



Queensland Government

Department of Education, Training and the Arts

USER CHOICE PROGRAM AGREEMENT

**For Registered Training
Organisations Providing Services to
Apprentices/Trainees Under the User
Choice Program in Queensland**

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Parties

The State of Queensland through the Department of Education, Training and the Arts

(ABN 76 337 613 647)

("the Department")

and

Supplier Trading Name:

Supplier Legal Name:

ACN:

ABN:

whose registered address is at , ,

VARs No:

NTIS No:

("the Supplier")

Purpose

- (a) The Department administers the User Choice Program which provides funding to Registered Training Organisations for Training, Assessment and associated services for Apprentices/Trainees.
- (b) The Supplier is a Registered Training Organisation in accordance with the *Vocational Education, Training and Employment Act 2000*.
- (c) The parties intend to create legally binding relations whereby funding is provided to the Supplier for the provision of Training, Assessment and associated services for Apprentices/Trainees under the terms and conditions set out in this Agreement.

1. Definitions

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") commences on [enter start date] and remains in effect until [enter end date] unless terminated earlier in accordance with this Agreement.

3. Duties of the Supplier

- (a) The Supplier must 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.
- (b) The Supplier must provide the Services described in Appendix 2 to the Participants.

- (c) Schedule A outlines the amount of the Services required by the Department. The Supplier, subject to this Agreement, must use all reasonable endeavours to meet this amount.
- (d) The Services must be provided diligently, effectively and to a high professional standard in accordance with this Agreement and all obligations outlined in Appendix 2. To save any doubt, the Services provided under this Agreement must also meet the requirements (including, standards, guidelines, rules and descriptors) outlined in the relevant AVETMISS release for the applicable Delivery Type Identifier and Outcome Identifier that is required to be reported pursuant to clause 6 (Reporting).
- (e) The Supplier must comply with the AQTF, *Vocational Education, Training and Employment Act 2000* and all applicable Commonwealth, State and Local government laws, standards, ordinances, regulations and policies as amended, superseded or replaced from time to time.
- (f) The Supplier may only refuse to become a Supervising Registered Training Organisation (SRTO), or enrol or provide the Services under this Agreement, to an Apprentice/Trainee under the following circumstances:
 - i) if the Supplier does/will not have the necessary scope of registration.
 - ii) the Supplier is required pursuant to this clause 3(g) to not enrol the Apprentice/Trainee.
 - iii) the Supplier has the Department's consent not to enrol Apprentices/Trainees.
 - iv) the Employer of the Apprentice/Trainee is a prohibited employer under the *Vocational Education, Training and Employment Act 2000*.
 - v) the Supplier is prevented pursuant to the *Vocational Education, Training and Employment Act 2000* from enrolling Apprentices/Trainees.
 - vi) the Supplier has been issued a notice by the Department under clause 24 (Default) of the User Choice Agreement requiring the Supplier to cease enrolling any Apprentices/Trainees.
 - vii) where the Apprentice/Trainee does not pay his or her Tuition or Student Support Services fees despite being advised of the Supplier's fees policy prior to enrolment.
- (g) The Supplier must not market, enrol or otherwise commit to provide the Services under this Agreement to Apprentices/Trainees if the remaining amount payable under this Agreement is insufficient to complete the Services required by those Apprentices/Trainees during the remaining Annual Allocation Period/s. To save any doubt, the Supplier must always prioritise Continuing Participants followed by New Business Participants when considering if the remaining amount payable under this Agreement is sufficient to complete the Services.
- (h) The Supplier must comply with the User Choice Fees and Charges requirements set out in Appendix 3.
- (i) The Supplier must provide to Participants and their Employers 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 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 Item 1 of Appendix 5 in accordance with the timeframes set out in Item 2 of Appendix 5.
- (b) In providing the reports under this clause 6, the Supplier must 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.
- (c) Where there is any conflict between AVETMISS and the Department's specifications for reporting then the Department's specifications will prevail.
- (d) 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 code or requirement.
- (e) The Department may, by written notice, require the Supplier to correct or provide additional information or reports within 5 business days.
- (f) The Supplier must not provide or submit reports under this clause 6 for the provision of any Services for which it is not entitled to payment under this Agreement unless otherwise specified or approved in writing by the Department from time to time.
- (g) 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 up to the Total Agreement Value in accordance with Appendix 6.
- (b) To save any doubt, unless otherwise specified or approved in writing by the Department, the Department will not pay, without limitation, the Supplier for the provision of the Services set out in Item 5 of Appendix 6.
- (c) Payments by the Department to the Supplier that have not been earned in accordance with 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 there are reasonable grounds for doubting the Supplier's compliance with this Agreement, including compliance with clause 5 (Key Performance Indicators), 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 24 (Default).

8. Payment Process

Payment to the Supplier will be by electronic funds transfer into the financial institution account of the Supplier within 10 business days after the end of each month.

9. Goods and Services Tax (GST)

- (a) The parties agree that supplies of Training or 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 Training or 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) The Supplier acknowledges that it is registered for GST at the commencement date of this Agreement and that it will notify the Department if it ceases to be registered.
- (f) The Department acknowledges that it is registered for GST at the commencement date of this Agreement and that it will notify the Supplier if it ceases to be registered.

10. Variation by Agreement

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 4 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 in relation to 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 that 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 Department's liability to fund/pay under clause 7 (Funding) for the remaining Term of this Agreement will abate 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. Communication and Publication by the Department

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:

- (a) Initial and remaining funding;
- (b) Enrolment, completion, and attrition rates;
- (c) Audit outcomes;
- (d) The Supplier's compliance with its obligations under this Agreement; and
- (e) Any Subcontracting arrangements between the Supplier and third party/ies.

16. 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 printed materials, advertising and organised events 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.

17. Notices and Notification

- (a) Any notice or other communication to be given under this Agreement is to be in writing and must be delivered 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.

18. Documentation and Record Keeping

The Supplier must collect and retain documents, records and information in accordance with Item 3 of Appendix 2.

19. Subcontracting

- (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 and for ensuring that the work meets the requirements of this Agreement and all aspects of the AQTF, including, any form or process requirements.
- (b)** The Supplier remains fully responsible for the performance of its obligations under this Agreement, even if it Subcontracts some or all of them.
- (c)** 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.

