

What has changed and why?	Reference
REDUCING ADMINISTRATIVE BURDEN	
<p>Removed the Register of Trainers and Assessors requirement</p> <p>The Department has removed the requirement for training providers to keep a Register of Trainers and Assessors.</p> <p>You must still sight and retain evidence that all <i>Skills First</i> Teachers have relevant qualifications and experience (as specified in regulatory requirements). You also need to keep records of who is delivering training in each subject in the programs on your Funded Scope. You need to be able to readily provide this information to the Department. You just don't have to keep this information in a formal register.</p> <p>A new subclause is added at clause 10.12(f) to clarify that this information about <i>Skills First</i> Teachers is a record you might be required to provide to the Department.</p>	<p>4.4 (main Contract)</p> <p>10.12(f) (main Contract)</p>
<p>Reduced the Statement of Fees requirements</p> <p>We've consolidated and reduced the items that go into a Statement of Fees. You now only need to include information about the cost to the student for their program, the relative amount of government contribution to their training and any other fees.</p> <p>All the other items that overlapped with, or duplicated, general consumer information or Training Plan requirements don't need to be in the Statement of Fees anymore.</p>	<p>Clause 1.2 Guidelines About Fees</p>
<p>Fewer communications need to be formal Notices</p> <p>Formal 'Notices' are a form of communication between parties to the Contract that must be:</p> <ul style="list-style-type: none"> • issued in writing • delivered by hand or by priority post • ink-signed (not signed electronically). <p>When a form of communication under the Contract is required be issued in this way, the term 'Notice' is used within the clause.</p> <p>We've decided it will reduce administrative burden and be more efficient for some requirements to be submitted via SVTS instead of being Notices. Once the 2021 Contract starts, you can inform us about certain events via SVTS instead of it being a formal Notice, for example:</p> <ul style="list-style-type: none"> • Change in Control • other significant events, such as changes to ownership or CEO • if you have a restriction or termination placed on a VET Funding Contract that you hold in another jurisdiction. • your insurance is cancelled • to tell us if you experience a data or privacy breach (this is a new requirement). <p>We will also communicate to you about some requirements under the Contract by SVTS rather than by sending you a formal Notice, for example:</p> <ul style="list-style-type: none"> • when we send you a new or updated special initiative schedule • if we are responding to you notifying us of a Change in Control. 	<p>Clauses 7.3, 7.5, 7.6, 7.7 and 7.8 (main Contract)</p>

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SIGHTING AND RETAINING EVIDENCE	
<p>Updates to requirements when using the Document Verification Service (DVS)</p> <p><i>General</i></p> <p>The requirements describing what you need to sight and retain as evidence if you use the DVS are put into simpler wording.</p> <p>You no longer have to sight a ‘unique verification number or code’ when using the DVS (for example, the ‘Green ID’). This is in recognition that not all Gateway Service Providers issue a number or code when they verify a document.</p> <p>You need to sight the verification issued by the Gateway Service Provider and then retain a transaction record showing the student’s details were verified.</p> <p><i>Concessions</i></p> <p>The clause about using the DVS to sight and retain evidence of concession is updated to reflect that when the DVS checks this type of evidence, it doesn’t give information about the type of concession card as part of the verification.</p> <p>Therefore, if you use the DVS to check concession, you’ll need to confirm with the student what type of card they have and check that it is a type accepted by the Department. For example, this can be done by adding a field into the enrolment form or via the student emailing you this information. This doesn’t have to be done by sighting the original card.</p> <p>If you’re using the DVS to check concession, further clarification is also given about what to do if a grace period is applied and the student’s concession is checked after they start training. Because a DVS check only confirms the concession is current and valid at the time it is checked, and doesn’t provide the card start date or expiry date, you’ll need to ask the student for additional evidence to show their concession was current and valid at the time their training started. This doesn’t need to be by sighting the original – the student can send you a copy.</p>	<p>Clause 2.5 of Guidelines About Eligibility</p> <p>Clause 3.10 of Guidelines About Fees</p>
<p>New option of sighting a digital green Medicare card as evidence of citizenship/permanent residence</p> <p>We’ll now accept as evidence of citizenship/permanent residence a green Medicare card presented on a student’s digital wallet app on their mobile device. The student can’t send a screenshot or other image of the digital green Medicare card – you need to sight it on their device.</p> <p>If you use this option to sight the card, the evidence you’ll need to retain is a declaration (the same way you would if you sighted a concession card on a digital wallet). The declaration needs to include the:</p> <ul style="list-style-type: none"> • name of the authorised delegate who sighted the card • date the card was sighted • document number of the card • name of card holder. 	<p>Clause 2.5 Guidelines About Eligibility</p>

