
































Section	Change from 2022 Contract	Details
Acronyms, Abbreviations and Referenced Documents	<b>CHANGE FROM 2023 DRAFT TO FINAL</b> 	The Victorian Pathways Certificate (VPC) is added to the list of acronyms and abbreviations used in the Contract.
Clause 1 Definitions and Interpretations	<b>REWORDED</b> 	Terminology is updated in the definition of <b>Other VET Funding Arrangement</b> : <ul style="list-style-type: none"> <li>c) a <del>Vocational Education and Training (VET) Pre-qualified Supplier (PQS) Agreement</del> Skills Assure supplier contract entered into with the State of Queensland through its Department of <del>Education and Training</del> Employment, Small Business and Training (or its successor);</li> <li>d) a WorkReady accredited training services agreement or skills agreement entered into with the State of South Australia through its Minister for Employment, Higher Education and Skills (or its successor);</li> <li>e) a <del>purchase of training services contract</del> Jobs and Skills WA RTO preferred provider panel contract entered into with the <del>State of Western Australia</del> through its Department of Training and Workforce Development <del>VET (WA) Ministerial Corporation</del> (or its successor);</li> <li>f) a Skills Tasmania agreement entered into with the State of Tasmania as represented by its Department of State Growth trading as Skills Tasmania (or its successor);</li> <li>g) <del>an ACT funding</del> a training initiative funding agreement for registered training organisations entered into with the Australian Capital Territory represented by the Chief Minister, Treasury and Economic Development Directorate (or its successor); or</li> <li>h) any other arrangement under which a registered training organisation is approved to receive government subsidies for the provision of vocational education and training in any Australian jurisdiction (including any predecessor to, or any alteration, supplement or replacement of any of the contracts or other arrangements referred to in paragraphs (a) to (g)).</li> </ul>
Clause 2 Application and Term of this Contract	<b>DELETION</b> 	Clause 2.2(c) of the Standard Contract is amended, and previous Clause 2.2(b) in all Contracts is deleted as we can use clause 2.2(a) to determine whether the Contract Term continues:  This Contract begins on the Commencement Date and continues until the earlier of: <ul style="list-style-type: none"> <li>a) such time as all Skills First Students in respect of whose training Funds are provided have completed or withdrawn from that training;</li> <li>b) <del>such time as there has been no training activity reported for any continuous period of 12 months after 15 January 2023, unless the Training Provider notifies the Department via the SVTS, no later than 30 days before the expiry of the 12 month period, that one or more relevant Skills First Students remain enrolled in training;</del></li> <li>e) b) the termination of this Contract (in accordance with its provisions); or</li> <li>d) c) notwithstanding any other part of this Clause 2.2, the any other date otherwise agreed in writing by the Department.</li> </ul>
Clause 10 Records	<b>RESTRUCTURED</b>  <b>NEW WORDING</b> 	Clause 10.14 is amended to expand the use of electronic signatures. It is restructured to include elements of previous clause 10.16: If the Training Provider: <ul style="list-style-type: none"> <li>(a) is required under this Contract to procure and keep a document signed by any person (whether the Training Provider itself, a person employed or engaged by the Training Provider or a third party); <del>that document may be signed by way of an 'electronic action equivalent to a signature', unless it is specified otherwise in Clause 10.16.</del></li> <li>(b) issues a Notice under Clause 14; or</li> <li>(c) signs a document binding the Training Provider to this Contract, any other contract with the Department in connection with this Contract, or any amendment to this Contractor any other such contract,</li> </ul> that document may be signed by way of an 'electronic action equivalent to a signature', unless it is not permitted in the Regulatory Standards, or under any other applicable Law.







