



**Queensland Government**

**2018–2020  
Trade Skills Assessment and Gap  
Training Program**

**VET SERVICES  
AGREEMENT**

**For the Provision of Publicly Funded  
Recognition of Prior Learning and  
Gap Training in Priority Trade  
Qualifications**

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## Parties

### State of Queensland through the Department of Employment, Small Business and Training

(ABN 84 375 484 963)

("the Department")

and

**Supplier Trading Name:** «\VARS TRADING\_NAME»

**Supplier Legal Name:** «\VARS LEGAL\_NAME»

whose registered address is at «\VARS HEAD OFFICE ADDRESS1»«\VARS HEAD OFFICE ADDRESS2»«\VARS HEAD OFFICE SUBURB»«\VARS HEAD OFFICE STATE»«\VARS HEAD OFFICE PCODE»

**Supplier's ABN:** «\ABN»

**Supplier's ACN (if applic.):** «\ACN»

**TGA Number:** «\NTIS\_ID»

("the Supplier")

## Purpose

- (a) The Trade Skills Assessment and Gap Training Program (the Program) is part of the Queensland Government's *Annual VET Investment Plan* to reform the State's vocational education and training sector. The Program supports industry-led recognition of prior learning (RPL) and provision of associated gap training for skilled individuals completing Priority Trade Qualifications.
- (b) The parties intend to create legally binding relations whereby funding is provided to the Supplier under the terms and conditions set out in this Agreement.

## 1. Definitions and interpretation

Unless the context otherwise requires, the definitions and interpretations set out in Appendix 1 apply to this Agreement.

## 2. Term of Agreement

The term of this Agreement ("the Term") is specified in Appendix 2 unless terminated earlier in accordance with this Agreement.

## 3. Duties of the Supplier

- (a) Where Training and Assessment are to be delivered as part of the Services, then the Supplier must also:
  - i) be registered as a Registered Training Organisation at all times during the Term of the Agreement and have within its scope of registration the Qualifications set out in Schedule A;
  - ii) ensure that Services provided under the Agreement meet the requirements (including, standards, guidelines, rules and descriptors) outlined in the latest AVETMISS release for the applicable Delivery Mode Identifier and Outcome Identifier that is required to be reported pursuant to clause 6 (Reporting);
  - iii) comply with the following:
    - A) the terms of this Agreement;
    - B) the VET Quality Framework;
    - C) the Department's policies for
      - i. Pre-qualified Suppliers; and
      - ii. The applicable Program (s); and

- D) all relevant laws in the performance of its obligation under this Agreement.
- iv) In the event of an inconsistency between the documents referred to in clauses 3(a) iii) above, the inconsistency shall be resolved by giving precedence in the following order:
  - 1. All relevant Laws;
  - 2. The terms of this Agreement;
  - 3. The Departments Policies for Pre-qualified Suppliers;
  - 4. The Departments Policies for the applicable Program(s);
  - 5. The VET Quality Framework
- (b) offer Recognition of Prior Learning (RPL) to all Participants upon enrolment and prior to commencement of formal accredited training delivery. Suppliers must be able to demonstrate they have undertaken processes to encourage the uptake of, and to streamline the delivery, of RPL.
- (c) the Program Specification set out in Appendix 2 applies to this Agreement, and the Supplier must, in accordance with this Agreement, provide the Services and comply with all other obligations outlined in the Program Specification.
- (d) the Services must be provided diligently, effectively and to a high professional standard in accordance with this Agreement.
- (e) the Supplier must provide to Participants such information, or documents specified by the Department from time to time.

#### **4. Supplier's Personnel**

- (a) The Supplier will ensure the Supplier's Personnel are aware of and comply with this Agreement and are sufficiently qualified, skilled and experienced to comply with the Supplier's obligations.
- (b) The Supplier will ensure the Supplier's personnel comply with
  - A. The VET Quality Framework as an RTO during the Term;
  - B. All relevant laws in the performance of its obligations under this Agreement.
- (c) The Supplier remains fully responsible for the performance of its obligations under this Agreement by any of its Personnel.

#### **5. Key Performance Indicators**

- (a) The Key Performance Indicators and the standards of performance against which service provision outcomes will be measured by the Department are specified in Appendix 4.
- (b) The Supplier must meet the standards of performance against the Key Performance Indicators as set out in Appendix 4. If the Supplier does not meet the standards specified in the Key Performance Indicators, the Department may, without limitation, exercise its rights under clauses 12 (Reduction in Scope) or 25 (Termination).
- (c) The Supplier must fully co-operate by participating in any general research, monitoring or evaluation programs undertaken by the Department, or on behalf of the Department, in relation to the provision of the Services.

#### **6. Reporting**

- (a) The Supplier must fully and correctly provide to the Department the reports set out in Appendix 5 in accordance with the timeframes and other obligations set out in that Appendix.
- (b) Where the reports under this clause relate to Training and Assessment that are required to be delivered as part of the Services, then:
  - i) the Supplier must also utilise and comply with the relevant AVETMISS release requirements (including, standards, guidelines, rules and descriptors) as superseded, amended or replaced from time to time, and the Department's specifications for reporting as advised from time to time.
  - ii) where there is any conflict between AVETMISS and the Department's specifications for reporting, then the Department's specifications will prevail.
  - iii) this clause applies if an AVETMISS code or requirement (including, standard, rule, guideline or descriptor) is repealed, superseded or amended, and a new AVETMISS code or requirement dealing with substantially the same subject matter is made to replace it. Unless otherwise

specified by the Department, any reference to the repealed, superseded or amended code or requirement is taken to be a reference to the new code or requirement.

- (c) The Department may, by written notice, require the Supplier to correct or provide additional information or reports within 5 business days.
- (d) To save any doubt, a reference to a 'relevant AVETMISS' in this Agreement refers to, unless otherwise specified in writing by the Department, the latest AVETMISS release requirements (including, standards, guidelines, rules, and descriptors) that are applicable for the period of delivery in question.