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<p>Changes to the Evidence of Eligibility and Student Declaration form</p> <p><i>New tick boxes</i></p> <p>Part A of the form now includes new tick boxes for sighting and retaining evidence for when:</p> <ul style="list-style-type: none"> • you sight a digital green Medicare card • you rely on information collected as part of a previous enrolment. <p><i>Clarification of questions about education history – to assess the ‘2 in a year’ at ‘2 at a time’ limits</i></p> <p>Questions 2 and 3 in Part B of the form ask about how much training a student is doing or intends to do, to inform assessment of the ‘2 in a year’ and ‘2 at a time’ limits. These questions are re-worded to ask only about <i>Skills First</i> funded training rather than government-subsidised training. This is because these limits only apply to the amount of <i>Skills First</i> funded training a student is doing.</p>	<p>Attachment 1 Guidelines About Eligibility</p>
<p>New option of sighting correspondence as evidence of a concession entitlement</p> <p>We’ll now accept the option of sighting and retaining correspondence from the card issuer confirming that a concession is granted to an individual and they can start claiming their entitlement. This is to prevent any delays in accessing a concession for students who are entitled, but may be waiting for a physical card to be posted to them.</p>	<p>Clause 3.10 Guidelines About Fees</p>
<p>Recording more information to allow concession to be audited</p> <p>All the options for sighting and retaining evidence of concession have been reviewed and made more consistent. They have clarified the information that needs to be retained to ensure evidence of concession is clear and auditable, including retaining evidence of the card start date or ‘valid from’ date and the expiry date.</p>	<p>Clause 3.10 Guidelines About Fees</p>
NEW OBLIGATION	
<p>Notifying the Department of privacy breaches</p> <p>A new clause is added to say that you’ll need to inform the Department if there are any privacy breaches or any misuse of data under the Contract. It is important that you let us know about any such issues so they can be managed appropriately. You can notify us of this via the SVTS.</p>	<p>Clause 12.8 (main Contract)</p>
CLARIFYING EXISTING REQUIREMENTS	
<p>Narrower scope for Disallowed Persons requirements</p> <p>The definition and requirements about Disallowed Persons have been narrowed in scope to make it clearer about how they should be applied.</p> <p>The definition of a Disallowed Person removes the part that asked training providers to form judgements about the Department’s view of how actions taken by a regulator could impact on the ability of another registered training organisation’s ability to deliver Training Services.</p> <p>The clause stating that training providers must not deal with, engage or otherwise employ a Disallowed Person now includes new wording to clarify that this applies in connection with the VET Funding Contract.</p>	<p>Clause 1.1 definitions (main Contract)</p> <p>Clause 4.8(g) (main Contract)</p>

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<p>Clarification that Brokering Services are a form of subcontracting</p> <p>The subcontracting section now includes clarification that Brokering Services are a form of subcontracting under the Contract. Any time that you outsource or use a third party to do work for you under the Contract, this is subcontracting. There has sometimes been confusion about whether Brokering Services are included in this and the clarification is provided to remove doubt. There are no changes in the requirements – you just have to continue to report use of Brokering Services in the same way you did under the previous Contract.</p>	<p>6.2(b) (main Contract)</p>
<p>Clearer Evidence of Participation (EoP) requirements</p> <p><i>Time period for when one or two points of EoP required</i></p> <p>The previous description of the time period where either one or two points of EoP are required referred to a month. This now refers to 30 days, to avoid any ambiguity.</p> <p><i>Competency based completions</i></p> <p>The clause has been amended to be clear that where you're waiting for an employer's sign off on competency, the relevant date for the second point of EoP is the date when all supervised training and/or assessment has concluded. This makes it possible for you to meet the second point of EOP requirement in instances where a delay in employer sign-off results in an Activity End Date that is more than 30 days after supervised training and/or assessment is completed.</p> <p>The second point of EoP must be no earlier than 30 days before (and no later than) the date that supervised training and/or assessment has concluded, rather than the Activity End Date (which will be reported when the employer's sign off is received). To support EOP in these circumstances, you must retain a record of the date when all supervised training and/or assessment concluded.</p> <p><i>Practical Placements</i></p> <p>A new clause is added to say that the Department may accept evidence of learning and/or engagement activity that occurs as part of a Practical Placement as EoP. To be EoP, it must provide sufficient information to show learning and/or engagement activity and meet all the requirements of the relevant item of EoP. A Practical Placement agreement alone is not accepted as EoP.</p>	<p>Clause 9.6 of Schedule 1</p> <p>Clause 9.9 of Schedule 1</p> <p>Clause 9.11 of Schedule 1</p>
<p>Repayment plans for debts owed to the Department</p> <p>Clause 8.8 sets out that if a training provider receives any amount it is not entitled to be paid under the Contract, that amount is a debt due to the Department and it must be promptly repaid.</p> <p>In the previous Contract, this clause required any such debt to be repaid within 30 business days after the Department required it.</p> <p>The clause is now reworded to also incorporate reference to repayment arrangements agreed in writing between a training provider and the Department. In the absence of any such repayment arrangement, the requirement to repay debts continues to be within 30 business days of the Department requiring it.</p>	<p>8.8 (main Contract)</p>
<p>Clearer requirements for enrolling students under 17 years of age</p> <p>Additional information is added to clarify that when you're enrolling students under 17, this must either be in training on a full-time basis or to do a combination of training and employment. This reflects the Ministerial Orders governing when a student can get an exemption from school attendance.</p>	<p>Clause 2.9 of Schedule 1</p>

