






























Section	Change from 2021 Contract	Change from Draft 2022 Contract to Final	Details
Various	REWODED 		Terminology is updated to replace: <ul style="list-style-type: none"> 'Foundation Skills List' with 'Foundation Skills Program' 'Funded Courses Report' with 'Funded Programs Report'.
Clause 1 Definitions and Interpretations	NEW DEFINITION 	REWODED 	The new definition of Online Training and Assessment is reworded for clarity: Online Training and Assessment means delivery of supervised training and/or assessment by the Training Provider in a way that requires a Skills First Student to access a digital network via the internet. This does not include using the internet in a face-to-face classroom setting.
	DELETED DEFINITIONS 		The following definitions are deleted: <ul style="list-style-type: none"> Program Supervised Teaching Activity Completion Date – term was used in a clause that is now deleted. Program Unique Supervised Hours – term was used in a clause that is now deleted. Student Tuition Fee Contribution Report – this term is no longer used in the Contract.
		DELETED DEFINITION 	The definition of Learn Local Organisation is deleted from the TAFE and Dual Sector Contracts – this term is no longer used in the Contracts
	NEW WORDING 		Amended for readability and to adjust the scope of the definition: Control means, with regard to an entity: <p>a) the legal, financial or equitable ownership, directly or indirectly, of 50 percent or more of the share capital (or other ownership interest, if not a corporation limited by shares) of the entity;</p> <p>b) the ability to cast, or control the casting, of a majority of votes at the meeting of members of the entity; or</p> <p>b) c) control or influence of, or having the capacity to control or influence;</p> <p>i) the composition of the board or other decision-making body of the entity; or</p> <p>ii) of decision making (directly or indirectly) in relation to the financial and operating policies of the entity,</p> <p>whether or not the ability or control or influence referred to in paragraph (b) or paragraph (c) is based on statutory, legal or equitable rights and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that entity or otherwise.; or</p> <p>e) effective control of the entity.</p>
	NEW WORDING (CLARIFICATION) 		(TAFE and Dual Sector Contracts only) Amended to clarify that programs on the Free TAFE for Priority Courses List will be identified in the Funded Programs Report from early 2022: Free TAFE for Priority Courses List means the specific list of programs as identified on the Funded Programs Report for which TAFE Institutes and Dual Sector Universities must apply a Fee Waiver under the Free TAFE for Priority Courses initiative.
			Amended to clarify that Schedule 3 may also contain programs that can be delivered under Skills First: Funded Scope means the specific list of programs the Training Provider is entitled to be paid Funds for delivering under this Contract, as set out in Schedule 2 (and Schedule 3 where applicable) and varied from time to time.
	REWODED  NEW WORDING (CLARIFICATION) 		(TAFE/Dual Sector Contracts only) Amended to update terminology and to clarify that Schedule 2 may also include information about Enrolment Types: Enrolment Type means whether a particular program is being delivered as an Apprenticeship, a Traineeship, or neither an Apprenticeship nor Traineeship ('non-Apprenticeship/Traineeship') as specified in the Funded Courses Programs Report and/or in Schedule 2.





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	REWORDED 		Reworded because the Foundation Skills List is removed as an attachment to the Guidelines About Eligibility. These programs are now identified in the Funded Course List and will be identified in the Funded Programs Report from early 2022: Foundation Skills List Program means a program identified as a the specific list of approved F foundation S skills P program, issued by the Department on the Funded Programs Report.
	CLAUSE MOVED IN 		Paragraph (a)(ii) of the Material Breach definition in the Non-Victorian Contract is moved to new paragraph (a)(xiv) of the Standard Contract. This is because the Non-Victorian Contract is no longer a separate contract type: Material Breach means any material breach by the Training Provider of its obligations under this Contract, which is deemed to include the Training Provider failing to: <ul style="list-style-type: none"> a) meet any of its obligations set out in: <ul style="list-style-type: none"> xi) Clause 10.32 of Schedule 1 (specific data elements); or xii) Clause 10.840 of Schedule 1 (reporting withdrawals); or xiv) Paragraph 4 of Attachment 1 of Schedule 2 for Non-Victorian Training Providers delivering to a national enterprise (deliver training to at least 50 Victorian employees); or b) provide training and assessment to Skills First Students consistently with, and in a manner that promotes achievement of, the objectives in Clause 3.1 (as required by Clause 4.132).