## **7. Funding**

- (a) Subject to this Agreement, the Department will pay the Supplier the Funds in accordance with Appendix 6.
- (b) Without limiting the Department's rights under this Agreement, and irrespective of the timing of any payments made by the Department to the Supplier, the Supplier's entitlement to the Funds, or any part thereof, is –
  - i) contingent on the Supplier delivering the Services diligently, effectively and to a high professional standard and complying with all the terms and conditions of this Agreement; and
  - ii) unless otherwise agreed in writing by the Department, calculated pursuant to Appendix 6 of this Agreement.
- (c) Payments by the Department to the Supplier to which the Supplier is not entitled to under this Agreement are and remain debts due to the Department.
- (d) The Department may, without limitation, offset any amount payable to the Supplier or debt owed by the Supplier pursuant to this Agreement against any other debts by or monies payable to the Supplier under this or another Agreement between the parties.
- (e) Where Project Coordination responsibilities are part of the Services, then the Supplier must also, unless otherwise agreed to by the Department, ensure that:
  - i) it only uses the Funds relating to the Project Coordination responsibilities for the purpose of carrying out the Project Coordination responsibilities in accordance with this Agreement; and
  - ii) the Funds relating to the Project Coordination responsibilities which are not expended by the end of this Agreement are returned to the Department.

## **8. Payment Process**

Payment to the Supplier will be by electronic funds transfer into the financial institution account nominated by the Supplier.

## **9. Goods and Services Tax (GST)**

- (a) The parties agree that supplies of Training and Assessment made under the Agreement are not subject to GST.
- (b) The parties agree that GST will apply to supplies made under this Agreement other than for the provision of accredited Training and Assessment. In the event that the Supplier is liable for the payment of GST, then the amount payable under this Agreement shall be inclusive of GST.
- (c) The parties agree that the Department can issue recipient created tax invoices in respect of the Supplier's supplies under this Agreement.
- (d) The parties agree that the Supplier will not issue tax invoices in respect of the supplies it makes under this Agreement.
- (e) Each party acknowledges that it is registered for GST at the commencement date of this Agreement and that it will notify the other party if it ceases to be registered.

## **10. Variation**

No variation to this Agreement will be valid unless it is in writing and signed by both parties.

## **11. Special Conditions**

This Agreement is subject to any special conditions set out in Item 11 of Appendix 2 notwithstanding any other clause under this Agreement.

## **12. Reduction in Scope**

- (a) Without limiting any other rights the Department may have under this Agreement and subject to clause 12(b), the Department may, upon giving the Supplier written notice, reduce the scope of the Services from the date specified in the notice.
- (b) The Department may reduce the scope of the Services if:
  - i) a Qualification is superseded by another Qualification;
  - ii) the Supplier has not provided or reported delivery against a Qualification for a period of 3 consecutive months or more;
  - iii) the Supplier is no longer registered to deliver training and/or assessment services for a particular Qualification;
  - iv) the Supplier fails to meet any of the Key Performance Indicators specified pursuant to clause 5 (Key Performance Indicators ); or
  - v) any Audit conducted by the Department indicates the Supplier has not complied with its obligations under this Agreement against a particular Qualification.
- (c) Where there has been a reduction in the scope of the Services under this clause, the Supplier's entitlement to Funds under clause 7 (Funding) for the remaining Term of this Agreement will proportionately reduce in accordance with the reduction in the scope of Services.

## **13. Severability**

- (a) The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate or render unenforceable the remaining provisions of the Agreement.
- (b) Any illegal or invalid provision of the Agreement will be severable and all other provisions will remain in full force and effect.

## **14. No Assignment**

The Supplier must not assign its obligations or rights under this Agreement without prior approval in writing from the Department.

## **15. Publicity and Public Statements**

- (a) The Supplier must not make any critical or misleading public statements in relation to this Agreement including statements that are critical of the level of funding, or actions taken by the Department pursuant to this Agreement.
- (b) All publicity relating to the deliverables under this Agreement, including publications, promotional and advertising materials, public announcements and activities or any products, processes or inventions developed as a result of the Agreement must acknowledge the funding provided by the Department.
- (c) The Department may require the Supplier to remove, amend or include particular information in relation to any publicity undertaken by the Supplier about the deliverables under this Agreement.

## **16. Notices and Notification**

- (a) Any notice or other communication to be given under this Agreement is to be in writing and must be either by prepaid post or transmitted electronically to the other party at its address set out in Appendix 7 or any substitute address as may have been notified in writing by the relevant addressee from time to time.
- (b) A notice or other communication will be deemed to be received:
  - i) if posted, upon the expiration of 3 business days after the date on which it was sent; and
  - ii) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

## **17. Documentation and Record Keeping**

The Supplier must collect and retain documents, records and information in accordance with Item 9 of Appendix 2.

## 18. Subcontracting

- (a) The Supplier may unless otherwise specified by the Department or in Item 10 of Appendix 2 of this Agreement, Subcontract the performance of its obligations under this Agreement.
- (b) Subject to Clause 18(a), the Supplier must not Subcontract the performance of any of its obligations under this Agreement unless it ensures the suitability of the Subcontractor for the work proposed to be carried out. Where Training and Assessment is to be delivered as part of the Services, this includes ensuring that the work meets the requirements of this Agreement and all aspects of the VET Quality Framework, including, any form or process requirements.
- (c) The Supplier remains fully responsible for the performance of its obligations under this Agreement, even if it Subcontracts some or all of them.
- (d) The Department may by giving written notice to the Supplier require the Supplier to, at its own cost, cease using any Subcontractor. If the Department exercises this right, the Supplier remains liable for the past acts or omissions of the Subcontractor.

## 19. Compliance Monitoring

- (a) Without limiting any other rights the Department may have under this Agreement, the Department may by written notice require the Supplier to provide records and information, including copies of any Subcontract agreements, directly related to this Agreement within 5 business days. To save any doubt, the Department may require the Supplier under this clause 19(a) to provide records and information on a regular basis.
- (b) The Department may audit the Supplier to ensure compliance with the terms and conditions of this Agreement.
- (c) The Supplier must pay for the cost of any second or subsequent audits conducted to investigate whether breaches of this Agreement have been rectified.

