



Queensland Government

SERVICES AGREEMENT
Skilling Queenslanders for Work

between

STATE OF QUEENSLAND

**Acting through the Department of Employment, Small Business and
Training**

And

Agreement Number:

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PARTIES:

STATE OF QUEENSLAND acting through the Department of Employment, Small Business and Training

ABN 84 375 484 963

(“the Department”)

and

trading as

ABN

(“the Supplier”)

BACKGROUND:

- (a) The *Skilling Queenslanders for Work* initiative [hereinafter called “the Initiative”] continues to achieve on social, economic and fiscal fronts, with an ongoing annual investment of \$80 million to support up to 15,000 Queenslanders into work each year through a suite of targeted skills and training programs.
- (b) Funding is available under the Initiative for organisations which meet the Department’s eligibility criteria to deliver a range of assistance in a community-based environment including (but not limited to): tailored support measures, training and assessment services, foundation skills, career advice, job preparation and job search training, and paid work placements for up to six months on community, public works or environmental projects.
- (c) The Supplier will provide the Services for the Initiative on the terms and conditions set out in this Agreement.

1. Definitions and Interpretation

- (a) Unless a contrary intention appears, the definitions and interpretations set out in Appendix 1 apply to this Agreement.

2. Term

- (a) This Agreement starts on the day it is signed by the last party and, unless terminated earlier in accordance with its terms, will continue until the Supplier has fulfilled all of its obligations under this Agreement.

3. Reporting

- (a) The Supplier must fully and correctly provide to the Department the reports set out in Appendix 4 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 is 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and comply with the relevant AVETMISS release requirements (including, standards, guidelines, rules and descriptors) as superseded, amended or replaced from time to time, and the Department’s specifications for reporting as advised from time to time; and
 - ii) where there is any conflict between AVETMISS and the Department’s specifications for reporting, then the Department’s specifications will prevail.
- (c) The Department may, by written notice, require the Supplier to correct or provide additional information or reports within 5 business days and the Supplier must comply with the request.

- (d) The Supplier is not entitled to be paid, and the Department will not pay, for the provision of any Services by the Supplier during the Term where the Supplier has failed to provide reports in accordance with this clause 3.

4. Provision of the Services

- (a) The Supplier must supply the Services, as an independent contractor, during the Delivery Period in a competent and professional manner throughout the Location.
- (b) In supplying the Services, the Supplier must:
- i) inform itself of the Department's requirements for the Services and the Initiative;
 - ii) consult regularly with the Department's representative nominated in Appendix 6; and
 - iii) exercise due skill, care and diligence and ensure its Personnel exercise due skill, care and diligence.
- (c) The Supplier must ensure that the Services:
- i) are performed in a way so as to meet or exceed the Key Performance Indicators; and
 - ii) are of a high quality and professional standard.
- (d) The Supplier is responsible for the supply and performance of all resources, personnel and equipment necessary for the proper supply of the Services and any costs associated with provision of such resources, personnel and equipment.
- (e) The Supplier:
- i) warrants that it has the necessary skills and expertise to supply the Services; and
 - ii) will ensure that its Personnel have the necessary skills and expertise to perform those obligations of the Agreement that are allotted to them by the Supplier.
- (f) In respect of Training and Assessment that is delivered as part of the Services, the Supplier must:
- i) ensure that the Training and Assessment is provided by a Registered Training Organisation that has the Qualification/s set out in Item 2 of Appendix 2 within its current scope of registration and if provided by a Skills Assure supplier for Queensland VET Investment, Qualification/s are also listed on the Registered Training Organisation's Skills Assure supplier's Delivery Schedule;
 - ii) make all necessary arrangements and payments for the provision of the Training and Assessment by a Registered Training Organisation to Participants during the Delivery Period if the Supplier does not provide the Training and Assessment itself;
 - iii) ensure that the Services meet the requirements outlined in the relevant AVETMISS release;
 - iv) comply, and ensure that all Personnel comply, with the VET Quality Framework, the Further Education and Training Act 2014, the *Work Health and Safety Act 2011*, the *Anti-Discrimination Act 1991*, the *Working with Children (Risk Management and Screening) Act 2000*, the *Human Rights Act 2019* and all applicable Commonwealth, State and local government laws, standards, ordinances, regulations and policies as amended, superseded or replaced from time to time;
 - v) ensure that all Participants are issued Qualifications and Statements of Attainment in accordance with the *National Vocational Education and Training Regulator Act 2011*;
 - vi) provide to Participants such information or documents specified by the Department from time to time; and
 - vii) provide to the Department if requested:
 - 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.
- (g) The Supplier must not charge any fee to Participants in connection with the provision of the Services or Training and Assessment and must ensure that Subcontractors do not charge any such fee to Participants.

5. Funds

- (a) If the Services are provided in accordance with this Agreement, the Department will pay the Supplier the Funds in the manner and at the times set out in Appendix 5.
- (b) The Department is not obliged to pay the Supplier for any part of the Services until the Supplier has complied with the reporting requirements in clause 3.
- (c) The Department may, without limitation, offset any amount payable to the Supplier or debt owed by the Supplier to the Department pursuant to this Agreement against any other debts by or monies payable to the Supplier under this or another Agreement between the parties.
- (d) Where there are reasonable grounds for doubting the Supplier's compliance with this Agreement, including compliance with clause 4(e), the Department may withhold payment until it is satisfied that the Supplier has complied with its obligations or remedied the breach for which a notice was issued under clause 20 (Default).

6. Payment Process

- (a) Payment to the Supplier will be by electronic funds transfer into the financial institution account nominated by the Supplier.
- (b) The Supplier will manage the funds by depositing the funds into a bank account that has been established for the express purpose of the Services.
- (c) If the Supplier has accounting software or financial management systems in place that can report specific expenditure against individual funding sources, they may use this and replace the requirement to establish a separate bank account as set out in clause 6(b).