Clause 2 Application and Term of this Contract	NEW WORDING 		Clause 2.2(b) is amended so this information can be communicated via SVTS instead of through a formal Notice: <ul style="list-style-type: none"> b) 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 gives the Department Notice, 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;
Clause 4 General Obligations of Training Provider	CLAUSE MOVED IN  NEW CLAUSE 		Clause 4.1(a) of the Non-Victorian Contract is moved into new subclause 4.1(a)(iii) of the Standard Contract. This is because the Non-Victorian Contract is no longer a separate contract type: <ul style="list-style-type: none"> a) maintain registration as a registered training organisation: <ul style="list-style-type: none"> i) under the Act; or ii) under the National Act and maintain a principal place of business with a physical site in Victoria, unless otherwise agreed in writing by the Department; or iii) under the National Act if Schedule 2 specifies that the Training Provider is a non-Victorian training provider delivering training to a one or more national enterprises; New clause 4.11 is added: 4.11 The Training Provider must ensure that: <ul style="list-style-type: none"> a) its CEO takes responsibility for overseeing the Training Provider's performance of all of its obligations under this Contract; b) its CEO is available at all reasonable times to answer questions from, and otherwise communicate with, the Department in relation to such performance; c) its CEO provides an accurate, complete and reasonably detailed response to any request by the Department for information relating to the Training Provider's performance under this Contract by: <ul style="list-style-type: none"> i) the time specified by the Department in the request; ii) any longer timeframe agreed by the Department in writing; or iii) if no time is specified, within a reasonable period of time from the Department's request; and d) during any absence of the CEO, a person is delegated, and carries out, the responsibilities of the CEO referred to in paragraphs (a) to (c). As a result, clauses 4.11 and 4.12 in the 2021 Contract become clauses 4.12 and 4.13 in the 2022 Contract.

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Clause 7 Reporting and Information	NEW WORDING (CLARIFICATION) 		Clause 7.1(b) is amended to clarify data reporting requirements: b) provide accurate and complete Student Statistical Reports and other reports or information to the Department about the Training Services, in accordance with Clauses 10 and 11 of Schedule 1;
Clause 8 Payments and Other Financial Arrangements	REWORDED 		Clause 8.3 is reworded to clarify how the Department communicates variations to Funds and to remove unnecessary text: The Department may vary the Funds for one or more Skills First Students by issuing a Notice or a Contract Notification at least 10 Business Days before the variation will take effect, including: a) for reasons of a change of policy; or b) to ensure the proper and responsible administration of the Funds and of the Department's Skills First Program budget, which may include where the Skills First Student has already enrolled in and/or commenced training with the Training Provider at the time the variation is made, during the period 1 January 2021 to 31 December 2021 inclusive.
	DELETION 		Clause 8.8(b) is amended to delete reference to 'Business Days' to align with Department invoicing practice: b) in the absence of agreement under subclause (a), within 30 Business Days after the Department requires it.
Clause 10 Records	CLAUSE MOVED IN 		Clause 10.12(g) of the Non-Victorian Contract is moved into new subclause 10.12(g) of the Standard Contract. This is because the Non-Victorian Contract is no longer a separate contract type: e) evidence the Training Provider has received the fees from Skills First Students that it reported as having charged (via the SVTS), and supporting documentation including: i) invoices or statements provided to the Skills First Student; and ii) bank generated transaction statements of the Training Provider's accounts the fees were paid into; and f) the information referred to in Clauses 4.4 and 4.5 in relation to Skills First Teachers; and g) each of the Agreements as defined in Attachment 1 to Schedule 2 (if applicable where the Training Provider is a non-Victorian training provider delivering training to one or more national enterprises).





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Clause 14 Notices and Representatives	NEW CLAUSES 		<p>New subclauses are added to clauses 14.1 and 14.2 to include email as a method for delivering Notices under Clause 16:</p> <p>14.1 A Notice issued under this Contract by a Party must be:</p> <ul style="list-style-type: none"> a) in writing; b) signed by or on behalf of the Party giving it; and c) either: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> ⌘)A. 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; or ⌘)B. for Notices to the Training Provider, the Head Office address listed in training.gov.au; or ii) in the case of any Notice issued by the Department under Clause 16, sent by email (with a read receipt requested) to the email address of the Training Provider's CEO listed in training.gov.au. <p>14.2 A Notice takes effect from the time it is received, unless a later time is specified in it. A Notice will be deemed to have been received by the addressee:</p> <ul style="list-style-type: none"> a) in the case of hand delivery, at the time of delivery; 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 c) in the case of email, on the first to occur of: <ul style="list-style-type: none"> i) 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; ii) the time that the Notice enters an information system which is under the control of the Training Provider; and iii) the time that the Notice is first opened or read by the intended addressee, <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>
Clause 16 Enforcement	DELETION 		<p>Clause 16.5 is amended to delete reference to 'Business Days' to align with the Department's invoicing practice:</p> <p>16.5 Where the Department requires a payment from the Training Provider under Clause 16.2 and has not recovered that amount under Clause 8.9, the Training Provider will pay the amount due within 30 Business Days, or such other timeframe specified by the Department.</p>
Clause 17 Termination Rights	REWORDED (ADMINISTRATIVE EDIT) 		<p>Clause 17.4(d) is reworded to update the format of in-clause referencing:</p> <p>without limiting Clases 17.4(a), (b) or (c) paragraphs (a) to (c), the Training Provider fails to provide some or all of the Training Services for which Funds have been claimed and/or paid or any such Training Services are not provided to a standard satisfactory to the Department;</p>






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Clause 1 Student Information and Protection	REWORDED 		Clause 1.3(f) is reworded to use the new defined term 'Online Training and Assessment': f) its Online Training and Assessment service standards in accordance with requirements prescribed by the Department; and
Clause 2 Skills First Eligibility	REWORDED 		Clause 2.2(c) is reworded to use the new defined term 'Online Training and Assessment' and to improve readability: c) physically present in the State of Victoria at all times at which they are undertaking the training and assessment. The only exception to this 'physical presence' requirement is where a Skills First Student is temporarily located interstate or overseas for a defined period as part of an industry or for a Practical Placement associated with their training. During the period the Skills First Student is interstate or overseas, they may receive Online Training and Assessment, provided that such Online Training and Assessment only accounts for up to 50% of the total Scheduled Hours applying to the training and/or assessment they are enrolled in may be delivered online during the period they are interstate or overseas.