## 20. Access to Supplier's Premises

- (a) The Department may on giving 5 business days written notice to the Supplier:
  - i) access the premises of the Supplier;
  - ii) inspect and copy documentation and records, however stored, in the custody or under the control of the Supplier or its Personnel which are directly related to this Agreement;
  - iii) require the Supplier or its Personnel to provide full and accurate answers to any questions concerning records or information related to this Agreement;
  - iv) require the Supplier to provide access to Participants, and to monitor the provision of Services conducted pursuant to this Agreement.
- (b) The Supplier must do all things necessary to comply with the requirements notified under this clause.
- (c) The Supplier must ensure that all of its Subcontractors that provide the Services under this Agreement on its behalf grant the rights described in this clause to the Department in respect of the Services under this Agreement conducted by the Subcontractor/s.

## 21. Survival

The following clauses will survive termination or expiration of this Agreement for a period of 6 years:

Clause 7	Funding
Clause 12(c)	Reduction in Scope (status of payments)
Clause 15	Publicity and Public Statements
Clause 17	Documentation and Record Keeping
Clause 19	Compliance Monitoring
Clause 20	Access to Supplier's Premises
Clause 21	Survival
Clause 23	Demand for Refund of Payments
Clause 26	Obligations on Expiration or Termination
Clause 27	Personal Information

## 22. Dispute Resolution Process

- (a) The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:
- i) firstly, the party claiming that there is a dispute will serve notice in writing to the other party setting out the nature of the dispute;
  - ii) secondly, the parties will try to resolve the dispute by direct negotiation;
  - iii) thirdly, the parties have 20 business days from the service of notice (*or such extended time as the parties may agree before the expiration of the 20 business days*) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
  - iv) lastly, if:
    - A) there is no resolution or agreement; or
    - B) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 20 business days of the submission, or such extended time as the parties may agree before the expiration of the 20 business days,then any party may commence legal proceedings.
- (b) This clause does not apply to action by the Department under or purportedly under clause 25 (Termination) nor does it preclude any of the parties from commencing legal proceedings for urgent interlocutory relief.
- (c) Despite the existence of a dispute, the Supplier must (unless advised in writing by the Department not to do so) continue to perform the Services under this Agreement.

## 23. Demand for Refund of Payments

- (a) If the Department has made payments to the Supplier to which the Supplier is not entitled to any part thereof, the Department may by written notice demand payment within 30 business days of any amount to which the Supplier is not entitled.
- (b) The notice may specify the mode of payment.
- (c) The Supplier must refund the payment in accordance with the notice or as otherwise agreed by the parties in writing.

## 24. Default

The Supplier is in default of its obligations under this Agreement if:

- (a) It is in breach of any clause of this Agreement, except where the breach is capable of remedy, in which case the breach will not constitute a default unless the Department gives the Supplier notice in writing to remedy the breach and the Supplier does not remedy it within the specified period. Where the Department has issued a notice under this clause 24 (Default), it may also:
- i) require the Supplier to develop and implement a strategy to rectify the non-compliance; or
  - ii) require the Supplier to cease enrolling any Participants for the purposes of this Agreement;
- (b) Any information provided by the Supplier to the Department pursuant to this Agreement proves to have been, or to be, false or misleading in any material respect; or
- (c) The Supplier becomes bankrupt or insolvent or becomes subject to any form of administration.

## 25. Termination

- (a) If the Supplier is in default under clause 24 (Default) the Department may by written notice terminate this Agreement immediately.
- (b) A party may, at its convenience terminate this Agreement by providing 90 days written notice to the other party.



- (c) Any termination under this clause is without prejudice to any other rights, remedies, or actions the parties may have.

## 26. Obligations on Expiration or Termination

Upon expiration or termination of this Agreement, within five business days of request, the Supplier:

- (a) must where necessary, provide all reasonable assistance (including, preparing and complying with any transition plan approved by the Department to enable the transition of the Services to the Department or to any third party deemed appropriate by the Department;
- (b) Where Training and Assessment are to be delivered as part of the Services, then the Supplier must also ensure that:
  - i) all Participants are issued Qualifications and Statements of Attainment in accordance with the *National Vocational Education and Training Regulator Act 2011*;
  - ii) it provides to the Department:
    - A) a copy of, as applicable, the Qualifications and Statements of Attainment issued to each Participant;
    - B) full and correct attendance records in relation to each Participant; and
    - C) all Assessment tools used in relation to each Participant, and either the Participant's completed assessment item or the teacher's completed marking guide for each Participant.
- (c) The Supplier must refund to the Department any payment to which it is not entitled where the Department has demanded a refund of the payment pursuant to clause 23 (Demand for Refund of Payments) of this Agreement.

## 27. Personal Information

The Supplier must:

- (a) If the Supplier collects, receives or has access to Personal Information in order to deliver the Services contemplated by this Agreement, then the Supplier must:
  - i) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this Agreement, as if the Supplier were the Department;
  - ii) not use Personal Information other than for the purposes of the performance of the Services in discharge of its obligations under this Agreement, unless required or authorised by law;
  - iii) not use Personal Information without the consent of the Department, unless required or authorised by law;
  - iv) not transfer Personal Information outside of Australia without the consent of the Department;
  - v) ensure that Personal Information is restricted to those of its employees and officers who require access in order to perform their duties;
  - vi) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties;
  - vii) ensure that its Sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Supplier under this clause;
  - viii) fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints;
  - ix) comply with such other privacy and security measures as the Department reasonably advises the Supplier in writing from time to time.
- (b) On request by the Department, the Supplier must obtain from its employees, officers or Sub-contractors engaged for the purposes of this Agreement, an executed deed of privacy in a form acceptable to the Department.
- (c) The Supplier must immediately notify the Department on becoming aware of any breach of clause 27(a).
- (d) For the avoidance of doubt:
  - i) clause 27(a) does not affect the requirements in this Agreement for the Supplier to obtain the Department's consent to Subcontracting; and

- ii) any Subcontracting does not relieve the Supplier from any of its obligations under this clause 27.
- (e) If the Department collects Personal Information in its performance of this Agreement, then the Department will treat such Personal Information in accordance with the *Information Privacy Act 2009* (Qld).