GUIDE TO CONTENT CHANGES IN THE 2021 CONTRACT AND GUIDELINES

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<p>An additional category is added for students under 17 who aren't currently, or have never been, enrolled in a Victorian school. For students in this category, their exemption must be signed by a Regional Director. This addresses what to do where a student may be exiting home schooling, or where a student has previously only been enrolled in an interstate or overseas school.</p> <p>When a student finishes their training or drops out of training and they are still under 17 years of age, the requirement to notify the Regional Office is now a 'must do', rather than a 'should do'. If you know what school the student previously attended (for example, if their exemption from school attendance is signed off by a School Principal) then you must also let the school know. This is because it is important for the Regional Office and school to be able to keep in touch with the student and help them to either return to school or find another pathway if they're still under 17 years of age.</p> <p>The Guidelines About Eligibility now have a table that sets out what evidence to sight and retain before enrolling a student who is under 17.</p> <p>The Guidelines also have information about what to do if a student wants to change their course or change to a different training provider. The student can make such a change without getting another exemption from school attendance, but only if you sight and retain additional evidence from the approver of the original exemption. For example, some Regional Offices provide a certificate of pathway change or similar document confirming a change.</p>	<p>Clause 2.10 of Schedule 1</p> <p>Clause 2.12 of Schedule 1</p> <p>Clauses 2.9 and 2.10 Guidelines About Eligibility</p>
<p>Withdrawals</p> <p>We've clarified or removed clauses that advise about the reporting of withdrawals because this advice is already provided in the Victorian VET Student Statistical Collection Guidelines. This includes:</p> <ul style="list-style-type: none"> amending previous clause 13.25 of Schedule 1 (which is now clause 11.4 of Schedule 1 in the new Contract). This clause now only retains the payment setting for Hours Attended. We've removed the part of this clause that included reporting advice. deleting what was previously clause 13.27 of Schedule 1 that describes the reporting requirements where a student participates in and then withdraws from training, or where the training provider does not have Evidence of Participation. amending previous clause 13.28 of Schedule 1 to clarify the reporting timelines for withdrawals. We've also moved this to sit alongside other reporting requirements. Its now clause 10.10 of Schedule 1 in the new Contract. 	<p>Clause 11.4 of Schedule 1</p> <p>Clauses 13.25, 13.27 and 13.28 if Schedule 1 (in 2018-19 Contact)</p>
DELETIONS	
<p>Reduced requirement related to online training and assessment</p> <p>The Online Delivery Restriction List was implemented in 2016 as a quality safeguard. This is no longer required in the context of a range of other mechanisms to promote and monitor quality training delivery. This list previously specified programs that could not be delivered wholly online. You're expected to use professional judgement about the proportion of training delivery that is appropriate to be delivered online and justify this appropriately in your training and assessment strategies.</p> <p>The requirement to have a specific professional development program for <i>Skills First</i> Teachers who deliver online training is removed. You must still make sure that <i>Skills First</i> Teachers have the necessary skills and knowledge in online delivery, however it is not considered necessary to retain this as separate requirement for professional development in the Contract.</p>	<p>Clause 1(g) and 13.17 of Schedule 1 (in 2018-19 Contract)</p> <p>Clause 7.24 of Schedule 1 (in 2018-19 Contract)</p>

