employees have a disability as deemed by Centrelink”, 50% payment will be made on commencement of a unit covered by this condition.
  - 1.10 The following are not eligible to receive a subsidy from Skills Tasmania:
    - 1.10.1 Participants who receive funding for the same training through other publicly funded or subsidised training programs irrespective of the level of government or department from which the subsidy is sourced.
    - 1.10.2 Unless otherwise specified in the program specific schedule of this agreement, participants who in the past five years have undertaken any training listed in the Schedule of Purchased Programs and that training was funded or subsidised by the Tasmanian government. However, for those training programs where participants could have undertaken a selection from a range of units of competency, it is possible for the same participants to re-enrol in the current year’s program as long as they undertake different units than those undertaken previously. It is the RTO’s responsibility to make reasonable enquiries to ensure that this provision is complied with.
  - 1.11 In addition to the monthly reports required in clauses 1.1.3 and 1.1.4, RTOs must report their validated data for activity undertaken in each calendar year by 15 January in the following year in order to receive payment for that training. A December monthly submission can also be the final annual submission, but must contain ALL activity for the year and must be declared as the final report in the email in which the files are sent.
  - 1.12 It is the RTO’s responsibility to check that their enrolment software meets the current Tasmanian AVETMISS reporting requirements. Details can be found at:  
<http://www.skills.tas.gov.au/funding/paymentandreporting>. Dates will be recorded when an update is made to NAT file structure.
  - 1.13 Skills Tasmania is under no obligation to provide assistance in meeting these reporting requirements but may do so to the extent that resources will allow.
- 2. Replacement Qualifications**
- 2.1 For the purpose of this section,
    - 2.1.1 “Qualifications” included endorsed skill sets and individual units of competence where these are specified in the Schedule of Purchased Programs.



- 2.1.2 “Skills sets” means single units of competency, or combinations of units of competency from an endorsed training package, which link to a licence or regulatory requirement, or defined industry need.
- 2.2 The RTO will ensure that:
- 2.2.1 If a qualification listed in Schedule of Purchased Programs of this agreement is replaced by a new or revised Training Package qualification the RTO must make arrangements to include the new or revised Training Package qualification on its scope of registration as soon as possible after its approval for implementation. RTOs must advise Skills Tasmania of the change of qualification so that the new qualification can be added to this agreement.
- 2.2.2 Following the inclusion of the new qualification in the RTO’s Scope of Registration the RTO will apply to Skills Tasmania in order to arrange for an amendment to this the relevant Schedule of Purchased Programs and, the new or revised qualification must be used in delivering the training to all new enrolments unless otherwise approved by Skills Tasmania.
- 2.2.2.1 If the qualification is a User Choice subsidised qualification, the RTO must ensure that the new qualification is subsidised by Skills Tasmania prior to submitting its application;
- 2.2.2.2 For other programs, the RTO must complete and submit to Skills Tasmania the relevant change request form.
- 2.3 At the RTO’s discretion, learners currently enrolled in the old qualification may be transferred to the new qualification.
- 2.4 In the event the replacement qualification referred to in clause 2.2.1 is significantly changed from the original qualification, either party may initiate negotiations with the other to vary the price payable under this agreement for the delivery of the new qualification.
- 2.5 If the RTO is unable to arrange for the replaced qualification to be included in its scope of registration it must notify Skills Tasmania immediately it becomes aware of the situation in order to arrange for approval to continue to deliver the original qualification.
- 2.6 Notices, referred to in Clause 2.5 above, and are to be forwarded by email to Skills Tasmania at: [purchasing@skills.tas.gov.au](mailto:purchasing@skills.tas.gov.au)

### **3. Vocational Education and Training Research and Evaluation**

- 3.1 In accordance with the requirements of Skills Tasmania, the RTO will provide assistance for national surveys managed by the National Centre for Vocational Education Research Ltd. These surveys will include, as a minimum, the Student Outcomes Survey. The main requirement for the survey is the completion of the Client Postal file [NAT00085] as part of the annual AVETMISS VET Provider Collection. This file must be included in the set of AVETMISS files returned to Skills Tasmania.

Any questions concerning this file should be directed to the Co-ordinator (VET Statistics) on (03) 6165 6062.

- 3.2 The RTO will cooperate in research and evaluation activities conducted by Skills Tasmania, the Commonwealth Government department responsible for vocational education and training, NCVET or such research projects that may be endorsed by Skills Tasmania or undertaken on behalf of Skills Tasmania by duly authorised third parties. Such activities may include the collection of quantitative and qualitative information in a range of forms, including surveys, client and activity databases, personal interviews, and focus groups and will be consistent with the requirements of any privacy legislation that may apply during the term of this agreement.
- 3.3 The RTO will adhere to specified quality standards, service obligations and timetables for the supply of data, and will be contacted by Skills Tasmania for this data at the appropriate times.
- 3.4 Skills Tasmania requires RTOs, when enrolling learners, to:
  - ask for an email address and mobile telephone number,
  - record them in the RTO's Student Information Management System, Enrolment Software.
  - advise the learner that this information may be used for research purposes, and
  - obtain the learner's acknowledgment and written consent to the release of the information contained in the learner's enrolment form to Skills Tasmania, other state or Commonwealth agencies.
- 3.5 For further information regarding the requirements outlined in this section please contact the Manager, (Research, Payments and Data) Skills Tasmania on telephone (03) 6165 6022.