7. Personnel

- (a) The Supplier will ensure that the Personnel are:
 - i) aware of the terms of this Agreement and comply with them; and
 - ii) sufficiently qualified, skilled and experienced to comply with the Supplier's obligations under this Agreement.
- (b) The Supplier remains responsible for the performance of all its obligations under this Agreement even those that are performed by its Personnel.

8. Goods and Services Tax (GST)

- (a) The Funds are inclusive of GST.
- (b) The parties agree that the Department can issue recipient created tax invoices in respect of the Supplier's supplies under this Agreement.
- (c) The parties agree that the Supplier will not issue tax invoices in respect of the supplies it makes under this Agreement.

- (d) 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.

9. Variation

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

10. Special Conditions

- (a) The Supplier must comply with the special conditions set out in Item 8 of Appendix 2.

11. Communication & Publications by the Department

- (a) The Department may communicate or publish information to third parties, including regulatory bodies and the public, about any matter relating to this Agreement. This includes information relating to:

- i) initial and remaining funding;
- ii) the subject matter of this Agreement generally; and
- iii) the Supplier's compliance with its obligations under this Agreement.

12. Personal Information

- (a) If the Supplier collects, receives or has access to Personal Information in order to deliver the Services, 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 Subcontractors 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 Subcontractors 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 clauses 12(a) and (b).

- (d) For the avoidance of doubt:

- i) clause 12(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 12.
- (e) If the Department collects Personal Information on its performance of this Agreement, then the Department will treat such Personal Information in accordance with the *Information Privacy Act 2009 (Qld)*.

13. Documentation & Record Keeping

- (a) The Supplier must collect and retain documents, records and information in accordance with Item 7 of Appendix 2.

14. Subcontracting

- (a) The Supplier may Subcontract the provision of the Services unless otherwise specified by the Department or as set out in Item 9 of Appendix 2.
- (b) The Supplier must not Subcontract the performance of any of its obligations under this Agreement unless it ensures that the Subcontractor is suitable for the work proposed to be carried out.
- (c) The Supplier remains 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.

15. 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, directly related to this Agreement within 5 business days. To save any doubt, the Department may require the Supplier under this clause (a) to provide records and information on a regular basis throughout the Term.
- (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.
- (d) Where Training and Assessment is to be delivered as part of the Services, the Supplier acknowledges that breaches identified through the audit process may result in a loss of registration as a Registered Training Organisation.

16. Access to Supplier's Premises

- (a) The Department may on giving 5 business days written notice to the Supplier to:
 - 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.

17. Conflict of Interest

- (a) The Supplier warrants that, to the best of its knowledge, as at the Commencement Date it does not have, and is not likely to have, a conflict of interest in the performance of this Agreement.
- (b) If a conflict of interest or risk of conflict of interest arises during the Term (without limitation, because of work undertaken by the Supplier for any person other than the Department), the Supplier must immediately give notice of the conflict of interest, or the risk of it, to the Department.
- (c) The Supplier must:
 - i) take all reasonable measures to ensure that its employees, officers and agents do not engage in any activity or obtain any interest which is in conflict with the Supplier's ability to provide the Services to the Department fairly and independently; and
 - ii) immediately give notice of any conflict of interest relating to the activities or interests of any of its employees, officers or agents to the Department.
- (d) Upon receipt of a notice under clause (b) or (c)ii), the Department may elect to terminate this Agreement in accordance with clause 21.

18. Intellectual Property Rights

- (a) Title to and Intellectual Property Rights in all New Contract Material will, upon its creation, vest in the Department.
- (b) This Agreement does not affect Intellectual Property Rights in Existing Contract Material but the Supplier grants, and will ensure that relevant third parties grant, to the Department a paid up, non-exclusive, non-transferable licence to:
 - i) use, reproduce and adapt for its own use; and
 - ii) perform any other act with respect to copyright; and
 - iii) manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do these things in respect of, any Existing Contract Material, but only for the purpose of carrying out this Agreement or the Program.
- (c) If requested to do so before or after the expiration or sooner termination of this Agreement, the Supplier must deliver to the Department, in a format specified by the Department, all New Contract Material.
- (d) The Supplier must ensure that New Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement.
- (e) Without limiting the generality of the foregoing, any Intellectual Property Rights in documents and records supplied to the Supplier by the Department for reproduction or guidance remain vested in the Department.
- (f) If the Supplier engages an individual to perform work under this Agreement, the Supplier must, prior to allowing that individual to commence work in respect of a Deliverable, obtain from that individual a consent to any act or omission by the Department that might otherwise constitute an infringement of the person's Moral Rights.

19. 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

lastly, if:

- iv) there is no resolution or agreement; or
 - v) 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,
 - vi) then any party may commence legal proceedings.
- (b) This clause does not apply to an action by the Department under or purportedly under clause 21 (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.

20. Default

- (a) The Supplier is in default of its obligations under this Agreement if:
- i) it is in breach of any clause of this Agreement and:
 - A) that breach is incapable of remedy; or
 - B) the breach is capable of being remedied but the Supplier fails to remedy the breach within 14 days after receiving a notice to remedy from the Department specifying the breach;
 - ii) 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
 - iii) the Supplier becomes bankrupt or insolvent or becomes subject to any form of administration.
- (b) Where the Department has issued a notice under clause (a)(i)(B), it may also require the Supplier to develop and implement a strategy to rectify the non-compliance.