## **28. Insurance**

The Supplier must obtain and maintain for the Term of this Agreement public liability insurance for a minimum of \$10 million arising out of any one event in respect of death, injury, loss, or damage howsoever sustained to any person or property.

## **29. Indemnity**

- (a) In this clause 29, “claim” includes any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses.
- (b) The Supplier agrees to indemnify and keep indemnified the Department and its officers, employees and agents against any claim which may be brought against or made upon or incurred by them as a result of:
  - i) the provision of the Services;
  - ii) a breach by the Supplier of any of the provisions of this Agreement; or
  - iii) any wilful, unlawful or negligent act or omission of the Supplier, or its Personnel except to the extent that any act or omission by the Department causes or contributes to the claim.

## **30. Waiver**

- (a) If a party does not exercise (or delays in exercising) any of its rights, that failure (or delay) does not operate as a waiver of those rights.
- (b) A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

## **31. Negation of Employment, Partnership and Agency**

- (a) The Supplier must not represent itself, and must ensure that its Personnel do not represent themselves as being an employee, partner or agent of the Department.
- (b) This Agreement does not create a relationship of employment, agency, or partnership between the parties.

## **32. Jurisdiction**

The laws of the State of Queensland apply to this Agreement and the parties submit to the jurisdiction of the courts of that State.

## **33. Conflict of Interest**

The Supplier warrants that to the best of its knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement. If during the currency of this Agreement, a conflict arises, the Supplier undertakes to notify the Department immediately in writing. The Supplier agrees to comply with all reasonable directions of the Department in relation to the management of conflicts of interest.

## **34. Representations**

- (a) The Supplier acknowledges and confirms that it did not rely upon any representation, information or data made available, or provided to it, by the Department in entering into this Agreement.
- (b) The Supplier acknowledges and warrants that it did not rely on any representation or warranty made by or on behalf of the Department that is not set out in this Agreement.

**Executed as an Agreement**

**SIGNED by an authorised representative,**  
for and on behalf of the **State of Queensland**  
through the Department of Employment,  
Small Business and Training (ABN 84 375  
484 963)

by

**Name:**.....

**Position:**.....

in the presence of:

**Name of witness:**.....

**SIGNED** for and on behalf of:

**Supplier Legal Name:** «\VARSLegal\_NAME»

**ABN:** «ABN»

**ACN:** «ACN»

by

**Name:**.....

**Position:**.....

in the presence of:

**Name of witness:**.....

and

**Name:**.....

**Position:**.....

in the presence of:

**Name of witness:**.....

**Signature:** .....

Date: / /

**Signature:** .....

Date: / /

**Signature:** .....

Date: / /

**Signature:** .....

Date: / /

**Signature:** .....

Date: / /

**Signature:** .....

Date: / /

## Appendix 1 Definitions

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<b>Agreement</b>	Means this document and includes the appendices, schedules, annexures, attachments and other documents forming part of this Agreement.
<b>Apprentice</b>	An employee being trained in an Apprenticeship under a Training Contract registered by the Department of Employment, Small Business and Training on DELTA and issued with a registration number.
<b>AQF</b>	Means the Australian Qualifications Framework and has the meaning assigned to that term in the NVR Act.
<b>ASQA</b>	Means the Commonwealth Australian Skills Quality Authority.
<b>Assessment</b>	Has the same meaning as in the VET Quality Framework.
<b>AVETMISS</b>	Means the Australian <i>Vocational Education and Training Management Information Statistical Standard</i> – The Standard for VET Providers as published by the National Centre for Vocational Education Research from time to time.
<b>Delivery Location</b>	Means the Delivery Location specified in Item 4 of Appendix 2
<b>Delivery Period</b>	The term of which the contracted services are to be delivered within.
<b>Delivery Mode Identifier</b>	A code that uniquely identifies the predominant type or mode of delivery for a Unit of Competency/Module. The Delivery Mode Identifier relates to the individual Participant enrolment not to the Unit of Competency/Module.
<b>Eligible Training</b>	Means the training and assessment as set out in Item 3 of Appendix 2 for Participants that meet the criteria of Item 7 of Appendix 2.
<b>Employed</b>	Persons who work for pay, profit, commission or payment in kind in a job or business, or on a farm.
<b>Employer</b>	Has the same meaning as in the <i>Further Education and Training Act 2014</i> .
<b>Employment</b>	A person's work, occupation or business.
<b>Enrolment</b>	Means training activity has started for a unit of competency or module.
<b>Existing Worker</b>	Means an employee employed for one hour or more for pay, profit, commission, or payment in kind in Item 7 of Appendix 2.
<b>Funds</b>	Means the amount of funding for the Supplier calculated in accordance with Appendix 6.
<b>Indigenous</b>	Refers to Australian Aboriginal and/or Torres Strait Islander peoples.
<b>Key Performance Indicators (KPIs)</b>	Means the performance indicators specified in Appendix 4, which lists the standards the Supplier must meet under this Agreement.
<b>Module</b>	A unit of education or training that can be completed on its own or as part of an accredited course. Modules may also result in the attainment of one or more Units of Competency.
<b>NVR Act</b>	Means the <i>National Vocational Education and Training Regulator Act 2011</i> .
<b>Off-the-Job Training</b>	Has the same meaning as in the relevant AVETMISS release.
<b>On-the-Job Training</b>	Has the same meaning as in the relevant AVETMISS release.
<b>Participant</b>	Means an eligible individual under Item 7(a) of Appendix 2.
<b>Personal Information</b>	Means information or an opinion, whether true or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion - such as name, address, age, payroll number, physical characteristics, employment history, financial status, licence number, religion, health information or relationship details.
<b>Personnel</b>	Means the personnel engaged by the Supplier to perform all or part of its obligations under this Agreement, including, employees, officers, agents, Subcontractors and volunteers of the Supplier.