20. 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 arrangements/agreements, directly related to this Agreement within 5 business days. To save any doubt, the Department may require the Supplier under this clause 20(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)** The Supplier acknowledges that breaches identified through the audit process may result in a loss of registration as a Registered Training Organisation.

21. 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 21.
- (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.

22. Survival

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

Clause 7	Funding
Clause 15	Communication and Publication by the Department
Clause 16	Publicity and Public Statements
Clause 18	Documentation and Record Keeping
Clause 20	Compliance Monitoring
Clause 21	Access to Supplier's Premises
Clause 26	Payment upon Termination
Clause 27	Personal Information
Clause 29	Indemnity
Clause 34	Confidentiality

23. 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 23 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 not to do so) continue to perform the Services under this Agreement.

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 Apprentices/Trainees 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. Payment upon Termination

Upon expiration or termination of this Agreement, the Department may withhold payment until such time as it is reasonably satisfied that:

- (a) The Supplier has complied with all the terms and conditions of this Agreement;
- (b) The Supplier has returned or, upon request of the Department, destroyed all or any records relating to this Agreement or documents containing confidential information supplied by the Department;
- (c) The Supplier has where necessary, provided 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;
- (d) All Participants are issued Qualifications and Statements of Attainment in accordance with the *Vocational Education, Training and Employment Act 2000*;
- (e) The Supplier provides to the Department:
 - i) a copy of the Qualifications and Statements of Attainment issued to each Participant;
 - ii) full and correct attendance records in relation to each Participant; and
 - iii) 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; and
- (f) The Supplier has made reasonable arrangements for the continued Training and Assessment of the Participants under this Agreement.

27. Personal Information

The Supplier must:

- (a) Collect, use and disclose Personal Information only for relevant purposes and to the extent necessary to perform an obligation under this Agreement;
- (b) Take all reasonable steps to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised use, access, modification or disclosure;

- (c) Take all reasonable steps to ensure that third parties are fully aware of the purpose for which any Personal Information is being collected;
- (d) Comply with any reasonable direction of the Department about privacy and security measures; and
- (e) Ensure that its Personnel and any other person who may have access to the Personal Information are aware of and undertake to act in a manner consistent with this clause 27.

28. Insurance

The Supplier must obtain and maintain for the Term of this Agreement:

- (a) 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;
- (b) Professional indemnity insurance in accordance with the AQTF; and
- (c) Workers compensation insurance in relation to the Supplier's employees.

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. Confidentiality

- (a)** The Supplier must 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 this clause 34(a).
- (c)** The Department may, at any time, require the Supplier to arrange for its Personnel to give written undertakings, in a form required by the Department (including a Deed of Confidentiality) substantially in the form currently located on the Department's website, at http://www.training.qld.gov.au/resources/funding_tenders/pdf/deed_confidentiality.pdf relating to the non-disclosure of the Department's Confidential Information.

Executed as an Agreement

SIGNED by an authorised representative,
for and on behalf of the **State of
Queensland** through the Department of
Education, Training and the Arts,
(ABN 76 337 613 647)

by

Name: _____

Position: _____

in the presence of:

Name of witness: _____

SIGNED for and on behalf of

ABN:

ACN:

by

Name: _____

Position: _____

and

Name: _____

Position: _____

in the presence of:

Name of witness: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Appendix 1 Definitions and Interpretation

Accredited	Has the same meaning as in the Vocational Education, Training and Employment Act 2000.
Accredited Course	Has the same meaning as in the AQTF.
Agreement	Means this document and includes the appendices, schedules, attachments and other documents forming part of this Agreement.
Annual Allocation Period	Means a 12 month financial year period.
Annual Allocation Value	Means the funds allocated to the Supplier for an Annual Allocation Period.
Apprentice	An employee being trained in an Apprenticeship under a Training Contract registered by the Training and Employment Recognition Council on DELTA and issued with a registration number.
Apprenticeship	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
AQF	Means the Australian Qualifications Framework. Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
AQTF	Means the Australian Quality Training Framework. Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
Assessment	Has the same meaning as in the AQTF.
AVETMISS	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.
Cape York Region	Means the region in Queensland from and including Mossman Gorge and Kowanyama in the south to Horne Island in the north and includes the communities of Wujal Wujal, Cooktown, Hopevale, Laura, Coen, Lockhart River, Marpuna (old Mapoon), Umagica, Napranum, Injinoo, Aurukun, Mossman Gorge, Kowanyama, Horne Island, New Mapoon, Pormpurraaw, Bamaga, Seisia, and Weipa.
Competency Count	Means the minimum number of Units of Competency specified by the Training and Employment Recognition Council that are needed to achieve an Apprenticeship/Traineeship outcome. The Competency Count in relation to the relevant Qualification is specified in QTIS.

Confidential Information	Means the information that is by its nature confidential and: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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>Freedom of Information Act 1992 (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.
Continuing Participant	Means a Participant for whom a valid AVETMISS outcome identifier was reported by the Supplier under a previous User Choice Agreement with the Department or under a previous Annual Allocation Period of this Agreement.
Delivery Type Identifier	An AVETMISS code that uniquely identifies the type or mode of delivery for a Unit of Competency/Module. The Delivery Type Identifier relates to the individual Participant enrolment not to the Unit of Competency/Module .
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>Vocational Education, Training and Employment Act 2000</i> .
Embedded VET subjects	Means a Unit of Competency/Module which reflects specific industry competency standards and which is undertaken by school students as part of their senior secondary studies. The Unit of Competency/Module contributes to a senior secondary certificate and a nationally recognised VET qualification within the Australian Qualification Framework (AQF).
Employer	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
ESRTO	Means Enterprise-Specific Registered Training Organisation which is a contracted provider under the User Choice program and has a principal business other than the provision of Training or Assessment but is registered as a Registered Training Organisation for the provision of Training and Assessment to its own employees. Group Training Organisations are not included in this definition.
Funds	Means the amount of funding for the Supplier up to the Total Agreement Value calculated in accordance with Appendix 6.
Key Performance Indicators	Means the performance indicators specified in Appendix 4, which lists the standards the Supplier must meet in providing the Services.
LLN	Means Language Literacy and Numeracy.
Module	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.

