



**Queensland Government**

**SERVICES AGREEMENT**  
***Micro-credentialing Program 2024***

**between**

**STATE OF QUEENSLAND**  
**(represented by) Department of Employment, Small Business and Training**

**And**

**Supplier**

**Agreement Number:**

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## PARTIES:

**STATE OF QUEENSLAND (represented by) Department of Employment, Small Business and Training**

**ABN 84 375 484 963**

(“the Department”)

and

*[Drafting Note: “trading as” information is only required if the trading name differs from the legal name.]*

**ABN**

(“the Supplier”)

## BACKGROUND:

- (a) The Queensland Government released the *Good people, Good Jobs: Queensland Workforce Strategy 2022-32* to drive Queensland towards a strong and diverse workforce ready to seize today’s jobs and adapt to future opportunities.
- (b) The *Queensland Workforce Strategy (QWS) 2022-32* delivers innovative and practical solutions that are needed now to ensure Queensland has a workforce ready to support current and future growth, strengthen communities and keep Queensland at the forefront of new economic opportunities.
- (c) A key action under the QWS Action Plan 2022-2025 is to extend the Micro-credentialing Pilot Program to provide increased access to industry-supported short courses.
- (d) The Micro-credentialing Program 2024 is administered by the Department of Employment, Small Business and Training (DESBT) and is a mechanism to identify and support life-long learning and just-in-time training responses. The Program aims to:
  - (a) support a range of approaches to micro-credentials targeting priority industry skills by industry and through regional partnerships;
  - (b) improve employability of participants by providing skills in demand from industry; and
  - (c) increase labour productivity of enterprises through investment in technical, digital or other skills needs not addressed through existing VET products.
- (e) The Supplier will provide the Services for the Program and the Department will pay the Funds for the Services on the terms and conditions set out in this Agreement.

## 1. Interpreting this Agreement

- (a) **(defined terms)** Unless a contrary intention appears, terms used in this Agreement must be interpreted in accordance with the definitions and interpretations set out in Appendix 1 of this Agreement.
- (b) **(term of Agreement)** This Agreement starts on the Commencement Date and will continue until the Expiry Date, unless terminated earlier in accordance with its terms.
- (c) **(construction of Agreement)** This Agreement sets out the terms and conditions on which the Department will provide Funds to the Supplier and on which the Supplier must deliver the Services. This Agreement is comprised of:
  - i) the Funding and Services Details, which:
    - A) contain terms about Funding and Services that relate to the type of Funding and Services; and
    - B) incorporate specific terms about particular Funding and Services; and
  - ii) these Standard Terms, which contain general terms that apply to Funding and Services, including those provided by the Supplier.
- (d) **(other relevant documents)** The Funding and Service Details may also specify or refer to documents, specifications, guidelines, policies or standard that the Supplier must comply with, meet or have regard to in relation to the Funding and Services to be provided under this Agreement. For example, as a supplier to the State of Queensland, the Supplier must comply

at all times with the Ethical Suppliers Threshold despite that document not being attached to this Agreement.

- (e) **(effect of variations)** This Agreement also includes any documents that the parties may sign from time to time varying or extending this Agreement.
- (f) **(order of precedence)** If, in relation to any Funding or Services, there is any ambiguity in or inconsistency between the documents comprising this Agreement, the following order of precedence will apply to resolve the ambiguity or inconsistency:
  - i) any Departures in the Funding and Service Details;
  - ii) the remaining terms in the Funding and Service Details;
  - iii) the Special Conditions (if any); and
  - iv) these Standard Terms.

## 2. Department's obligations

- (a) **(payment of Funding)** Subject to the Supplier's compliance with its obligations under this Agreement, the Department will pay the Funding to the Supplier in a timely and accountable manner having regard to the terms of this Agreement.
- (b) **(term of Funding)** The Department's obligation to provide Funding to the Supplier will start on the date specified in the Funding and Services Details and stop on the earlier of:
  - i) the Expiry Date;
  - ii) termination of all or part of the Funding; or
  - iii) termination of this Agreement.
- (c) **(effect of expiry or termination)** The expiry or termination of a tranche of Funding or this Agreement will not affect any right of action or remedy that has accrued as at the date of expiry or termination.
- (d) **(additional funding)** During the Term, the Department may provide additional Funding to the Supplier. Additional Funding may be provided under a document varying this Agreement signed by both parties in accordance with clause 7(a).]
- (e) **(collaboration)** The Department will work collaboratively with the Supplier to:
  - i) improve the Department's knowledge base of service delivery practice and outcomes;
  - ii) ensure effective expenditure of public monies; and
  - iii) monitor review and evaluate the Services.
- (f) **(policies and procedures)** The Department will give the Supplier current information, including relevant Government policies, procedures and guidelines, applicable to the use of Funding and delivery of the Services.
- (g) **(information obligations)** The Department is subject to the *Information Privacy Act 2009* (Qld) and the *Right to Information Act 2009* (Qld).

## 3. Supplier's obligations

- (a) The Supplier must:
  - i) use the Funding and deliver the Services strictly in accordance with this Agreement as an independent contractor;
  - ii) comply with any policies notified to the Supplier by the Department;
  - iii) promptly notify the Department of any relevant matters that the Supplier reasonably thinks may affect the Supplier's ability to deliver any of the Services or meets its obligations under this Agreement;
  - iv) comply with any legislation and requirements of any Commonwealth, State, Territory, or local authority, for example *Micro-credentialing Program Guidelines for Funding 2024* and Frequently Asked Questions available on the Department's website;

- v) inform itself of, and comply with, the Department's requirements for the Services and the Program; and
  - vi) obtain and maintain all permits, registrations and licences required to be taken out in connection with the Supplier's performance of the Services.
- (b) The Supplier must ensure compliance with its obligations under this Services Agreement despite:
- i) any assistance the Department may provide;
  - ii) any payment to the Supplier, or withholding of payment by the Department;
  - iii) any arrangement under which any of the Services are delivered under the Suppliers auspices; or
  - iv) any subcontracting of the Services.

