

Contract Notification

CN No.	2015-14	Date:	6 November 2015
To:	Chief Executive Officer or equivalent		
Purpose:	Contract Variation Business-critical information		
Scope:	2014-16 VET Funding Contract 2014-16 VET Funding Contract (TAFE) 2014-16 VET Funding Contract (Dual Sector)		
Subject:	Variations to 2014-16 VET Funding Contracts (Version 3.0)		

For all RTO staff

Purpose

- This Contract Notification varies all 2014-16 VET Funding Contracts (the Contract). These variations are made in accordance with Clauses 1.3(h) and 4.3(a) of the Contract.

Background

- The draft single year 2016 VET Funding Contract has recently been released. The Department is therefore making a number of variations to existing Contracts to ensure ongoing alignment, where appropriate, between all current contracts.
- A further Contract Notification will be published shortly for relevant variations to single year 2014 and 2015 VET Funding Contracts, and other Agreements from 2009 to 2013.

Main Points

- The Department has published a 'refreshed' version (Version 3.0) of the Contract in the Documents section of SVTS. The refreshed Contract incorporates all variations made in 2015 to date (refer: Contract Notifications 2015-01, 2015-06, and 2015-08). It also includes additional clarifications and improvements, and variations to enact key commitments made in the *Government's Response to the Review of Quality Assurance in Victoria's VET System*.
- Each variation is specified in the Variation Document at **Attachment 1** to this Contract Notification. Text that has been added or deleted in this Variation Document is **highlighted blue**. The refreshed Contract reflects the Variation Document, after the deletion/additional of relevant text, with new text **highlighted grey**.
- Notable contractual changes for 2016 are set out in the Fact Sheet – *2016 Variations to the 2014-16 VET Funding Contracts*, which is also published in the Documents section of SVTS.
- The three key Guidelines documents supporting the Contract have also been published on SVTS. The following listed versions replace the previous versions in their entirety:
 - 2016 Guidelines about Determining Student Eligibility and Supporting Evidence;
 - 2016 Guidelines about Fees; and
 - 2016 Guidelines about Apprenticeship/Traineeship Training Delivery.
- The new 'Victorian Training Guarantee Quality Charter', a key contract document which, amongst other things, describes the RTO's responsibilities to students, has been published in the Documents section of SVTS. The new 'VET Quality Charter' is further discussed in the fact sheet *Information for all Providers: Key features of VET Funding Contracts for 2016*.
- Subsidy amounts for training activity (new and continuing students) in 2016 have been published in the 'Funded Courses Report for 2016 activity' document in the Documents section of SVTS.

Critical Dates

- This variation is effective 1 January 2016.

Relevant Resources

- 2014-16 VET Funding Contract (Version 3.0) for each provider type
- Victorian Training Guarantee Quality Charter
- 2016 Guidelines about Determining Student Eligibility and Supporting Evidence;
- 2016 Guidelines about Fees;
- 2016 Guidelines about Apprenticeship/Traineeship Training Delivery
- Fact sheet: *2016 Variations to the 2014-16 VET Funding Contract*
- *2016 Funded Courses Report for 2016 activity*

Lee Watts

Executive Director

Training Market Operations

Variation Document – Variations to 2014-16 VET Funding Contracts (Version 3.0)

Varied text is highlighted, except where it was impractical to reproduce the full variation in this document. This document does not show renumbered clause references where the change is due to the insertion/deletion of a new/old clause. This type of renumbering is reflected in the refreshed version of the relevant contract.

Contract section	Topic	Clause	Variation	Nature of variation
Table of Contents	New	Item 12	12. Complaints Handling	New
Definitions	Definitions	1.1 Definitions	<p>Amount of Training means the amount of training as described in Standard 1 of the National RTO Standards and the Users' Guide to the Standards for Registered Training Organisations (RTOs) 2015.</p> <p>AQF means the Australian Qualifications Framework or its successor.</p> <p>Duration means the period from the Course Commencement Date until the Program Supervised Teaching Activity Completion Date, being a measure of the length of time that a student is engaged in training and assessment from the student's perspective.</p> <p>Funded Courses Report means a report issued and approved by the Department and includes educational and accredited vocational training courses; this does not include higher education courses. The Department may add or remove courses from, or otherwise vary, the Funded Courses Report is subject to variation at any time.</p> <p>Intensity means the number of Program Unique Supervised Hours divided by the Duration for a course or qualification, being a measure of the concentration of training and assessment delivered from the student's perspective.</p> <p>Material Breach means...</p> <ul style="list-style-type: none"> a) iv) specific requirements for all Training Services including the requirements for the provision of the Training Services at Clause 4.1 and 4.2, Pre-Training Review, Training Plan, and Evidence of Eligibility, Evidence of Concession/Waiver/Exemption, Evidence of Participation, in relation to each Eligible Individual; ... d) breaching clause 3.3(d); e) using a subcontractor in breach of any part of Clause 5; f) failing to accurately report data in accordance with Clause 11.4 of Schedule 1; and ... <p>National RTO Standards means the Standards for Registered Training Organisations (RTOs) 2015 and its User Guide, or their successor.</p> <p>Performance Indicators means the performance indicators set out at Clause 11 of</p>	New definitions. Additions/deletions for clarity

~~Schedule 1 of this VET Funding Contract.~~

Pre-Training Review means the process undertaken between the RTO and the prospective student to determine the most suitable and appropriate training for the Eligible Individual as described in Clause 4 of Schedule 1.

Quality Charter means the *Victorian Training Guarantee Quality Charter*, or its successor.

Regulatory Standards means:

- a) the AQF;
- b) the SNR or the AQTF;
- c) any other guidance issued from time to time by the relevant regulator VRQA or ASQA pursuant to their relevant standards.

Register of Trainers and Assessors means the register required to be established and maintained under Clause 11.9 of Schedule 1.

~~**SNR** means Standards for National VET Regulator (NVR) Registered Training Organisations.~~

Statement of Expectations means the *Statement of Expectations: Principles and obligations for government contracted training providers in Victoria*, or its successor released 19 April 2013.

Statement of Fees means a detailed quote for each Eligible Individual, which sets out information required in the SNR National RTO Standards and includes the approximate value of the contribution from government towards the qualification(s) in which the Eligible Individual is considering enrolment.

Student Tuition Fee Contribution Report means the sections of the Funded Courses Report that a report issued and approved by the Department and include the maximum hourly rate the Department will pay for Fee Concession Contributions; and the hourly rate the Department will pay for Fee Waiver/Exemption Contributions. The Student Tuition Fee Contribution Report is subject to variation as directed by the Department at any time.