Module Count	Means the minimum number of Modules specified by the Training and Employment Recognition Council that are needed to achieve an Apprenticeship/Traineeship outcome. The Module Count in relation to the relevant Qualification is specified in QTIS.
National RTO	Means a National Registered Training Organisation which is a contracted provider under the User Choice Program and has an exclusive Agreement/s to provide Training and Assessment to Apprentices/Trainees of a national company, in all Australian States/Territories where the national company operates.
New Business Participants	Means a Participant who does not fall within the definition of a Continuing Participant at the time of enrolment with the Supplier.
Off-the-Job Training	Has the same meaning as in the relevant AVETMISS release.
On-the-Job Training	Has the same meaning as in the relevant AVETMISS release.
Operational Schedule A	Means the updated version of Schedule A to the Agreement produced by the Department from time to time.
Ordinary Hours of Work	Has the same meaning as in the <i>Industrial Relations Act 1999</i> .
Participant	Means a Queensland registered Apprentice/Trainee who is enrolled with the Supplier and the Supplier is their SRTO.
Personal Information	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.
Personnel	Means the personnel engaged by the Supplier to perform all or part of its obligations under this Agreement, including, employees, officers, agents, Subcontractors, Employers and volunteers.
Points	Means the points assigned to an apprenticeship or traineeship program by the Training and Employment Recognition Council, from certain endorsed Training Package qualifications, which is used as a means to establish the industrial outcome and as a basis for payment.
Point Count	Means the minimum number of Points specified by the Training and Employment Recognition Council that are needed to achieve an Apprenticeship/Traineeship outcome. The Point Count in relation to the relevant Qualification is specified in QTIS.
Priority Area	Means the Qualification/s accorded a particular Priority Area Rating.
Priority Area Rating	Means the ratings which have been assigned to each funded Qualification in QTIS. These ratings identify the Department's funding priority for Qualifications provided under the User Choice Program.
Priority Area Value	For an Annual Allocation Period, a Priority Area Value is the sum if the notional allocation/s of Funds for the respective Qualifications in that Priority Area.
Priority Population Groups	Means Participants identified in Appendix 8 who are fully funded for the Priority Rating 3 Qualifications on QTIS.
Public Statement	Includes any statements to Apprentices, Trainees, employers, the media, or external organisations or their representatives (excluding the Australian Council for Private Education and Training).
QTIS	Queensland Training Information Service. QTIS is a register of Apprenticeships and Traineeships approved in Queensland. QTIS also identifies the supporting Accredited Courses and Qualifications for Apprenticeship/Traineeship training. QTIS is accessible at http://tsx.dtir.qld.gov.au/cgi-bin/dycgi03.exe/inetsite/app/qtis/qtis.stm

Qualification	Means the declared (pursuant to the <i>Vocational Education, Training and Employment Act 2000</i> as amended, replaced or superseded from time to time) Apprenticeship and Traineeship qualification outcomes identified in Schedule A .
RCC	Recognition of Current Competency. See RPL.
Registered Training Organisation	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
RPL	Recognition of Prior Learning. Has the same meaning as in the AQTF.
School Based Apprentice or Trainee	Means a Participant who is a school student – typically years 11 and 12 - in an approved arrangement which allows them to study for their senior certificate or equivalent, whilst at the same time undertaking government approved and accredited training qualifications as paid employees.
Services	Means the services identified in Appendix 2.
SRTO	Means Supervising Registered Training Organisation. Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
Statement of Attainment	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
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.
Total Agreement Value	Means the maximum amount of monies payable under this Agreement .
Trainee	An employee being trained in a Traineeship under a Training Contract registered by the Training and Employment Recognition Council on DELTA and issued with a registration number.
Traineeship	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
Training	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.
Training Contract	Means an Apprenticeship/Traineeship contract, as defined in the <i>Vocational Education, Training and Employment Act 2000</i> , that is registered by the Training and Employment Recognition Council on DELTA.
Training Package	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
Training Plan	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
Training Record	A record of progress and achievement of all Training and Assessment for the Units of Competency/Modules agreed to in the Training Plan in accordance with the <i>Vocational Education, Training and Employment Regulation 2000</i> .
Training Year	Means a 12 month period starting from the commencement date of the Training Contract and/or, if applicable, any/every subsequent 12 month period until the completion of the Apprenticeship or Traineeship.
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.

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, Attachments and other incorporated documents form part of this Agreement;
- (h) A reference to an Appendix or Schedule (or an Attachment) 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;
- (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; and
- (n) If the Term of this Agreement is a one year period, then:
 - i) any reference in this Agreement to Annual Allocation Value/s is taken to be a reference to the Total Agreement Value; and
 - ii) any reference in this Agreement to the Annual Allocation Period/s is taken to be a reference to the period of this Agreement, which is one year.

Appendix 2 Program Specification

Item 1 Services to be provided by the Supplier

The Services that must be provided under this Agreement are as follows:

- (a) Training and Assessment leading to the attainment of the Qualifications identified in Schedule A; and
- (b) Administrative, support services and all other obligations required from a SRTO or Registered Training Organisation, as the case may be, under or pursuant to the *Vocational Education, Training and Employment Act 2000* and the *Australian Quality Training Framework Standards for Registered Training Organisations*, as superseded, amended or replaced from time to time.

Item 2 Service Provision

The Supplier must provide the Services as follows:

- (a) The Services must be provided in accordance with all obligations required of a SRTO or Registered Training Organisation, as the case may be, under or pursuant to the *Vocational Education, Training and Employment Act 2000* and the *Australian Quality Training Framework Standards for Registered Training Organisations*, as superseded, amended or replaced from time to time.
- (b) Subject to this Agreement, including, clause 6(d) (Reporting), the Supplier must provide the Services in accordance with the modes of delivery identified in the relevant AVETMISS release, and the relevant requirements (including standards, rules, guidelines and descriptors) in both the relevant AVETMISS release and Department's specifications (including Table 4 of Item 3 of Appendix 6) for the applicable Delivery Type Identifier and Outcome Identifier required to be reported pursuant to clause 6 (Reporting).

Item 3 Documentation and Record Keeping

The Supplier must collect and retain documents, records and information identified in the following table:

Item	Duration
1. Data recording the eligibility of Participants in Priority Population Groups identified in the Appendix 8.	Kept for the Term of the 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/ Module; or b) The completed paper-based assessment items for each Unit of Competency/ Module.	Kept for the Term of the 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.