#### ***Service commencement and delivery***

- (c) The Supplier must:
- i) start delivering the Services by no later than the date specified in the Funding and Services Details, except where otherwise agreed or notified by the Department;
  - ii) continue delivering the Services during the Term;
  - iii) comply with the Service Delivery Requirements; and
  - iv) deliver or achieve the Deliverables.
- (d) If any of the Services cease to be delivered, including because a tranche of Funding expires or is terminated or the Funding is suspended, the Supplier must:
- i) cooperate with the Department, if the Department requires, in relation to the process that the Supplier will institute to cease those Services and the handling of records and information in relation to those Services; and
  - ii) comply with any notice that the Department gives the Supplier about the transfer or disposal of any Funded Assets.
- (e) The Supplier must not cease or change any of the Services without the prior written approval of the Department.

#### ***Quality standards***

- (f) If specified, the Supplier must comply with any quality standards in relation to the Services specified in the Funding and Service Details.
- (g) If no quality standards in relation to the Services are specified in the Funding and Service Details, the Supplier must take all steps necessary to provide the Services to the highest quality possible having regard to best industry practice, good corporate governance and the Department's reasonable expectations for the provision of services to the State of Queensland and the prudent use of public monies.

#### ***Supplier's conduct***

- (h) The Supplier must conduct all activities that comprise the Services diligently, effectively and in a professional manner, including by:
- i) delivering the Services in a manner that is consistent with the State of Queensland's published policies, procedures and guidelines in respect of good corporate governance and decision making;
  - ii) deliver the Services in a manner that is consistent with the conduct and governance required of the State of Queensland; and
  - iii) providing the Services in a non-discriminatory basis except where the Services are intended to meet the needs of, or consider employment and training goals for, specific groups of people in the Region.
- (i) The Supplier must collaborate and coordinate with other community organisations and government agencies in, or operating in respect of, the Region with a view to delivering the most effective advice to the Department in respect of the objectives of the Program.

### ***Supplier's dispute resolution and complaints framework***

- (j) The Supplier must:
  - i) have and comply with a dispute resolution procedure for disputes between the Supplier and any other person with whom the Supplier may interact with in the provision of the Services and the Supplier must make a copy of that procedure available to persons interacting with the Supplier;
  - ii) keep and implement a document outlining the Supplier's procedure for dealing with complaints that any person may make about any of the Services or the activities and actions of the Supplier in providing the Services and make it available for viewing by any person on request; and
  - iii) advise any person who makes a complaint about any of the Services or the Supplier's conduct in providing the Services that they may complain to the Department or a complaints agency if they are not satisfied with the outcome of the complaint.
- (k) The Supplier must not discontinue or reduce any of the Services, or otherwise take recriminatory action, because a person makes a complaint about to the Supplier about the Supplier's conduct or the Services. Nothing in this clause prevents the Supplier from taking action as necessary to ensure safety and prevent harm to any person (including others that may come to the Supplier's attention through the lodgement of the complaint).

### ***Liaison with the Department's contact officer***

- (l) The Supplier must:
  - i) communicate with and provide information to the Department as the Department requires; and
  - ii) to the Department's satisfaction, comply with all requests, directions, orders and monitoring requirements made by the Department.

### ***Monitoring of delivery of services***

- (m) Both parties agree to meet or make contact during the Term for the purposes of monitoring the delivery of Services and assisting the Supplier to perform its obligations under this Agreement, which may include visits by Departmental staff to the Supplier's premises and access by Departmental staff to the Supplier's records wherever those records are located.
- (n) The Department can, at any time, conduct a review of any of the Services to assess service or program effectiveness or supporting improvements in the delivery of those Services. The review may include gathering and analysing information about the Services for the purpose of assessing the functioning or effectiveness of the Services or any system or program associated with the Services.
- (o) The Supplier must make available to the Department all information and documents that the Department requests for the purpose of clauses 3(m) and 3(n) and the Supplier warrants in each instance, that such information and documents are true and correct to the best of the Supplier's knowledge.

### ***Supplier's employees***

- (p) All personnel that the Supplier employs or contracts with in any capacity are the Supplier's responsibility.
- (q) 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.
- (r) The Supplier is responsible for:
  - i) the performance of all its obligations under this Agreement even those that are performed by its Personnel; and
  - ii) payment of all wages and entitlements to any employees and contractors.

### ***Supplier's financial viability***

- (s) During the Term, the Supplier must not incur a level of indebtedness or financial difficulty such that, in the Department's opinion, the Supplier will or may not be able to comply with its obligations under this Agreement.

#### **Supplier's notifications**

- (t) **(changes)** The Supplier must notify the Department of any changes in the Supplier's details in the Funding and Service Details in the way the Department requires.
- (u) **(other funding)** If the Supplier receives other funds from either the Commonwealth government, another State Government department or authority or any other entity providing funder for meeting the costs of:
  - i) any of the Services; or
  - ii) other services or activities that are of a similar nature to any of the Services;the Supplier must notify the Department of the amount and purpose of the additional funds received, unless the Department states otherwise.
- (v) **(misconduct)** If the Supplier is, or becomes, aware of an allegation that raises a reasonable suspicion of misconduct or dishonesty of a serious nature by the Supplier, the Supplier's employees, volunteers, agents in respect of any matter (including relating to the use of the Funding or operation of the Services) including an allegation of an offence liable to imprisonment, the Supplier must:
  - i) immediately notify the Department if the allegation involves misconduct or dishonesty concerning the Supplier; and
  - ii) in all cases report the allegation to a relevant authority such as the Queensland Police Service and notify the Department when it has been reported.
- (w) **(major incidents)** The Supplier must notify the Department no later than one (1) Business Day after the Supplier becomes aware of:
  - i) an incident that affects or is likely to affect the delivery of any Services;
  - ii) an incident that relates to any of the Services and that requires an emergency response include fire, natural disaster, bomb threat, hostage situation, death or serious injury, or threat of death or serious injury, of any person or any criminal activity;
  - iii) an incident that may relate to any person subject to interventions by the Departments, staff and carers; or
  - iv) a matter where significant media attention has occurred or is likely to occur.
- (x) **(amendment)** The Supplier must not make any amendment to the Supplier's constitution without notifying and obtaining the Department's written approval in relation to the amendment.