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## **Schedule 2 - Purchasing Arrangements and Service Standards for Training Delivery funded or subsidised through Contestable Programs**

**Including**

**Schedule 2.1 - Purchasing Arrangements and**

**Schedule 2.2 - Service Obligations for Training Delivery funded or subsidised through Contestable Programs**

## **Schedule 2.1 - Purchasing Arrangements**

### **1. Application of Schedule**

- 1.1 This Schedule details the Purchasing Arrangements and Service Obligations applying to all programs purchased by Skills Tasmania under contestable arrangements. This includes the “Career Start”, “Skills Fund”, “Skills Equip” and “User Choice” program and other programs that may be implemented during the term of this Agreement.
- 1.2 The Schedule of Purchased Training Programs details the programs to be purchased and any special conditions that may relate to them.
- 1.2.1 Qualifications and units of competency listed in the Schedule of Purchased Programs of this agreement are not funded or subsidised as “assessment-only” unless otherwise specified in the Schedule/s. The provision of training and skill development is essential to the expected outcomes of the programs funded or subsidised under this agreement.
- 1.2.2 For the purpose of this Schedule:  
“**assessment-only**” means any process of evidence gathering to determine competency that is focused on skill recognition, Recognition of Prior Learning (RPL) only and is not associated with training delivery or skills formation activity.  
“**Qualification**” includes Endorsed Skill Sets and Units of Competency.
- 1.2.3 The amounts listed for each qualification, unless otherwise indicated, assume a commencement with no previous relevant qualifications in the Field of Study.
- 1.2.4 Where previous relevant qualifications exist, the RTO will grant appropriate credit transfer.

### **2. Recruitment**

- 2.1 The RTO will be solely responsible for the recruitment and selection of the participants for the training program.
- 2.2 The RTO will be required to advise all participants that:
- Names and contact details will be provided to Skills Tasmania,
  - This information may be used to verify that services were provided and to obtain the views of participants about the services provided, and
- 2.2.1 obtain the learner’s acknowledgment and written consent to the release of the information contained in the learner’s enrolment form to Skills Tasmania, other state or Commonwealth agencies.

### **3. User Choice Specific Arrangements for Apprentices and Trainees**

#### **3.1 Subsidy**

## Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through Contestable Programs

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3.1.1 Subject to Clause 6 of this schedule and unless otherwise specified in the Schedule of Purchased Programs, the amount paid by Skills Tasmania to the RTO for the delivery of training purchased under this agreement is a subsidy which is only intended to be a contribution towards the full cost of delivery of the training. It is not necessarily reflective of the full cost of delivery.

3.1.2 Subject to Service Obligation 5, the RTO may charge the employer a fee to assist with the costs associated with the delivery of training, to apprentices and trainees.

### 3.2 **Payment Eligibility**

3.2.1 No payments for an apprentice or trainee will be made until a User Choice Application has been submitted and a training contract is approved and recorded on the training contract database (sometimes referred to as DELTA or TrainingNet).

3.2.2 A User Choice Schedule of Purchased Programs will not be issued retrospectively unless the RTO can prove extenuating circumstances. An application, in writing, outlining reasons is to be submitted to the Manager, Apprenticeships and Traineeships, email:

[carolyn.nichols@skills.tas.gov.au](mailto:carolyn.nichols@skills.tas.gov.au)

3.2.3 The RTO will be eligible to receive payment for the delivery of training to an Apprentice or Trainee as provided for in Schedule 1.2 – Payments, AVETMISS Reporting and VET Research & Evaluation when:

3.2.3.1 approval of the training contract by the Tasmanian Traineeships and Apprenticeships Committee, its recording on the Skills Tasmania database – DELTA/TrainingNet, and the issuing of a registration number;

3.2.3.2 completion of a training plan, as required in the Service Obligations; and

3.2.3.3 completion of a minimum of four (4) weeks employment under the current training contract.

3.2.4 Where a RTO commences delivery of training prior to the approval of the training contract it does so at its own risk. The RTO is advised by Skills Tasmania when a training contract, nominating it as the RTO, has been approved.

### 3.3 School-Based Apprenticeships and Traineeships

In the case of School-based apprenticeships and traineeships, the RTO must:

- Provide the school-based trainee/apprentice's school with:
  - A copy of the training plan;
  - A mid-year report **by 10 July each year** of the traineeship/apprenticeship;
  - An end of year report due **by 30<sup>th</sup> November each year** of the traineeship/apprenticeship; and

- Report quarterly to the Tasmanian Qualifications Authority unit of competency outcomes as prescribed in the Tasmanian Qualifications Authority Act 2003. More information is available on their website at <http://www.tqa.tas.gov.au/9679>

#### **4. Learner Eligibility for a Subsidy**

4.1 To be eligible to receive training under this program a learner must be a Tasmanian resident aged 15 years or over.

4.2 For the purposes of sub-clause 4.1, 'Tasmanian resident' includes:

- an Australian citizen; or
- a permanent resident of Australia living in Tasmania for a minimum period of six (6) months; or
- the holder of a permanent Australian visa; or
- the holder of a visa under Australia's Special Humanitarian program including:
  - Refugee Visa (subclass 200)
  - Global Special Humanitarian Visa (subclass 202)
  - Women at Risk Visa (subclass 204)
  - Protection Visa (class XA) (subclass 866)
- the holder of a New Zealand passport who has been resident in Australia for at least six (6) months prior to commencing the program.