GUIDE TO CONTENT CHANGES IN THE 2021 CONTRACT AND GUIDELINES

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<p>Removed clauses about Peer Review Panel</p> <p>As part of the provisions on Audit, Review and Investigation a Peer Review Panel of training provider CEOs could be convened to assist the Department to consider issues arising as part of its market monitoring. Rather than compel participation in such a panel, the Department has preferred to engage with training providers on voluntary basis. These clauses are no longer considered necessary and are deleted from the Contract.</p>	<p>Clause 11.6-11.12 (in 2018-19 Contract)</p>
<p>Non-Victorian Contracts – deleted clauses that aren’t relevant for this Contract type</p> <p>The requirement to maintain a presence on the Victorian Skills Gateway is taken out of the Non-Victorian Contracts, as this is not relevant given this Contract type can only deliver training to employees of national enterprises.</p> <p>Part C initiatives that can only be delivered by TAFEs, Dual Sector universities or Learn Local Organisations (the 10% eligibility exemptions initiative and the Skills First Youth Access Initiative) have been taken out, as Non-Victorian Contract holders can’t access these initiatives.</p>	<p>Clause 1.7 (in 2018-19 Contract)</p> <p>Clauses 18 and 20 of Schedule 1 (in 2018-19 Contract)</p>
REDUCING REPETITION	
<p>References to providing information to the Department ‘for the purpose of audit, review or investigation’</p> <p>To reduce repetition, previous references in various clauses throughout Schedule 1 to providing information to the Department for the purpose of audit, review or investigation are deleted.</p> <p>This doesn’t mean these items of information are no longer required to be provided to the Department. This phrase is just deleted from within clauses, as the requirement to provide them is covered under the Department’s rights in Clause 10 (to access Records) and in Clause 11 (for the training provider to give assistance in the event of audit, review or investigation).</p>	<p>various</p>
<p>Reference to allowing Training Plans to be hard copy or electronic</p> <p>Previous clauses 7.5 and 7.14 of Schedule 1 are deleted (specifying that a Training Plan can be hard copy or electronic).</p> <p>This doesn’t mean you can’t issue Training Plans as either hard copy or electronic documents. It just isn’t necessary to say this in the Training Plan clauses, because the main Contract makes it clear that any Records that have to be kept under the Contract can be either hard copy or electronic.</p>	<p>N/A</p>
UPDATES TO TERMINOLOGY	
<p><i>Amendments to align with national data reporting standards</i></p> <ul style="list-style-type: none"> course/qualification is renamed program – this is changed to align with the terminology used in the AVETMISS data reporting standards. unit of competency/module is renamed subject - this is changed to align with the terminology used in the AVETMISS data reporting standards <p><i>Notable changes to defined terms</i></p> <ul style="list-style-type: none"> VET Funding Contract is further abbreviated to Contract, to further simply and streamline the Contract. Entitlement to Funded Training is renamed <i>Skills First</i> Entitlement – for plainer English 	<p>Clause 1.1 definitions (main Contract)</p>

GUIDE TO CONTENT CHANGES IN THE 2021 CONTRACT AND GUIDELINES

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<ul style="list-style-type: none">• Eligible Individual is renamed <i>Skills First Student</i> – for plainer English. It is also clarified to mean a person who is both eligible for <i>Skills First</i> subsidised training and who is enrolled in such training.• Training Contract is amended to remove details and refer instead to this being defined as per regulatory and legislative requirements.• Material Breach is amended so that the second part of the defined term refers to it being a Material Breach to fail to provide training and assessment in accordance with the <i>Skills First</i> objectives, rather than in accordance with the previous clause 5.1 (which was a general requirement to deliver ‘high quality’ Training Services). The <i>Skills First</i> objectives provide a clearer statement of the Department’s expectations than the previous general clause 5.1.• New definition of a Fee Waiver – replaces ‘fee waiver/exemption’ and provides a single definition, inclusive of all circumstances where a training provider must not charge a tuition fee (where it is required under programs or initiatives, or where the Department directs training providers to apply a fee waiver in specific circumstances).• New definition of a Fee Concession – provides a definition consistent with the new definition of a Fee Waiver.• New definition of Maximum Payable Hours – replaces the previous defined term Maximum Scheduled Hours. The previous definition included reference to both maximum payable hours and maximum nominal hours. This is consolidated to just refer to just maximum payable hours as this is what’s specified in the Funded Courses Report.	