#### **Cultural accessibility**

- (y) The Supplier must ensure that the Services are culturally accessible to First Nations peoples and to people from culturally and linguistically diverse backgrounds, recognising the diversity of needs of people, including specific needs, from urban, regional and remote areas.
- (z) Where the target group for the Services is First Nations peoples, the Supplier must, if the Department requests, provide evidence to the Department's satisfaction that individuals, families, cultural custodians, clan and language groups, community organisations, communities or representatives deemed appropriate by the community to which the Services are being delivered, are engaged in the design, delivery and evaluation of programs and the Services to ensure they are appropriate to local community and cultural needs.

## **4. Reporting requirements and other information**

- (a) The Supplier must comply with the Reporting Requirements.
- (b) The Department may, by giving the Supplier notice, require that the Supplier provide some or all of the reports specified in the Reporting Requirements more or less regularly than stated in the Reporting Requirements.
- (c) In addition to the Reporting Requirements, the Department may, by giving the Supplier notice, require that the Supplier give to the Department information in any way concerning the

Supplier, the Supplier's delivery of the Services or the carrying out of the Supplier's obligations under this Agreement, including performance or financial reports.

- (d) A notice that the Department gives the Supplier under clauses 4(b) or 4(c) need not be in any specified form but must:
  - i) in the case of a notice under clause 4(b), specify the relevant reports and how regularly the Supplier must give them to the Department; and
  - ii) in the case of a notice under clause 4(c) specify:
    - A) the information the Department requires;
    - B) the way that the Department requires the Supplier to provide the information; and
    - C) the time within which the Supplier is required to provide the information.
- (e) If the Department requires information under clause 4(c) the Supplier must provide that information to the Department within the timeframe specified in the Department's notice.
- (f) All reports and information provided by the Supplier under this Agreement, including under the Reporting Requirements, must be:
  - i) true and accurate in all respects;
  - ii) of a standard and in a format acceptable to the Department; and
  - iii) provided to the Department electronically via the reporting system specified as part of the Reporting Requirements or by such other method as specified in any notice given to the Supplier under clause 4(c) or as otherwise notified to the Supplier by the Department from time to time.
- (g) Without limiting any other provision of the Service Agreement, if the Supplier fails to comply with any Reporting Requirement or to provide information required under clauses 4(b) or 4(c):
  - i) the Department may treat that failure as an Event of Default; and
  - ii) this may adversely impact on any decision the Department may make about providing additional funding to the Supplier under this Agreement or any other subsequent funding assistance.

## 5. Payment of Funding

- (a) The Department will provide the Funding to the Supplier by instalments in accordance with the Funding and Service Details.
- (b) The Department may withhold any instalment of the Funding if the Supplier has not complied with any obligation under this Agreement, including the Supplier's obligation to submit reports or information as required under clause 4.
- (c) The Department may vary:
  - i) the timing of instalments in relation to the Funding (and therefore the timing and amount of each subsequent instalment of the Funding); or
  - ii) the periods and dates stated in this Agreement, either generally or in relation to particular Funding.
- (d) The Department will give the Supplier 7 Business Days' notice of any such variation.
- (e) In the case of an emergency, the Supplier may make a written request for an instalment of the Funding in advance.
- (f) The Department may request any additional information from the Supplier before deciding, acting reasonably, whether to advance an instalment of the Funding to the Supplier under clause 5(e).
- (g) The Supplier acknowledges and agrees that this Department is under no obligation to provide the Funding to the Supplier beyond the expiration or termination of a tranche of Funding or this Agreement.

## 6. Administration and expenditure of Funding

- (a) The Supplier must use the Funding only:



- i) to deliver the Services specified in the Funding and Service Details, unless otherwise approved by the Department in writing;
  - ii) in accordance with the Funding and Service Details and the requirements of a Governing Act; and
  - iii) within any time period stipulated in the Funding and Service Details, or elsewhere in this Agreement, for expenditure of the Funding.
- (b)** The Supplier must not, without the Department's prior written approval, use the Funding to:
  - i) provide security for any purpose;
  - ii) make a loan or gift for any purpose;
  - iii) pay sitting fees to directors, management committee members, members of the Supplier organisation or any other person; or
  - iv) make payments that are inconsistent with the Services specified in the Funding and Services Details.
- (c)** If the Supplier uses the Funding for a purpose other than those permitted under this Agreement, or as otherwise approved by the Department, then, without limiting any other rights the Department may have, the Department may notify the Supplier that the Supplier is required to repay the Funding that has been so spent, used or applied, within the period stated in the notice, which will be not less than 10 Business Days. This amount will be a debt due and owing to the Department by the Supplier.
- (d)** If the Supplier uses the Funding to provide cash cheques or cash advances then the Supplier must keep a record of the date, amount, recipient and purpose of any cash cheque that the Supplier issues or cash advances that the Supplier make.
- (e)** The Supplier must hold the Funding in an account at an Approved Financial Institution.
- (f)** Where the Supplier receives the Funding, wholly or partly, to employ staff and are bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Funding may only be used for termination or redundancy payments if:
  - i) the Funding is stopped due to circumstances stated in clause 13(a); or
  - ii) the Supplier has obtained the Department's prior written approval.
- (g)** The Funding may be used to obtain and maintain permits, registrations and licenses required to be taken out in connection with the Supplier's performance of the Services specified in the Funding and Services Details (if any).
- (h)** The Supplier must use and deal with any money earned by the Supplier from:
  - i) interest on the Funding; or
  - ii) the operation of the Services (for example fees, rent, board, service charges), as if the money earned was part of the Funding provided to the Supplier under this Agreement.
- (i)** For clarity, any monies described in this clause must not be used for any purpose other than the delivery of the Services.
- (j)** If the Supplier provides a report or other information in accordance with clause 4 which shows that any part of the Funding for the previous period is unspent by the Supplier, then the Department may:
  - i) authorise the Supplier to retain the unspent Funding and to expend some or all of it for an approved purpose, on terms and conditions specified by the Department;
  - ii) reduce a future payment or instalment of the Funding to take account of the unspent Funding; or
  - iii) notify the Supplier that the Supplier is required to repay the unspent Funding to the Department, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to the Department by the Supplier.