4.3 It will be the responsibility of the RTO to ensure that the residency and other eligibility criteria are met by program participants.

4.4 Appropriate evidence must be retained with participants' records to facilitate subsequent contract compliance audits.

4.5 Where a program specification identifies "Existing Workers" or "Job Seekers" as a specific target group, the following definitions will apply:

4.5.1 An existing worker will be defined as someone aged 16 years or over who regularly works for pay, profit or commission.

4.5.2 A Job Seeker refers to someone who 16 years and over and is:

- not a school student as defined by Sections 3 and 4 of the *Education Act 1994*; or
- registered with an Employment Service Provider (ESP); or
- an income support recipient who is not currently required to meet activity test or participation requirements; or
- a participant in an Australian Government labour market program; or
- not currently working and seeking or intending to seek paid employment or self-employment after completing the qualification; or
- a participant in a Commonwealth Apprenticeship Access Program; or

## Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through Contestable Programs

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- not working and participating in volunteering activities; or
- a person currently employed whose contract of employment is classified as “casual”

unless otherwise specified in the documentation for each program tender.

4.6 The following are not eligible to receive a subsidy through programs funded under this agreement:

4.6.1 Participants who’s training in any qualification, listed in any Schedule of Purchased Programs of this agreement, which is:

(a) being funded through another publicly funded training program irrespective of the level of government or department from which the funding is sourced<sup>1</sup>, or

(b) who have undertaken such training so funded during the past five (5) years;

unless otherwise specified in the Schedule of Purchased Programs of this agreement. (This does not include employer incentives paid by the Commonwealth Government for the employment of apprentices).

4.6.2 It is the RTO’s responsibility to make reasonable enquiries to ensure that the requirements of sub clause 4.6.1 are complied with.

4.6.3 The provisions of sub-clause 4.6.1 do not exclude persons who have previously been enrolled in any of the qualifications listed in any Schedule of Purchased Programs, but who failed to complete that qualification, from re-enrolling in that qualification for the purposes of completing that qualification under a program funded under this agreement. In these cases, the RTO will give national recognition, credit transfer and/or recognition of prior learning, as appropriate in the circumstances.

4.6.4 Employees of the contracted Registered Training Organisations, other than enterprise RTOs.

4.7 The commencement of training under a subsidised program of the Skills Fund Program is not a barrier to entering into a Training Contract as defined by the *Training and Workforce Development Act 2013*.

### 5. Payment Price

5.1 The payment price for each qualification purchased under this agreement is specified in the Schedule of Purchased Programs.

5.2 The payment price is equivalent to the price applied for by the RTO or negotiated between Skills Tasmania and the RTO for the delivery of the qualifications listed in

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<sup>1</sup> That is, a student whose training in a qualification is funded under apprentice and traineeship arrangements or work for the dole or similar labour market programs will not receive additional funding from other programs funded under this agreement at the same time.



## **Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through Contestable Programs**

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Schedule of Purchased Programs, and where specified in relevant program guidelines or tender specifications, less the Program Participant Contribution referred to in Schedule 2.1, Service Obligation 1, Learner (Student) Contributions.

- 5.3 Where national recognition or credit transfer has been granted, the price paid will be discounted proportionally. For more details refer to sub-clause 1.4 of Schedule 1.2 – Payments, Reporting and VET Research & Evaluation.
- 5.4 The price paid will not be discounted proportionally for Recognition of Prior Learning.

### **6. Quality Assurance Program**

- 6.1 The RTO may be required to participate in Skills Tasmania’s quality assurance program by undertaking face-to-face assessment of the program with a Skills Tasmania representative.
- 6.2 In the event Skills Tasmania elects to conduct a quality assurance assessment referred to in Clause 6.1 of this Schedule, it will be in addition to any quality, contract compliance or other audits the RTO may be required to undergo under this or any other agreement.
- 6.3 In addition to any face-to-face assessment of the program required under Clause 6.1 of this Schedule, the RTO may be required to provide two reports each calendar year. Where this is a requirement details of timing and report contents will be included in the relevant Schedule of Purchased Programs.

### **7. Variation**

- 7.1 Any alterations or correction to the details of any Schedule of Purchased Programs of this agreement are to be evidenced in writing and agreed to by both parties.
- 7.2 Applications variations to this agreement are to be submitted to Skills Tasmania using the online “Request to Change Program” form available at: <http://www.skills.tas.gov.au/requesttochangeprog>:
- 7.3 The parties agree that, in the event that additional funds are granted to the RTO for the delivery of additional qualifications, those funds and qualifications will be delivered subject to the terms and conditions of this agreement, and be evidenced in writing by an Amendment to the Schedule of Purchased Programs duly signed by both parties.

### **8. Replacement of Learners**

- 8.1 Where a learner withdraws from a training program, the RTO may replace the learner within three (3) months of commencement of that training program, i.e. date of first enrolment, or as otherwise agreed.

- 8.2 The price paid will not exceed the cumulative cost per learner. Where this occurs an amendment request must be submitted and approved by Skills Tasmania.