21. Termination

- (a) The Department may, at any time, by the giving of reasonable notice, terminate the Agreement for convenience, including for a machinery of government change.
- (b) If the Supplier is in default under clause 20(a)(breach of a clause) or the Department receives a notice under clause 17(b)(conflict of interest) or 17(c)ii(gives notice of conflict of interest) the Department may by written notice terminate this Agreement immediately.
- (c) Any termination under this clause is without prejudice to any other rights, remedies, or actions the parties may have. For clarification, this clause 21 prevails over any action taken under clause 19 (Dispute Resolution Process).
- (d) If this Agreement is terminated by the Department, then the Department will have no obligation to pay the Supplier any Funds whether those Funds are due to be paid before or after the date of the notice of termination or the date of termination.

22. Obligations upon Termination

- (a) Upon expiration or termination of this Agreement, the Supplier must:
 - i) return or, upon request of the Department, destroy all or any records relating to this Agreement or documents containing Confidential Information supplied by the Department;
 - ii) provide all reasonable assistance (including, preparing and complying with any transition plan approved by the Department, engaging in debriefing meetings, and providing responses to questions directly related to the Agreement) to the Department to enable the transition of the Services to the Department or to any third party deemed appropriate by the Department; and
 - iii) 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 26.

23. Confidentiality

- (a) The Supplier must not, and must ensure that the Personnel do not, disclose to any person, except as required by law, any Confidential Information relating to this Agreement or the Services, without prior approval in writing from the Department.
- (b) The Department may impose any conditions or restrictions it considers appropriate when giving its approval under clause (a).
- (c) On request by the Department, the Supplier must obtain from its employees, officers or contractors engaged for the purposes of this Agreement, an executed deed of privacy in a form acceptable to the Department.
- (d) The Supplier must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it.

24. Insurance

- (a) The Supplier must take out and maintain for the duration of this Agreement:
 - i) workers' compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*;
 - ii) public liability insurance in the amount of \$10 million in respect of each claim;
 - iii) professional indemnity insurance if specified in Item 10 of Appendix 2 for the amount specified in respect of each claim, which must be maintained by the Supplier for a continuous period of four years after the termination or expiration of this Agreement; and
 - iv) any other insurance specified in Item 11 of Appendix 2.
- (b) The Supplier must immediately advise the Department if any insurance policy as required by this clause 24 is materially modified or cancelled. The Supplier must provide full details of any changes in writing to the Department.
- (c) The insurances must be affected with an insurer that is authorised and licensed to operate in Australia.
- (d) The Supplier must ensure that any Subcontractors obtain and maintain insurance that is at least equivalent to the insurance required by this clause.
- (e) On request from the Department, the Supplier must provide a copy of the Certificate of Currency for all insurances held.

25. Indemnity

(a) In this clause 25:

- i) "Department" includes its officers, employees and agents;
- ii) "claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), loss, damages and expenses; and
- iii) "Supplier" includes the Personnel.

(b) The Supplier releases, discharges and indemnifies the Department against any claim which may be brought against or made upon or incurred by the Department arising from:

- i) the provision of the Services;
- ii) any negligent or unlawful act or omission of the Supplier;
- iii) breach of this Agreement by the Supplier;
- iv) contravention of any statutory requirements by the Supplier; or
- v) infringement by the Supplier of the Intellectual Property Rights or Moral Rights of any third party,

except to the extent that any negligent or unlawful act or omission of the Department caused or contributed to the claim.

26. Demand for Refund of Payments

(a) If the Department has made payments to the Supplier to which the Supplier is not entitled or which the Supplier has not expended in accordance with the implementation of this Agreement, in whole or part, 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. The refund amount will be a debt due and recoverable by the Department.

27. Notices

(a) Any notice, request, notification, consent or approval (a "notice") under this Agreement must be in writing and may be sent by prepaid postage, fax or email or delivered by hand to the addresses of the parties set out in Appendix 6.

(b) A notice will be deemed to be given:

- i) if posted – three days after the date of posting;
- ii) if delivered – on the date of delivery;
- iii) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- iv) if emailed – on the date that the email is sent,
- v) except that a fax or email received after 5.00 pm will be deemed to be given on the next business day.

28. Change of Control

(a) The Supplier must obtain written consent of the Department prior to any:

- i) change in control of the Supplier;
- ii) transfer of any legal or beneficial interest in the share of the Supplier;

- iii) change of the Supplier's director/s or secretary;
 - iv) change of the Key Personnel; or
 - v) changes to the Supplier's constitution.
- (b) The Department has an absolute discretion as to:
- i) If and whether it consents or refuses consent under clause 28(a) and;
 - ii) If it consents, any conditions imposed in connection with consent.
 - iii) 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;
 - iv) require the Supplier or its Personnel to provide full and accurate answers to any questions concerning records or information related to this Agreement;
- (c) Breach of a condition imposed by the Department on its consent under clause 25(b)(ii) is deemed to be a breach of this clause 28.
- (d) If the Supplier is a company listed on the Australian Stock Exchange, the Supplier must immediately notify the Department of any change in Control of the Supplier including full details of the change.
- (e) For the purposes of clauses 28(a) and 28(d), a change in Control occurs if the Supplier changes at the Commencement Date.