- (k)** If, when this Agreement expires, any of the Funding has not been spent by the Supplier, the Department may:
  - i) give the Supplier a notice stating that the Supplier must return without delay or set off the unspent Funding to the Department, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to the Department by the Supplier; or
  - ii) authorise the Supplier to retain the unspent Funding and to expend some or all of it for an approved purpose, on terms and conditions specified by the Department.
- (l)** The Supplier must maintain separate and readily identifiable ledger accounts to record the Supplier's receipt and expenditure of the Funding.
- (m)** For clarity, Funding remains the property of the State of Queensland unless and until the Funding has been applied to delivering the Services in accordance with this Agreement.

## **7. Varying the Services or Funding**

- (a)** The parties acknowledge that:
  - i) this Agreement, or any part of it, may be varied by a variation agreement signed by an authorised representative of each party; and
  - ii) a variation which reduces or increases the scope of the Services may result in a reduction of or increase in (as the case may be) the amount of, or any future instalment of, the Funding.
- (b)** The Department may increase the Funding from time to time without a variation to the Service Agreement, provided that:
  - i) the Department will notify the Supplier about any such increase and the Funding and Services Details will be deemed varied in accordance with the notice; and
  - ii) a formal variation to this Agreement will be required where new or expanded Services are to be provided by the Supplier in connection with the increase in the Funding.

## **8. GST**

- (a)** The amount of the Funding as set out in a Funding and Service Details is exclusive of GST.
- (b)** The Department will pay the Supplier the GST Amount at the same time as paying the Supplier the Funding if the Supplier is registered for GST.
- (c)** If, for any reason, including:
  - i) any amendment to the GST Legislation;
  - ii) the issue of a ruling or advice by the Commissioner of Taxation;
  - iii) a refund in respect of a supply made under this Agreement; or
  - iv) a decision of any tribunal or court,the amount of GST paid by the Department differs from the amount of GST paid or payable by the Supplier to the Commissioner of Taxation, then the Department must issue an appropriate adjustment note and any difference must be paid to or by the Department as the case may be.
- (d)** The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.
- (e)** If the Supplier is registered for GST, the Supplier agrees that the Department may issue the Supplier with RCTIs in respect of GST applicable to any payments of the Funding. The following requirements will apply for the duration of the Service Agreement:
  - i) the Department may issue the Supplier with an RCTI in respect of any Taxable Supply;
  - ii) the Supplier must not issue a tax invoice in respect of a Taxable Supply for which the Department issue an RCTI;
  - iii) the Supplier acknowledges that the Supplier is registered for GST and agree to notify the Department if the Supplier ceases to be registered or if the Supplier ceases to satisfy any of the requirements relating to RCTIs; and

- iv) the Department acknowledges that the Department is registered for GST and agree to notify the Supplier if the Department ceases to be registered or if the Department ceases to satisfy any of the requirements relating to RCTIs.
- (f) The Department will issue an RCTI upon each payment of the Funding made to the Supplier during the Term.
- (g) The Supplier must remit any GST Amount(s) that the Department pays to the Supplier to the Australian Taxation Office as required by the GST Legislation.

## 9. Acknowledgement of Funding

- (a) The Supplier must ensure that the Funding is acknowledged in the Supplier's annual report (if the Supplier produces an annual report) and promotional materials relating to the Services.
- (b) Any acknowledgement in promotional material about the Services must use an acknowledgement logo which the Supplier must obtain from the Department.

## 10. Performance review and audit process

- (a) The Department can, at any time, conduct a Performance Review. Where the Department considers it appropriate, the Department will involve the Supplier in any Performance Review.
- (b) A Performance Review may include gathering and analysing information about the Services or the Supplier's use of the Funding for the purpose of the Department:
  - i) assessing the extent to which the terms of this Agreement can be, or are being, met by the Supplier; and
  - ii) considering or recommending a course of action to ensure compliance or to seek a remedy of any non-compliance.
- (c) The Department will give the Supplier notice prior to conducting a Performance Review, which need not be in any particular form but will specify the Funding and Services that the Department wishes to review and any premises to which the Department requires access.
- (d) The Department can, by notice to the Supplier, nominate auditors to conduct a Performance Review for the Department or to conduct any financial and compliance audit of the Supplier. For clarity, nominated auditors can be Departmental staff.
- (e) If the Department gives the Supplier a notice under clauses 10(c) or 10(d), the Supplier must:
  - i) comply with the notice;
  - ii) give the Department's officers or employees or the Auditors full and free access to:
    - A) the Supplier's employees;
    - B) any premises where the Services are delivered or from which the Supplier conducts the Supplier's business; and
    - C) the Supplier's accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services; and
  - iii) cooperate with the Department's officers or employees or the Auditors, including by giving any assistance required to:
    - A) meet with the Supplier's employees;
    - B) inspect the performance of the Services; and
    - C) locate and make copies of any of the Supplier's accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services.
- (f) When conducting a Performance Review or audit under this clause 10, the Department will, and will procure the Auditors to, use best endeavours to minimise interference to the Supplier's employees and the conduct of the Services.
- (g) The Supplier must provide any information or documents that the Department or the Auditors may request in relation to a Performance Review or audit and the Supplier warrants that such information and documents are true and correct to the best of the Supplier's knowledge.

- (h) The Supplier must ensure that, where any of the Services are delivered under the Supplier's auspices, the entity delivering those Services under the Supplier's auspices will permit the Department and the Auditors access to its employees, premises, accounts, records, documents, papers to the same extent provided for in this clause 10.
- (i) The Department's rights under this clause 10 are in addition to any other rights the Department may have under this Agreement or a Governing Act.

## 11. Suspending or stopping Funding

- (a) The Department can take any Specified Action by giving the Supplier notice if:
  - i) the Supplier breaches any term of this Agreement;
  - ii) an amendment to the Supplier's Constitution or operations means that the Supplier is no longer:
    - A) eligible for the Funding; or
    - B) able, in the Department's opinion, to comply with this Agreement;
  - iii) the Supplier become insolvent; or
  - iv) an actual Conflict of Interest arises.

The Department will only do this after following the show cause process in clause 12.