## **9. Auditing and Compliance**

If Skills Tasmania elects to exercise its rights under Clause 12 - Contract Compliance Monitoring & Consumer Protection of the *Standard Terms and Conditions for the Purchase of Vocational Education and Training* such exercise will make reference to the Service Obligations contained in this Schedule, tender documentation and/or any other approved subsidy applications submitted to Skills Tasmania.

The exercise of this right may include the auditing of employability skills as specified in the contracted training or training program in Schedule 3.

## **Schedule 2.2 - Service Obligations**

### **Preamble**

Tasmanian Government subsidies for training and workforce development are investments in the human capital that drives the State's growth and its people's prosperity.

These Service Obligations set out the service delivery standards that are expected from RTOs who enter into contractual arrangements with Skills Tasmania under the Skills Tasmania Agreement.

The Service Obligations outline the Tasmanian Government's expectations of the minimum services that RTOs will provide to clients accessing training services funded or subsidised under this agreement.

In subsidising training and workforce development, the Tasmanian Government expects all RTOs to deliver training outcomes that will:

- deliver real skills for real jobs
- build the capacity of Tasmanian workplaces to be sustainable and seize growth opportunities
- support jobseekers to build employability and vocational skills that will lead to brighter employment futures
- ensure Tasmania's training and workforce development system is responsive, efficient and effective and
- align with Tasmanian Government Priorities for Training and Workforce Development.

These Obligations are minimum standards and it is expected that high performing RTOs will exceed them. Unless otherwise specified in the relevant schedule of Purchase Programs these Obligations apply to all Skills Tasmania's skills acquisition and workforce development programs. This includes existing and future programs, including User Choice, Skills Equip and the Skills Fund programs.

They are designed to set out the expectations in relation to the services RTOs deliver when they receive funding from the Tasmanian Government. They complement the Standards for NVR Registered Training Organisations. As they are minimum Obligations, they do not preclude RTOs from providing services in excess of the Obligations and this is encouraged.

Where a Requirement does not apply to all programs, it is detailed in the "General Statement" regarding that standard. For the purpose of interpreting the Obligations, where training is being delivered to an apprentice or trainee under User Choice arrangements the term "Client" has the same meaning as defined in the National User Choice principles endorsed by ANTA Ministerial Council in 1997; i.e. the employer and apprentice/trainee acting together.

## **Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through Contestable Programs**

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In other cases its meaning will be determined by the relevant program or stream of that program as applicable. For example, if a program designates an “employer stream” the client may be the enterprise, the employee or both; in job seeker streams it may be the learner, a jobs network service provider or both.

Where the term “learner” is used, it includes students, apprentices and trainees.

**Service Obligation 1 - Fees and Charges**

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**General Statement:**

The Tasmanian Government invests in subsidies for training and workforce development activities to develop the skills that will drive growth for the State. Building a skilled and productive workforce is a shared responsibility for Government, industry, employers, RTOs and individuals, and fees and charges may be applied to training and workforce development subsidised under the Skills Tasmania Agreement.

The purpose of this Service Obligation is to establish a minimum service level for the levying and management of fees and charges applying to learners or their employer for training and assessment services delivered under this agreement. This includes Contributions by Program Participants<sup>2</sup> and Learner (Student) Service Fees as follows:

**Contributions by Program Participants**

Where the program guidelines or tender specification of a program requires the industry, enterprises or participant accessing training under the program to make a cash contribution of a percentage of the agreed price listed in the Schedule of Purchased Programs the contribution rate will be reflected in the Schedule.

When so specified, the collection of the program participant contribution is mandatory and no enrolments under the nominated program are to be accepted by the RTO without it being paid. This provision does not preclude the RTO collecting the Program Participant Contribution in instalments.

It is the RTO's responsibility to collect and account for the Program Participant Contribution and it must retain evidence in its records that it has done so. These may be required to be produced by the RTO for examination as part of any contract compliance audit.

If a Program Participant Contribution is not specified for a program, and the program guidelines specify that the agreed price, as listed in the Schedule of Purchased Programs, is for the full delivery of the qualification (including any resources and materials required to complete the qualification) then individuals undertaking training under these programs are not to be charged any fees for undertaking the specified training.

**Learner (Student) Service Fees**

Learner (Student) service fees are tuition fees which are:

- levied by the RTO directly on the learner and
- not a reimbursement of the cost of materials, excursions or other costs associated with the delivery of training and assessment.

And such fees are:

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<sup>2</sup> This includes contributions made by a participant, such as employers and other partners and not including learners, under a specific program.

## Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through Contestable Programs

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- not mandated by particular Skills Tasmania program guidelines, or
- prohibited by particular Skills Tasmania program guidelines as outlined above.

The collection of learner service fees, unless specified in Schedule of Purchased Programs of this agreement, is not mandatory. Deductions from subsidy payments will not be made by Skills Tasmania if the RTO chooses to charge Learner (Student) service fees.

However, if the RTO chooses to charge Learner (Student) service fees, the RTO is required to comply with the Learner (Student) Service Fee Exemption Categories, as listed below, and to maintain records relating to exemptions.

### **Learner (Student) Service Fee Exemption Categories**

This fee concession policy applies to all publicly funded vocational education and training provided by RTOs in Tasmania.

The policy applies only to Learner (Student) service fees and not to other charges which a provider may impose, such as administration fees, materials levies or additional fees such as license costs, course booklets, etc.