Training and Assessment Approved Provider List means a list of RTOs approved by the Department, or authorised delegate, to deliver courses or qualifications on the Training and Assessment Course List which are funded by the Department.

Training and Assessment Course List means the specific list of trainer and assessor courses, qualifications and skillsets issued by the Department from time to time.

Training and Assessment Strategy (TAS) means the document or documents created by the RTO which detail the RTO's plan to deliver training and assessment of a particular course, and for each cohort within that particular course as described in Clause 6 of Schedule 1.

Training Plan means the specific document created by the RTO for each Eligible Individual which communicates the Eligible Individual's enrolment, expected hours of engagement (also referred to as the Program Unique Supervised Hours) and all other

			<p>requirements detailed in Clause 6 of Schedule 1 of this VET Funding Contract.</p> <p>Victorian Skills Gateway means the Department's website for vocational training in Victoria, or its successor.</p> <p>Volume of Learning means the Volume and Learning as described in the Australian Qualifications Framework.</p> <p>VTG Teacher means an individual who is a trainer and assessor and:</p> <ul style="list-style-type: none"> d) is employed : <ul style="list-style-type: none"> i) directly by the RTO; ii) engaged by the RTO as a sole trader; or iii) engaged by the RTO through a subcontracting arrangement which meets the conditions of Clause 5 of this VET Funding Contract; e) is listed on an RTO's Register of Trainers and Assessors; and f) has a qualification that meets the requirements referred to in Clause 4.12. 	
Definitions	Insolvency Event definition for '2014-16 VET Funding Contract (TAFE)' and '2014-16 VET Funding Contract (Dual Sector)' <u>only</u>	1.1 Definitions in '2014-16 VET Funding Contract (TAFE)' <u>only</u>	<p>This new definition 'Insolvency Event' ONLY APPLIES TO THE '2014-16 VET Funding Contract (TAFE)' only. The definition of 'Insolvency Event' in the '2016-16 VET Funding Contract' as applicable to all non-TAFE RTOs (ie those holding a '2014-16 VET Funding Contract' or '2014-16 VET Funding Contract (Dual Sector)') is <u>unchanged</u>.</p> <p>Insolvency Event, as relevant to clauses 3.3 e) i) A. and 3.3 e) iii) A., means:</p> <ul style="list-style-type: none"> a) any change in the direct or indirect beneficial ownership or control of the party which was not subject to the Department's prior written approval; b) the party disposed of the whole or any part of its assets, operations or business other than in the ordinary course of business; c) the party ceased to carry on business; d) an order was made by a Court of competent jurisdiction for the winding up or dissolution of the party; e) any step was taken to appoint a receiver, receiver and manager, trustee in bankruptcy or similar officer over all or any of the assets or undertakings of the party and was not discontinued or withdrawn within five (5) Business Days; f) any step was taken by a mortgagee to take possession either directly or by an agent over all or any of the assets, operations, or undertakings of the party and was not discontinued or withdrawn within five (5) Business Days; g) any step was taken to appoint a liquidator or provisional liquidator and 	New Definition – only applicable to '2014-16 VET Funding Contract (TAFE) .

			<p>is not discontinued or withdrawn within five (5) Business Days;</p> <p>h) any step was taken to appoint an administrator, or to enter into a deed of company arrangement;</p> <p>i) any step was taken to enter into any arrangement between the party and its creditors; or</p> <p>j) any similar step.</p>	
Interpretation	Clarification	Clause 1.2 (b)	<p>xvii) if any day for the payment of Funds under this VET Funding Contract falls on a Non-Business Day, the payment will be due on the next Business Day; and</p> <p>xviii) a reference to a breach includes a Material Breach;</p> <p>xix) a reference to course includes qualifications; and</p> <p>xx) a reference to qualification includes courses.</p>	Clarification
General	Clarification	Clause 1.3(k)	<p>k) Notwithstanding any other clause or provision in this VET Funding Contract or pursuant to this VET Funding Contract, the Department reserves the right to fund or not fund any course or qualification on the RTO's scope of registration at its absolute discretion, including by removing a course or qualification from the RTO's as applied through Funded Scope.</p>	Clarification
Act Ethically	Incentives	Clause 3.3(d)	<p>d) not pay, provide or offer, either directly or indirectly, Incentives to undertake government subsidised training, whether to an Eligible Individual or to an entity (such as an employer or social organisation); and</p>	Clarification
Act Ethically	Relevant Persons -	<p><i>This variation is for the '2014-16 VET Funding Contract' and the '2014-16 VET Funding Contract (Dual Sector)' ONLY.</i></p> <p><i>It does not apply to the '2014-16 VET Funding Contract (TAFE)'.</i></p> <p>Clause 3.3(e)</p>	<p>e) not engage, employ, contract or otherwise deal with any Relevant Person that since 1 January 2011:</p> <p>i) was party to a contract with the Department regarding government subsidised training which the Department terminated for any reason other than for a matter provided for in Clauses 18.3(f) and 18.3(g); or had a contract for government subsidised training delivery with the Department terminated prior to the expiration date on the basis of performance; or</p> <p>ii) had its registration under the Act or National Act, or relevant equivalent legislation revoked, suspended, cancelled or had restrictions imposed on its registered training organisation operations that the Department considers would have affected its ability to provide services equivalent to those under this VET Funding Contract;</p>	<p>Clarification</p> <p><i>This variation is for the '2014-16 VET Funding Contract' and the '2014-16 VET Funding Contract (Dual Sector)' ONLY.</i></p> <p><i>It does not apply to the '2014-16 VET Funding Contract (TAFE)'.</i></p>