<b>Priority Trade Qualification</b>	Means an apprenticeship qualification, listed within the Queensland User Choice Price List, that has been declared as a restricted calling in Queensland
<b>Program Specification</b>	Means the program specification set out in Appendix 2 of this Agreement.
<b>Project Coordination Responsibilities</b>	Means activities related to the administration, development, implementation, monitoring and evaluation of the program. This includes the overall management of the program, including the recruitment and selection of Participants; undertaking of program specific monitoring and assessment visits to workplaces; and the provision of specific resources to Participants.
<b>Public Statement</b>	Includes any statements to Participants, employers, the media, or external organisations or their representatives (excluding the Australian Council for Private Education and Training).
<b>Qualification</b>	Has the meaning assigned to that term in the NVR Act and VET Qualification Framework.
<b>Registered Training Organisation</b>	Has the meaning assigned to that term in the NVR Act.
<b>RPL</b>	Means Recognition of Prior Learning and has the same meaning as in the VET Quality Framework.
<b>Services</b>	The Services described in Appendix 2 of this Agreement.
<b>Skilled Individual</b>	Means an individual who is skilled/experienced but unqualified who has an equivalent employment record of at least 12 months full time within a 2 year period in the occupational area identified and enrolling in the Qualifications in Schedule A.
<b>Statement of Attainment</b>	Has the meaning assigned to that term in the NVR Act and VET Statement of Attainment has the same meaning.
<b>Subcontract</b>	Means any arrangement/agreement between the Supplier and a third party for the performance by the third party of some or all of the Supplier's obligations under this Agreement.
<b>Subcontractor</b>	Means any third party (including an Employer of a Participant) who as a result of an arrangement/agreement with the Supplier, performs some or all of the Supplier's obligations under this Agreement.
<b>Supplier</b>	Means the contracted party or applicant/s (i.e. the Registered Training Organisation and/or community based organisation or subcontracting organisation, or a combination of both if in a Subcontracting Arrangement under this Agreement).
<b>Term of Agreement</b>	The timeframe, which encompasses the Delivery Period and thirty (30) days for finalisation of reporting requirements against this Agreement.
<b>Total Agreement Value</b>	Means the maximum amount of Funds payable under the Agreement set out in Item 1 of Appendix 6.
<b>Trade Related Occupations</b>	Means all current apprenticeships in Queensland. Refer to QTIS located at: <a href="http://www.qtis.training.qld.gov.au">www.qtis.training.qld.gov.au</a> . Trade Qualifications has the same meaning.
<b>Trainee</b>	An employee being trained in a Traineeship under a Training Contract registered by Department of Employment, Small Business and Training on DELTA and issued with a registration number.
<b>Training</b>	Means teaching/instruction/learning provided by the Supplier and is the Off-the-Job Training component. Off-the-job training supplements and integrates the On-the-Job Training and is designed to foster the Participant's skill development, including, the defining of content, the development and implementation of teaching processes and the provision of instructional support services.
<b>Training Package</b>	Means an integrated set of competency standards and assessment guidelines leading to a qualification for a particular industry, industry sector or enterprise.
<b>Unemployed</b>	Persons who are not employed, are available for work and are actively looking for full-time or part-time work.
<b>Unit of Competency</b>	The specification of knowledge and skill and the application of that knowledge and skill to the standard of performance expected in the workplace.

**VET Quality Framework**

Means the set of standards and conditions that ASQA uses from time to time to assess whether an RTO meets the requirements for registration and, as at the date of this Agreement comprises the following:

- (a) Standards for National VET Regulator Registered Training Organisations;
- (b) AQF;
- (c) Fit and Proper Person requirements;
- (d) Financial Viability Risk Assessment requirements; and
- (e) Data Provision requirements.

## INTERPRETATIONS

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In this Agreement, unless the contrary intention appears:

- (a) Words importing a gender include any other gender;
- (b) Words in the singular include the plural and words in the plural include the singular;
- (c) Clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) Words importing persons include a partnership and a body whether corporate or otherwise;
- (e) All references to dollars are to Australian dollars;
- (f) Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (g) The Appendices, Schedules, Annexure, Attachments and other incorporated documents form part of this Agreement;
- (h) A reference to an Appendix, Schedule or Annexure is a reference to an Appendix or Schedule (or an Attachment) to this Agreement, including as amended or replaced from time to time by agreement in writing between the parties;
- (i) The word "include/includes/including" is not a word of limitation;
- (j) A reference to 2 or more persons is a reference to them jointly and severally and an agreement on the part of or in favour of 2 or more persons binds or is for the benefit of them jointly and severally;
- (k) Each provision of this Agreement will be interpreted without disadvantage to the party who (or whose representative) drafted that provision. That is, the *contra proferentem* rule does not apply to this Agreement;
- (l) The reading down or severance of a particular provision does not affect the other provisions of this Agreement; and
- (m) All references to consent, approval or permission (etcetera) by a party to this Agreement are taken to be a reference to consent, approval, or permission (etcetera) in that party's absolute discretion.

## **Appendix 2 Program Specification**

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### **Item 1 Term of Agreement**

The Term of this Agreement commences on [ENTER START DATE] and remains in effect until [ENTER END DATE] unless terminated earlier in accordance with the conditions of this Agreement. The Delivery Period commences on [ENTER DELIVERY START DATE] and is to be completed by [ENTER DELIVERY END DATE], unless otherwise agreed to in writing by the Department.

### **Item 2 Program Owner**

VET Investment in collaboration with Queensland Apprenticeship and Traineeship Office is responsible for the collation and review of all relevant reports and the acquittal process for this Trade Skills Assessment and Gap Training Program.

### **Item 3 Services to be provided by the Supplier**

- (a) The Supplier must provide RPL assessment and acknowledgement of credit transfer to achieve a minimum of 60 per cent RPL against funded competencies held by a Participant against the whole Qualification specified in Schedule A of this Agreement, to the reasonable satisfaction of the Department.
- (b) The Supplier must provide gap training for a Participant that achieves the minimum RPL/credit transfer requirement to achieve the Qualification outcome.
- (c) The RPL assessment, including acknowledgement of credit transfer and gap training must be completed within the Delivery period of this Agreement.