	REWORDED (ADMINISTRATIVE EDIT) 		Clause 2.14 is reworded to update the format of in-clause referencing: 2.14 The exclusions described in Clauses 2.13(b) to (d) 2.13(b), (c) and (d) of this Schedule 1 do not apply to individuals who are:
Clause 4 Pre-Training Review and Enrolment Requirements	REWORDED 		Clause 4.3(c)(iii) is reworded to use the new defined term 'Online Training and Assessment': iii) digital capability, where the proposed learning includes portions delivered online of Online Training and Assessment ; and
			Clause 4.3(d) is reworded to use the new defined term 'Online Training and Assessment': d) identify whether the proposed learning strategies (including Online delivery Training and Assessment) and materials are appropriate for that individual and, where necessary, steps to overcome any barriers.
Clause 6 Planning for Training and Assessment	REWORDED 		Clauses 6.1 and 6.2 are reworded to improve readability: 6.1 The Training Provider must have a Training and Assessment Strategy consistent with Standard 1 of the National RTO Standards and its User Guide for each program it delivers on the Funded Scope. This includes having a Training and Assessment Strategy for each program and the cohort of students to which it will be delivered that meets the requirements of the relevant Training Package or curriculum materials. 6.2 If the Training and Assessment Strategy for a program, or individual cohort undertaking a program, is structured so the program will be completed in a shorter time period than that described in the Australian Qualifications Framework, t The Training Provider must justify and document within in the Training and Assessment Strategy if a program is structured so it will be completed in a shorter time than described in the Australian Qualifications Framework. This justification must be, using a rationale based on the previous skills, and knowledge and the needs of learners the students, and explain how the relevant cohort: a) has the characteristics to achieve the required rigour and depth of training; and b) can meet all of the competency requirements in a shorter timeframe.
			Clause 6.3 is reworded to use the new defined term 'Online Training and Assessment' and to improve readability: 6.3 Each Training and Assessment Strategy for Where a program or an individual cohort that will be delivered and/or assessed is entirely or partly or wholly comprised of Online Training and Assessment, the Training and Assessment Strategy must reflect and respond to the unique requirements of online that delivery of training and assessment mode, and must include:
			Clause 6.20 is reworded to more closely align with terminology used in Approved Training Schemes: 6.20 The Training Provider must update the Training Plan for an Apprentice/Trainee according to any changes mutually agreed with the parties to the Training Contract throughout the delivery of the training and assessment. The changes must be endorsed by the employer and Apprentice/Trainee.








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			<p>For example, subject to any nominal duration that may be specified in an Approved Training Scheme, the employer and Apprentice/Trainee (but not the Training Provider) can:</p> <ul style="list-style-type: none"> a) specify a duration less than the maximum over which competencies will be attained. that Completion will be available earlier than the specified duration in nominal completion date of the Training Contract if all competencies have been attained; or b) mutually agree to apply for an extension to the maximum Training Contract duration if all required competencies have not been attained by the nominal completion date.