			<p>or</p> <p>iii) was a Relevant Person at a registered training organisation which was party to a contract with the Department regarding government subsidised training which the Department terminated for any reason other than for a matter provided for in Clauses 18.3(f) and 18.3(g); or</p> <p>iv) was responsible, via their acts or omissions, for any of the matters raised in sub-clause 3.3(e) occurring to another person or entity.</p> <p>This Clause 3.3(e) does not apply to an employment or other contractual relationship with a Relevant Person where: the Commencement Date is earlier than 1 January 2015; the employment or other contractual relationship with the Relevant Person commenced earlier than 1 January 2015; and, when it commenced, it did not contravene the terms of this VET Funding Contract as they applied at that time.</p>	
Act Ethically	Relevant Persons	<p><i>This variation is for the '2014-16 VET Funding Contract (TAFE)' only.</i></p> <p><i>It does not apply to the '2014-16 VET Funding Contract' or the '2014-16 VET Funding Contract (Dual Sector)'.</i></p> <p>Clause 3.3(e)</p>	<p>e) not engage, employ, contract or otherwise deal with any Relevant Person that since 1 January 2011:</p> <p>i) was party to a contract with the Department regarding government subsidised training which the Department terminated for any reason other than:</p> <p>A. termination as a result of an Insolvency Event</p> <p>B. termination as a result of the ultimate holding company of the party (as defined in Section 9 of the Corporations Act 2001 (Cth)), ceasing to be the ultimate holding company of the party; or as a result of a change which the Department (acting reasonably) considered material in the ownership of the party; or</p> <p>had a contract for government subsidised training delivery with the Department terminated prior to the expiration date on the basis of performance; or</p> <p>ii) had its registration under the Act or National Act, or relevant equivalent legislation revoked, suspended, cancelled or had restrictions imposed on its registered training organisation operations that the Department considers would have affected its ability to provide services equivalent to those under this VET Funding Contract; or</p> <p>iii) was a Relevant Person at a registered training organisation which was party to a contract with the Department regarding government subsidised training which the Department terminated for any reason other than:</p> <p>A. termination as a result of an Insolvency Event</p> <p>B. termination as a result of the ultimate holding company of the</p>	<p>Clarification</p> <p><i>This variation is for the '2014-16 VET Funding Contract (TAFE)' only.</i></p> <p><i>It does not apply to the '2014-16 VET Funding Contract' or the '2014-16 VET Funding Contract (Dual Sector)'.</i></p>

			<p>party (as defined in Section 9 of the Corporations Act 2001 (Cth)), ceasing to be the ultimate holding company of the party; or as a result of a change which the Department (acting reasonably) considered material in the ownership of the party; or</p> <p>iv) was responsible, via their acts or omissions, for any of the matters raised in sub-clause 3.3(e) occurring to another person or entity.</p> <p>This Clause 3.3(e) does not apply to an employment or other contractual relationship with a Relevant Person where: the Commencement Date is earlier than 1 January 2015; the employment or other contractual relationship with the Relevant Person commenced earlier than 1 January 2015; and, when it commenced, it did not contravene the terms of this VET Funding Contract as they applied at that time.</p>	
Be accountable	Removal of reference to performance Indicators, and introduction of Volume of Learning, Duration and Intensity	Clause 3.4	<p>b) comply with all requirements in Schedule 1 of this VET Funding Contract, including in relation to determining eligibility, retaining Evidence of Eligibility, completing enrolments, levying and collecting tuition fees, application of tuition fee concessions and waivers, Evidence of Concession/Waiver/Exemption, Evidence of Participation, reporting against Performance Indicators and otherwise meeting the relevant specifications and performance standards;</p> <p>c) ensure that it delivers a Volume of Learning in line with recommendations in the AQF and/or the relevant Purchasing Guide or course curriculum;</p> <p>d) ensure that the Amount of Training must be in accordance with Standard 1 of the Standards for Registered Training Organisations (RTOs) 2015 and the Users' Guide to the Standards for Registered Training Organisations (RTOs) 2015, and the RTO must justify and document any deviation when it occurs;</p> <p>e) upon request, demonstrate to the Department the appropriateness of training Duration and Intensity at any time and/or as part of any audit or review conducted under Clause 10;</p>	Removal of reference to Performance Indicators and introduction of new clauses
Be accountable	Contacting Students	Clause 3.5	<p>3.5 The RTO acknowledges and agrees that the Department (or persons authorised by the Department) may from time to time contact persons in relation to whom the RTO has made a claim for Funds, for any reason the Department sees fit, including for any audit, review, investigation, monitoring, or evaluation, or to otherwise confirm and assess the RTO's compliance and performance under this VET Funding Contract.</p>	New
Provision of Training Services	Quality Charter	Clause 4.1 (New)	<p>4.1 The RTO must deliver high quality Training Services in accordance with this VET Funding Contract including but not limited to the requirements of the Quality</p>	New

			<u>Charter.</u>	
Provision of Training Services	Funded Scope	Clauses 4.2(f)	f) ensure each Eligible Individual is made aware in circumstances where they are accessing their Victorian Training Guarantee entitlement <u>how that this may impact their access to further government subsidised training.</u>	Variation
Provision of Training Services	Funded Scope	Clauses 4.4(a)	a) <u>the Department in its absolute discretion may add or remove a course or qualification from the RTO's Funded Scope;</u>	Clarification
Provision of Training Services	Use of VTG Teachers	Clause 4.5-6 (New)	<u>Training and Assessment</u> 4.5 <u>The RTO must ensure that all training and assessment is delivered by individuals who at all times meet the requirements of being a VTG Teacher.</u> 4.6 <u>The RTO must ensure it maintains sufficient Records such that the Department may determine at any time, which trainer and/or assessor was responsible for delivering each unit/module of training and assessment delivered under this VET Funding Contract.</u>	New
Provision of Training Services	Training and Assessment Approved Provider List	Clause 4.9-11 (New)	<u>Training and Assessment Approved Provider List</u> 4.9 <u>The RTO acknowledges and agrees that, in order to retain courses from the Training and Assessment Course List on its Funded Scope, it will need to participate in a process at a time to be advised by the Department and be deemed suitable for inclusion on the Training and Assessment Approved Provider List.</u> 4.10 <u>For the avoidance of doubt, the RTO will have the relevant courses removed from its Funded Scope from the applicable date, being either:</u> a) <u>the day after the application closing date for the process, if the RTO does not participate in the process; or</u> b) <u>the date specified by the Department following publication of the Training and Assessment Approved Provider List, if the RTO participates in the process but is evaluated as not meeting the required standard.</u> <u>Where this Clause 4.10 applies, the RTO will be unable to commence any students in courses from the Training and Assessment Course List under this VET Funding Contract from the applicable date.</u> 4.11 <u>The RTO acknowledges and agrees that, from the applicable date described in Clause 4.10:</u>	New