### **Item 4 Location for the Provision of Services**

The Services may be provided throughout Queensland.

### **Item 5 Delivery Mode Identifier**

All Delivery Mode Identifiers as specified in the relevant AVETMIS Standard apply to this Agreement.

### **Item 6 Client Group**

The approved Client Group for this Agreement are individuals aged 21 years of age or over, without a trade qualification in the same industry area, whose experiences are such that it is reasonable to assume they could achieve a minimum of 60 per cent of a Qualification or more through RPL assessment and acknowledgement of credit transfer in a Priority Trade Qualification.

### **Item 7 Participant Eligibility**

- (a) Eligible Participants under this Agreement are:
  - i) Aged 21 years of age or over;
  - ii) Not have previously completed a trade qualification in the same industry area;
  - iii) Be Australian citizens living in Queensland; New Zealand citizens permanently residing in Queensland; Permanent residents of Australia living in Queensland; Refugee and Humanitarian Visa Holders living in Queensland; or Temporary Visa Holders living in Queensland with the necessary visa and work permits on the pathway to permanent residency; or
  - iv) Any other individuals specified by the Department as eligible; andboth of the following:
  - v) Individuals assessed as demonstrating substantial competency in a prospective trade qualification and who require gap training in no more than forty per cent of the funded competencies of that Priority Trade Qualification; and
  - vi) Express a commitment to gaining the entire Qualification.
- (b) The following individuals are NOT eligible Participants for this Agreement:



- i) Employees of the Supplier;
- ii) Employees of government departments, government agencies and local councils;
- iii) Apprentices and trainees as defined in the *Further Education and Training Act 2014*; and
- iv) All others that do not meet Participant Eligibility Item 7(a) of Appendix 2.

### Item 8 Participant Numbers

The Department will provide funding for the target number of [ENTER NUMBER OF PARTICIPANTS] Participants.

### Item 9 Documentation and Record Keeping

Item	Duration
1. Data recording eligibility of Participants as per Item 6 and Item 7 of Appendix 2.	Kept for the Term of this Agreement and for a period of 6 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.
2. In relation to each Participant: a) The assessor's completed marking guide/criteria/observation checklists for each Unit of Competency; or b) The completed hard copy (paper-based) or electronic (digital/scanned) assessment items for each Unit of Competency.	Kept for the Term of this Agreement and for a period of 6 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.
3. Documents, records, and all information necessary to substantiate, to the reasonable satisfaction of the Department, compliance with the terms and conditions of this Agreement, including: a) full and complete records establishing each Participant's participation (including, commencement and progression) in each Unit of Competency enrolment; and b) any documents, records, and information specified by the Department from time to time. c) where the services relate to Project Coordination responsibilities, also full evidence (e.g. receipts, records and invoices) of expenditure of the Funds.	Kept for the Term of this Agreement and for a period of 6 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.

### Item 10 Subcontracting Arrangements

The Supplier must not Subcontract any of its obligations (however described) under this Agreement.

### Item 11 Special Conditions

Not Applicable.

## Appendix 3 Fees and Charges

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### Item 1 Student Co-contribution Fees

- (a) Co-contribution is a key principle of the Queensland Government's VET investment framework, in recognition that the benefits of training are shared between individuals, industry and the broader community. Gap training is set at **\$1.60** per nominal hour for each Unit of Competency/Module to be calculated at the commencement of the Unit of Competency/Module.
- (b) The co-contribution fee charged for a qualification or offering must represent the total cost to the Participant and include any enrolment charges (e.g. identification card), tuition fees, services fees, materials fees and all other costs associated with delivering the training and assessment services and awarding the qualification.
- (c) The Supplier must disclose upfront concessional and non-concessional fees and clearly publish and label them on its website as the co-contribution fee, along with all pertinent information about the offering. This allows prospective Participants to be clearly informed of all fee costs and able to compare fees for a qualification across different Suppliers. The Supplier must also provide prospective Participants with a copy of, or access to, its refund policy prior to enrolment.
- (d) When the Supplier collects the co-contribution fee, it may be paid on behalf of the Participant by their employer or another third party, but cannot be paid or waived by the Supplier.
- (e) The Supplier must charge and collect the fee at the unit of competency level, so that fees for units of competency add up to the total co-contribution fee published by the Supplier. The unit of competency fee must be either the total fee divided by the units of competency payable for the qualification (with the exception of competencies assigned an outcome code of 60 (credit transfer) or 51 (Recognition of Prior Learning) or be assigned proportionally based on the relative length of the competencies.
- (f) The Supplier must retain evidence of co-contribution fees charged and actually collected. It must report to the department, via its VET activity data submission for each participant, the fees collected per unit of competency. Fees collected must be reported to the department regardless of who pays the fee on behalf of the participant.
- (g) The Supplier must not refund, waive, return payment, or fail to collect the co-contribution fee.
- (h) A participant's eligibility for concessional status must be confirmed by the Supplier at the time of the Participant's enrolment and evidence must be retained by the Supplier. For specific priority population groups who are granted concessional status, the Supplier must ensure the participant meets the cohort definition as per the AVETMIS standard.
- (i) Co-contribution fees cannot be charged for outcome 60 (credit transfer) or 51 (Recognition of Prior Learning).
- (j) The PQS must charge 40 percent of the student contribution fee where the participant falls into one or more of the following exemption categories:
  - i) the participant holds a Health Care concession card or Pensioner concession card issued under Commonwealth law, or is the partner or a dependant of a person who holds a health care concession card or pensioner concession card, and is named on the card;
  - ii) the student provides the PQS with an official form under Commonwealth law confirming that the student, his or her partner, or the person of whom the student is a dependant, is entitled to concessions under a health care or pensioner concession card; or
  - iii) the student is an Aboriginal or Torres Strait Islander.

It is the responsibility of the Supplier to verify and hold evidence of a student's eligibility at enrolment for concessional status.