Participants are exempted from Learner (Student) service fees if they fit into one of the following categories:

#### **1. People in receipt of one of the following benefits:**

Pensioner Concession  
Veterans' Affairs Concession  
Sickness Allowance  
Newstart  
Special Benefit  
Family Tax Benefit (at maximum rate)  
Youth Allowance  
Carer Pension  
Disability Support Pension  
Mature Age Allowance  
Partner Allowance  
Parenting Payment Single  
Parenting Payment Partnered  
Widow Allowance  
ABSTUDY  
Austudy (study allowance for fulltime participants over 25 years of age)  
Drought Relief  
Foster Care Participants

#### **2. Dependents of people in receipt of any of the above benefits**

#### **3. People who are inmates of a custodial institution**

#### **4. People enrolled in one of the following fee-exempt, publicly funded programs:**

Courses designed to provide foundation skills or to prepare participants for further study

Courses delivered specifically for Aboriginal and Torres Strait Islander peoples

Australian Apprenticeship Access Program

Adult Migrants English Program (AMEP)

**5. People experiencing extreme financial hardship**

This exemption is to be applied at the discretion of the RTO.

Women's Access Programs

VET in Schools Programs for enrolled school participants

Literacy and numeracy courses

Certificate I in General Education for Adults.

**Service Requirements:**

Prior to commencement of delivery of training and assessment, all learners, and employers where applicable, in the case of programs targeted at existing workers as defined in Clause 3.5.1 of Schedule 2 of this agreement, the employer, must be provided with:

- 1.1 a clear statement of any fees and charges to be levied, in relation to the structured training and assessment covered by the training plan.
- 1.2 an undertaking that no additional charges will be imposed during the period covered by the training plan must be given to all clients, and
- 1.3 details of payment options, including any installment payment plan.

**Performance Criteria:**

- Fees and charges policy and procedures are consistent with the requirements of this Obligation.
- Payment options and exemptions policies are published on the RTO web site and provided to learners and employers prior to enrolment.

**Evidence Guide:**

- Documented procedures for the application of fees and levies are in place, applied and available to all relevant staff.
- Published policies relating to fees and charges, payment plans and exemptions are available on request and prior to enrolment or commencement of the program.

## **Service Obligation 2 - Rights of Clients**

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### **General Statement:**

Developing real skills for real jobs requires knowing what is required by Tasmanian enterprises and connecting Tasmanians with the opportunities on offer. It is vital that every individual is empowered and supported to make choices leading to good job outcomes.

The purpose of this Service Obligation is to ensure that clients are aware of their rights prior to enrolment. It is intended to complement the requirements of the *Standards for NVR Registered Training Organisations*.

### **Service Requirements:**

- 2.1 The RTO must provide clients with a statement of their rights, that is, that the aspects of training and assessment open to negotiation are:
  - selection, content and sequencing of units of competency
  - timing, location and training and assessment methodology
  - trainer/facilitator
- 2.2 The RTO must clearly outline what options are available to learners and/or employers, including additional charges for:
  - customisation; and
  - training above that required for the qualification outcome.
- 2.3 The RTO must make clear which options it can provide or what alternative delivery options it can arrange.

### **Performance Criteria**

- learners and employers are made aware of their rights under this Obligation .
- learners and employers are made aware of the options available to them in respect of the chosen qualification.

### **Evidence Guide**

- Documented procedures for making learners and employers aware of their rights under this Obligation, arrangements are in place, applied and available to all relevant staff.
- Printed statement of rights is provided to each learner at enrolment and on request.



**Service Obligation 3 – Learner Induction and Enrolment**

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**General Statement:**

It is important to ensure that Tasmanians are gaining real skills for real jobs and to ensure that they have the capacity to successfully achieve their desired outcomes. In order to achieve this there are key factors that will need to be in place.

The purpose of this Obligation is to detail the minimum expectations for the induction of learners into training programs funded or subsidised under this agreement. The rationale for this Obligation is to ensure that learners have the capacity to achieve their desired course and/or career outcomes.

**Service Requirements:**

- 3.1 Upon receipt of a request by a potential learner, to enrol in a program funded or subsidised under this agreement with the RTO, the RTO will:
  - a. Assess the intending learner's eligibility to access subsidised training and their entitlement/non entitlement status
  - b. Where the intending learner is a job seeker, as defined in Clause 3.5.2 of Schedule 2, discuss with the intending learner the learner's career aspirations and ascertain their suitability for employment in their chosen career. (Where relevant and appropriate this could be done in consultation with representatives of local employers or relevant JSA.)
  - c. Discuss course options with all intending learners and entry and confirm other eligibility requirements.
  - d. Determine that the learner does not require 'assessment only' Unless a program is specified as being funded to be delivered as an "assessment only" program in the Schedule of Purchased Programs learners will not be subsidised for assessment only.
  
- 3.2 Upon confirmation of the potential learner's eligibility to access a funded qualification, or skill set, prior to enrolment in the nominated qualification the RTO will:
  - a. Undertake an assessment of the Language, Literacy and Numeracy (LLN) Skills and Foundation Skills to determine if the learner has skills at an appropriate level for the qualification level and industry stream chosen by the learner
    - Where LLN and/or Foundation skills are found to be inadequate to achieve a learners stated aims, an appropriate strategy to address the shortfall is negotiated with the learner.
    - Where the RTO does not have the capacity to provide the additional assistance, it may access assistance through TasTAFE's Literacy and Numeracy team by telephoning:  
6165 6083 (South); or  
6477 7499 (North and North-West).