			<p>a) in order to commence Eligible Individuals in courses, qualifications, and/or skill sets that are on the Training and Assessment Course List, the RTO must be on the Training and Assessment Approved Provider List and have the relevant approval(s); and</p> <p>b) the Department may add or remove the RTO from the Training and Assessment Approved Provider List, and/or vary the RTO's approvals on the Training and Assessment Approved Provider List, at any time.</p>	
Provision of Training Services	Requirements of VTG Teachers	Clause 4.12 (New)	<p><i>Requirements for VTG Teachers</i></p> <p>4.12 The RTO acknowledges and agrees that:</p> <p>a) all trainers and assessors engaged by the RTO for the delivery of Training Services must hold relevant qualifications as required by the relevant RTO regulator; and</p> <p>b) the Department may at its absolute discretion, and from time to time, require VTG Teachers to undergo certain professional development courses or training, within a timeframe determined by the Department, and consistent with the relevant Regulatory Standards.</p>	New
Subcontracting	Pre-training review, training and assessment	Clauses 5.1-5.12	<p><i>Pre-Training Review, training and assessment</i></p> <p>5.1 The RTO may not subcontract any aspect of the Pre-Training Review.</p> <p>5.2 The RTO may subcontract training and assessment to another RTO that holds a 2014-16 current year Victorian based VET Funding Contract with the Department. In such circumstances, both the RTO and the subcontracted RTO must have the relevant Funded Scope. For the avoidance of doubt, this clause does not permit subcontracting to an RTO with a 2016 Standard VET Funding Contract or an RTO with a 2016 Restricted VET Funding Contract or an RTO with a 2016 non-Victorian VET Funding Contract.</p> <p>5.3 The RTO must notify the Department within 30 days of entering into an agreement with a subcontractor under Clause 5.2.</p> <p>5.4 The RTO may only not subcontract training and assessment to:</p> <p>a) an RTO that does not hold a current year VET Funding Contract 2014-16 VET Funding Contract; or</p> <p>b) an RTO that holds a current year non-Victorian based VET Funding Contract; and/or</p> <p>b)e) an entity that is not an RTO</p> <p>without with the prior written approval of the Department. For the avoidance of doubt, the Department has absolute discretion in approving or not approving a</p>	New and variations

			<p>request made under this Clause 5.4.</p> <p>5.5. Where an individual is engaged as a sole trader solely engaged to conduct the role of trainer or assessor then this would not represent a subcontracting arrangement as defined under this Clause 5.</p> <p>5.6. For the avoidance of doubt, a franchise, labour hire or other similar arrangement is considered to be subcontracting for the purposes of this VET Funding Contract. The RTO must have the principal line of management of trainers or assessors sourced through labour hire or similar arrangements. Where this is not clearly demonstrated, the arrangement will be considered subcontracting of training and assessment under this Clause 5 and must be approved by the Department.</p> <p>5.7 The RTO may only subcontract some or all assessment relating to Recognition of Prior Learning (RPL) if both the RTO and the subcontracted RTO are on the RPL Approved Provider List. For the avoidance of doubt, the RTO may not subcontract assessment relating to RPL to an entity that is not an RTO.</p> <p>5.8 The RTO may only subcontract some or all training and assessment relating to courses and qualifications on the Foundation Skills List (except Literacy and Numeracy Support) if both the RTO and the subcontracted RTO are on the Foundation Skills Approved Provider List. For the avoidance of doubt, the RTO may not subcontract training and assessment relating to courses and qualifications on the Foundation Skills List (except Literacy and Numeracy Support) to an entity that is not an RTO.</p> <p>5.9. The RTO may not subcontract some or all training and assessment relating to courses and qualifications on the Training and Assessment Course List.</p> <p>5.10 The RTO must ensure that each Eligible Individual who receives training and assessment under a subcontract arrangement under this Clause 5 is aware that they are enrolled with the RTO, not the subcontracted party.</p> <p>5.11 A subcontract arrangement entered into under Clauses 5.2, 5.4, 5.7, 5.8 or 5.9 must be on terms that the RTO may immediately terminate an arrangement with a relevant subcontracted RTO if the subcontracted RTO's VET Funding Contract with the Department is suspended or terminated.</p> <p>5.12. The RTO must ensure that the details of any trainers and/or assessors engaged through a subcontractor under Clauses 5.2, 5.4, 5.7 or 5.8 are included on the RTO's Trainer and Assessor Qualification Register.</p>	
Subcontracting	Pre-Training Review	Version 2.0 Clause 5.9 removed – see new Clause 5.1	<p><u>Pre-Training Review</u></p> <p>The RTO may only subcontract some or all of the Training Services pertaining to Pre-Training Review with the prior written approval of the Department. For the avoidance of doubt, the Department has absolute discretion in approving or not approving a request made under this Clause 5.9.</p>	Removal of Version 2.0 Clause 5.9 – see new Clause 5.1

Subcontracting	All subcontracting arrangements	Clause 5.13	5.13 The RTO represents and warrants to the Department that all subcontractors it will use under this VET Funding Contract have appropriate qualifications <u>and skills</u> and are suitably experienced and capable of providing Training Services as required by this VET Funding Contract.	Minor variation
Reporting	Providing reports	Clause 6.1 b)	<p>b) provide reports in accordance with Clause 11 of Schedule 1, and such other reports and information as the Department may require from time to time relating to this VET Funding Contract, the Training Services and the Funds. The RTO must:</p> <p>i) provide the reports or information by the time specified, or if no time is specified, within a reasonable period of time from the Department's request; and</p> <p>ii) if the Department requires, collect new information and create new documents in such format as the Department may specify; and</p> <p>accurate Student Statistical Reports to the Department in relation to the Training Services being provided by the RTO to Eligible Individuals, and to other students on a fee for service basis, which are compliant with Clause 11 of Schedule 1 and the Victorian VET Student Statistical Collection Guidelines;</p>	Clarification and expansion of existing obligation
Funding and Payments	Deleted Courses	Clause 7.2 b) iv)	iv) <u>an Eligible Individual that commences training in a deleted or removed course if the Eligible Individual commences prior to the date the course is removed or deleted from the National Register;</u>	New
Accounts and Records	National RTO Standards	Clause 9.1	9.1 If there is any inconsistency between the obligations of the RTO with respect to Records and Recordkeeping in this Clause 9 and any obligations in the AQTF and/or the VET Quality Framework including the <u>National RTO Standards SNR</u> as applicable, the obligations in the AQTF and/or the VET Quality Framework including the <u>National RTO Standards SNR</u> as applicable, will apply to the extent of the inconsistency.	Clarification
Accounts and Records	Documents requested by the Department	Clause 9.10 c)	c) upon request by the Department, make available to the Department for inspection at a location in Victoria specified by the Department during the RTO's business hours, all <u>Records, and any other documents books, documents or other records</u> in its possession, control or power relating to or otherwise used or held by the RTO in connection with the Funds or the Training Services or to determine the quality of the Training Services, including copies of any reports or information required by the Department pursuant to Clause 6.1c the Funds or the Training Services;	Clarification of existing obligation
Accounts and Records	Quality training delivery	Clause 9.10(e) iii)	iii) evidence that the training and assessment provided was appropriate <u>and of high quality</u> as defined at <u>Clause 4.1 and the Quality Charter Clause 4.1(a)(i)</u> and meets the requirements set out at subclauses 3.1(d) and (e); <u>and</u>	Variation