<p>Clause 7 Training and Assessment</p>	<p>REWORDED </p>		<p>Clause 7.4 is reworded to use the new defined term ‘Online Training and Assessment’: Learning materials for online training and assessment Online Training and Assessment</p> <p>7.4 The Training Provider must ensure that all learning materials used for online training and assessment Online Training and Assessment delivery comply with the principles of the Web Content Accessibility Guidelines 2.0.</p>
<p>Clause 9 Evidence of Participation</p>	<p>REWORDED (ADMINISTRATIVE EDIT) </p>		<p>Clause 9.7(g) is reworded to update the format of in-clause referencing:</p> <p>g) If extreme circumstances prevent the Training Provider from retaining any of the items of Evidence of Participation in subclauses paragraphs (a) to (f), the Training Provider must contact the Department for further information and comply with the requirements directed by or agreed with the Department.</p>
	<p>REWORDED </p>		<p>Clause 9.9 is reworded for readability and to remove reference to Trainees as this clause does not apply to them:</p> <p>9.9 Where the Training Provider is required to obtain an employer’s confirmation of an Apprentice or Trainee’s competence in the workplace (as required in the Guidelines About Apprenticeship/Traineeship Training Delivery), if the Training Provider is unable to cannot obtain the employer’s confirmation of an Apprentice’s competence in the workplace (as required in the Guidelines About Apprenticeship/Traineeship Training Delivery) on, or soon after, the date when all supervised training and/or assessment concluded ended for the subject and this results in there being no Evidence of Participation within the timeframe required by Clause 9.6(b)(ii) of this Schedule 1:</p> <ul style="list-style-type: none"> a) the second point of Evidence of Participation required in accordance with Clause 9.6(b)(ii) of this Schedule 1 must be no earlier than 30 days before (and no later than) the date when all supervised training and/or assessment concluded ended; b) the Training Provider must retain a record within the Skills First Student’s file of the date when all supervised training and/or assessment concluded ended.



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Clause 10 Reporting Training Activity, Government-Subsidised Tuition Fees and Other Information	RESTRUCTURED 		Clause 10.1 (a) is amended to include the word 'complete' to better align with reporting requirements in the Victorian VET Student Statistical Collection Guidelines. Previous subclause 10.1(d) is split to become new clause 10.2 to improve clarity: 10.1 The Training Provider must: a) submit accurate and complete Student Statistical Reports to the Department via the SVTS at least once every calendar month per data collection year; b) include in each Student Statistical Report full details for all training activity already delivered within the data collection year, including government-subsidised and fee for service training activity. This includes delivery already commenced and/or completed in the current data collection year; and reporting of program completions; and c) resubmit correct data by no later than the following month's Student Statistical Report if any data it previously submitted as part of Student Statistical Reports is incorrect.; and d) ensure that all required data is included and correct in the final Student Statistical Report for each calendar year into which the Term extends and that it is submitted to the Department via SVTS by no later than (whichever is the earlier date): i) 5pm on 15 January of the next calendar year; or ii) one month after the expiry of the Term or termination of this Contract. 10.2 The Training Provider must ensure that all required data is included and correct in the final Student Statistical Report for each calendar year into which the Term extends and that it is submitted to the Department via SVTS by no later than (whichever is the earlier date): a) 5pm on 15 January of the next calendar year; or b) one month after the expiry of the Term or termination of this Contract. As a result, clauses 10.2 to 10.4 in the 2021 Contract become clause 10.3 to 10.5 in the 2022 Contract, and in-clause references are updated.
	DELETION  NEW WORDING (CLARIFICATION) 		Previous clause 10.2 becomes new clause 10.3. The word 'complete' is added to better align with reporting requirements in the Victorian VET Student Statistical Collection Guidelines. Previous subclauses (d) and (e) are deleted. Reporting of PUSH and PSTAD is still required; however, they are removed from this clause because they aren't as important for identifying key information about the student and their program. 10.3 The Training Provider must ensure that reporting of key information about a Skills First Student and their program of training is accurate and complete at all times, including through the following data items: a) name and contact details of the Skills First Student as required in the NAT00085 file; b) the Delivery Mode Identifier, Outcome Identifier – National, Activity Start Date and Activity End Date as required in the NAT00120 file; and c) Training Organisation Delivery Location Identifier as required in the NAT00120 file, and associated delivery location details as provided in the NAT00020 file.; d) the Program Unique Supervised Hours as required in the NAT00130 file; and e) Program Supervised Teaching Activity Completion Date as required in the NAT00130 file.
	REWORDED 		Previous clause 10.10 becomes clause 10.8 and is reworded to improve readability: 10.8 The Training Provider must report a Skills First Student's withdrawal from a program or subject in accordance with the requirements in the Victorian VET Student Statistical Collection Guidelines, by the earlier of: a) two months after the point date of withdrawal (as defined in the Victorian VET Student Statistical Guidelines); or b) the final data submission date for the data collection year.