<p>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:</p> <ul style="list-style-type: none"> a) full and complete records establishing, to the reasonable satisfaction of the Department, each Participant's participation (including, demonstrating the commencement of educational content and demonstrating educational progression as per AVETMISS) in each Unit of Competency/Module enrolment in accordance with the Training Plan; b) evidence that the On-the-Job Training component has been achieved for each Unit of Competency/ Module per each individual Participant prior to submission of claims for payment; c) evidence to support the accuracy and validity of AVETMISS start and end dates for each Participant in relation to each Unit of Competency/Module undertaken; d) copies of Subcontract agreements/arrangements; and e) any documents, records, and information specified by the Department from time to time, including any evidence requirements set out in the 2006-2009 User Choice Program Evidence Guide located on the Department's User Choice website. 	<p>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.</p>
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Item 4 Special Conditions

Not Applicable.

Appendix 3 Fees and Charges

This Appendix applies only to the Services to be provided under this Agreement.

Item 1 Student Contribution Fees

- (a) Student Contribution Fees are a Participant's contribution to the cost of tuition.
- (b) The Supplier must detail its fees and charges policy, including full costs, method of collection, refunds, and exemptions prior to enrolment and provide access to this written policy to Participants.
- (c) The Supplier must retain evidence of tuition fees collected as well as evidence of Participants who have been deemed as totally or partially exempt from the payment of student contribution fees.
- (d) Where a Participant does not commence a Unit of Competency/Module, then the Supplier must reimburse the Participant for all student contribution fees collected in relation to that Unit of Competency/Module.
- (e) Where a Participant withdraws from a Unit of Competency/Module after participating in learning activity, then a proportionate payment of the student contribution fee must be reimbursed.
- (f) The student contribution fee is calculated at **\$1.40** per nominal hour for each Unit of Competency/Module delivered.
- (g) The Supplier must not charge Participants more than the student contribution fee amounts contained in this Appendix except as required by the Department from time to time.
- (h) If the Supplier is contracted as an ESRTO, then the ESRTO is not required to charge student contribution fees.

Item 2 Partial Exemption—Tuition Fees

The Supplier must not charge more than 40 per cent of the student contribution fee where the Participant falls into one or more of the following exemption categories:

- (a) The Participant was or will be under 17 at the end of February in the year in which the Supplier provides training, and the Participant has not completed year 12;
- (b) The Participant holds a health care card or pensioner card issued under Commonwealth law, or is the partner or a dependant of a person who holds a health care card or pensioner concession card, and is named on the card;
- (c) The Participant issues the Supplier with an official form under Commonwealth law confirming that the Participant, his or her partner or the person of whom the Participant is a dependant, is entitled to concessions under a health care card or pensioner concession card; or
- (d) The Participant is an Aboriginal or Torres Strait Islander person. Acceptable evidence of this is outlined in Appendix 8.

Item 3 Student services for Participants

- (a) Student support services include:
 - i) student counselling or job placement service;
 - ii) library service;
 - iii) course information service;
 - iv) disability support service.
- (b) The Supplier must not charge the Participant a student services fee except as authorised by the Department from time to time.

Item 4 Fee exemption on grounds of extreme hardship or other special circumstances

- (a) Where payment of the student contribution fee and/or a student services fee would cause the Participant extreme financial hardship, then the Supplier may exempt the Participant from these fees.
- (b) The exemption process should be in place at the time of the Participant's enrolment.
- (c) For Item 4(a) of this Appendix, the Supplier must have a reasonable internal process to manage an appeal from a Participant about the outcome of the Participant's application under financial hardship.
- (d) Where the Participant is a School Based Apprentice or Trainee.

Item 5 When should student contribution fees be charged?

This following table identifies when student contribution fees should be charged according to the Delivery Type Identifiers.

Table 1 - When fees should be charged

AVETMISS Delivery Type Identifiers	Description	Tuition Fees
10	As per AVETMISS	Student Contribution Fees charged in accordance with this Appendix.
20	As per AVETMISS	Student Contribution Fees charged in accordance with this Appendix.
30	As per AVETMISS.	Student Contribution Fees charged in accordance with this Appendix.
40	As per AVETMISS.	Student Contribution Fees charged in accordance with this Appendix.
90	Recognition of prior learning.	Student Contribution Fees charged in accordance with this Appendix.
90	Credit transfer.	No tuition fee to be charged.

Item 6 Changes to the amount of fees chargeable under this Appendix 3.

The Department may amend the amount of fees chargeable under this Appendix on an annual basis, based on the increase to the consumer price index.

Item 7 Refund Policy

The Supplier must have a refund policy that meets the requirements of the AQTF. This policy must also include:

- (a) the provision for full refunds to Participants for student contribution fees and/or student support services fees charged for training delivery that has not commenced at the time of the cancellation of enrolment; and
- (b) the provision of proportionate refunds where the Participant has withdrawn from a Unit of Competency/Module.

Item 8 Additional Charges

- (a) The Supplier may apply additional charges beyond those listed above only if those additional charges (excluding student contribution fees and/or student support services fees) are listed in the *Vocational Education, Training and Employment Regulation 2000*.
- (b) The additional charges must be applied in accordance with the *Vocational Education, Training and Employment Regulation 2000*.
- (c) The additional charges must be listed in the Supplier's fees and charges policy and shown to the Participants at enrolment.

Item 9 No Charges

The Supplier must not charge Participants or their employer for:

- (a) The provision of materials essential to achieving competence;
- (b) The development and supply of a Training Plan; and
- (c) The development and supply of the initial Training Record.

The exceptions where the Supplier can negotiate additional fees with the Employer are the following circumstances:

- (a) Training and Assessment in Units of Competency/Modules, which is over and above that which is essential to the Qualification outcome for the Participant; or
- (b) Where the Supplier has negotiated a Training Plan with an Employer and Participant that has been tailored to the specific needs of the workplace, and results in additional costs of delivery due to workplace customisation or deluxe material charges.

Item 10 No claim against the Department

The Supplier must not claim and will not be paid by the Department in respect of the fees and charges under this Appendix.