## **Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through Contestable Programs**

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- b. Identify potential barriers to successful completion (e.g. disability, single parent with childcare needs etc.) and options to address them are discussed with the learner. If necessary, the RTO will refer the learner to relevant and appropriate support services.

### **Performance Criteria**

- RTO completes Learner induction as described in this Obligation
- Intending learner's career aspirations are ascertained
- LLN and Foundation Skills are assessed and learner's needs addressed through support strategies when identified
- Other support needs are identified and accessed as appropriate.

### **Evidence Guide**

- Interview and assessment outcomes are documented and copies are retained by the RTO and the Learner and employer (where appropriate).
- Where relevant, strategies to address any assessed shortfall in LLN and/or Foundation skills are documented in the training plan and implemented.

**Service Obligation 4 - Training and Assessment Planning**

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**General Statement:**

The quality of training is vitally important to Tasmanian industry. Our businesses and employers tell us that they want to access training that is suited to their workplaces, meets the current needs of Tasmanian employers but also prepares the State's workforce for future skill requirements and opportunities.

The purpose of this Obligation is to provide registered training organisations with guidance regarding the minimum expectations for the planning of the training delivery and assessment for the learner. In the case of apprentices and trainees, this must also be negotiated with the employer. The rationale of this Obligation is to ensure that the learner is fully aware of how his/her training will be delivered and the requirements for the learner to successfully complete the chosen qualification; and where enterprise based, the skills development needs of the enterprise.

This will be undertaken during the learner's induction and must be completed no later than:

- in the case of apprentices and trainees, three months from the registration of the training contract,
- in all other cases, three months after commencement of training.

**Service Requirements**

4.1 Prior to the commencement of formal training and assessment activities, a training plan is negotiated with the Learner. As a minimum it must include:

- a. the qualification title and National Code
- b. a list of all the units of competency to be completed to satisfy the requirements of the qualification, both core and elective
- c. provision for recording where either national recognition, credit transfer or RPL has been granted for particular units
- d. support services to be provided, including additional LLN or foundation skills support (if required)
- e. dates and times for training and assessment for each unit or group of units (which should be negotiated and amended as required and agreed by the learner and RTO)
- f. if other than the RTO's premises, the site where both training and assessment will occur for each unit of competency or group of units;
- g. the primary resources required for training and assessment for each unit or group of units (e.g. specific equipment and where this is located)
- h. the name of the responsible person for training and assessment for each unit or group of units
- i. the specific methodology to be used for training and assessment for each unit or group of units (as negotiated by the apprentice/trainee, employer and RTO)
- j. negotiated review and feedback arrangements between the RTO, learner and, where relevant, the employer, which includes the methodology and

timeframes for providing feedback regarding progress and participation and dates for review of the training plan)

- k. signatures of the Learner, where relevant, the employer and the RTO's representative.

4.2 For learners, other than apprentices and trainees, during each year of training, the training plan and the learner's progress is to be periodically reviewed with the learner and, where relevant, the employer and any changes to the plan are to be documented; for apprentices and trainees, this will be a minimum of three times in each year of training.

**Performance Criteria**

- A training plan, consistent with this Obligation, is developed in accordance with the requirements of this Obligation.
- The learner's progress is reviewed and documented, including any planned changes to the plan.

**Evidence Guide**

- Documented procedures for the development of training plans are in place, applied and available to all relevant staff.
- A documented training plan, signed by the RTO, the learner and, where relevant, the employer, is available.
- Reviews are recorded.

**Service Obligation 5 - Delivery of Structured Training and Assessment**

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**General Statement**

The training and assessment offered by registered training organisations (RTOs) should support the Government's Priorities for the training and workforce development system. In particular, that training and assessment activities funded or subsidised under this agreement should deliver quality outcomes that result in increased employability for individuals and support for employers to grow the most adaptive and skilled workforce.

The purpose of this Service Obligation is to establish a minimum service level for the delivery of structured training and assessment services to learners and their employers where applicable.

**Service Requirements**

- 5.1 Deliver the training and assessment services in accordance with the relevant training packages requirements and consistent with the training and assessment methodologies documented in the RTO's approved tender or subsidy application and the individual learner's negotiated training plan.
- 5.2 Identified additional support, including LLN and foundation skills training is provided in accordance with the training plan.
- 5.3 Where relevant, provide vocational placements consistent with the provisions of Part 3, Division 2 of the *Training and Workforce Development Act 2013*. This includes the provision of support to the learner and employers during the vocational placement of at least one physical visit by the RTO to the workplace during the term of the placement.
- 5.4 The Act defines a vocational placement as having all the following characteristics:
  - Must be subject of an agreement between the employer, the RTO, and with the approval of any relevant registered employee organisation;
  - Must be for a period less than 240 hours in a 12 month period, at a work place;
  - Must not involve any remuneration paid to the learner; and
  - A placement which the employer may provide for persons undertaking the training required for a qualification with a registered training organisation.
- 5.5 The RTO must be able to demonstrate to Skills Tasmania that the learner is being sufficiently supported in line with that learner's identified needs and requests, where those requests are reasonable and required to allow the learner to complete the qualification in which they are enrolled.
- 5.6 As a minimum, each workplace support contact must include:
  - a. discussion regarding the learner's progress,
  - b. the level of skill development being achieved in the workplace by the learner,
  - c. the nature of tasks being undertaken on the job and the relationship of these tasks to the qualification requirements, and
  - d. any training and assessment resource requirements of the employer.