## Appendix 4 Key Performance Indicators

In accordance with clause 5 (Key Performance Indicators ) the Supplier must meet the Minimum Standard as outlined in the Key Performance Indicators, Table 1 of this Appendix.

**Table 1 Key Performance Indicators**

<b>General:-</b>
<p><b>KPI 1: % Proportion RPL (Outcome/Output):</b> The target number of Participants successfully completes a minimum of 60% of the units of competency in a Priority Trade Qualification through RPL and transitions to gap training.</p> <p><b>Method of Measuring Performance:</b> Evaluation of reports provided by the Supplier to the Department in accordance with Appendix 5 Table 2 of this Agreement.</p> <p style="background-color: #cccccc;"><b>Minimum Standard of Performance:</b> 70% of Project Participants successfully complete minimum RPL/credit transfer requirements and transition to gap training in a Qualification specified in Schedule A.</p>
<p><b>KPI 2: % Qualification Completion (Outcome/Output):</b> The target number of Participants that commence gap training and successfully completed a Qualification as specified on Schedule A.</p> <p><b>Method of Measuring Performance:</b> Evaluation of reports provided by the Supplier to the Department in accordance with Appendix 5 Table 2 of this Agreement.</p> <p style="background-color: #cccccc;"><b>Minimum Standard of Performance:</b> 70% of Participants that commence gap training successfully gain a Qualification outcome.</p>
<p><b>KPI 3: % Employment (Outcome):</b> The target number of Participants that gain a Qualification and who have gained an employment benefit as a result of the Program.</p> <p><b>Method of Measuring Performance:</b> Evaluation of reports and data provided by the Supplier to the Department in accordance with Appendix 5 Table 2 of this contract.</p> <p style="background-color: #cccccc;"><b>Minimum Standard of Performance:</b> 70% of the Participants that gain a Qualification also successfully gain an employment benefit as a result of the Program specified in Item 2 of Appendix 2.</p>

## Appendix 5 Reporting Requirements

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### Item 1 AVETMISS Reporting Requirements

- (a) This Item 1 only applies where Training and Assessment are to be delivered as part of the Services.
- (b) In relation to each Participant the Supplier must submit electronic AVETMISS data that contains full and correct information against all relevant fields in AVETMISS as superseded, amended or replaced from time to time, including the following:
- i) Agreement Number shown on Schedule A or specified by the Department, including the prefix;
  - ii) Training schedule line numbers as specified on Schedule A;
  - iii) Fund Source Code specified in Table 1 of Item 1 of this Appendix;
  - iv) Delivery Mode Identifier as specified in the AVETMIS Standard;
  - v) Outcome Identifier as specified in the AVETMIS Standard;
  - vi) Student enrolment details for Training completed and in progress;
  - vii) Delivery location postcode;
  - viii) Actual hours of training delivered to a participant, where the participant has engaged in learning activity and withdrawn from a Unit of Competency prior to completion;
  - ix) Amount of co-contribution fees collected per unit of competency (rounded to nearest dollar);
  - x) Labour Force Status Identifier for Job Seekers must be 06 or 07 as specified in the AVETMISS;
  - xi) Labour Force Status Identifier for Existing Workers must be 01, 02, 03, 04 or 05 as specified in the AVETMISS; and
  - xii) *Qualification Issued Flag* must be "Y" to indicate that a recognised credential has been issued to a Participant who has completed the requirements of the qualification, where applicable.
- (c) The Supplier must report the electronic AVETMISS information in this Appendix in accordance with clause 6 (Reporting) on or before the last working day of each month.
- (d) The Supplier must ensure all relevant electronic AVETMISS data related to the services provided under this Agreement, is submitted and finalised within the Term of this Agreement.
- (e) For the purposes of NCVET national reporting requirements, pertaining to the collection and analysis of VET statistics and survey data on a national level, Suppliers are required to comply with the notified timelines for the submission of electronic AVETMISS data.

**Table 1 Fund Source Code/s**

Fund Source Code	Description
TRA	Trade Skills Assessment and Gap Training

## Item 2 Reports

The Supplier must provide the reports set out in Table 2 of this Appendix in accordance with the timelines in that table.

**Table 2 Reports**

<p><b>(a) Progress Report/s</b></p>	<p>Using the format provided in Annexure 1, the Supplier must submit a completed Progress Report addressing the Key Performance Indicators (KPIs) outlined in Appendix 4 to the Department's contact in Appendix 7.</p> <p>The Supplier must submit a written Progress Report as outlined in:</p> <ul style="list-style-type: none"> <li>• Annexure 1 Report Format</li> </ul>	<p>First Progress Report to be submitted to the Department <b>60 days</b> after the execution of this agreement.</p> <p>Thereafter, Progress Reports will be required every <b>three months</b> until the end of the Delivery Period.</p>
<p><b>(b) Final Report</b></p>	<p>Using the format provided in Annexure 1, the Supplier must submit a completed Final Report addressing the Key Performance Indicators outlined in Appendix 4 to the Department's contact in Appendix 7.</p> <p>The Supplier must submit reports as outlined in:</p> <ul style="list-style-type: none"> <li>• Annexure 1 Report Format</li> <li>• Annexure 2 Outcome Report</li> </ul>	<p>Final Report to be submitted to the Department <b>30 days</b> after the Delivery Period completion date.</p>

## Appendix 6 Financial Matters

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### Item 1 Funding

Subject to this Agreement and unless otherwise agreed to by the Department in writing, the Supplier will be entitled to the Payable Value for each Unit of Competency delivered under this Agreement up to the Total Agreement Value as set out in the Schedule A.

### Item 2 General Information for Entitlement to Funds

- (a) Irrespective of the timing of any payment, payment becomes due only when the Services to be provided by the Supplier specified in Appendix 2 have been satisfactorily provided and the Supplier's capacity to keep and maintain accurate and conforming records associated with this Agreement has been satisfactory.
- (b) Unless otherwise specified, payments to the Supplier will generally be made monthly. No payment will be made unless the reporting requirements in clause 6 (Reporting) have been complied with.
- (c) The Supplier will not be entitled to funds for the provision of services under this Agreement, where the Supplier has failed to:
  - i) provide reports under clause 6 (Reporting) within the given timeframes;
  - ii) rectify validation errors as generated on submission of AVETMISS data and displayed on the "Validation Report" (issued by the Department) as required under clause 6 (Reporting) of this Agreement;
  - iii) meet the Key Performance Indicators as set out in Appendix 4 to the reasonable satisfaction of the Department.