Appendix 4 Key Performance Indicators

In accordance with clause 5 (Key Performance Indicators) the Supplier must meet the following Key Performance Indicators:

Performance Indicator	Standard Of Performance	Method Of Calculation
(a) Client Satisfaction	<ul style="list-style-type: none"> i) Achievement of a benchmark of 80% for levels of client satisfaction. ii) Incorporation, to the reasonable satisfaction of the Department, of the outcomes of surveys as part of the Supplier's continuous improvement program within the timeframes specified by the Department. 	<p>Performance determined by the Department reviewing information gathered from the annual User Choice Client Surveys, including survey response rates and satisfaction with key training quality categories.</p> <p>Other information may also be gathered from the Supplier, third parties, or the Department's own resources, audits and investigations.</p>
(b) Reported Outcomes of Training	Achievement by 1 March of each Annual Allocation Period of a benchmark of 80% for successful completion of Units of Competency/Modules.	Performance calculated as the percentage of successfully completed Units of Competency/Modules against all Units of Competency/Modules assessed.
(c) Audit Compliance	<ul style="list-style-type: none"> i) Compliance with the AQTF, other Agreement requirements, and other departmental policies throughout the Term. ii) Full rectification, to the reasonable satisfaction of the Department, of any identified non-compliances or areas requiring improvement within the timeframe specified by the Department. 	Compliance determined by the Department by reviewing information gathered during audit processes from the Supplier, third parties, or the Department's own resources and investigations.
(d) Effective Financial Management	Achievement by 1 March of each Annual Allocation Period of an expenditure benchmark of 70% of the current Annual Allocation Value.	Performance determined by the Department reviewing information gathered through the Department's Training Payment (TPAY) system.
(e) AVETMISS Data Error Rate	<ul style="list-style-type: none"> i) Achievement of a benchmark of 5% or less of Contract related errors in the monthly 'AVETMISS data reported to the Department pursuant to clause 6. ii) Full rectification within the period specified by the Department (and to the reasonable satisfaction of the Department) of any errors shown on the "Validation Report" issued by the Department. 	<p>Performance determined by the Department reviewing the accuracy of AVETMISS data reported by the Supplier.</p> <p>AVETMISS Data "Contract" Error Rate = Total rows of data in error ÷ Total rows of data.</p>

Appendix 5 Reporting Requirements

Item 1 AVETMISS Reporting Requirements

In relation to each Participant the Supplier must submit 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:

- (a) Number shown on Operational Schedule A or specified by the Department, including the prefix;
- (b) Training schedule line numbers as specified on Operational Schedule A;
- (c) Fund Source Code specified in Table 1 of Item 1 of this Appendix;
- (d) Delivery Type Identifier specified in AVETMISS for the relevant mode of delivery;
- (e) Outcome Identifier specified in AVETMISS and in Table 4 of Item 3 of Appendix 6;
- (f) Training location post code of where the Participant undertakes Training. This post code is specified on the User Choice website at www.trainandemploy.qld.gov.au/resources/funding_tenders/pdf/user_choice_0609/uc_ten_localities_price_factors_xls_0206.pdf
- (g) Training Contract DELTA registration number;
- (h) Details that demonstrate a Participant's eligibility to identify with the Priority Population Groups, applicable to Priority Area Rating 3 Qualifications identified on QTIS.
- (i) Such other information specified by the Department from time to time including in Table 6 of Item 5 of Appendix 6.

Table 1 Fund Source Code

School based Apprentices and Trainees	Language, literacy and numeracy	Apprentices	Trainees
SAT	LLN	F3	GK

Item 2 AVETMISS reporting timelines

- (a) The Supplier must submit the AVETMISS data in this Appendix on or before the last working day of each month.
- (b) The Supplier must ensure all AVETMISS data relating to the provision of Services are provided no later than ninety (90) days from the expiration of the relevant Annual Allocation Period.
- (c) For the purposes of national reporting requirements the Supplier must comply with the notified timelines for the submission of AVETMISS data.

Appendix 6 Financial Matters

Item 1 Funding Allocation - General

- (a) The Department will fund the Supplier up to the Total Agreement Value.
- (b) Where the Term of this Agreement is greater than one year, then:
- i) the Total Agreement Value is dissected into Annual Allocation Values as set out in Schedule A.
 - ii) the Department will pay the Supplier up to each Annual Allocation Value for each Annual Allocation Period.
 - iii) the Annual Allocation Value is not transferable across the Annual Allocation Periods. So, a failure to provide Services up to the Annual Allocation Value for the respective Annual Allocation Period will result in non payment of the remaining amount.
- (c) Where the Term of this Agreement is for up to one year, then:
- i) any reference in this Agreement to Annual Allocation Value/s is taken to be a reference to the Total Agreement Value.
 - ii) any reference in this Agreement to the Annual Allocation Period/s is taken to be a reference to the period of this Agreement, which may be one year or less.
- (d) One of a possible three Priority Area Ratings (i.e. 1, 2 or 3) is applied in Schedule A against each Qualification outlined in that schedule. Qualifications with a Priority Area Rating of 1 are the highest Priority Areas of delivery while Qualifications with a Priority Area Rating of 3 are the lowest Priority Areas of delivery.
- (e) Each Annual Allocation Value is divided into notional Priority Area Values. A Priority Area Value is the sum of the notional allocation/s of Funds for the respective Qualifications with a particular Priority Area Rating.
- (f) Subject to this Agreement, up to the Annual Allocation Value is claimable by/available to the Supplier as follows:
- i) The notional Priority Area Value for a particular Priority Area is available/claimable for delivery (reported pursuant to clause 6 – Reporting) up to that value against the Qualifications in that Priority Area.
 - ii) The non-claimed notional funds for a lower Priority Area will be partly or wholly, as the case may be, directed upwards to a higher Priority Area Value/s for an additional amount of delivery (reported pursuant to clause 6 – Reporting) against the Qualifications in those higher Priority Areas – with a commensurate decrease in the notional Priority Area Value for that lower Priority Area.
 - iii) The non-claimed notional funds for a higher Priority Area/s will be directed downwards to a lower Priority Area Value (but only where the combined value of the redirection is within a 10% variance of the original amount of that lower Priority Area Value) for an additional amount of delivery (reported pursuant to clause 6 – Reporting) against the Qualifications in that lower Priority Area – with a commensurate decrease in the notional Priority Area Value for the relevant higher Priority Area/s.