## **Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through Contestable Programs**

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5.7. In the case of training delivered under an apprenticeship or traineeship arrangement the RTO must provide workplace support to the client (both the employer and the apprentice/trainee) a minimum of three (3) times per year.

5.8 The provision of this workplace support must consist of at least one annual physical visit by the RTO to the client's workplace.

The remaining minimum two workplace contact sessions provided must be appropriate to the identified needs of the client, using a method that suits the client's needs and has been agreed by the client.

This can range from physically attending the workplace to conducting support sessions via audio/audio-visual means such as phone, Skype or other suitable technology.

5.9 The RTO must conduct all workplace contacts by physically visiting the workplace where the client requests that this occur or where it has been identified that client requires additional support services that can only effectively be provided via a physical visit.

5.10 The RTO must be able to demonstrate to the State Training Authority that the client is being sufficiently supported in line with that client's identified needs and requests, where those requests are reasonable and required to allow the apprentice/trainee to complete the qualification in which they are enrolled.

5.11 As a minimum, each workplace support contact must include discussion regarding the apprentice/trainee's progress, both on and off-the-job; the level of skill development being achieved in the workplace by the apprentice/trainee; the nature of tasks being undertaken on the job and the relationship of these tasks to the qualification requirements and any training and assessment resource requirements of the client.

### **Performance Criteria**

- Training and assessment services are provided in accordance with the requirements of the training plan.
- Appropriate support in line with the identified needs of the client is provided to the learner and/or employer.
- Training and assessment is monitored and reviewed with the learner and/or employer.
- Additional literacy, numeracy or study skills support is accessed or provided when the need has been identified.

### **Evidence Guide**

- Documented procedures for the delivery, monitoring and review of training and assessment, including the training plan, are in place and available to all relevant staff.
- Copies of completed training and assessment records are available.
- Vocational Placement agreement in place (where relevant)

**Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through  
Contestable Programs**

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- Workplace contacts are fully documented and available.
- Reviews are documented and implemented.
- Arrangements for the provision of additional support are documented.

## Service Obligation 6 - Final Assessment

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### General Statement:

***This Obligation only applies to training delivered to persons signed into a training contract as apprentices or trainees.***

The purpose of this Obligation is to facilitate RTOs meeting their obligations under the *Training and Workforce Development Act 2013* and the Tasmanian Traineeships and Apprenticeships Committee (TTAC) policies and guidelines and these Service Obligations.

The qualification must be issued in accordance with the requirements of Part 4, Division 1, and clause 55 of the *National Vocational Education and Training Regulator Act 2011*.

This means that when the apprentice or trainee can apply their knowledge and skills in the workplace to the standards developed and agreed by industry and as assessed by the RTO, they will have successfully completed the requirements of their training contract and which will be completed irrespective of the contract's nominal completion date<sup>3</sup> in accordance with Guideline 10 of the TTAC Policies.

RTOs are required to maintain on-going contact with employers about apprentice or trainee progress during the term of the training contract and to inform the employer of the intention to undertake final assessments before the assessments are made. Any dispute regarding assessments should be pursued through the RTO's grievance procedures. Unresolved concerns about completion may be referred to TTAC.

### Service Requirements:

Where the training plan negotiated by the RTO with the client specifies:

- holistic assessment, incorporating the assessment of multiple units of competency;
- or
- sequential assessment of individual units of competence, as they are completed;
- or
- the undertaking of a summative or keystone assessment;

and the planned assessment task is the final assessment task which will establish the apprentice/trainee's competence to the industry standard and lead to the issuing of the qualification, the RTO will:

- 6.1 undertake a final review of the apprentice or trainee's progress<sup>4</sup> with the employer and the apprentice or trainee.

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<sup>3</sup> Where an apprentice or trainee has not achieved competence within the nominal term, TTAC's Policy 2 - Extension of a Training contract will continue to apply. Skills Tasmania will follow up cases where the nominal date has been reached and no application for extension has been received.

<sup>4</sup> Service Standard A.3 requires the RTO to undertake periodic reviews of the apprentice or trainee's progress jointly with the employer.



## **Schedule 2:1 Purchasing Arrangements for Training Delivery funded or subsidised through Contestable Programs**

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- 6.2 advise the employer and apprentice/trainee, in writing, of its intention to undertake the final assessment task at least 21 days prior to the planned date of that assessment.
- 6.3 inform the employer and apprentice/trainee of its grievance procedure at the time of giving the notice specified in C.2 above.
- 6.4 ensure that the assessment result is consistent with and does not undermine the integrity of the qualification or any other requirements to practice the occupation in the industry to which the qualification relates.
- 6.5 notify TTAC within 14 days of the date on which the apprentice/trainee was assessed as competent<sup>5</sup>.
- 6.6 where an apprentice/trainee has not reached the appropriate level of competency for the issue of the qualification within the nominal duration of the training contract, the RTO must notify Skills Tasmania as soon as it becomes aware of the situation.