29. General Provisions

- (a) **Entire agreement** – This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties.
- (b) **No partnership or joint venture** – The relationship of the parties under this Agreement is one of principal and contractor and the Supplier is not by virtue of this Agreement in partnership or joint venture with the State.
- (c) **Delay not to constitute waiver** – Any failure by a party at any time to enforce a clause of this Agreement, or any forbearance, delay or indulgence granted by a party to the other, will not constitute a waiver of the party's rights.
- (d) **Waiver to be in writing** – No provision of this Agreement will be deemed to be waived unless that waiver is in writing and signed by the waiving party.
- (e) **Waiver limited to specific occasion** – A waiver by a party of a breach of any provision of this Agreement will not operate as a waiver of any subsequent breach of the same provision or as a waiver of any other provision.
- (f) **Governing law** – This Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.
- (g) **Compliance with all laws** – The Supplier must comply with all relevant laws in the performance of the Services.
- (h) **Severability** – If any part of this Agreement is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Agreement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.
- (i) **Further assistance** – The Supplier must do all things reasonably required by the State to give effect to this Agreement.
- (j) **No assignment or novation** – The Supplier may not assign or novate its interest in this Agreement, except with the prior written consent of the State.

- (k) **Counterparts** – The parties may execute this Agreement in counterparts, each which, taken together, will constitute one instrument. The parties may communicate their execution by posting the executed document, providing a copy of the executed document by facsimile or scanning and sending a copy of the executed document by electronic mail.

30. Clauses to Survive Termination

- (a) The following clauses will survive termination or expiration of this Agreement:

Clause 3 – Reporting

Clause 5 – Funds

Clause 12 – Personal Information

Clause 13 – Documentation & Record Keeping

Clause 18 – Intellectual Property Rights

Clause 22 – Obligations upon Termination

Clause 23 – Confidentiality

Clause 24 – Insurance

Clause 25 – Indemnity

Clause 26 – Demand for Refund of Payments

Clause 31 – Right to Information and Communication and Publication by the Department

Clause 33 – Publicity and Public Statements

31. Right to Information and Communication and Publication by the Department

- (a) The *Right to Information Act 2009 (Qld) (RTI Act)* provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- (b) The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- (c) Information relating to this Agreement is potentially subject to disclosure to third parties and any such disclosure will not constitute a breach of this Agreement.
- (d) If disclosure under the RTI Act, and/or general disclosure of information provided by the Supplier in connection with this Agreement, would be of substantial concern to the Supplier, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, the Supplier may highlight information of a confidential nature provided to the Department by labelling all such information "Commercial in Confidence". However, the Supplier acknowledges that the Department will not be required to maintain the confidentiality of the Supplier's information in circumstances including where (without limitation):
- i) the Supplier consents to disclosure (including via this Agreement);
 - ii) the information is publicly available;
 - iii) the Department receives the information from any source or independently develops the information outside of a relationship of confidentiality;
 - iv) the Department is required or authorised by law to make disclosure;
 - v) disclosure is made pursuant to the RTI Act;

- vi) disclosure is to any Minister or their staff or advisors, or by any Minister in parliament; or
 - vii) the information otherwise ceases to be confidential.
- (e) Notwithstanding clause 31(d), the Department cannot guarantee that any information provided by the Supplier will be protected from disclosure under the RTI Act.
- (f) The Supplier consents to the Department, its officers, employees and Subcontractors using, disclosing, communicating or publishing information to third parties (including Queensland Government departments, agencies or bodies, regulatory bodies, non-government organisations, the Commonwealth, States, Territories and the public) about any matter relating to this Agreement (including information provided to the Supplier) for any purpose in connection with the administration of this Agreement or for the Department's functions and activities. Without limiting the above, this information includes:
- i) the name and address of the Supplier;
 - ii) a description of the Services provided by the Supplier;
 - iii) initial and remaining funding;
 - iv) enrolment, completion and attrition rates;
 - v) audit outcomes;
 - vi) the Supplier's compliance with its obligations under this Agreement;
 - vii) any Subcontracts by the Supplier;
 - viii) commencement date of this Agreement or award date; and
 - ix) procurement method used.

For information about the Department's Right to Information policy, including the Department's publication scheme and disclosure log refer to <https://desbt.qld.gov.au/about-us/right-to-information>.

32. 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.

33. Publicity and Public Statements

- (a) The Department reserves the right to issue public statements and will retain the right to release information in the first instance in relation to this Agreement.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) The Minister for Training and Skills Development must be invited to attend or send a representative to any official launch, graduation or significant public event relating to the provision of Services under this Agreement.

EXECUTED by the parties on the respective dates set out below.

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

by

Name:.....

Position:.....

a duly authorised person, in the presence of:

Name of witness:.....

SIGNED for and on behalf of:
Supplier Legal Name:

ABN:

by

Name:.....

Position:.....

in the presence of:

Name of witness:.....

and

Name:.....

Position:.....

in the presence of:

Name of witness.....

.....
(signature of authorised person)

 / /
(date)

.....
(signature of witness)

 / /
(date)

.....
(signature of authorised person)

 / /
(date)

.....
(signature of witness)

 / /
(date)

.....
(signature of authorised person)

 / /
(date)

.....
(signature of witness)

 / /
(date)

Appendix 1 Definitions and Interpretation

In this Agreement the following definitions apply:

Agreement	Means this document and all Appendices, Annexures and Schedules to the Agreement.
AHC	Annual Hours Curriculum – relates to the Unit of Competency total nominal hours (supervised), used as a measure of total system delivery, e.g. for an institute, State or Territory. At the discretion of the Department, AHC delivery may be negotiated.
Assessment	Has the same meaning as in the VET Quality Framework.
AVETMISS	Means the <i>Australian 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.
Client Group	Means the persons satisfying the criteria specified in Item 4 of Appendix 2.
Community Foundation Skills	A program under the <i>Skilling Queenslanders for Work</i> initiative.
Community Work Skills	A program under the <i>Skilling Queenslanders for Work</i> initiative.
Confidential Information	Means the information that is by its nature confidential and: (a) is designated by the Department as confidential; and (b) the Supplier knows or ought to know is confidential, but does not include information which: (c) is or becomes public knowledge other than by: (i) breach of this Agreement; or (ii) any other unlawful means; (d) is in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Department; (e) has been independently developed or acquired by the Supplier; (f) is contained in any clause, Item, Appendix, Schedule or detail contained in this Agreement; (g) by law is required to be disclosed including under court subpoena, parliamentary order, under the <i>Right to Information Act 2009 (Qld)</i> or as part of discovery during legal proceedings; or (h) is required to be disclosed to any government agency, authority, department or Minister, or to any parliamentary committee, and the burden of establishing any exceptions referred to in paragraphs (c) to (h) above is on the Supplier.
Delivery Period	The delivery period specified in Item 1 of Appendix 2, being the period in which the Services must be provided.
DELTA	Direct Entry Level Training Administration. DELTA is Queensland's database system that is used to register Training Contracts and store Queensland's Training Contract data for apprenticeships and traineeships in accordance with the <i>Further Education and Training Act 2014</i> .
Existing Contract Material	Means any material that exists at the Commencement Date which is provided in connection with or forms part of the Services.
Funds	Means the amount of funding payable to the Supplier for the performance of the Services, as set out in Appendix 5.
Get Set for Work	A program under the <i>Skilling Queenslanders for Work</i> initiative.
GST	Means any tax imposed by or through the GST Legislation.
GST Legislation	Means <i>A New Tax System (Goods and Services Tax) Act 1999</i> and any related tax imposition Act (whether imposing tax as a duty of customers excise of otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts.

Initiative	Means the <i>Skilling Queenslanders for Work</i> initiative which encompasses Community Work Skills, Work Skills Traineeships, Ready for Work, Get Set for Work, Community Foundation Skills, Skill Up and Youth Skills.
Intellectual Property Rights	Includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by statute from time to time, whether created before, on or after the Commencement Date of this Agreement but includes Moral Rights.
Key Performance Indicators (KPIs)	Means the key performance indicators specified in Appendix 3, which lists the standards the Supplier must meet under this Agreement.
Location	Means the location for the delivery of the Services as set out in Item 3 of Appendix 2.
Moral Rights	Means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed more particularly as conferred by the <i>Copyright Act 1968</i> .
New Contract Material	Means any material provided in connection with this Agreement that is created, written or otherwise brought into existence by or on behalf of the Supplier in the course of performing the Services.
NVR Act	<i>National Vocational Education and Training Regulator Act 2011 (Cth)</i>
Participant	Means an eligible individual under Items 4 and 5 of Appendix 2.
Personal Information	Means information or an opinion including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.
Personnel	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.
Skills Assure supplier (SAS)	Means a Registered Training Organisation pre-approved by the Department to deliver publicly-funded training and assessment services for a program in Queensland.
Skill Up	A program under the <i>Skilling Queenslanders for Work</i> initiative.
Program	Means a specific Program under the suite of programs that make up <i>Skilling Queenslanders for Work</i> .
Project	Means the Supplier's project for delivery of the Services, as described in Item 2 of Appendix 2 and the Supplier's Application.
Project Coordination Responsibilities	Means activities related to the administration, development, implementation, monitoring and evaluation of the Project. This includes the overall management of the Project, including the recruitment and selection of Participants; undertaking of Project specific monitoring and assessment visits to workplaces; and the provision of specific resources to Participants.
Public Statement	Includes any statements to Participants, employers, the media, or external organisations or their representatives (excluding the Australian Council for Private Education and Training).
Qualification	Has the meaning assigned to that term in the NVR Act.
Ready for Work	A program under the <i>Skilling Queenslanders for Work</i> initiative.
Registered Training Organisation (RTO)	Has the meaning assigned to that term in the NVR Act.
Services	Means the services to be performed by the Supplier described in Item 2 of Appendix 2.
Statement of Attainment	Has the same meaning assigned to that term in the NVR Act.

Subcontract	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.
Subcontractor	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.
Supplier's Application	Means the application made by the Supplier for funding under the Initiative.
Term	The term of this Agreement as specified in clause 2(a).
Unit of Competency	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 the Commonwealth Australian Skills Quality Authority 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: <ul style="list-style-type: none"> (a) Standards for National VET Regulator Registered Training Organisations; (b) Australian Qualifications Framework; (c) Fit and Proper Person requirements; (d) Financial Viability Risk Assessment requirements; and (e) Data Provision requirements.
Work Skills Traineeships	Means the Certificate I level traineeships declared by the Department of Education and Training and, as at the date of this Agreement comprises the following: <ul style="list-style-type: none"> (a) Work Skills Traineeship (Business); (b) Work Skills Traineeship (Conservation and Land Management); (c) Work Skills Traineeship (Construction); (d) Work Skills Traineeship (Hospitality); and (e) Work Skills Traineeships (Retail Services).
Youth Skills	A program under the <i>Skilling Queenslanders for Work</i> initiative.

INTERPRETATIONS

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.
- (n) If an AVETMISS code or requirement (including standard, guideline, rule, 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, then 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.
- (o) 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.
- (p) If the day on or by which any matter or thing to be done under this Agreement is a Saturday, Sunday or public holiday in the place where the matter or thing is to be done, the matter or thing may be done on the next business day.

Appendix 2 Program Specification

Item 1 Term of Agreement

The Delivery Period for the provision of the Services is from until , unless otherwise agreed to in writing by the Department.