Example

This example illustrates the above items and, for purely illustration purposes, is based on a scenario where a Supplier's annual allocation value is \$300. If the Supplier is funded to deliver Qualifications in three Priority Areas and each Priority Area Value is \$100, then, subject to compliance with the terms and conditions of the Agreement, including delivery up to the claimed amounts (reported pursuant to clause 6 - Reporting), the Supplier will be paid by the Department (through the payable value and/or administration payment) for that delivery in all of the following situations:

Situation 1

Priority Area 1 claims	\$150
Priority Area 2 claims	\$120
Priority Area 3 claims	\$30

Reason: Greater than 10% variances in the redirection of the funds, but funds directed upwards for additional delivery – with commensurate value decrease in the notional Priority Area Value for that lower Priority Area.

Situation 2

Priority Area 1 claims	\$80
Priority Area 2 claims	\$110
Priority Area 3 claims	\$110

Reason: Funds directed to lower Priority Areas (i.e. 1 to 2 and 1 to 3) for additional delivery but within 10% of original amount of the relevant lower Priority Area – with commensurate decrease in the notional Priority Area Value for that higher Priority Area.

Situation 3

Priority Area 1 claims	\$140
Priority Area 2 claims	\$50
Priority Area 3 claims	\$110

Reason: Funds in this situation have been: a) directed to a higher Priority Area (Priority 2 to 1) for additional delivery; and b) directed to lower Priority Areas (Priority 2 to 3) for additional delivery within 10% allowable variance. In both scenarios, there was a commensurate value decrease in the notional Priority Area Value for Priority Area 2.

Under the same general scenario, however, the Department will not pay the Supplier in the following situation for any additional delivery in the relevant lower Priority Area (i.e. 3) which exceeds the 10% variance:

Situation 4

Priority Area 1 claims	\$80
Priority Area 2 claims	\$100
Priority Area 3 claims	\$120

Reason: Funds directed from one or both higher Priority Areas to a lower Priority Area (i.e. 1 to 3) for additional delivery reasons exceeds the variance of 10% of the original amount of that lower Priority Area Value.

- (g) It is the responsibility of the Supplier to ensure that it has sufficient Funds remaining in the notional Priority Area Values from which those Funds will, if applicable, be redirected so as to accommodate all future claims against that Priority Area - as no additional Funds will be provided by the Department. In this regard, the Supplier must also ensure that, in order of priority, Continuing Participants followed by New Business Participants can complete the balance of their Training and Assessment during the remaining Annual Allocation Period/s.

Item 2 Payment for Services

- (a) Payment will be in arrears and calculated using the reports submitted by the Supplier pursuant to clause 6 (Reporting).
- (b) Payment for Services under this Agreement will only be through either the Payable Value (Table 1 of Item 3 of this Appendix) or an Administration Payment (Table 5 of Item 4 of this Appendix).

Item 3 Payable Value

- (a) The Payable Value is calculated by multiplying a Base Value (Table 2 of Item 3 of this Appendix) by a Location Loading (Table 3 of Item 3 of this Appendix) and Payment Percentage (Table 4 of Item 3 of this Appendix) as follows:

Table 1 - Payable Value

Base Value	X	Location Loading	X	Payment Percentage	=	Payable Value
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- (b) The Base Value (see Table 2 of Item 3 of this Appendix) will be calculated as follows:
- i) For those Apprenticeship/Traineeship outcomes for which there is a Competency Count, the Base Value for that Unit of Competency will be calculated by dividing each Qualification Value specified in QTIS by the Competency Count assigned to that Qualification as specified on QTIS.
 - ii) For those Apprenticeship/Traineeship outcomes for which there is a Module Count, the Base Value for that Module will be calculated by dividing each Qualification Value specified in QTIS by the Module Count assigned to that Qualification as specified on QTIS.^[1]
 - iii) For those Apprenticeship/Traineeship outcomes for which the TERC has assigned a Points Count, the Base Value for each Point within a Unit of Competency/Module will be calculated by dividing each Qualification Value specified on QTIS by the Point Count assigned to that Qualification as specified on QTIS.^[2]

^[1] N.b. The Supplier is not entitled to payment for both the Module and the Unit of Competency in relation to the same delivery.

^[2] N.b. The Supplier is not entitled to payment for both the Point and the Unit of Competency/Module in relation to the same delivery.

Table 2 Base Value

Qualification Value on QTIS	=	Base Value
Competency/Module/Point Count on QTIS		

Table 3 Location Loading

Location of Service Provision	Description of Location of Provision of Services and Post Code	Rate
South East Queensland	The place where Training and Assessment is designated as South East Queensland on the User Choice Internet Site.	100%
Country	The place where Training and Assessment is designated as Country on the User Choice Internet Site.	115%
Remote	The place where Training and Assessment is designated as Remote on the User Choice Internet Site	175%

Table 4 Unit of Competency/Module Outcome Identifier and Payment Rates

Value	Outcome Identifier Description	Payment Percentage: maximum claimable
13#	<p>Successfully completed on the job assessment – This code is to be applied:</p> <ul style="list-style-type: none"> a) for those enrolments that correlate with a 70% payment (12 outcome) under the User Choice 2002 – 2003 Contract; and b) when the On and Off job assessment have been achieved. 	30%
14#	<p>Unsuccessful on the job assessment – This code is to be applied where all of the following is satisfied:</p> <ul style="list-style-type: none"> a) for those enrolments that correlate with a 70% payment (12 outcome) under the User Choice 2002 – 2003 Contract; b) when the On and Off-the-job assessment has not been achieved; and c) if the Participant <ul style="list-style-type: none"> i) is twice assessed as 'Not competent' or 'Unsuccessful' for the same Unit of Competency/Module; or ii) is assessed as 'Not competent' or 'Unsuccessful' and has his or her Training Contract cancelled prior to attempting the second assessment for the same Unit of Competency/Module; or iii) is assessed as 'Not competent' or 'Unsuccessful' and changes Supplier prior to attempting the second assessment for the same Unit of Competency/Module. 	30%
20	<p>Competency achieved/pass – This code is to be applied as per the relevant AVETMISS release relating to this subject matter.</p>	100%
30	<p>Competency not achieved/fail – This code is to be applied as per the relevant AVETMISS release relating to this subject matter.</p>	100%
25#	<p>Competency achieved/pass* - Arrangements for School Based Apprentices and Trainees. This code is to be applied where:</p> <ul style="list-style-type: none"> a) a written partnering agreement with a school is in place for the provision of Assessment of workplace competence for Embedded VET subjects that are equivalent to Unit of Competency/Modules relevant to the Apprenticeship or Traineeship of the relevant Participant; and b) the Participant has been assessed as competent for the Unit of Competency/Module; and c) the Participant is a School Based Apprentice or Trainee. 	50%
35#	<p>Competency not achieved/fail* - Arrangements for School Based Apprentices and Trainees. This code is to be applied where:</p> <ul style="list-style-type: none"> a) a written partnering agreement with a school is in place for the provision of Assessment of workplace competence for Embedded VET subjects that are equivalent to Units of Competency/Modules relevant to the Apprenticeship or Traineeship; and b) the Participant has been assessed and deemed 'Not Competent' or 'Unsuccessful' for the Unit of Competency/ Module; and c) the Participant is a School Based Apprentice or Trainee. 	50%