- (b) The Department can immediately take any Specified Action by giving the Supplier notice if:
  - i) the Department has terminated any other service agreement with the Supplier because of an event or occurrence of the same type as specified in clause 12(a);
  - ii) the Supplier becomes subject to any form of external administration;
  - iii) the Supplier enters into an arrangement with the Supplier's creditors or otherwise take advantage of any laws in force in connection with insolvent debtors;
  - iv) the Supplier becomes the subject of a court order for the payment of a sum equal to or greater than \$10,000; or
  - v) any:
    - A) steps or proceedings are commenced, and not withdrawn or dismissed within 5 Business Days; or
    - B) order made,
      - in relation to the Supplier's winding up, voluntarily or involuntarily.

The Department can do this without following the show cause process in clause 12, but the Department notice to the Supplier will contain the reasons for the Department decision.

- (c) The Department rights under this clause 11 are in addition to any other rights or remedies available to the Department.
- (d) The Supplier may terminate:
  - i) all of the Funding provided under this Agreement;
  - ii) part of the Funding (**Partial Funding**) provided under this Agreement; or
  - iii) this Agreement, in which case all Funding payable under this Agreement will stop, by giving the Department at least 3 months' notice.
- (e) If all of the Funding or a Partial Funding is terminated (**Terminated Funding**):
  - i) the Terminated Funding (being all or part, as the case may be) will immediately stop as at the date of termination;
  - ii) any obligation on the State to pay the Terminated Funding will be severed from this Agreement;
  - iii) The Supplier must:

- A) comply with the requirements specified in the notice of termination;
  - B) do everything possible to mitigate all losses, costs and expenses that the Supplier may incur as a result of the termination; and
  - C) comply with clause 3(d) in relation to the Services; and
  - D) repay to the Department any part of the Terminated Funding, whether unexpended or otherwise, that the Department notifies the Supplier is required to be repaid (which notice may be in the notice of termination), within the period stated in the notice, which will be not less than 10 Business Days. That amount will be a debt due and owing to the Department by the Supplier; and
- iv) the remaining Funding will not be affected unless, having regard to clause 1(b), the termination of Funding means that the Term expires, in which case this Agreement will automatically terminate and clause 11(f) will apply.
- (f) If this Agreement is terminated, all Funding provided under this Agreement will immediately stop as at the date of termination and clause 11(e)iii) will apply to all Funding.
- (g) If all or part of the Funding or this Agreement is terminated for any reason:
- i) the Department will not be liable to pay the Supplier compensation for any loss of profit or benefits that the Supplier would have received had the termination not occurred; and
  - ii) the termination will not limit, or adversely affect, any other right or remedy that may be available to the Department or accrued as at the date of termination.
- (h) The Department may take action under this clause 11 without having to give a compliance notice under a Governing Act or take any other compliance or enforcement action under a Governing Act, except if expressly required by a Governing Act.

## 12. Show cause process

- (a) If the Department reasonably suspects that any of the grounds or circumstances specified in clauses 11(a) apply, the Department may give the Supplier a show cause notice stating:
- i) the Specified Action the Department propose to take under clause 11(a);
  - ii) the grounds for the Specified Action;
  - iii) an outline of the facts and circumstances forming the basis for the grounds; and
  - iv) an invitation to the Supplier to show, within a stated period, why the Specified Action should not be taken.
- (b) The Show Cause Period will be a period ending at least 7 days, or such longer period as required under a Governing Act, after the Show Cause Notice is given to the Supplier.
- (c) During the Show Cause Period, the Supplier may make written representations to the Department stating why the Specified Action should not be taken and, the Department will consider all Representations the Supplier makes.
- (d) If, after considering the Representations, the Department no longer believes the grounds exist to take the Specified Action, the Department will not take further action about the Show Cause Notice and will, as soon as practicable, give notice to that effect.
- (e) If the Supplier does not make any Representations or, after considering the Representations the Supplier makes, the Department still believes the grounds exist to take the Specified Action and that the Specified Action is warranted, the Department may take the Specified Action and will notify the Supplier of the Department's decision.

## 13. Reduction of Funding or termination in particular circumstances

- (a) The Department can reduce the amount of the Funding:
- i) by giving the Supplier at least 3 months prior notice if the Department determines that:
    - A) changes to the State budget or any guidelines or policies of the State or Commonwealth government impact on the continued provision of the Funding to the Supplier or recipients of similar funding generally; or

- B) the needs of the Region no longer justify the Funding, or that other persons are in greater need than those of the Region; and
  - ii) by giving the Supplier at least 6 months prior notice if the Department determines that it is appropriate for the Department to re-test the market for the delivery of the Services.
- (b) If the Department determines, that any of the circumstances described in subclauses 13(a)i) or 13(a)ii) apply to a substantial portion of all Funding or Services under this Agreement, the Department may reduce all Funding under this Agreement or terminate this Agreement.
- (c) The Department can take action under clauses 13(a)i) or 13(a)ii) without following the show cause process set out in clause 12, but the Department's notice to the Supplier will contain the reasons for the Department's decision.
- (d) If the Department reduces the Funding under clauses 13(a)i) or 13(a)ii):
  - i) the Department will review the scope of the Services;
  - ii) the Supplier must:
    - A) do everything the Supplier can to mitigate and lessen all losses, costs and expenses that the Supplier may suffer in relation to the reduction;
    - B) repay to the Department any unexpended part of the Funding that the Department notifies the Supplier is required to be repaid as a result of the reduction, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to the Department by the Supplier; and
    - C) comply with any reasonable request made by the Department in relation to the reduction of the Funding; and
  - iii) The Department will notify the Supplier about the reduced amount of the Funding and any changed scope of the Services and this Agreement will be deemed varied in accordance with the notice.
- (e) If:
  - i) all or part of the Funding is terminated under clause 13(a)i), clauses 11(e) and 11(g) will apply; or
  - ii) this Agreement is terminated under clause 13(a)ii), clauses 11(f) and 11(g) will apply.
- (f) If the Department reduces any Funding or terminates this Agreement under clauses 13(a)i) or 13(a)ii), the Department will consider paying the Supplier reasonable costs that the Supplier incurs as a direct result of the reduction or termination, subject to the Supplier providing the Department with written evidence of the costs claimed and the Department approving those costs.