### Item 3 Calculation of Payable Value

- (a) A payable outcome under this Agreement pursuant to clause 6 (Reporting) and Item 1 of Appendix 5 has been achieved when the Department has confirmed that a Participant has:
  - (i) been enrolled and commenced RPL and gap training in a Qualification outlined in the Schedule A; and
  - (ii) completed the minimum Training Package requirements to achieve a Qualification outlined in the Schedule A.
- (b) The Department will provide the Funds under this Agreement pursuant to clause 6 (Reporting) and Item 1 of Appendix 5 as follows:
  - (i) at the rate of \$2,000 per Participant, outlined in the Schedule A, to complete the RPL process for each Participant in a Qualification, which will include assessment of credit transfer evidence; and
  - (ii) at the rate of \$2,700 per Participant, outlined in the Schedule A, upon completion of gap training and attainment of a Qualification for each Participant that has met the minimum RPL requirements.
- (c) Payment to the Supplier will be by electronic funds transfer into the financial institution account nominated by the Supplier.
- (d) Unless otherwise agreed to in writing by the Department, the Supplier will not be entitled to funds for a participant for:
  - (i) Gaining a qualification through provision of training delivery only and no RPL/credit transfer outcomes
  - (ii) Gaining a qualification through provision of training delivery where the minimum RPL requirements were not met – only entitled to RPL funds
  - (iii) Gaining a qualification through the provision of RPL delivery only – only entitled to RPL funds;
  - (iv) Services provided to a Participant where the Supplier has received funding or payment in relation to those services from any other source excluding Student Contribution Fees.

- (e)** Unless otherwise agreed to in writing by the Department, the Supplier will not be paid for:
- i) any industry placement;
  - ii) any vocational placement;
  - iii) any work placement;
  - iv) any workplace simulation;
  - v) any field placement components of a training product;
  - vi) Unit of Competency identifiers 81 or 82 (non-assessable enrolment);
  - vii) Any additional costs associated with the provision of services by the Supplier in excess of the nominal hours and/or where customisation has occurred.

## Appendix 7 Address for Representatives and Notices

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The following address is for notices and reports that apply to this Agreement:

### Department's Representative:

Position: Director, VET Contract Management and Performance  
Skills Investment and Market Strategy  
Department of Employment, Small Business and Training

Street Address: Level 6, Education House  
30 Mary Street  
Brisbane  
Qld 4000

Postal Address: LMB 527  
GPO BRISBANE, QLD, 4001

Phone: 07 3328 6892

Fax: 07 3328 6882

### Supplier's Representative:

Trading Name of Supplier: «VARS TRADING\_NAME»

Legal Name of Supplier: «VARS LEGAL\_NAME»

Contact person: «PERSON IN VARS CEO FIELD»

Position: «POSITION OF PERSON IN VARS CEO FIELD»

Street Address: «VARS HEAD OFFICE ADDRESS1»  
«VARS HEAD OFFICE ADDRESS2»  
«VARS HEAD OFFICE SUBURB»«VARS HEAD OFFICE STATE»«VARS HEAD OFFICE PCODE»

Postal Address: «VARS POSTAL ADDRESS1»  
«VARS POSTAL ADDRESS2»  
«VARS POSTAL SUBURB»«VARS POSTAL STATE»«VARS POSTAL PCODE»

Phone: «PHONE NUMBER OF PERSON IN VARS CEO FIELD»

Fax: «FAX NUMBER OF PERSON IN VARS CEO FIELD»

Email: «EMAIL OF PERSON IN VARS CEO FIELD»



## Reports

<b>Project Details (to be included in every report submission)</b>	
Project Name	
Organisation	
Training Commencement Date	
Agreement Number	
Authorised Contact Person	
Authorised Contact Phone	

**Progress/Final Report Table 2 of Appendix 5 -**

**Reports**

**(to be submitted with Project Details in accordance with the applicable reporting period outlined in Table 2 of Appendix 5 –Reports)**

Statement about progress and achievement of each Key Performance Indicator (See Appendix 4). For Key Performance Indicator 2 also state the trade occupations related to the qualifications' completions reported. Please identify the Key Performance Indicator being addressed.
Provide any good news stories if available and/or attach copies of any media stories. Please also ensure all necessary consents (from a privacy/confidentiality perspective) are obtained from persons to be featured in the good news and/or media stories.
Provide outline of barriers, if any, which have been encountered with this program to date, including any resolution if available.

## Annexure 2 Outcome Report

Participation Outcome				Destination Outcome					
Contracted Training	No. of Students enrolled	Training outcomes achieved	No of Students	Employment Benefit					Industry Benefit Trade occupations when a full qualification is achieved
				F/T	P/T	Casual	Promoted	Nil outcome	
<b>Example only</b>  <b>Qualification</b> <i>MEM30305</i> <i>Certificate III in Engineering – Fabrication Trade</i>	15	Full qualification achieved	11	10	1	0	6	0	4 boiler makers 5 fitters and turners 1 sheet metal worker 1 surface finisher
		RPL only	2	0	1	1	0	0	
		Withdrawn – no completions	2	0	0	0	0	2	
<b>Qualification</b>		Full qualification achieved							
		RPL only							
		Withdrawn – no completions							
<b>Qualification</b>		Full qualification achieved							
		RPL only							
		Withdrawn – no completions							
<b>Qualification</b>		Full qualification achieved							
		RPL only							
		Withdrawn – no completions							
<b>Qualification</b>		Full qualification achieved							
		RPL only							
		Withdrawn – no completions							
<b>Qualification</b>		Full qualification achieved							
		RPL only							
		Withdrawn – no completions							