### **Performance Criteria**

- Final assessment services are provided in accordance with the requirements of the Training Package or course curriculum and the negotiated training plan.
- On-going communication about the apprentice/trainee's progress is maintained with the employer and the apprentice/trainee.
- Appropriate support is provided to the client.
- TTAC is notified within the nominated timeframe.
- Disputed assessments are resolved effectively utilising the RTO's grievance procedures.
- Extensions of training contracts are applied for in a timely manner.

### **Evidence Guide**

- Documented procedures for the delivery, monitoring and review of training and assessment are in place and available to all relevant staff.
- Training plans provide for on-going communication with employers and apprentices/trainees.
- Copies of completed workplace training records are in place.
- Workplace contacts are documented.
- Reviews are documented and implemented.
- Arrangements for the provision of additional support are documented.

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<sup>5</sup> In accordance with the TTAC policies and guidelines, this date is deemed the completion date.

**Service Obligation 7 - Change of RTO**

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**General Statement:**

Training subsidies are purposeful commitments by the Tasmanian Government to improve the State's workforce and support working-aged Tasmanians to build a better life for themselves. There are times when arrangements for a learner with one RTO will need to be transferred to another RTO.

The purpose of this standard is to facilitate an effective transfer of a learner from one RTO (the Relinquishing RTO) to another (the Receiving RTO) in the event a learner transfers, from one RTO to another, while undertaking training in a program funded under this agreement. The Obligation applies to transfers at any stage of a learner's training.

An employer or a learner (depending on the type of program; e.g. existing worker sponsored by an employer or a job-seeker or career changer) may choose to change registered training organisations (RTO) during their course for a number of reasons. However, Skills Tasmania will only fund the new RTO for the minimum number of units of competency required to be completed to equal the minimum number required for the qualification or the maximum funded under the program where the program is for a skill set or a selection of a maximum number of units of competence chosen from a range.

**Service Requirements:**

**7.1 The Relinquishing RTO**

The relinquishing RTO will:

- ensure all training and assessment records (including the training plan) are completed and provide copies to the receiving RTO, the learner and where relevant, the employer within fourteen (14) calendar days of receipt of notification from the receiving RTO that it has accepted the enrolment of the learner;
- upon request provide Skills Tasmania with a list of the units of competency for which it holds a valid enrolment (for the purposes of this standard, valid enrolment have the same meaning as for AVETMISS reporting purposes).
- transfer any unexpended funds it may be holding to the Receiving RTO; this includes funds received from Skills Tasmania and any Program Participant Contributions.

**7.2 The Receiving RTO**

The receiving RTO will:

- notify the relinquishing RTO and Skills Tasmania that it has accepted the enrolment of the learner within seven (7) calendar days of accepting the enrolment;
- where applicable, negotiate with the relinquishing RTO the transfer of any unexpended funds it has received in relation to the provision of training and

assessment services to the learner; this includes funds received from Skills Tasmania and any Program Participant Contributions.

### **7.3 Dispute Resolution/Non Compliance**

The following will apply in cases where a dispute arises over the transfer of a learner between RTOs or there is a non-compliance with this Obligation.

- In the event that the transfer of RTO is proposed as a result of a dispute between the employer or learner and the relinquishing RTO, it is expected that every effort will be made to resolve these issues using the RTO's internal grievance procedure.
- In the event Skills Tasmania receives formal written notification of a dispute or non-compliance, Skills Tasmania reserves the right to defer further payments to the RTO in dispute or non-compliance, until such time as the matter is satisfactorily resolved. Such resolution to be in accordance with clause 23 of the Obligation Terms and Conditions for the Purchase of Vocational Education and Training.

#### **Performance Criteria**

- The RTO manages the transfer of learners in a accordance with this Obligation.

#### **Evidence Guide**

- Documented procedures for managing the transfer of learners between RTOs are in place and made known to staff.
- Documents effecting transfers in accordance with documented procedures are available.

**Service Obligation 8 - Cessation of Program / Decision not to Proceed Prior to  
Commencement of Delivery**

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**General Statement:**

In order for the benefits of training to be delivered efficiently and effectively to industry and employers, the Tasmanian training and workforce development system needs to be responsive to unexpected events.

The purpose of this Obligation is to facilitate the redirection of unexpended funds allocated to a RTO, if, prior to commencement of delivery, the RTO determines that it will not or is unable to deliver the contracted services.

This Obligation seeks to maximise the efficient and effective use of funds available to the program to which this agreement relates,

**Service Requirements:**

8.1 In the event that a Training Program, or part thereof, is abandoned or not proceeded with, the RTO is to provide written notice thereof within five business days of such abandonment or failure to proceed.

8.2 In the event the RTO has learners enrolled at the time the decision to abandon the program is made, Service Obligation 7 – Change of RTO – will apply.

**Performance Criteria:**

- The RTO provides advice to Skills Tasmania that it has abandoned a program within 5 days from deciding that it is unable to proceed with the program.

**Evidence Guide:**

- The RTO has processes in place to monitor and manage its contracts.
- Decisions to abandon a program are documented and advised to Skills Tasmania in accordance with the requirements of this Obligation.

**Part 3 - Schedule of Purchased Programs**

**Payments will be made in accordance with the purchasing arrangements contained in this Agreement and attached Schedule of Purchased Programs for all applications submitted.**

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## Revision History

Date	Version	Description
18/12/2014	1.0	2015 – 2017 Skills Tasmania Agreement