	DELETION		The following clauses are deleted to avoid duplication with information in the Victorian VET Student Statistical Collection Guidelines:









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			<ul style="list-style-type: none"> Clause 10.5 – information about how to report ‘Client Tuition Fee and Client Fees – Other’ Clause 10.6 – information about how to report VCE/VCAL units Clause 10.9 – information about how to report completions <p>As a result, clauses 10.7 to 10.13 of the 2021 Contract become clauses 10.6 to 10.11 of the 2022 Contract, and in-clause references are updated.</p>
Clause 11 Determining and Paying Funds	DELETION REWORDED 		<p>Clause 11.2(d) is reworded to use the new defined term ‘Online Training and Assessment’.</p> <p>The date ‘from 1 April 2021’ is deleted because this refers to the date from which changes were introduced in 2021 to how the regional loading is applied.</p> <p>d) Regional loading – where a subject is delivered to a Skills First Student in a delivery location reported with a regional postcode (as determined by the Department), the ‘Subsidy’ or ‘RPL subsidy’ will be increased by 10%.</p> <p>The regional loading does not apply to online delivery Online Training and Assessment or to distance education, which is deemed have occurred if the Predominant Delivery Mode reported is ‘E’ (external delivery). The only exception is for training delivery from 1 April 2024 where the student’s usual residential address is reported with a regional postcode (as determined by the Department).</p>
			<p>Clause 11.10 is reworded to remove the detailed description of how payments are apportioned, as this information will be provided in guidance rather than in the Contract:</p> <p>11.10 Contact Hour Funds will be calculated at the subject level, and the Training Provider will be paid for the Scheduled Hours reported for the subject in equal instalments over the number of months of scheduled delivery. Each monthly instalment will be for a whole number of Scheduled Hours. If the total number of Scheduled Hours divided by the number of months of scheduled delivery is not a whole number, payment will be apportioned in a reasonable manner determined by the Department. the Department will apportion payment until equal instalments can be paid for the remaining months by either:</p> <p>a) paying a minimum of 1 hour per month where the number of Scheduled Hours is greater than the number of months of scheduled delivery; or</p> <p>b) making no monthly instalment payments where the number of Scheduled Hours is less than the number of months of scheduled delivery.</p>
	DELETION 		<p>Clause 11.15 is amended to delete text describing when the provision changed in 2021:</p> <p>11.15 The Department may recover any Funds paid for any relevant subject (including all training activity reported for Apprentices and Trainees from 1 July 2024) where no valid final ‘Outcome identifier – National’ is reported after the Activity End Date, by the earlier of:</p>
	REWORDED 		<p>Clause 11.21 is reworded for clarity and to improve readability:</p> <p>11.21 The Department is not liable to pay Funds for programs other than those that are currently endorsed on the Funded Courses Programs Report and on the Funded Scope. To avoid doubt, Funds will only be paid where the Program Commencement Date for the relevant program:</p> <p>a) falls within the ‘Effective for PCD from’ and ‘Effective for PCD to’ dates for the program as described specified in Schedule 2; and</p> <p>b) falls within the ‘Effective for PCD from’ and ‘Effective for PCD to’ dates for the program in the Funded Courses Programs Report and on the Funded Scope.</p>
	CLAUSE MOVED OUT 		<p>Clause 11.25 is amended to move the content of the second sentence of the clause to new subclause 11.28(b):</p> <p>11.25 The Department is not liable to pay Funds for RPL undertaken as part of enrolment in a Foundation Skills List Program, or the Certificate I in Vocational Preparation. Where RPL is funded by the Department, it will be paid based on the Scheduled Hours up to the nominal hours per subject in accordance with this Schedule 1.</p>
CLAUSE MOVED IN REWORDED 		<p>Clause 11.28 is split into subclauses and reworded to include the content of the second sentence of clause 11.25:</p> <p>11.28 The Department is not liable to pay the Contact Hour Funds:</p> <p>a) in excess of two times the nominal hours per subject as published in the Victorian Purchasing Guide; and</p> <p>b) in excess of the nominal hours per subject as published in the Victorian Purchasing Guide for RPL.</p>	

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	<p>NEW CLAUSES</p> 		<p>New clauses 11.31 and 11.32 are added to clarify data reporting requirements:</p> <p>11.31 The Department is not liable to pay Funds where a claim is lodged for an Apprentice or Trainee, but relevant information reported via the Student Statistical Report does not match the information about the student and Training Contract as recorded in the Epsilon database.</p> <p>11.32 The Department is not liable to pay Funds where a claim is lodged for an Apprentice or Trainee, but the training activity occurs after the nominal end date of the Training Contract.</p>
<p>Clause 12 Specific Audits and Reviews</p>	<p>NEW CLAUSE (CLARIFICATION)</p> 		<p>New clause 12.2 is added to clarify that enforcement actions taken for audits under clause 12 don't impact the Department's other enforcement powers and termination rights:</p> <p>12.2 To avoid doubt, where the Department takes any action under Clause 16 (Enforcement) of this Contract in relation to audits of the type referred to in Clause 12.1 of this Schedule 1, this does not limit any of the Department's other rights under Clauses 16 and 17 (Termination Rights) of this Contract.</p> <p>As a result, clauses 12.2 and 12.3 in the 2021 Contract become clauses 12.3 and 12.4 in the 2022 Contract.</p>