#### ***Refund of Funding***

- (g) 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 (Refundable Amount), in whole or part, the Department may by notice demand payment of the Refundable Amount no later than 10 Business Days, or longer if mutually agreed, after the date of the Department's demand.
- (h) The notice may specify the mode of payment.
- (i) The Supplier must refund the payment in accordance with the Department's notice or as otherwise agreed by the parties in writing. The refund amount will be a liquidated debt due and recoverable by the Department.
- (j) The Supplier acknowledges and agrees that the Department may charge interest on any the Refundable Amount in an amount equal to the post-judgement interest rate determined by the Supreme Court of Queensland from time to time from the date of the Department's notice described in clause 13(g)

## **14. 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.

## 15. Confidentiality

- (a) The Supplier must not disclose Confidential Information belonging to the Department except where the Supplier has obtained the Department's prior written approval (which may be subject to conditions) or where required by law.
- (b) The Department reserves the right, without any liability to account to the Supplier or any third person, to make available, disclose, and allow the disclosure of, to the extent that it is not prohibited or regulated by any legislation, any information received from the Supplier or otherwise relating to this Agreement to:
  - i) any department, agency, authority, or Minister of the Queensland or Commonwealth governments;
  - ii) the Queensland parliament; or
  - iii) any third person, including any court, tribunal, government committee or other person within government, where such disclosure would be permitted or required by law, or otherwise would be consistent with established government policies, procedures or protocols or for public accountability purposes to the extent required in those circumstances.
- (c) The Department may give information about the Supplier to:
  - i) an entity that provides other funding or other assistance to the Supplier; or
  - ii) another entity if the Department consider the entity has an interest in the proper and efficient delivery of any of the Services by the Supplier.
- (d) The Supplier must make every reasonable effort to ensure that the Supplier's employees, volunteers and agents are aware of and comply with the obligations of confidentiality in this clause 15.
- (e) The Department may, at any time, require the Supplier to give, and for the Supplier to arrange for the Supplier's employees, and volunteers engaged in the performance of any Services to give, written undertakings in a form reasonably required by the Department relating to the non-disclosure of Confidential Information under this clause 15.
- (f) The Supplier must notify the Department immediately if the Supplier knows or suspects that Confidential Information has been disclosed without the Department's authorisation.

## 16. Protection of personal information

- (a) If the Supplier collect or have access to Personal Information for the purposes of this Agreement, the Supplier must:
- i) comply with Parts 1 and 3 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of the Supplier's obligations under this Agreement as if the Supplier is the Department;
  - ii) not use Personal Information other than for the purposes of this Agreement, unless required or authorised by law;
  - iii) not disclose Personal Information without the Department's prior written consent, unless required or authorised by law;
  - iv) not transfer Personal Information outside of Australia without the Department's prior written consent;
  - v) ensure that access to Personal Information is restricted to those of the Supplier's employees, volunteer workers and officers who require access in order to perform their duties;
  - vi) ensure that the Supplier's employees, volunteer workers and officers do not access, use or disclose Personal Information other than in the performance of their duties;
  - vii) ensure that the Supplier's contractors and the Supplier's auspices who have access to Personal Information comply with the 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; and
  - ix) comply with such other privacy and security measures as the Department reasonably notify the Supplier about from time to time.
- (b) On the Department's request, the Supplier must obtain from the Supplier's employees, volunteer workers, officers and contractors engaged for the purposes of this Agreement, an executed deed of privacy in a form acceptable to the Department.
- (c) If the Supplier collects, records or otherwise deals with Personal Information, the Supplier must make available a copy of the Supplier's Privacy Notice to the person giving the Supplier the Personal Information.
- (d) The Supplier's Privacy Notice must be of a standard reasonably acceptable to the Department and must state that information the Supplier collects may be provided to the Department to ensure that the Supplier is delivering quality services.
- (e) The Supplier must make every reasonable effort to notify the Department immediately upon becoming aware of any breach of this clause 16.
- (f) The Supplier must notify the Department immediately in the event that the Supplier becomes aware that disclosure of Personal Information, in relation to any child subject to the *Child Protection Act 1999* or the *Youth Justice Act 1992*, is made or may be required by law.

## 17. Record keeping

- (a) The Supplier must store all records and files regarding the Supplier's use of the Funding and the delivery of the Services under a Funding and Service Details in secure storage for at least 7 years from the date of expiry or termination of this Agreement.
- (b) The Supplier must maintain complete and adequate data and financial and other records to ensure that the Department are able to validate the accuracy and completeness of all reports and other information that the Supplier provides to the Department, including under the Reporting Requirements.
- (c) The Supplier must ensure that the Department's Material is only used, copied, supplied or reproduced for the purposes of delivering the Services.
- (d) On the expiration or termination of this Agreement, the Supplier must return to the Department all of the Department's Material that the Department requires the Supplier to return.



## 18. Insurance and indemnity

- (a) The Supplier must effect and maintain the following insurances for the term of this Agreement:
- i) public liability insurance policy for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the cause of delivering the Services;
  - ii) any insurances a prudent person delivering the Services would take out; and
  - iii) any other insurance required by the Department by notice to the Supplier.
- (b) All insurance policies must be effected with an insurer authorised to carry on insurance business with the Australian Prudential Regulation Authority.
- (c) Upon the Department's request, the Supplier must provide the Department with a copy of any insurance policy obtained in accordance with clause 18(a) and a certificate of currency.
- (d) If the Supplier fails to take out or maintain any insurance required under clause 18(a) or to provide to The Department a copy of any such insurance policy or certificate of currency as required under clause 18(c), then, without limiting any other right that the Department may have, the Department may take out the relevant insurance and pay the required premiums on the Supplier's behalf and any such amount that the Department pays will be a debt due and owing to the Department by the Supplier.
- (e) The Supplier releases, discharges, indemnifies and keeps indemnified the Department, the Department's officers, employees and agents from and against any Claim that may be made or brought by any person against the Department in connection with:
- i) the Supplier failing to observe or perform any of the Supplier's obligations under this Agreement;
  - ii) any negligent or unlawful act or omission of the Supplier, the Supplier's officers, employees or volunteer workers; or
  - iii) contravention of any legislative requirement by the Supplier, the Supplier's officers, employees or volunteer workers,
- but the Supplier's liability to indemnify the Department under this clause will be reduced proportionally to the extent that a wrongful or negligent act or omission of the Department contributed to the Claim.
- (f) The Supplier represents and warrants that:
- i) it has the power to enter into this Agreement;
  - ii) it has read this Agreement in its entirety before entering into this document and understands the obligations of the Supplier under this Agreement;
  - iii) it has the necessary skills and expertise to supply the Services and otherwise comply with its obligations under this Agreement;
  - iv) it will undertake continuous training to ensure its skills and expertise up to date;
  - v) it has all necessary approvals and qualifications required to lawfully deliver the Services;
  - vi) its Personnel have the necessary skills and expertise to perform the Services and will undertake continuing training to ensure its Personnel's skills and expertise are up to date.