Value	Outcome Identifier Description	Payment Percentage/ maximum claimable
40	<p>Withdrawn – This code is to be applied where all of the following is satisfied:</p> <p>a) it complies with the relevant AVETMISS release relating to this subject matter; and</p> <p>b) the Training Contract is cancelled or withdrawn in DELTA or there is a change of SRTO and the change or cancellation is recorded in DELTA.</p>	50%
51	<p>Recognition of prior learning - granted – This code is to be applied as per the relevant AVETMISS release relating to this subject matter.</p>	100%
52	<p>Recognition of prior learning – not granted - This code is to be applied as per the relevant AVETMISS release relating to this subject matter</p>	0%
53	<p>Recognition of current competency - granted – This code is to be applied as per the relevant AVETMISS release relating to this subject matter</p>	100%
54	<p>Recognition of current competency – not granted - This code is to be applied as per the relevant AVETMISS release relating to this subject matter</p>	0%
60	<p>Credit transfer – This code is to be applied as per the relevant AVETMISS release relating to this subject matter.</p>	0%
70	<p>Continuing enrolment – This code is to be applied as per the relevant AVETMISS release relating to this subject matter.</p>	0%
81	<p>Non-assessable enrolment – Satisfactorily completed – This code is to be applied where all of the following is satisfied:</p> <p>a) it complies with the relevant AVETMISS release relating to this subject matter; and</p> <p>b) the Services are for the provision of LLN Units of Competency/Modules.</p> <p>NOTE: This code also applies to SRTO1 and SRTO2 Administration Payments (Table 5 of Item 4 of this Appendix).</p>	100%
82	<p>Non-assessable enrolment - Withdrawn or not satisfactorily completed – This code is to be applied where all of the following is satisfied:</p> <p>a) it complies with the relevant AVETMISS release relating to this subject matter; and</p> <p>b) the Services are for the provision of LLN Units of Competency/Modules.</p>	100%
90#	<p>Enrolment in current collection period – This code is to be applied where a Participant has been engaged in the training in the Unit of Competency/ Module in the current collection year.</p>	0%

This is a Queensland State Code.

Item 4 Administration Payment

- (a) The Department will pay for either the Payable Value (Table 1 of Item 3 of this Appendix) or the Administration Payment (Table 5 of Item 4 of this Appendix) in relation to a Participant but not both. The Administration Payment will only be made in relation to Participants:
- i) who have achieved a Qualification through an alternative pathway, enter the corresponding Apprenticeship/Traineeship for that Qualification, and only require a Completion Certificate to be issued for the Apprenticeship/Traineeship;
 - ii) who have received all Training and Assessment required from a different SRTO under their previous Training Contract, entered into a new Training Contract, and only require a Completion Certificate to be issued for the Apprenticeship/Traineeship;
 - iii) who have gained the entire Qualification through RPL (the Supplier must firstly confirm with a Department Regional Office representative that the Participant's Training Contract will be approved by the Training and Employment Recognition Council);
 - iv) whose Training Contract has been cancelled prior to any training provision commencing (SRTO1 payment only applies);
 - v) who have withdrawn within the probationary period prior to any training provision commencing (SRTO1 payment only applies); or
 - vi) who have changed to another SRTO prior to any training provision commencing (SRTO1 payment only applies).
- (b) Any Administration Payment will be offset against the Supplier's existing allocated funding for the relevant notional Priority Area Value.

Table 5 Administration Payments

Delivery Type Identifier	Descriptor	Outcome identifier	Unit of Competency/Module Code	Payment Rule	Payment
90	Prepare for training	81	SRTO1	Paid at completion of Participant's induction, including developing a Training Plan that meets the Department's and the Training and Employment Recognition Council requirements.	\$100
90	Apprentice or Trainee completion	81	SRTO2	Paid at completion of the Training Contract after the following has occurred: <ol style="list-style-type: none"> a) Participant has successfully completed the requirements of the Training Plan; and b) Supplier has complied with section 73 of the Vocational Education, Training and Employment Act 2000. 	\$400

Item 5 Service provision that will not be funded

The Department will not fund/pay (i.e. Administration Payment or Payable Value), without limitation, for the following unless otherwise specified or approved in writing:

Table 6 Service provision not funded

Service provision	Exceptional Circumstances Payment Conditions	Special Reporting Requirements
a) Provision of Services to a Participant who has already completed another Traineeship in the same Training Package suite of Qualifications or industry.	No payment for the second Traineeship unless the Participant completed the first as a school based Traineeship.	
b) Delivery of any Unit of Competency or Module through RPL where the effect would be that the Participant has completed the entire Qualification by way of RPL.	No payment unless the Supplier is entitled to claim an Administration Payment.	
c) Provision of Services to a Participant who was enrolled after the final enrolment date specified for the relevant Qualification in QTIS.	No payment unless the Participant's Training Contract was cancelled prior to the final enrolment date and the Participant recommenced in the Qualification within 3 months of the cancellation.	
d) Provision of Services to a Participant whose Training Contract commencement date is after the final enrolment date, as specified on QTIS, for the superseded Qualification*.	No payment.	
e) Provision of Services to a Participant that is after the teach-out period, as specified by the Training and Employment Recognition Council's Policy for <i>Transition Requirements and Maintaining Current Scope of Registration for Registered Training Organisations operating in Queensland</i> (as superseded, replaced or amended from time to time), for that superseded Qualification*.	No payment.	
f) Provision of Services for any LLN Unit of Competency or Module.	i) The Department will only fund the Supplier for the provision of services of up to two (2) Modules per Participant per financial year. ii) The Department will only fund provision of Services from the LLN accredited courses specified on QTIS. iii) The value of LLN Courses is specified on QTIS.	
g) Provision of Services for which payment by the Department would exceed the Supplier's allocated Funds as outlined in Item 1 of Appendix 6.	No payment.	