Section	Change from 2022 Contract	Details
	<p><b>DELETION</b></p> 	<p>Previous clause 10.16 is deleted to as these are no longer specific circumstances where we do not allow the use of electronic signatures:  <del>The Training Provider may not sign a document itself, or collect signatures through use of an electronic action equivalent to a signature if:</del></p> <p>a) <del>that signature:</del></p> <p>i) <del>binds that person to a contract with the Department or an amendment to such a contract; or</del></p> <p>ii) <del>is on a Notice,</del></p> <p><del>including for the purposes of execution of an acceptance form by the Training Provider binding the Training Provider to the terms of this Contract; or</del></p> <p>b) <del>it is not permitted to do so in the Regulatory Standards, or under any other applicable Law.</del></p>
Clause 14 Notices and Representatives	<p><b>RESTRUCTURED</b></p>  <p><b>NEW WORDING</b></p> 	<p>Previous clause 14.1 is restructured to become new clauses 14.1 and 14.2. New wording is included to enable all Notices to now be sent by email:</p> <p>14.1 A Notice issued under this Contract by a Party must be:</p> <p>a) in writing;</p> <p>b) signed by or on behalf of the authorised representative of the Party giving it.;<del>and</del></p> <p>14.2 A Notice must be issued by being either:</p> <p>a)-i) hand delivered or sent by prepaid priority post (airmail if posted to or from a place outside Australia) to the recipient's address for Notices as follows:</p> <p>i) for Notices to the Department, addressed to the Executive Director, Training Market Services, 2 Treasury Place, East Melbourne, 3002, or as varied by any Notice given by the Department;</p> <p>ii) for Notices to the Training Provider, the Head Office address listed in training.gov.au; or</p> <p>b)- in the case of any Notice issued by the Department sent by email (with a read receipt requested) to:</p> <p>i) for Notices to the Training Provider, to the email address of the Training Provider's CEO listed in training.gov.au; or</p> <p>ii) for Notices to the Department, training.market.services@education.vic.gov.au.</p>
	<p><b>NUMBERING CHANGE</b></p>  <p><b>NEW WORDING</b></p> 	<p>Previous clause 14.2 becomes clause 14.3 and includes new wording to clarify when a Notice by email is deemed to be delivered:</p> <p>A Notice takes effect from the time it is received, unless a later time is specified in it, and only if it is given in accordance with Clauses 14.1 and 14.2. A Notice will be deemed to have been received by the addressee:</p> <p>a) in the case of hand delivery, at the time of delivery;</p> <p>b) in the case of prepaid priority post, on the second Business Day (or seventh Business Day if posted to or from a place outside Australia) after posting; or</p> <p>c) if sent by email, at the time that the sender's information system recorded that the email (including any attachments) left that information system, unless within one Business Hour, the sender is informed (by automatic notice or otherwise) that delivery has failed,</p> <p><del>(c) in the case of email, on the first to occur of:</del></p> <p>i) <del>receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the applicable email address;</del></p> <p>ii) <del>the time that the Notice enters an information system which is under the control of the Training Provider; and</del></p> <p>iii) <del>the time that the Notice is first opened or read by the intended addressee,</del></p> <p>but if the event that would otherwise give rise to deemed receipt occurs on a day that is not a Business Day or after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.</p>




Section	Change from 2022 Contract	Details
	<p><b>NUMBERING CHANGE</b></p>  <p><b>NEW WORDING (CLARIFICATION)</b></p> 	<p>Clause 14.4 is renumbered from 14.3 and includes a minor clarification:</p> <p>The authorised representative of each Party who will be responsible for issuing and receiving Notices under this Contract is as follows:</p> <ul style="list-style-type: none"><li>a) the Department’s representative is the Executive Director or the Deputy Secretary; and</li><li>b) the Training Provider’s representative is its CEO <b>as listed in training.gov.au.</b></li></ul>

Section	Change from 2022 Contract	Details