	<p>REWORDED</p>  <p>RESTRUCTURED</p> 		<p>Previous clause 12.2 becomes clause 12.8 and is reworded for readability.</p> <p>Previous clauses 12.3 and 12.4 are combined to become new clause 12.4:</p> <p>Evidence of Participation audit</p> <p>12.3 If The Department may conduct an Evidence of Participation audit, using a statistically valid sample size it determines. as determined by the Department, reveals that If the audit reveals unsupported subjects (exceptions) are not supported by without satisfactory Evidence of Participation in accordance with this Contract (including Clause 9 of this Schedule 1), then where and the percentage of unsupported subjects (exceptions) exceeds a threshold determined by the Department, it may take action under Clause 16 (Enforcement) of this Contract. then where specified by the Department, the Department may:</p> <ul style="list-style-type: none"> a) apply a monetary amount in accordance with Clause 16 of this Contract (Enforcement); b) require a refund of some or all of the Funds from the Training Provider; and/or c) cancel some or all of the Funds claimed by the Training Provider. <p>Taking any of the actions in this Clause 12.2 does not limit the Department's other rights under Clauses 16 (Enforcement) and 17 (Termination Rights) of this Contract in that event, or any of its rights under Clauses 16 and 17 of this Contract in any other circumstance.</p> <p>12.4 For the purpose of Clause 12.32(a) of this Schedule 1, if the Department:</p> <ul style="list-style-type: none"> a) the applies a monetary amount under Clause 16.2(e), that amount will be 10 per cent of the total Funds claimed and/or paid to the Training Provider across the total population of subjects from which the statistically valid sample has been drawn, multiplied by the percentage of exceptions; and/or b) For the purpose of Clause 12.2(b) of this Schedule 1, requires a refund of the Funds under Clause 16.2(d), the value of Funds sought by the Department may be up to the percentage of exceptions above the threshold, multiplied by the total Funds claimed and/or paid to the Training Provider across the total population of subjects from which the statistically valid sample has been drawn. <p>Evidence of Eligibility audit</p> <p>12.5 If an Evidence of Eligibility audit reveals that the Training Provider does not have sufficient documentation to demonstrate it has correctly assessed an individual's Skills First Entitlement (in accordance with Clause 3 of Schedule 1) and the Training Provider has claimed Funds for that individual (exception), then the Department may take action under Clause 16 (Enforcement) of this Contract.:</p> <ul style="list-style-type: none"> a) apply a monetary amount in accordance with Clause 16 of this Contract (Enforcement); b) require a refund of some or all of the Funds from the Training Provider; and/or c) cancel some or all of the Funds claimed by the Training Provider.

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			<p>Taking any of the actions in this Clause 12.5 does not limit the Department's other rights under Clauses 16 (Enforcement) and 17 (Termination Rights) of this Contract in that event, or any of its rights under Clauses 16 and 17 of this Contract in any other circumstance.</p> <p>12.6 For the purpose of Clause 12.5(a) of this Schedule 1, the if the Department applies a monetary amount under Clause 16.2(e), that amount will be 10 per cent of the total Funds claimed and/or paid to the Training Provider for each enrolment for which an exception has been identified.</p> <p>Evidence of Fee Concession/ Fee Waiver audit</p> <p>12.7 If an Evidence of Fee Concession/Fee Waiver audit reveals that the Training Provider does not have sufficient documentation to demonstrate that it has correctly assessed a Skills First Student's entitlement to receive a Fee Concession or Fee Waiver (in accordance with this Contract, including Clause 5 of this Schedule 1), and the Training Provider has claimed Funds for that individual (exception) then the Department may take action under Clause 16 (Enforcement) of this Contract.:</p> <p>a) apply a monetary amount in accordance with Clause 16 of this Contract (Enforcement);</p> <p>b) require a refund of some or all of the Funds from the Training Provider; and/or</p> <p>c) cancel some or all of the Funds claimed by the Training Provider.</p> <p>Taking any of the actions in this Clause 12.7 does not limit the Department's other rights under Clauses 16 (Enforcement) and 17 (Termination Rights) of this Contract in that event, or any of its rights under Clauses 16 and 17 of this Contract in any other circumstance.</p> <p>12.8 For the purpose of Clause 12.7(a) of this Schedule 1, the if the Department applies a monetary amount under Clause 16.2(e), that amount will be 10 per cent of the total Fee Concession Contribution or Fee Waiver Contribution claimed and/or paid to the Training Provider for each enrolment where an exception has been identified.</p>
Clause 13 Asylum Seeker VET Program	REWORDED 	DELETION 	<p>Clauses 13.1 is updated to remove the requirement that only holders of specific visa subclasses can participate in this program.</p> <p>13.1 The Training Provider may exempt an individual from the citizenship/permanent residence eligibility criterion (as set out in Clause 2.2(a) of this Schedule 1) if:</p> <p>a) the individual is referred to training via the Asylum Seeker Resource Centre or the Australian Red Cross Victims of Human Trafficking Program and they present a 'Referral to Government Subsidised Training – Asylum Seekers' form; or</p> <p>b) the Training Provider confirms using the Commonwealth Visa Entitlement Verification Online (VEVO) that the individual holds a valid:</p> <p>i) Bridging Visa Class E (BVE) —(subclass 051);</p> <p>ii) Safe Haven Enterprise Visa (SHEV) —(subclass 790);</p> <p>iii) Temporary Protection Visa (TPV) —(subclass 785); or</p> <p>iv) Bridging Visa Class F (BVF) —(subclass 060).</p>
	DELETION 		Clauses 13.4 and 13.5 are deleted to avoid duplication with reporting instructions in Victorian VET Student Statistical Collection Guidelines.