Item 2 Services to be provided by the Supplier

- (a) The Supplier is responsible for providing, or procuring the provision of, the following Services to Participants to the reasonable satisfaction of the Department:
- i) Deliver Services under
 - ii) Project Coordination Responsibilities for the Project; which is further described in the Supplier's Application;
 - iii) Training and Assessment for the following Qualification/s and Units of Competency:
 - iv) The learner support measures outlined in the Supplier's Application.
- (b) The Training and Assessment must:
- i) be delivered by an RTO whose scope of registration includes the Qualifications and if provided by a Skills Assure supplier for the Queensland VET Investment, Qualification/s are also listed on the Registered Training Organisation's Skills Assure supplier's Delivery Schedule;
 - ii) be completed within the Delivery Period of this Agreement; and
 - iii) comprise AHCs.
- At the discretion of the Department, AHC delivery may be negotiated.

Item 3 Location of Services

- (a) The Services are to be provided primarily in:

Item 4 Client Group

- (a) The approved Client Group for this Agreement is persons residing or living in Queensland who are aged 15 years and over and are disadvantaged by:
- i) being ineligible for Australian Government employment services or assistance; or
 - ii) requiring complementary services because they have significant barriers to learning and employment; or
 - iii) having accessed Australian Government employment services for more than six months remain unemployed;
- and any other persons specified by the Department as eligible to be part of the Client Group.
- (b) Some Programs under the Initiative will attract additional age limitations (including Get Set for Work, Skill Up and Youth Skills).

Item 5 Participant Eligibility

- (a) Participants must satisfy at least one of the following grounds of Participant Eligibility:
- i) Australian citizen living in Queensland;
 - ii) Permanent resident of Australia living in Queensland;
 - iii) New Zealand citizen permanently residing in Queensland;
 - iv) Refugee and Humanitarian Visa Holder living in Queensland; or
 - v) Temporary Visa Holder living in Queensland with the necessary visa and work permits on the pathway to permanent residency.
- (b) The following individuals are NOT eligible Participants for this Agreement:
- i) Individuals in receipt of Australian Government income support with exception of those that are part of the Client Group specified in 4(a) ii) or iii) of Appendix 2;
 - ii) Secondary school students with exception of those that are considered 'at risk' of disengaging from school and approval for participation has been obtained from the Department;
 - iii) Employees of the Supplier with exception of those employed as Work Skills Trainees on a Work Skills Traineeships project;
 - iv) Employees of government departments, government agencies and local councils with exception of those employed as Work Skills Trainees on a Work Skills Traineeships project;
 - v) All others that do not meet Participant Eligibility 5(a) of Appendix 2.

It will be the responsibility of the Supplier to ensure that the residency and other eligibility criteria are met by the Participants. Appropriate evidence must be retained with Participants' records to facilitate subsequent contract compliance audits.

Item 6 Participant Numbers

The Department will provide Funds for the target number of Participants.

Item 7 Documentation and Record Keeping

Item	Duration
1. Data recording eligibility of Participants as per Item 4 and Item 5 of Appendix 2.	Kept for the Term 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 electronic or paper-based assessment items for each Unit of Competency.	Kept for the Term 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 and Learner Support measures, also full evidence (e.g. receipts, records and invoices) of expenditure of the Funds.	Kept for the Term 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 8 Special Conditions

The Department will review the funds set out in Item 1 of Appendix 5 Financial Matters to ascertain if savings can be achieved and project delivery costs reduced where the Supplier is delivering multiple projects concurrently.

Item 9 Subcontracting

Work Skills trainees are to be employed by the Supplier. The Supplier is unable to subcontract the employment of the Work Skills trainees.

Any subcontracting arrangements of the Supplier for the delivery of the learner support measures specified in Item 2(a) iv) of Appendix 2 must be approved by the Department.

Item 10 Professional Indemnity Insurance

Not applicable.

Item 11 Other Insurance

Not applicable.

Appendix 3 Key Performance Indicators

The Supplier must meet or exceed the following Key Performance Indicators:

Table 1 Key Performance Indicators

General:-											
KPI 1: Enrolment (Input):	The target number of Participants from the identified client group specified in Item 4 of Appendix 2 recruited on the specified project and, where applicable, enrolled in a Qualification or Units of Competency (Skill Set).										
Method of Measuring Performance:	Evaluation of reports provided by the Supplier to the Department in accordance with Appendix 4 Table 2 of this Agreement.										
Minimum Standard of Performance:	Participants are recruited as part of the Project and, where applicable, enrolled in a Qualification or Unit of Competency (Skill Set).										
KPI 2: % Number of Approved AHCs Delivered (Outcome/Output): <u>Not applicable for Ready for Work</u>	The number of approved AHCs delivered by the Supplier or their selected RTO/s.										
Method of Measuring Performance:	Evaluation of reports provided by the Supplier to the Department in accordance with Appendix 4 Table 2 of this Agreement.										
Minimum Standard of Performance:	75% delivery of the approved AHCs specified in Item 2 of Appendix 2.										
KPI 3: % Completion (Outcome/Output): <u>Not applicable for Ready for Work</u>	The target number of Participants from the identified client group has successfully completed their specified Qualification or Units of Competency (Skill Set).										
Method of Measuring Performance:	Evaluation of reports provided by the Supplier to the Department in accordance with Appendix 4 Table 2 of this Agreement.										
Minimum Standard of Performance:	65% of the Participants enrolled, successfully gain the required outcome of a Qualification or Statements of Attainment.										
KPI 4: % Employment Outcomes (Outcome/Output): <u>Not applicable for Community Foundation Skills and Youth Skills</u>	The target number of Participants from the identified client group that successfully gain employment upon exiting their specified project.										
Method of Measuring Performance:	Evaluation of reports provided by the Supplier to the Department in accordance with Appendix 4 Table 2 of this Agreement.										
Minimum Standard of Performance:	<table> <tbody> <tr> <td>For Community Work Skills:</td> <td>55% of the Participants successfully gain employment.</td> </tr> <tr> <td>For Work Skills Traineeships:</td> <td>55% of the Participants successfully gain employment.</td> </tr> <tr> <td>For Ready for Work:</td> <td>55% of the Participants successfully gain employment.</td> </tr> <tr> <td>For Skill Up:</td> <td>55% of the Participants successfully gain employment.</td> </tr> <tr> <td>For Get Set for Work:</td> <td>55% of the Participants successfully gain a positive outcome being a combination of employment, enter further education and/or training, or return to school.</td> </tr> </tbody> </table>	For Community Work Skills:	55% of the Participants successfully gain employment.	For Work Skills Traineeships:	55% of the Participants successfully gain employment.	For Ready for Work:	55% of the Participants successfully gain employment.	For Skill Up:	55% of the Participants successfully gain employment.	For Get Set for Work:	55% of the Participants successfully gain a positive outcome being a combination of employment, enter further education and/or training, or return to school.
For Community Work Skills:	55% of the Participants successfully gain employment.										
For Work Skills Traineeships:	55% of the Participants successfully gain employment.										
For Ready for Work:	55% of the Participants successfully gain employment.										
For Skill Up:	55% of the Participants successfully gain employment.										
For Get Set for Work:	55% of the Participants successfully gain a positive outcome being a combination of employment, enter further education and/or training, or return to school.										