Accounts and Records	Reporting and documenting fees	Clause 9.10(e) iv)	iv) evidence that the RTO has received any and all fees from Eligible Individuals that the RTO reported via the SVTS as having received, and copies of any invoices, or statements provided to the Eligible Individuals, and bank generated transaction statements of the RTO's accounts into which the fees were paid or received, such that the Department can confirm that the RTO received the fee for which each Eligible Individual was invoiced	New
Accounts and Records	Documents requested by the Department	Clause 9.10(f)	f) comply with all laws and standards applicable to the RTO relating to Recordkeeping, including the recordkeeping requirements outlined in the AQTF and/or the VET Quality Framework including the National RTO Standards SNR, Information Privacy Act 2000, and the Electronic Transactions (Victoria) Act 2000;	Clarification
Accounts and Records	Provision of documents in a reasonable time	Clause 9.11	9.11 If the RTO is required or requested for the purpose of either Clause 9 or Clause 10 to make available or provide any information, Record or other document (the information), and the RTO fails to do so within a reasonable time, or where relevant, by the specified time, then the information will be deemed not to exist, and for the purpose of this VET Funding Contract any activity that that information would have evidenced will be deemed not to have occurred or been carried out, and the Department may exercise all rights available to it on that basis.	New
Audit or Review	Quality Reviews	Clause 10.1(c-d)	c) to investigate allegations or suspected misuse of the Funds; and/or d) to determine the extent to which the Training Services delivered by the RTO are of high quality; and/or	New
Audit or Review	Participating in an audit or review	Clause 10.2 (c)	c) participate in, and assist with, and not prevent or unreasonably delay any audit or review:	Variation
Complaints Handling	Complaints handling mechanism	New Clause 12	12. COMPLAINTS HANDLING 12.1. The RTO acknowledges and agrees that it will respond to and co-operate in good faith with any complaints handling mechanism or process established by the Department from time to time, for the purpose of resolving student complaints or other issues in relation to the RTO's delivery of Training Services.	New
Enforcement	Power to suspend payment or cancel entitlement to funds	Clause 17.2 (b)-(c)	b) withhold, or suspend, cancel or terminate payment of any part of the Funds as the Department determines is appropriate until the Department is satisfied that the issue has been satisfactorily resolved; c) cancel the RTO's entitlement to any part or all of the Funds paid to or claimed by the RTO;	Clarification

Termination Rights	Termination power	Clause 18.3	18.3 The Department may at its absolute discretion terminate this VET Funding Contract immediately by written notice to the RTO if:	Clarification
Purpose	List of Obligations	Schedule 1, Purpose – Part A 5 and 6	5 Tuition and other fees 6 Training and assessment Plan requirements	Clarification
Promotional Materials, Website and other Communications	Publication of website	Schedule 1, Clause 1.3	1.3 The RTO must publish on its website a copy of its most recent Quality Indicators (or its successor). Indicators relating to the previous calendar year must be published within one (1) month of the Commencement Date. Indicators relating to the current calendar year must be published by 31 July of each calendar year into which the Term extends. The Department does not require RTOs to publish the Competency Completion Report on its website as part of this requirement. The following Explanatory Notes must be published with the Indicators For the Learner Engagement and Employer Satisfaction Surveys: 'These indicators are based on a survey of [number] students (and if applicable) and [number] employers. This sample represents [percentage] per cent of this organisation's training delivery in the [201X] calendar year. The students (if applicable) and employers surveyed for these indicators were selected by this organisation in accordance with national guidelines.' ; a) For the Competency Completions Reports: 'Competency completions, in this case, are a measure of volume'.	Removal of obligation
Promotional Materials, Website and other Communications	RTO Profile of Victorian Skills Gateway	Schedule 1, Clause 1.6	1.6 The RTO must register for, and maintain an up to date profile on the Department's Skills Gateway or its successor.	New
VTG Eligibility Criteria	Additional Apprentice/Trainee Eligibility Requirements	Schedule 1, Clause 2.9 web reference	http://www.vrqa.vic.gov.au/apprtrain/Pages/schemes.aspx http://www.education.vic.gov.au/training/providers/rto/Pages/schemes.aspx	Changed web address
Evidence of Eligibility for the Victorian Training Guarantee	Retention of evidence	Schedule 1, Clause 3.1 and 3.3	3.1 Relevant evidence, being an original or Certified Copy, is to be sighted by the RTO and a copy of the relevant evidence retained for each Eligible Individual, prior to commencement in training, in accordance with the <i>Guidelines about Determining Student Eligibility and Supporting Evidence</i> . 3.2 The evidence described in the Guidelines about Determining Student Eligibility and Supporting Evidence must be recorded in the form prescribed by the Department or in a form which records the exact information as the form prescribed by the Department and must be made available to the Department (or persons authorised by the Department) for audit or review purposes. 3.3 Prior to enrolling a student under the age of 17, the RTO must sight a	Clarification and expansion of existing obligation, incorporation of requirements of CN 2015-01

			Transition from School Form authorising an exemption from school enrolment that has been signed by the student's school principal (only in instances where the student has completed year 10) or signed by a Department of Education and Training Regional Director.	
Application and Enrolment Requirements		Schedule 1, Clause 4.1	4.1 The RTO must inform the Eligible Individual that the enrolment is under the Victorian Training Guarantee and must explain to the Eligible Individual how their enrolment will may impact their access to further government subsidised training.	Variation
Application and Enrolment Requirements	Pre-Training Review	Schedule 1, Clause 4.6	4.6 For each Eligible Individual, the RTO must conduct a Pre-Training Review of current competencies including literacy and numeracy skills prior to enrolment commencement in training. The Pre-Training Review must: <ul style="list-style-type: none"> a) identify any competencies previously acquired (Recognition of Prior Learning (RPL), Recognition of Current Competency (RCC) or Credit Transfer); b) ascertain the most suitable (as defined in the Quality Charter and at Clause 4.2(a)(i) of this VET Funding Contract) qualification for that student to enrol in, based on the individual's existing educational attainment, capabilities, aspirations and interests and with due consideration of the likely job outcomes from the development of new competencies and skills; and c) ascertain that the proposed learning strategies and materials are appropriate for that individual. 	Variation
Application and Enrolment Requirements	Pre-Training Review	Schedule 1, Clause 4.10	4.10 The Pre-Training Review must be completed, and the outcomes known and documented, prior to the student's enrolment commencing training .	Variation
Tuition and Other Fees		Schedule 1, Clause 5	5. Tuition and Other Fees	Clarification
Training and Assessment	Requirements relating to Training and Assessment	Schedule 1, Clause 6, 6.1 - 6.3, plus header above 6.4	6. Training and Assessment Plan Requirements Training and Assessment Strategy 6.1 For the purposes of training and assessment under the VTG, the RTO must have a Training and Assessment Strategy consistent with Standard 1 of the National RTO Standards and the Users' Guide to the Standards for Registered Training Organisations (RTOs) 2015. This includes having a Training and Assessment Strategy for each course, and for each cohort within a particular course, that meets the requirements of the relevant training package or curriculum materials. 6.2 If the Training and Assessment Strategy for a course or individual cohort	New