Clause 14 Eligibility Exemptions Initiative	NEW WORDING 	REWORDED 	<p>Clause 14.1 is amended to reflect that all training providers may offer exemptions under the Eligibility Exemptions Initiative:</p> <p>14.1 If the Training Provider is a Learn Local Organisation, it The Training Provider may exempt an individual from the:</p>
			<p>Clause 14.2 is amended to reflect that instead of a percentage of total commencements in the calendar year, there will be a fixed number of commencements for which exemptions can be applied:</p> <p>14.2 The maximum number of commencements for which exemptions If the Training Provider is a Learn Local Organisation, it may grant be granted exemptions under Clause 14.1 of this Schedule 1 for up to 30% of its total number of commencements in the 2021 calendar year. An exemption is identified where the Eligibility Exemption Identifier in the NAT00120 file has been set to 'Y' as specified in Schedule 2 – Individual Details and Conditions.</p>

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			<p>Previous clause 14.5 becomes clause 14.4 and is amended to remove reporting instructions to avoid duplication with the Victorian VET Student Statistical Collection Guidelines:</p> <p>14.4 Commencements are not counted for the purpose of Clause 14.2 if they are reported using specific Funding Source Identifiers – State Training Authority identified in the Victorian VET Student Statistical Collection Guidelines. For the purpose of Clauses 14.2 and 14.3, commencements reported using Funding Source Identifier – State Training Authority ‘LVP’, ‘LVL’, ‘ASP’, ‘ASL’, ‘BWP’, ‘BWL’, ‘DIP’, ‘DIL’, ‘UPP’, ‘FVP’, ‘19P’, ‘02P’, ‘JFP’, ‘JFL’, ‘JSP’, ‘PSP’ and ‘GSP’ are not counted.</p>
			<p>Clause 14.8 (previously clause 14.9) is amended to reflect new initiative settings:</p> <p>14.8 The Department may vary:</p> <ul style="list-style-type: none"> a) the Funding Source Identifiers or cohorts to which eligibility exemptions under this Clause 14 can be applied; and/or b) the Funding Source Identifiers that are not counted towards the total maximum number of commencements referred to in Clause 14.2 of this Schedule 1.
	DELETION 		<p>The following clauses are deleted</p> <ul style="list-style-type: none"> • Previous clause 14.3 – this initiative only applies to TAFE and Learn Local Organisations in 2022. • Previous clause 14.10 – removal of reporting instructions for initiatives to avoid duplication with the Victorian VET Student Statistical Collection Guidelines. <p>As a result, clauses 14.4 to 14.9 in the 2021 Contract become clauses 14.3 to 14.8 in the 2022 Contract, and in-clause references are updated.</p>
Clause 15 Training to Support the 10-Year Industry Plan for Family Violence Prevention and Response		<p>REWORDED </p> <p>NEW CLAUSE </p>	<p>Clause 15.1 is amended and new Clause 15.4 is added to the TAFE and Dual Sector Contracts to reflect that the Course in identifying and responding to family violence risk must be offered free at TAFE:</p> <p>Purpose</p> <p>15.1 This Clause 15 sets out eligibility exemptions and a Fee Waiver for training to support the Victorian Government’s 10-year Industry Plan for family violence prevention and response</p> <p>Fees</p> <p>15.4 The Training Provider must grant a Fee Waiver for enrolments in 22510VIC – Course in identifying and responding to family violence risk in accordance with the Guidelines About Fees</p> <p>As a result, existing Clause 15.4 in the Draft TAFE and Dual Sector Contracts becomes Clause 15.5 and existing Clause 15.5 becomes Clause 15.6.</p>
	DELETION 		<p>Clause 15.5 in the Standard Contract and clause 15.6 in the TAFE and Dual Sector Contracts are deleted to avoid duplication with reporting instructions in Victorian VET Student Statistical Collection Guidelines.</p>
Clause 16 Job Trainer	NEW WORDING 	NEW WORDING 	<p>Clause 16.2 is amended to reflect that this initiative is extended until 31 December 2022:</p> <p>16.2 This Clause 16 applies to training activity that commences between the Commencement Date and 30 June 31 December 2022.</p>
			<p>Clause 16.16 (Clause 16.15 in the TAFE and Dual Sector Contracts) is amended to reflect that this initiative is extended until 31 December 2022:</p> <p>16.16 To avoid doubt, if a Skills First Student withdraws from, and then seeks to recommence, in the same program for which they have received their JobTrainer benefits, the JobTrainer benefits may be applied in respect of that recommencement if it occurs during the period in which JobTrainer commencements can be made (until 30 June 31 December 2022).</p>
		NEW WORDING 	<p>Clause 16.12 (Clause 16.11 in the TAFE and Dual Sector Contracts) is amended to reflect that individuals enrolling in JobTrainer priority programs do not need to meet the age and job seeker status requirements:</p>

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			<p>16.12 To participate in the JobTrainer initiative an individual must be:</p> <ul style="list-style-type: none"> a) 17 to 24 years of age at the time of commencement of training; or b) a job seeker -(as specified in Clause 16.13); or c) enrolling in a JobTrainer priority program as identified on the JobTrainer Funded Programs Report.