<p>Clause 1 Student Information and Protection</p>	<p><b>DELETION</b> </p>	<p>Sub-clause 1.3(a) is deleted to remove the requirement to publish registration information: <del>The Training Provider must publish in a prominent place on its website:</del></p> <p><del>a) a summary of its latest registration audit information, which must at a minimum include:</del></p> <ul style="list-style-type: none"> <li><del>i) audit date;</del></li> <li><del>ii) programs audited on that audit date; and</del></li> <li><del>iii) audit outcomes as follows:</del> <ul style="list-style-type: none"> <li><del>A. audit non-compliance identified: Yes / No;</del></li> <li><del>B. a summary of significant and/or critical non-compliances and actions taken to rectify; and</del></li> <li><del>C. non-compliances rectified: Yes / No / Not Applicable;</del></li> </ul> </li> </ul> <p>The remaining sub-clauses in clause 1.3 are renumbered from (a) to (f).</p>
<p>Clause 2 Skills First Eligibility</p>	<p><b>REWORDED (NEW TERMINOLOGY)</b> </p>	<p>Clause 2.4 is reworded to reflect the new VCE arrangements:</p> <p>An individual who is 20 years of age or older (as at 1 January in the year of commencement of training) is eligible to enrol in Skills First subsidised training:</p> <p>d) in the VCE or <b>VCE Vocational Major</b> or <del>the VCAL (Intermediate or Senior)</del>; or</p>
<p>Clause 3 Assessing and Evidencing Eligibility</p>	<p><b>REWORDED</b> </p>	<p>Clause 3.4 is reworded to reflect that Attachment 2 (Government initiatives and programs where eligibility exemptions may be granted) is removed from the Guidelines About Eligibility. Information on sighting and retaining evidence of a student’s eligibility to receive an exemption under a specific initiative can be found in Part C of Schedule 1 of the Contract, instead of the Guidelines About Eligibility:</p> <p>If the Training Provider grants an eligibility exemption to an individual in accordance with a program or initiative in Part C of this Schedule 1, it must sight and retain any additional evidence that is specified <del>in the Guidelines About Eligibility</del>.</p>
<p>Clause 6 Planning for Training and Assessment</p>	<p><b>CLAUSE MOVED IN</b> </p> <p><b>RESTRUCTURED</b> </p> <p><b>NEW WORDING (CLARIFICATION)</b> </p>	<p>Previous clause 6.11 becomes clause 6.6 to improve the order and readability of the Training Plans provisions:</p> <p><b>The Training Plan for a non-Apprentice/Trainee Skills First Student must:</b></p> <ul style="list-style-type: none"> <li>a) <b>be consistent with the programs or subjects to be attained and must be customised (as required) for the needs of an individual; and</b></li> <li>b) <b>align with the relevant Training and Assessment Strategy, or document and justify any variation from the Training and Assessment Strategy.</b></li> </ul> <p>Previous clause 6.15 has been broken into two clauses for readability and includes new wording to clarify that an Apprentice or Trainee’s Training Plan must align with the relevant Training and Assessment Strategy, consistent with non- Apprentice/Trainee Training Plans:</p> <p>6.15 The Training Provider, employer and the Apprentice/Trainee must jointly develop a Training Plan for the program the Apprentice/Trainee is enrolled in under the relevant Approved Training Scheme.</p> <p>6.16 The Training Plan must <del>be</del>:</p> <ul style="list-style-type: none"> <li>a) <b>align with the relevant Training and Assessment Strategy or document and justify any variation from the Training and Assessment Strategy;</b></li> <li><del>a) b)</del> <b>be</b> vocationally relevant;</li> <li><del>b) c)</del> reflect industry requirements; and</li> <li><del>c) d)</del> <b>be</b> supported by appropriate work within the workplace.</li> </ul> <p>Subsequent clauses are renumbered</p>

Section	Change from 2022 Contract	Details
Clause 7 Training and Assessment	<b>NEW WORDING</b> 	Clause 7.4 is amended so that any learning materials provided online must comply with the WACG principles – not just those materials used in online delivery: The Training Provider must ensure that all learning materials <del>used for Online Training and Assessment delivery</del> <b>provided online</b> comply with the principles of the Web Content Accessibility Guidelines 2.0.