			<p>undertaking a course is structured so as to be completed in a shorter time period than the minimum described in the Australian Qualifications Framework, the RTO must justify and document within the Training and Assessment strategy, using a rationale based on the previous skills and knowledge and the needs of learners, how a specific learner cohort:</p> <p>a) has the characteristics to achieve the required rigour and depth of training, and</p> <p>b) can meet all of the competency requirements in a shorter timeframe.</p> <p>6.3 The Training and Assessment Strategy documentation must be made available as part of any audit or review conducted under Clause 10, and/or at any other time upon the request of the Department.</p> <p>Training Plan Requirements fFor all Eligible Individuals</p>	
Training and Assessment	Training Plan Requirements for all Eligible Individuals	Schedule 1, Clause 6.5 (d)	<p>d) scheduled hours for competencies to be obtained, including:</p> <p>i) the Program Unique Supervised Hours as timetabled for the Program; and</p> <p>ii) the Program Supervised Teaching Activity Completion Date;</p>	New inclusions
Training and Assessment	Training Plan Requirements for all Eligible Individuals	Schedule 1, Clauses 6.11 - 12	<p>6.11 The RTO must ensure that each Eligible Individual's Training Plan aligns with the relevant TAS and any variation is documented and justified in the Training Plan.</p> <p>6.12 The RTO must ensure that all Training Services are delivered in accordance with the relevant Training Plan and TAS.</p>	New
Further Training Plan Requirements for Apprentices/Trainees	Web Location of Victorian Purchasing Guides	Schedule 1, Clause 6.22	<p>6.22 Victorian Purchasing Guides and sample training plans are available at: http://www.education.vic.gov.au/training/providers/rto/Pages/purchasingguides.aspx http://trainingsupport.skills.vic.gov.au</p>	Update
Practical Placements	Guidelines	Schedule 1, Clause 9.1	<p>9.1 In accordance to section 5.4.14 of the Act, p Practical placements must be conducted in accordance with the Amended Guidelines for Registered Training Organisations and Employers in relation to students of technical and further education undertaking Practical Placement (the amended Practical Placement Guidelines), or its successor available at: http://www.education.vic.gov.au/training/providers/rto/Pages/workplacelearn.aspx.</p>	Clarification
Practical Placements	Practical Placement Agreement and Requirements	Schedule 1, Clauses 9.2-4	<p>9.2 The RTO must have a written practical placement agreement signed and enacted with the organisation hosting the practical placement prior to an Eligible Individual commencing the relevant practical placement. The agreement must also be signed by the Eligible Individual.</p> <p>9.3 The practical placement agreement must include the following information at a minimum:</p>	Clarification of coverage

			<ul style="list-style-type: none"> a) the rights, obligations and duties of the employer, the RTO and the Eligible Individual; b) the names of all Eligible Individuals to which the practical placement agreement pertains; and c) the course of study with the RTO and the relevant skills required as part of that course to be developed, reinforced and/or assessed during the practical placement, for each Eligible Individual; d) the location and address of the practical placement for each Eligible Individual; e) the start and finish dates, the total length of the Practical Placement expressed as hours, and the maximum hours per week; and f) signatures of the Eligible Individual, the employer and the RTO. <p>9.4 The RTO must ensure that the practical placement is sufficient and appropriate in order to meet the vocational outcomes of the unit/module to which it pertains.</p>	
Evidence of Participation	Endorsement requirements for attendance roll	Schedule 1, Clause 10.5 c)	<ul style="list-style-type: none"> c) A provider endorsed attendance roll: In order to be considered acceptable, the format of the roll should be one that is recognised by the training organisation as a tool to record attendance as a part of their normal processes. 'Endorsed' in this instance means a signature of the trainer or relevant administration person of the RTO on the attendance roll, the printed name and date (including a key to any symbols used if appropriate). This will be sufficient provided it can be shown that the actual unit of competency or module was delivered at the point at which the Eligible Individual is marked on the roll (i.e. endorsed each time the Eligible Individual is marked on the roll). Where the roll indicates that the individual has only attended the first class supporting documentation must be supplied demonstrating that there was engagement in the learning and/or assessment activities of the module/unit of competency during that class. Attendance at an induction or orientation class alone is not sufficient Evidence of Participation. 	Variation
Reporting	Training activity data and Government subsidised tuition fees	Schedule 1, Clause 11.1 a)	<ul style="list-style-type: none"> a) submit accurate Student Statistical Reports to the Department via the SVTS no less than once every calendar month per collection year. Each monthly submission must include full details for all training activity already delivered within the collection year, including government subsidised and fee for service training activity. This includes delivery already commenced/underway and/or completed in the current collection year; and reporting in relation to qualification completions; 	Clarification
Reporting	Training activity data and Government subsidised tuition fees	Schedule 1, Clause 11.2	<p>11.2 The RTO must:</p> <ul style="list-style-type: none"> a) report (in cents) the actual tuition fee per hour charged to each Eligible Individual for government subsidised training via the Client Tuition Fee 	Version 2.0 Clause 11.1 d) moved to Clause 11.2 a), restructure of Clause, New clause [11.2 b)],