## 19. Conflicts of interest and compromising relationship

- (a) The Supplier warrants that, to the best of the Supplier's knowledge and belief, after making diligent inquiries at the date of signing the Service Agreement, no Conflict of Interest exists in the performance of the Supplier's obligations under this Agreement.
- (b) If, during the Term, a Conflict of Interest arises, or appears likely to arise, the Supplier undertakes to notify the Department immediately and to take such steps to resolve or otherwise deal with the conflict to the Department's satisfaction.
- (c) The Supplier must keep and implement a policy about Conflicts of Interest of the Supplier's executive officers, employees and volunteers. The policy must include guiding principles and procedures for identifying, declaring and dealing with Conflicts of Interest.

- (d) The Supplier must keep a record of each instance of a Conflict of Interest arising in the delivery of the Services and how the matter was dealt with.

## **20. 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; andlastly, 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 action by the Department under or purportedly under clause 13 (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.

## **21. 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, 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 – two days after the date of posting;
  - ii) if delivered – on the date of delivery;
  - iii) if emailed – on the date that the email is sent,
  - iv) except that a email received after 5.00 pm will be deemed to be given on the next business day.

## **22. 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.

### **23. Clauses to Survive Termination**

The following clauses will survive termination or expiration of this Agreement:

Clause 5 – Payment of Funding

Clause 6 – Administration and Expenditure of Funding

Clause 12 – Protection of Personal Information

Clause 14 – Intellectual Property Rights

Clause 15 – Confidentiality

Clause 17 – Record Keeping

Clause 18 – Insurance and Indemnity

Clause 24 – Right to Information and Communication and Publication by the Department

Clause 26 – Publicity and Public Statements.

### **24. 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 24(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 and employees 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) commencement date of this Agreement or award date; and
  - viii) procurement method used.
  - ix) 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>.

## 25. 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.
- (c) The Supplier acknowledges and agrees that the Department has entered into this Agreement in reliance on the warranties, representations and materials provided by the Supplier.

## 26. 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) The Supplier must not, without the Department's prior approval (to be given or withheld acting reasonably), make any public announcement of any kind in respect of the terms and conditions of this Agreement or link the Department to the Supplier's social enterprise or the Services. For clarity, the Supplier must not use the Department's name or logo in any advertising or marketing for the Suppliers social enterprise or the Services without the Department's prior consent which may be given or withheld in the Department's absolute discretion.
- (d) 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.
- (e) 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.

- (f) The Minister for the Training and Skills portfolio 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.

## **27. Intervening Event**

- (a) The Supplier must notify the Department if this Supplier is unable to carry out wholly or in part, any of the Supplier's obligations to deliver the Services due to natural disasters, pandemics, strikes, lockouts, or other industrial disturbances, acts of terror, unavoidable accident, fire, flood, or explosion.
- (b) The Supplier's notice to the Department must detail the extent to which the Supplier expects to be unable to perform or will be delayed in performing the Services.
- (c) The Supplier must take all reasonable steps to reduce the effect of the Intervening Event. The Department acknowledges that the Services may be suspended to the extent that they are affected by the Intervening Event.
- (d) Once the Intervening Event has ended, the Supplier must as soon as possible recommence delivery of the Services and where possible, carry out all acts which the Supplier would have been liable to carry out had the Intervening Event not occurred.

## **28. Not used**

**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**  
(represented by) 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: Name**  
**ABN: 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

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In this Agreement the following definitions apply:

<b>Agreement</b>	Means this document and all Appendices, Annexures and Schedules to the Agreement.
<b>Approved Financial Institution</b>	Means a financial institution registered in Australia and operating as a bank, credit union or building society.
<b>Auditors</b>	Means any auditors nominated by the Department under clause 10(d).
<b>Business Day</b>	Means a day that is not a Saturday, Sunday or public holiday in the State of Queensland.
<b>Chief Executive</b>	Means, for Funding given by: (a) a Department, the Director-General of the Department or other person from time to time holding the office of chief executive or having delegated responsibilities under relevant legislation; or (b) another body or agency, the chief executive officer or equivalent person.
<b>Claim</b>	Includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.
<b>Commencement Date</b>	Means the date specified in Appendix 2 or, if no date is specified, on which the last party to sign this Agreement, signs this Agreement.
<b>Confidential Information</b>	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.
<b>Conflict of Interest</b>	Includes: (a) having an interest (whether personal, financial, political or otherwise) that conflicts or which may reasonably be perceived as conflicting with the Supplier's ability to perform the Supplier's obligations under this Agreement fairly and objectively, including as a result of employment, procurement or service delivery arrangements that may exist or be put in place; and (b) for clause 19, a potential Conflict of Interest.
<b>Constitution</b>	Means: (a) a company's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution; or (b) in relation to any other kind of body: (i) the body's charter or memorandum; or (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