Clause 8 Practical Placements	<b>CHANGE FROM 2023 DRAFT TO FINAL</b> 	New clause 8.5 is added to implement new requirements for practical placement agreements, in line with updated insurance arrangements for students on practical placements: If the Practical Placement is to take place interstate, the Practical Placement agreement must: a) <b>show that the duration of the Practical Placement is no more than six months; and</b> b) <b>state that the Skills First Student is enrolled in training in Victoria, and as such the work undertaken during the Practical Placement is connected to Victoria.</b>  Existing clause 8.5 is renumbered to 8.6 and provides a hyperlink to the 7 October 2022 version of the Practical Placement Guidelines.
Clause 9 Evidence of Participation	<b>NEW CLAUSE</b> 	New clause 9.7 is added to clarify how superseded and superseding subjects should be treated for the purposes of maintaining Evidence of Participation (EOP): To avoid doubt, when a Skills First Student transfers to a superseding subject, the superseded and superseding subjects are treated as a single subject for the purposes of maintaining Evidence of Participation.
	<b>NUMBERING CHANGE</b> 	Previous clauses 9.7 to 9.11 become clauses 9.8 to 9.12
	<b>NEW WORDING</b> 	Clause 9.8(c)(v) is amended to change the requirement for using an attendance roll as EOP for clustered delivery. Additional evidence is not required in all instances but may be requested: For clustered delivery (where a training session or assessment activity covers more than one subject), <b>the Department may request additional evidence must be provided to show what subjects were delivered in each training session, such as a delivery schedule (a timetable, lesson plan or equivalent) to verify that the attendance roll provides sufficient Evidence of Participation.</b>
	<b>REWORDED (CLARIFICATION)</b> 	Clause 9.8(c)(v), about instances where a student withdraws after attending only the first class of a program, has been reworded to avoid an interpretation that additional evidence is required for the first class of every subject in a program, rather than just the first class of the program: If <del>Where a Skills First student withdraws from a subject enrolment has only attended the first class of a program, an attendance roll dated the same as the Activity Start Date alone for a subject delivered in that class is not sufficient Evidence of Participation, unless the Training Provider can provide additional evidence to show what content was covered in the training session. This additional evidence must show that it was not simply an induction, information session or orientation class, and that training and/or assessment occurred in relation to the subject indicated on the attendance roll.</del> <b>supporting documentation demonstrating that there was engagement in the learning and/or assessment activities of the subject indicated on the roll during that class. Attendance at an induction or orientation class alone is not sufficient Evidence of Participation</b>
Clause 10 Reporting Training Activity, Government-Subsidised Tuition Fees and Other Information	<b>DELETION</b> 	Clauses 10.9 to 10.11 on pre-and post-testing of Foundation Skills are deleted as we don't intend to reinstate the requirement for testing in 2023: <b>Pre- and post-testing of Foundation Skills</b> <del>10.9 If the Training Provider is on the Foundation Skills Approved Provider List, it must collect and submit for each Skills First Student who commences, completes or withdraws from a Domain A or Domain B Foundation Skills Program, in each calendar year into which the Term extends, data that measures their skill level translated into the Australian Core Skills Framework or equivalent (as determined by the Department) as at the:</del> a) <del>commencement of training; and</del> b) <del>completion of or withdrawal from training.