		<p>NEW WORDING (CLARIFICATION)</p> 	<p>Clause 16.13(a) (Clause 16.12(a) in the TAFE and Dual Sector Contracts) is amended to clarify that dependents of concession card holders are considered job seekers for the purposes of JobTrainer:</p> <p>16.13 For the purpose of JobTrainer, a job seeker is an individual who:</p> <ul style="list-style-type: none"> a) holds a current and valid Health Care Card issued by the Commonwealth, Pensioner Concession Card or Veteran’s Gold Card, or is the dependent spouse or dependent child of a card holder;
		<p>NEW WORDING</p>	<p>Clause 16.18 (Clause 16.17 in the TAFE and Dual Sector Contracts) about JobTrainer Traineeships is amended to reflect that individuals enrolling in a priority program do not need to meet the age and employment status requirements; and to clarify that dependents of concession card holders are treated in the same way as card holders:</p> <p>16.18 A Skills First Student may receive JobTrainer benefits for a program that is delivered as a Traineeship if they are:</p> <ul style="list-style-type: none"> a) 17 to 24 years of age at the time of commencement of training; or b) over 24 years of age and: <ul style="list-style-type: none"> i) hold a current and valid Health Care Card issued by the Commonwealth, Pensioner Concession Card or Veteran’s Gold Card, or are the dependent spouse or dependent child of a card holder; ii) were unemployed on the commencement date of their Training Contract; or iii) became employed no earlier than 31 days before the commencement date of their Training Contract; or c) enrolling in a JobTrainer priority program as identified on the JobTrainer Funded Programs Report.
	<p>REWORDED (ADMINISTRATIVE EDIT)</p> 		<p>Clause 16.13(d) is reworded to make the format of in-clause references consistent:</p> <ul style="list-style-type: none"> d) does not have one of the forms of evidence in subclauses paragraphs (a) to (c) but has made and signed a self-declaration that they are currently unemployed.

	DELETION 		<p>Clauses 16.19 and 16.20 in the Standard Contract, and clauses 16.19 to 16.21 in the TAFE and Dual Sector Contracts are deleted to avoid duplication with reporting instructions in Victorian VET Student Statistical Collection Guidelines.</p> <p>As a result:</p> <ul style="list-style-type: none"> clause 16.21 in the 2021 Standard Contract becomes clause 16.19 in the 2022 Standard Contract. clauses 16.21 and 16.22 in the 2021 TAFE and Dual Sector Contracts become clauses 16.18 and 16.19 in the 2022 TAFE and Dual Sector Contracts.
Clause 17 COVID-19 Response – Funding to Deliver Infection Control Skill Sets	DELETION 		<p>Previous clause 17 ‘COVID-19 Response – Funding to Deliver Infection Control Skill Sets’ is deleted because this initiative ends on 31 December 2021.</p>
Clause 17 Skills First Youth Access Initiative	NUMBERING CHANGE 		BECOMES CLAUSE 17 Previous clause 18 becomes clause 17.
	NEW WORDING 		<p>Previous clause 18.2 becomes clause 17. 2.</p> <p>‘Department of Health and Human Services’ is replaced with ‘Department of Families, Fairness and Housing’.</p>
	DELETION 		<p>Previous clause 18.7 is deleted to avoid duplication with reporting instructions in Victorian VET Student Statistical Collection Guidelines.</p> <p>As a result, clause 18.8 in the 2021 Contract becomes clause 17.7 in the 2022 Contract. The heading for this clause is also changed from ‘Reporting’ to ‘Payment’.</p>
Clause 18 (TAFE / Dual only) Free TAFE for Priority Courses	NUMBERING CHANGE 		BECOMES CLAUSE 18 Previous clauses 19 becomes clauses 18.
	DELETION 		<p>Previous clause 19.8 is deleted to avoid duplication with reporting instructions in Victorian VET Student Statistical Collection Guidelines. As a result, clause 19.9 in the 2021 Contract becomes clause 18.8 in the 2022 Contract.</p>
	NEW WORDING 		<p>Clause 18.3 is amended to reflect that students who need to undertake the Certificate III in Early Childhood Education and Care as a prerequisite to do the Diploma can access the Free TAFE fee waiver for both programs:</p> <p>18.3 An individual may receive an second additional Fee Waiver if they:</p> <ul style="list-style-type: none"> a) are eligible to enrol in a program on the Free TAFE for Priority Courses List under the JobTrainer initiative; or b) have received a Fee Waiver for a commencement under the JobTrainer initiative in a program on the Free TAFE for Priority Courses List; or c) 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.