			<p>field in the Student Statistical Report;</p> <p>b) report (in cents) any non-tuition fees charged to each Eligible Individual in connection with government subsidised training, including any materials and equipment costs charged to the Eligible Individual, via the Client Fees – Other field in the Student Statistical Report; and</p> <p>c) where delivering the Victorian Certificate of Education or the Victorian Certificate of Applied Learning (Foundation, Intermediate, or Senior), report all modules/units undertaken towards achievement of the VCE/VCAL against the relevant VCE or VCAL course code as identified in the Funded Courses Report, including VET units undertaken towards completion of the VCE or VCAL.;</p> <p>11.3 The Department may publish fee information related to government subsidised training on an individual RTO basis as reported by the RTO gathered through this process on an individual RTO basis.</p> <p>11.4 The RTO must ensure that data that provides key information about an Eligible Individual and their course of study is accurate at all times, through the following data items:</p> <p>a) Name and contact details of the student as required in the NAT00085 file;</p> <p>b) the Delivery Mode Identifier, Outcome Identifier – National, Enrolment Activity Start Date and Enrolment Activity End Date as required in the NAT 00120 file;</p> <p>c) Training Organisation Delivery Location Identifier as required in the NAT00120 file, and associated delivery location details as provided in the NAT00020 file;</p> <p>d) the Program Unique Supervised Hours as required in the NAT00130 file; and</p> <p>e) Program Supervised Teaching Activity Completion Date as required in the NAT00130 file.</p>	<p>incorporation of requirements of CN 2015-01 [11.2 c)], Clarification [11.3], New Clause [11.4]</p>
Reporting	Register of Trainers and Assessors	Schedule 1, Clauses 11.9 - 11	<p>Register of Trainers and Assessors</p> <p>11.9 The RTO must establish and maintain an up to date Register of Trainers and Assessors in a format to be notified by the Department and detailing:</p> <p>a) the number of trainers and the number of assessors involved in the provision of the Training Services, including trainers and assessors employed:</p> <p>i) directly by the RTO;</p> <p>ii) as a sole trader; or</p> <p>iii) through an arrangement permitted under Clause 5; and</p>	New

			<p>b) for each trainer and assessor within the scope of sub-clause 11.9 (a):</p> <ul style="list-style-type: none"> i) the individual's name; ii) whether the RTO engages the individual as a trainer or assessor, or as both; iii) the title of the highest qualification in training and assessment that the individual has obtained, including a list of any related skillsets (e.g. TAESS00001 Assessor Skillset, or TAELLN411 Address Adult Language Literacy and Numeracy Unit); iv) the title of the highest qualification that the individual has obtained in the relevant industry area that the individual is delivering training and/or assessment; v) details of the individual's relevant industry experience; vi) date on which they attained the listed qualifications; vii) the RTO who issues the listed qualifications; and viii) whether that trainer or assessor is involved in the delivery of courses on the Foundation Skills List or Training and Assessment Course List. <p>11.10 The RTO must sight and retain documentary evidence (such as transcripts, testamurs and/or industry association membership cards) confirming the information entered on the Register of Trainers and Assessors.</p> <p>11.11 The RTO must make its Register of Trainers and Assessors available to the Department at any time.</p>	
Reporting	Reporting of Trainer Qualifications and Reporting of Employment Outcomes	Version 2.0 Schedule 1, Clauses 11.7 and 11.8 removed	<p>Performance Indicators</p> <p>Trainer qualifications</p> <p>11.7 The RTO must, in each calendar year into which the Term extends, submit:</p> <ul style="list-style-type: none"> a) the number of trainers and assessors employed by the RTO; b) the number of trainers and assessors employed by the RTO who hold a qualification in teaching and/or training above Certificate IV (or equivalent) level; and c) for each such trainer and assessor within the scope of subclause 11.7(b): <ul style="list-style-type: none"> i) the title of the highest qualification in teaching and training; and ii) whether that trainer or assessor is involved in the delivery of courses on the Foundation Skills List <p>to the Department in a format, and by a date, to be notified by the Department. This includes trainers and assessors both directly employed by the RTO and engaged through any subcontracting or third party arrangements.</p>	Version 2.0 Schedule 1, Clauses 11.7 and 11.8 removed

			<p>Employment outcomes</p> <p>11.8 The RTO must, in each calendar year into which the Term extends, collect data on the employment status of each Eligible Individual completing or withdrawing from training. This data must be submitted to the Department in a format, and by a date, to be notified by the Department.</p>	
Reporting	Pre- and post-testing of Foundation Skills	Schedule 1, Clause 11.12	<p>11.12 For RTOs on the Foundation Skills Approved Provider List only, the RTO must, in each calendar year into which the Term extends, collect and submit for each Eligible Individual that commences, completes or withdraws from a qualification in Domain A and Domain B of the Foundation Skills List:</p> <p>a) data that measures an Eligible Individual's skill level translated into the Australian Core Skills Framework or equivalent (as determined by the Department) at commencement of training; and</p> <p>b) data that measures the same Eligible Individual's skill level translated into the Australian Core Skills Framework or equivalent (as determined by the Department) at the completion or withdrawal of training.</p> <p>This data must be submitted to the Department in a format, and by a date, to be notified by the Department. For the avoidance of doubt, RTOs are not required to report on Eligible Individuals who are enrolled in LNSUPPORT but no other qualification on the Foundation Skills List.</p>	Clarification
Determination and Payment of Funds	Payment of subsidy	Schedule 1, Clause 12.3	<p>12.3 The Department will not be liable to make any payment to the RTO in respect of an Eligible Individual to the extent that the training or assessment they received was carried out by a person who was not at all relevant times a VTG Teacher.</p>	New
Determination and Payment of Funds	Calculation of subsidy	Schedule 1, Clause 12.8	<p>12.8 For the avoidance of doubt, the adjustments outlined in Clause 12.7 (a), (b) and (c) of this Schedule 1, will be used as multipliers of the relevant 'Subsidy' or 'RPL Subsidy' in determining the Contact Hour Funds paid for an Eligible Individual.</p>	Clarification
Determination and Payment of Funds	Claims for payment	Schedule 1, Clause 12.15	<p>12.15 The RTO must not make a claim for payment under this VET Funding Contract for the delivery of Training services that has not occurred at the time the claim is made, including but not limited to:</p> <p>a) reporting that a unit of competency/module has commenced, as indicated by the Enrolment Activity Start Date, prior to its actual commencement such that the RTO receives a full or partial payment for the unit prior to its commencing; and/or</p> <p>b) reporting that a unit of competency/module has been completed as indicated by the Enrolment Activity End Date, before it has actually been completed such that the RTO is paid in full for the unit of competency/module before it has been completed.</p>	Clause added mirroring Material Breach Clause