</del>  <del>10.10 The data specified in Clause 10.9 of this Schedule 1 must be submitted in a format and timeframe notified by the Department.</del>  <del>10.11 To avoid doubt, the requirements in Clause 10.9 of this Schedule 1 only apply to enrolments in Domain A or Domain B Foundation Skills Programs. They do not apply to enrolments in Literacy and Numeracy Support Units (using program code LNSUPPORT).</del>

Section	Change from 2022 Contract	Details
Clause 11 Determining and Paying Funds	<b>REWODED (NEW TERMINOLOGY)</b> 	Clause 11.2(c) is amended to clarify the requirements a student must meet to receive the VCAL loading, and to reflect the new VCE arrangements: <b>VCAL loading</b> – where the Skills First Student: <ul style="list-style-type: none"> <li>i) meets the requirements for the Disengaged Youth loading in subclause (b)(i) and (ii); and</li> <li>ii) is undertaking training in the <b>VCE Vocational Major</b>, <b>VCAL (Foundation, Intermediate or Senior)</b>, or <b>Victorian Pathways Certificate</b>, for subjects reported against the VCAL program code,</li> </ul>
	<b>CHANGE FROM 2023 DRAFT TO FINAL</b> 	Clause 11.2(c) is amended to update the VCAL loading to the 'VCE and VPC loading' and clarify its application: <b>VCAL VCE and VPC loading</b> – where the Skills First Student: <ul style="list-style-type: none"> <li>i) meets the requirements for the Disengaged Youth loading in subclauses (b)(i) and (ii); and</li> <li>ii) is undertaking training in the <b>VCE Vocational Major</b> or <b>Victorian Pathways Certificate</b> the <b>VPC</b>, for subjects reported against the <b>VCAL VCE or VPC</b> program codes,</li> </ul>
	<b>REWODED (CLARIFICATION)</b> 	Clause 11.15 is amended to use correct terminology that better aligns with the Victorian VET Student Statistical Collection Guidelines: The Department may recover any Funds paid for any relevant subject where no valid final 'Outcome identifier – National' is reported after the Activity End Date, by the earlier of: <ul style="list-style-type: none"> <li>a) 90 days after the Activity End Date; or</li> <li>b) the <b>end-of-final data submission date</b> for the data collection year.</li> </ul>
	<b>REWODED (CLARIFICATION)</b> 	Clause 11.16 is amended to use correct terminology that better aligns with the Victorian VET Student Statistical Collection Guidelines: Where Funds are recovered under Clause 11.15 of this Schedule 1, if a valid final 'Outcome identifier – National' is subsequently reported for that subject by the <b>end-of-final data submission date</b> for the data collection year, then the Department will pay the Training Provider Funds to which it is entitled. The Department is not liable to pay any Funds for a subject under these circumstances after the <b>end-of-final data submission date</b> for the data collection year.
	<b>REWODED (CLARIFICATION)</b> 	Clause 11.18 is amended to correct an incorrect use of the term 'Training Services' The Training Provider must ensure Student Statistical Reports reflect actual training activity that is supported by Evidence of Participation. At a minimum, each monthly submission of Student Statistical Reports must include full details for all reportable training activity already delivered within the data collection year. For example, Activity Start Dates and Activity End Dates must match the actual period of time in which <del>Training Services</del> <b>training activity</b> occurred (or, where applicable, <del>are</del> <b>is</b> reasonably expected to occur).