Appendix 4 Reporting Requirements

Item 1 AVETMISS Reporting Requirements

NOTE: RTOs approved as Skills Assure suppliers (SAS) must adhere to AVETMISS reporting requirements as detailed in the Queensland VET Investment Delivery Schedule and must ensure that the *Skilling Queenslanders for Work Agreement Number and/or Code*, as specified in Table 1 of Item 1 of this Appendix, is reported in the Purchasing Contract Schedule Identifier field (position 126 of the NAT120 file).

- (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 ensure the RTO/s of each Participant submits 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, including the prefix, as specified in Table 1 of Item 1 of this Appendix;
 - ii) Fund Source Code specified in Table 1 of Item 1 of this Appendix;
 - iii) Purchase Schedule Number 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) Labour Force Status Identifier for Job Seekers must be 06 or 07 as specified in the AVETMISS;
 - x) Labour Force Status Identifier for Existing Workers must be 01, 02, 03, 04 or 05 as specified in the AVETMISS; and
 - xi) *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 3 (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 Agreement Number and Fund Source Code/s

Agreement Number	Fund Source Code	Purchase Schedule Number	Description
E	SQI	-	Training funded under <i>Skilling Queenslanders for Work</i>
QS(agreement number)	SQT		Training funded under Certificate 3 Guarantee
PS(agreement number)	T02		TAFE User Choice
PS(agreement number)	GK		Private RTO User Choice

Item 2 Reports

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

Table 2 Reports

<p>(a) Progress Report/s</p>	<p>The Supplier must submit a written Progress Report addressing the Key Performance Indicators in Appendix 3 as outlined in:</p> <p>Annexure 1: Report Format</p> <p>Progress Reports are to be submitted to the Department's contact in Appendix 6 via sqwapps@desbt.qld.gov.au</p>	<p>First Progress Report to be submitted to the Department within 10 days in the following month after the Delivery Period commences.</p> <p>Thereafter, Progress Reports will be required on a monthly basis until the end of the Delivery Period.</p>
<p>(b) Interim Financial Acquittal</p>	<p>Using the format provided in Annexure 2, the Supplier must submit details of all financial expenditure relating to the 70% 1st Payment provided under this Agreement to the Department's contact in Appendix 6 via sqwapps@desbt.qld.gov.au</p>	<p>Interim Financial Acquittal to be submitted to the Department once 80% of the 1st Payment has been expended.</p> <p>Amounts acquitted are to be GST exclusive.</p>
<p>(c) Final Report</p>	<p>Using the format provided in Annexure 1, the Supplier must submit a completed Final Report addressing the Key Performance Indicators in Appendix 3 to the Department's contact in Appendix 6 via sqwapps@desbt.qld.gov.au</p> <p>The Supplier must submit reports as outlined in:</p> <ul style="list-style-type: none"> • Annexure 1: Report Format • Annexure 3: Outcome Format 	<p>Final Report to be submitted to the Department 90 days after the Delivery Period completion date.</p>
<p>(d) Financial Audit Report</p>	<p>Using the format provided in Annexure 2, the Supplier must submit details of all financial expenditure relating to the Funds provided under this Agreement to the Department's contact in Appendix 6 via sqwapps@desbt.qld.gov.au</p>	<p>Acquittal Report to be submitted to the Department 90 days after the Delivery Period completion date.</p> <p>Amounts acquitted are to be GST exclusive.</p>
<p>(e) Monthly Participant Reports</p>	<p>Using the format provided by the Department, the Supplier must submit monthly participant data via sqwapps@desbt.qld.gov.au</p>	<p>Due within 10 days in the following month e.g. October report is due 10 November and so on until the Delivery Period completion date.</p>

Appendix 5 Financial Matters

Item 1 Funding

The Department will pay the Supplier the Funds set out in the table below which is a summary of the costings in the Supplier's Application.