<p>Determination and Payment of Funds</p>	<p>Payment of Funds</p>	<p>Schedule 1, Clause 12.21-26</p>	<p>12.21 The Department will not be liable to pay any Funds, and the RTO must not make a claim for any Funds in respect of any training or assessment provided to an Eligible Individual that is inconsistent with the packaging rules or vocational intent of the course, as specified in the endorsed Training Package or accredited course documentation.</p> <p>12.22 If in the Department's view:</p> <ul style="list-style-type: none"> a) the RTO has claimed Funds contrary to Clause 12.21; and b) the RTO has another course on its Funded Scope that would meet the needs of the Eligible Individual(s); and c) a lower subsidy applies to the other course as listed on the Funded Courses Report; and d) the packaging rules and vocational intent of that course would permit the training and assessment so that claim would not be contrary to Clause 12.21; <p>then the Department may:</p> <ul style="list-style-type: none"> e) calculate the Funds to be paid based on the other course; or f) if the Funds have already been paid to the RTO, re-calculate the payment based on the subsidy that applies to the other course, and take such other action as it sees fit in respect of any difference between the amount paid and the re-calculated amount. <p>12.23 The Department may recover any monies paid in relation to Training Services for any relevant module/unit of competency where 90 days has elapsed from the Enrolment Activity End Date and the Outcome identifier – National is listed with the Outcome Code of 90 (Not yet available at interim collection).</p> <p>12.24 Monies recovered in accordance with Clause 12.23 of this Schedule 1 may be recovered by the Department by processing a payment reversal via SVTS such that the monies to be recovered are deducted from a future payment or payments, or the Department may seek to separately invoice the RTO for these funds at its discretion.</p> <p>12.25 Funds recovered in accordance with Clause 12.23 of this Schedule 1 will be paid to the RTO in the event that a valid Outcome Identifier – National is subsequently reported by the end of the collection year.</p> <p>12.26 The Department will not exercise the powers set out in Clauses 12.23-25 of this Schedule 1 in relation to the delivery of Approved Training Schemes to Apprentices and Trainees.</p>	<p>New</p>
<p>Access to the VTG for Retrenched Employees</p>	<p>Overview</p>	<p>Schedule 1, Clause 18 Description</p>	<p>The Victorian Government supports retrenched employees by providing those from eligible businesses the opportunity to build on their current skills or retrain through the Victorian Training Guarantee. Individuals who have been retrenched from participating businesses are provided with access to government subsidised training if they do not meet the 'up-skilling' requirement of the Victorian Training Guarantee. Such individuals</p>	<p>Clarification</p>

			are provided with a letter of exemption from a Regional Manager, Industry Engagement Market Facilitation Manager from the Department DEECD, taking the form of either: <ul style="list-style-type: none"> a Workers in Transition Program letter (dated prior to 3 November 2014) or a Training Referral Letter (dated on or after 3 November 2014). 	
Access to the VTG for Retrenched Employees	Updated title	Schedule 1, Clause 18.2	18.2 The RTO will work with individuals or groups of retrenched workers referred to it by a Regional Manager, Industry Engagement from the Department DEECD Regional Market Facilitation Manager to ensure their current skills are assessed/recognised in order to access appropriate government subsidised training in recognised qualifications.	Clarification
Access to the VTG for Retrenched Employees	Updated name	Schedule 1, Clause 18.5 (b), final para	In some instances, this may mean the RTO works with referring agencies or agents, such as Victorian Workforce Development Centres in Geelong, Dandenong and Broadmeadows, jobactive Job Services Australia providers, industry associations or using other resources in the relevant region to ensure retrenched individuals are provided advice on training in an area linked to job opportunities.	Clarification
Automotive Supply Chain Training Initiative	Overview	Schedule 1, Clause 19 Description	The Victorian Government supports employees of the Automotive Supply Chain by providing those from eligible businesses the opportunity to build on their current skills or retrain through the Victorian Training Guarantee. Individuals that are referred to training under the Automotive Supply Chain Training Initiative are provided with access to government subsidised training if they do not meet the 'up-skilling' requirement of the Victorian Training Guarantee. Such individuals are provided with a letter of exemption from a Regional Manager, Industry Engagement Market Facilitation Manager from the Department DEECD, taking the form of an Automotive Supply Chain Training Initiative letter.	Clarification
Automotive Supply Chain Training Initiative	Updated title	Schedule 1, Clause 19.2	19.2 The RTO will work with individuals or groups of automotive supply chain employees referred to it by a Regional Manager, Industry Engagement from the Department DEECD Regional Market Facilitation Manager to ensure their current skills are assessed/recognised in order to access appropriate government subsidised training in recognised qualifications.	Clarification
Automotive Supply Chain Training Initiative	Updated name	Schedule 1, Clause 19.5 (b), final para	In some instances, this may mean the RTO works with referring agencies or agents, such as Victorian Workforce Development Centres in Geelong, Dandenong and Broadmeadows, jobactive Job Services Australia providers, industry associations or using other resources in the relevant region to ensure automotive supply chain employees are provided advice on training in an area linked to job opportunities.	Clarification
Data Systems	Updated Name	Schedule 1, Clause 20.3	20.3 When an RTO is nominated as the training provider relating to Clause 20.2, the details for the Apprentice or Trainee are lodged by an AASN AAC and registered on the Department's DELTA database. The RTO must have access to DELTA and should also check it regularly.	Clarification
Useful websites	Updated URL or Name	Schedule 1, Clause 21	Approved Training Schemes	Clarification/ Update of various listings

			http://www.vrqa.vic.gov.au/apprtrain/Pages/schemes.aspx http://www.education.vic.gov.au/training/providers/rto/Pages/schemes.aspx Australian Apprenticeships Support Network Australian Apprenticeships Centres http://www.australianapprenticeships.gov.au/search/aacsearch.asp Victorian Purchasing Guides http://www.education.vic.gov.au/training/providers/rto/Pages/purchasingguides.aspx http://trainingsupport.skills.vic.gov.au	
Glossary	Nominal Hours	Schedule 1, Clause 22	<p>Nominal Hours explanation:</p> <p>Nominal Hours are the anticipated hours of learning or training deemed necessary in order to adequately present the educational material associated with the delivery of a training program cover the educational material. These hours are generally specified in the curriculum documentation of courses or the purchasing guides for training package qualifications.</p>	Clarification
Glossary	Program Unique Supervised Hours	Schedule 1, Clause 22	<p>Program Unique Supervised Hours explanation:</p> <p>The total number of unique (non-overlapping) hours of supervised training and assessment activity for the Program (course/qualification) enrolment. This should be determined from the student's perspective. For example, if a student undertakes two units concurrently over the course of an eight hour day, the PUSH for that student would be eight hours.</p>	New
Glossary	Scheduled Hours	Schedule 1, Clause 22	<p>Scheduled Hours explanation:</p> <p>The hours of supervised teaching activity (including assessment times) that the RTO schedules for a module or unit of competency enrolment. The Scheduled Hours will often be the same as the Nominal Hours, however different local circumstances or delivery types may result in a variation from the nominal curriculum hours.</p>	Clarification