Service provision	Exceptional Circumstances Payment Conditions	Special Reporting Requirements
h) Provision of Services where the Supplier has not complied with all of the requirements of this Agreement, including, the requirements outlined in Table 4 (i.e. 'Outcome Identifier Description') of Item 3 of this Appendix 6.	No payment.	
i) Provision of Services to a Participant in excess of the Competency Count, Module Count or Points Count specified in QTIS – irrespective of whether or not the Participant received training or assessment against the Competency Count, Module Count or Points Count for the relevant Qualification from another provider.	No payment.	
j) Provision of Services that are not reported within the time frame specified in Item 2 of Appendix 5.	No payment.	The Supplier must still report this provision to the Department.
k) Provision of Services to a Participant who is also a student of an ESRTO or National RTO that has a User Choice Agreement for the corresponding Qualification.	No payment.	
l) Services provided to a Participant who has been previously assessed as competent for the same Unit of Competency or Module.	No payment.	<p>The Supplier must report this provision as:</p> <ul style="list-style-type: none"> i) Delivery Type Identifier in accordance with the relevant AVETMISS release; and ii) Outcome Identifier in accordance with the relevant AVETMISS release.
m) Services provided to a Participant who is not eligible for funding under the policy for <i>Existing Workers in Apprenticeships and Traineeships</i> located at www.trainandemploy.qld.gov.au/partners/fact_sheets_and_resources/factsheets/index.html	No payment.	
n) Services provided to a Participant where the Supplier has received funding or payment in relation to those Services from any other source.	No payment.	
o) Provision of the Services to a Participant for whom the Supplier is not nominated as the SRTO in the Participant's Training Contract or through a Departmentally approved amendment.	No payment unless the Training and Assessment is for a Participant referred to the Supplier for provision of LLN services.	
p) Provision of the Services to Apprentices or Trainees who are employed in the Cape York Region	No payment.	
q) Provision of the Services to a Participant who is a holder of a Trade Skills training visa under subclass 471.	No payment.	

Service provision	Exceptional Circumstances Payment Conditions	Special Reporting Requirements
r) Provision of any Services which would result in a redirection of the notional Funds from a higher Priority Area/s to a lower Priority Area Value for an additional amount of delivery against the Qualifications in that lower Priority Area, and that redirection would exceed the variance of 10% of the original amount of that lower Priority Area Value.	No payment.	

Any approved payment in relation to the above delivery will be offset against the relevant notional Priority Area Value.

*** NOTE: A Qualification specified in Schedule A may be superseded pursuant to the Vocational Educational, Training and Employment Act 2000 (as superseded, replaced or amended from time to time).**

Appendix 7 Address for Representatives and Notices

The following address for notices apply to this Agreement:

1. Department's Representative:

Position: Director, Stakeholder Performance
Industry Development
Department of Education, Training and the Arts

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

Postal Address: LMB 527
Brisbane, Qld, 4001

Phone: 07 3237 0711
Fax: 07 3229 3470

2. Supplier's Representative:

Trading Name of Supplier:

Legal Name of Supplier:

Contact person:
Position:

Street Address:

Postal Address:

Phone:

Fax:

Email:

Appendix 8 Priority Population Groups

Priority Population Group	Definition	Evidence
Young People and School Based Apprentices/ Trainees (SATs)	An individual who is between 15 to 24 years of age at time of commencement of an Apprenticeship/ Traineeship, as stated on a Training Contract (Question 4) or who is a school based Apprentice/Trainee.	Date of Birth as stated on Training Contract (Question 11) and AVETMISS VET Enrolment Form.
Aboriginal & Torres Strait Islander People	An Aboriginal and Torres Strait Islander person must meet the following three criteria: a) must be of Aboriginal or Torres Strait Islander descent; b) must identify as an Aboriginal or Torres Strait Islander person; and c) must be accepted as an Aboriginal or Torres Strait Islander person by the community in which they live.	It is important to remember that ONLY Aboriginal people can determine who is Aboriginal and who is not. Self-identification by the individual as stated on Training Contract (Question 14) and AVETMISS VET Enrolment Form.
Australian South Sea Islanders	Australian South Sea Islanders are the Australian-born descendants of predominately Melanesian people who were brought to Queensland between 1863 and 1904 from eighty Pacific Islands, but primarily Vanuatu and the Solomon Islands.	Self-identification by the individual.
Long term Unemployed	An individual continuously unemployed for a period of 12 months or more.	Evidence from CentreLink of unemployment status and length of period of unemployment. Plus AVETMISS VET Enrolment Form Labour Force Status Section completion.
Women Re-entering the Workforce after a period of 12 months continuous leave of absence	Women who are re-entering the job market after a continuous period of 12 months continuous leave of absence for the purposes of childbearing or childrearing, leave of absence to care for other family members or whose participation in the labour market have been interrupted by redundancy, early retirement or other workplace conditions.	Self-identification by the individual as stated on Training Contract plus AVETMISS VET Enrolment Form Gender section completed.
People 45 Years of Age and Over	An individual who is 45 years of age or over at the time of commencement of an Apprenticeship/Traineeship, as stated on a Training Contract (Question 4).	Date of Birth as stated on Training Contract (Question 11) and AVETMISS VET Enrolment Form.
People From a Non English Speaking Background	An individual who has migrated to Australia and whose first language is a language other than English, and the children of this individual.	Self-identification by the individual as stated on Training Contract (Question 16) and AVETMISS VET Enrolment Form Place of Birth & Language Sections completed.
People With A Disability	'Disability', in relation to an individual, is a condition that: a) is attributable to medical, psychiatric, sensory, physical, cognitive and/or learning impairment; and b) can reasonably be expected to be present for the duration of the Apprenticeship / Traineeship; and c) impacts on the person's ability to undertake training and work in the chosen Apprenticeship / Traineeship; and d) would result in the person requiring additional training and/or work-related support services and/or modifications.	An independent assessment and verification of the criteria a) to d) by a qualified third party such as: <ul style="list-style-type: none">• Doctor (GP)• Occupational therapist• Psychiatrist• Psychologist; and/or• Suitably qualified professional. (If response on Training Contract Question 17 and AVETMISS VET Enrolment Form Medical Condition/Disability Section is YES, please note that the above evidence is required to support response.)