Clause 14 Eligibility Exemptions Initiative	<b>DELETION</b> 	Clause 14.6 is amended to remove the reference to deleted clause 14.7: Preference for exemptions under Clause 14.1 of this Schedule 1 should be granted to individuals seeking to enrol in training that meets identified skills shortages and localised labour market needs and/or improves their employment prospects, and in accordance with any guidance issued by the Department <del>(except that, to avoid doubt, such preference should not be granted over individuals referred to in Clause 14.7 of this Schedule 1).</del>

Section	Change from 2022 Contract	Details
	<p><b>DELETION</b></p> 	<p>Clause 14.7 is deleted to reflect the removal of mandatory cohorts from the Eligibility Exemptions Initiative:</p> <p><del>The Training Provider must offer exemptions under Clause 14.1 of this Schedule 1 to individuals from the following cohorts, when they present evidence specified in the Guidelines About Eligibility:</del></p> <ul style="list-style-type: none"> <li><del>a) retrenched workers;</del></li> <li><del>b) automotive supply chain workers;</del></li> <li><del>c) Jobs Victoria Employment Network Clients; and/or</del></li> <li><del>d) any other specific cohort as determined by the Department from time to time.</del></li> </ul> <p>Previous clause 14.8 is renumbered to 14.7</p>
<p>Clause 16 JobTrainer</p>	<p><b>DELETION</b></p> 	<p>Previous clause 16 'JobTrainer' is deleted because this initiative is not continuing in 2023.</p>
<p>Clause 16 Skills First Youth Access Initiative</p>	<p><b>NUMBERING CHANGE</b></p> 	<p><b>BECOMES CLAUSE 16</b></p> <p>Previous clause 17 becomes clause 16. In clause references are updated.</p>
<p>Clause 17 (TAFE / Dual only) Free TAFE for Priority Courses</p>	<p><b>NUMBERING CHANGE</b></p> 	<p><b>BECOMES CLAUSE 17</b></p> <p>Previous clause 18 becomes clause 17. In-clause references are updated.</p>
	<p><b>DELETION</b></p>   <p><b>NEW CLAUSE</b></p> 	<p>Clause 17.3 is amended to delete the reference to JobTrainer as a current initiative, and include new sub-clause (c) to allow for an additional fee waiver for the new Auslan qualifications under Free TAFE:</p> <p>An individual may receive an additional Fee Waiver if they:</p> <ul style="list-style-type: none"> <li><del>a) are eligible to enrol in a program on the Free TAFE for Priority Courses List under the JobTrainer initiative;</del></li> <li>b) a) have received a Fee Waiver for a commencement under the JobTrainer initiative in a program on the Free TAFE for Priority Courses List; or</li> <li>e) b) are required to complete the Certificate III in Early Childhood Education and Care as a prerequisite to commence the CHC50121 - Diploma of Early Childhood Education and Care; or</li> <li>c) enrol in the:             <ul style="list-style-type: none"> <li>i) PSP51018 - Diploma of Auslan;</li> <li>ii) PSP50916 - Diploma of Interpreting (Auslan stream); or</li> <li>iii) PSP60916 - Advanced Diploma of Interpreting (Auslan stream).</li> </ul> </li> </ul>

<p><b>DELETION</b></p> 	<p>Clause 17.5 is updated to reflect that JobTrainer is not continuing in 2023:</p> <p>To avoid doubt, an individual who seeks to recommence the same program for which they have received a Fee Waiver under this Clause 18 at another TAFE Institute or Dual Sector University is eligible to continue receiving the Fee Waiver for the duration of that program. This does not apply if the program was commenced under the JobTrainer initiative. <del>and the recommencement is outside the period referred to in Clause 16.15 of Schedule 1.</del></p>
<p><b>CHANGE FROM 2023 DRAFT TO FINAL</b></p> 	<p>Clause 17.5 is updated to remove the restriction on students recommencing a program with a JobTrainer fee waiver:</p> <p>To avoid doubt, an individual who seeks to recommence the same program for which they have received a Fee Waiver under this Clause 18 at another TAFE Institute or Dual Sector University is eligible to continue receiving the Fee Waiver for the duration of that program. <del>This does not apply if the program was commenced under the JobTrainer initiative</del></p>
<p><b>NEW CLAUSE</b></p> 	<p>New clause 17.7 is added to describe the eligibility exemptions that apply to the Auslan qualifications.</p> <p>Under this Clause 17, if the Training Provider has the program on its Funded Scope, it may exempt an individual seeking to enrol in the PSP51018 - Diploma of Auslan, PSP50916 - Diploma of Interpreting (Auslan stream) or PSP60916 - Advanced Diploma of Interpreting (Auslan stream) from the following eligibility requirements:</p> <ul style="list-style-type: none"> <li>a) <b>'upskilling'</b> (Clause 2.4(a) of this Schedule 1); and</li> <li>b) <b>'2 at level in a lifetime'</b> (Clause 2.5(d) of this Schedule 1).</li> </ul>