SERVICES	First Payment	Final Payment	TOTAL
Project Allocation			
GST			
TOTAL			

Item 2 Payment

- (a) No payment will be made unless the reporting requirements in clause 3(a) have been complied with.
- (b) Payment to the Supplier will be by electronic funds transfer into the financial institution account nominated by the Supplier.
- (c) The first payment (representing 70% of the Project Allocation value) will be made after the Agreement is signed by both parties and before the Delivery Period commences, but no sooner than 30 days prior to the Delivery Period.
- (d) Irrespective of the timing of any payment, payment becomes due only when the Services have been satisfactorily provided and the Supplier's capacity to keep and maintain accurate and conforming records associated with this Agreement has been satisfactory.
- (e) The final payment (representing 30% of the Project Allocation value) will be made 10 business days after:
 - i) receipt by the Department of the Supplier's Interim Financial Acquittal in accordance with Annexure 2 of this Agreement. The acquittal of funds (80% expenditure of the first payment) must be against the detailed costings for each expenditure item as supplied in the Project Budget forming part of the Supplier's Application;
 - ii) receipt by the Department of all the Supplier's Progress Reports; and
 - iii) the Department's satisfaction that the Supplier has met or exceeded the relevant Key Performance Indicators of this Agreement.

Appendix 6 Address for Representatives and Notices

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

Department's Representative:

Position: Director, Delivery
Investment Division
Department of Employment, Small Business and Training

Street Address: Level 10, 85 George Street
BRISBANE QLD 4000

Postal Address: PO Box 15483
CITY EAST QLD 4002

Phone: 07 3025 6286

Supplier's Representative:

Trading Name of Supplier:

Legal Name of Supplier:

Contact person:

Position:

Street Address:

Postal Address:

Phone:

Fax:

Email:

Reports (Progress Report)

Project Details

Project name	
Organisation	
Agreement commencement date	
Agreement number	
Authorised contact person	
Authorised contact phone	

Progress Report

<p>How is the project progressing? <i>Include details of general progress, progress against targets and any training delivery or financial management issues.</i></p>
<p>Provide details of any changes that have had to be made to the project <i>Note: This does not exclude the requirement to formally write to the department requesting approval to vary the project scope.</i></p>
<p>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</p>
<p>Provide outline of barriers, if any that have been encountered with this project to date, including any resolution if available.</p>
<p>Provide any other information or copies of documentation required in the Key Performance Indicators outlined in Appendix 3. Please specify the Key Performance Indicator/s being addressed.</p>

Reports (Final Report)

Final Report

<p>Detail achievements against the Key Performance Indicators outlined in Appendix 3. Please specify the Key Performance Indicator/s being addressed.</p>
<p>Outline any strengths or constraints with the project in increasing the participation in, and, where applicable, achievement of qualifications and transitions from VET for disadvantaged learners and job seekers.</p> <p><i>Include comments on the integrated approach to employer engagement strategies, skills development and job creation opportunities.</i></p>
<p>Outline how the training aligned to local employment opportunities and addressed local industry and skills labour needs?</p>
<p>Provide details of any changes that have had to be made to the project.</p> <p><i>*** Note: This does not exclude the requirement to formally write to the department requesting approval to vary the scope of the project.</i></p>
<p>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.</p>
<p>Detail any barriers experienced with this project, including any resolution if available.</p>

Annexure 2 Acquittal Report Format

Amounts acquitted are to be GST exclusive

Section A – Summary of project

(a)	Trading name of your organisation:	
(b)	Name of project:	
(c)	Reference number:	
(d)	Total funds allocated:	

Section B – Expenditure details

1. Total expenditure:

		Approved Budget	Actual Expenditure
(a)	Student Fees/Work Skills Traineeships	\$	\$
(b)	Learner Support Staff Wages	\$	\$
(c)	Learner Support Administration Costs	\$	\$
(d)	Learner Support Materials & Equipment	\$	\$
(e)	Learner Support Other (please specify):	\$	\$
		\$	\$
		\$	\$
(f)	Management Fee	\$	\$
(g)	Total expenditure:	\$	\$

2. Summary on completion of your project:

(a)	Total payments received under project:	\$
(b)	Total expenditure as per 1(g) above:	\$
(c)	Total overpayment: (a) minus (b)	\$

Section C – Declaration

Where the total funds allocated as per Section A (d) above is:

- less than \$100,000, then the Chief Executive Officer (or equivalent delegate) must sign this declaration.
- more than \$100,000 but less than \$500,000, then the Chief Executive Officer (or equivalent delegate) and your organisation's accountant must sign this declaration.
- more than \$500,000, then your organisation must provide a full audit report (i.e. **audited financial statements with full transaction listings**) from a qualified independent accountant.
- for a Work Skills Traineeship project, regardless of the total funds approved, a **full transaction listing** must be provided.

On behalf of:
(please print TRADING name of your organisation)

I certify this acquittal of funds and declare that the information contained herein is true and correct and that all records and receipts for expenses have been retained by the above organisation.

<p>1. Chief Executive Officer / Chair of the Board (or equivalent delegate):</p> <p>Print full name:</p> <p>Position in organisation:</p> <p>Phone:</p> <p>Signed:</p> <p>Date:/...../.....</p>	<p>2. Accountant from your organisation:</p> <p>Print full name:</p> <p>Position in organisation:</p> <p>Phone:</p> <p>Signed:</p> <p>Date:/...../.....</p>
---	---

Please ensure that all records and receipts for expenses are retained by your organisation.

Annexure 3 Outcome Report

TABLE 1 Outcome Report

Participation Outcome				Destination Outcome										
Contracted Training	No. of Students enrolled	Training outcomes achieved	No. of Students	Employed			Further Education and Training						Return to School	Nil Outcome
				>25 hrs per week	<25 hr per week	Promoted	Cert II	Cert III	Cert IV	Assoc Dip	Diploma	Degree		
Example: Certificate I in Construction CPC10111	10	Withdrawn – no completions	2	1										1
		Some competencies achieved	3		1	1					1			
		Full Qualification achieved	5	2	1			1				1		
		Withdrawn – no completions												
		Some competencies achieved												
		Full Qualification achieved												
		Withdrawn – no completions												
		Some competencies achieved												
		Full Qualification achieved												
TOTAL NO. STUDENTS														