<b>Credential</b>	Means a formal and portable recognition indicating that an individual has completed a particular professional capability via a micro-credential listed in this Agreement.
<b>Deliverable</b>	Means the deliverables, outputs, outcomes, results or quantities of, or for, the Services, specified in the Funding and Services Details.
<b>Delivery Period</b>	Means the delivery period specified in Item 1 of Appendix 2, being the period in which the Services must be provided.
<b>Department's Material</b>	Means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data stored by any means which is given to the Supplier by the Department for the purposes of delivering Services, including all copies and extracts.
<b>Enterprise</b>	A business operating in Queensland as a legal entity to provide goods or services.
<b>Existing Material</b>	Means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data that has been incorporated in, or supplied as part of, the Supplier's Material that was either: (a) in existence prior to the Commencement Date; or (b) produced after the Commencement Date independently of this Agreement.
<b>Existing Worker</b>	Means an employee employed for one hour or more for pay, profit, commission, or payment in kind in Item 4 of Appendix 2
<b>Expiry Date</b>	Means the date specified in Appendix 2 or, if no date is specified, the later of the date on which the Delivery Period ends or the date all obligations under the Agreement have been completed.
<b>Funded Assets</b>	Means an asset purchased wholly or partly with any Funding and includes an asset purchased to replace such an asset.
<b>Funding</b>	Means an amount of funding assistance that the Department will provide to the Supplier under this Agreement, as specified or included in Appendix 5.
<b>Funding and Services Details</b>	Means the details in respect of the Funding (including timing and instalments) and Services (including delivery requirements and KPIs) set out in the Appendices to this Agreement.
<b>Governing Act</b>	Means any Act: (a) under which the Funding is provided to the Supplier, as specified in Appendix 5; or (b) to which the Funding is, or becomes, subject, and includes any regulation from time to time made under it.
<b>GST</b>	Means any tax imposed by or through the GST Legislation.
<b>GST Amount</b>	Means the GST payable in respect of taxable supply under this Agreement calculated at the rate of GST applicable at the time.
<b>GST Legislation</b>	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.
<b>Intellectual Property Rights</b>	Includes copyright, except for copyright in "artistic works" as that expression is defined in the <i>Copyright Act 1968 (Commonwealth)</i> , rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how), and other rights resulting from the intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights.
<b>Intervening Event</b>	Means an event specified in clause 27(a).
<b>Jobseeker</b>	Means a person who is unemployed or under-employed and seeking or intending to seek paid employment or self-employment in Item 4 of Appendix 2.



<b>Key Performance Indicators (KPIs)</b>	Means the key performance indicators specified in Appendix 3, which lists the standards the Supplier must meet under this Agreement.
<b>Location</b>	Means the location for the delivery of the Services as set out in Item 3 of Appendix 2.
<b>Moral Rights</b>	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 (Commonwealth)</i> , and the rights of a similar nature anywhere in the world whether existing before, on or after the commencement of the Service Agreement.
<b>New Contract Material</b>	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.
<b>Personal Information</b>	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.
<b>Participant</b>	Means an eligible individual under Items 4 of Appendix 2 of this Agreement.
<b>Performance Review</b>	Means a review under clause 10 of any aspect of the Supplier's performance of its obligations under this Agreement.
<b>Personnel</b>	Means the personnel engaged by the Supplier to perform all or part of its obligations under this Agreement, including employees, officers, agents and volunteers.
<b>Privacy Notice</b>	Means the document which describes how the Supplier will deal with any Personal Information provided to or gathered by the Supplier.
<b>Program</b>	Means the program described in Item 2 of Appendix 2.
<b>Project</b>	Means the Supplier's project for delivery of the Services, as described in Item 2 of Appendix 2 and the Supplier's Application.
<b>Public Statement</b>	Includes any statements to Participants, employers, the media, or external organisations or their representatives.
<b>RCTI</b>	Means a "recipient created tax invoice" within the meaning given in the GST Legislation.
<b>Region</b>	Means the region described in Item 3 of Appendix 2.
<b>Reporting Requirements</b>	Means the reporting requirements for the Funding, specified in the Funding and Service Details and this Agreement.
<b>Representations</b>	Means any representations made by the Supplier to the Department under clause 12(c).
<b>Services</b>	Means the services to be performed by the Supplier described in Item 2 of Appendix 2.
<b>Service Delivery Requirements</b>	Means any requirements set out in the Funding and Service Details.
<b>Show Cause Notice</b>	Means a show cause notice given under clause 12(a).
<b>Show Cause Period</b>	Means the period described in clause 12(a)(iv), as stated in the Show Cause Notice.
<b>Special Conditions</b>	Means the special conditions (if any) for the Funding or Services, set out in Item 6 of Appendix 2.
<b>Specific Action</b>	Means any of the following: <ul style="list-style-type: none"> <li>(a) suspending all or part of Funding under this Agreement, for a period of time and on specified conditions as stated in the relevant notice;</li> <li>(b) terminating all or part of any Funding; or</li> <li>(c) terminating this Agreement.</li> </ul>

<b>Supplier's Application</b>	Means the application made by the Supplier for funding under the Program.
<b>Supplier's Material</b>	Means any information, document, electronic image, cinematographic film, video, equipment, software or data stored by any means which is created by the Supplier or on the Supplier's behalf in performing Services under this Agreement.
<b>Taxable Supply</b>	Has the meaning given to it in the GST Legislation.
<b>Term</b>	Means the term of this Agreement as specified in clause 1(b).

SAMPLE

## INTERPRETATIONS

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In this Agreement including all parts, unless stated otherwise or a contrary intention appears:

- (a) it is intended that this Agreement may cover more than one grant or allocation of Funding. Each grant or allocation of Funding may be the subject of a separate variation to this Agreement. Where this Agreement incorporates more than one allocation of Funding, references to Funding and Services are to be read as references to the Funding under which the Services are to be delivered and the Funding to be paid. References to all or any Funding or Services are to be read as references to all or any of the Funding to be provided or the Services to be delivered under this Agreement;
- (b) words indicating the singular include the plural and words indicating gender include other genders;
- (c) where there is more than one organisation, the obligations of each organisation will be joint and several;
- (d) reference to a person includes an individual and a corporation;
- (e) reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (f) Words importing persons include a partnership and a body whether corporate or otherwise;
- (g) All references to dollars are to Australian dollars;
- (h) the headings in the Service Agreement are included for convenience only and do not affect the interpretation of the Service Agreement;
- (i) reference to a clause, paragraph or schedule is reference to a clause, paragraph or schedule of the document, forming part of the Service Agreement, in which the reference appears;
- (j) reference to a document or agreement includes reference to the document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (k) if the day on or by which anything is to be done under this Agreement is not a Business Day, that thing may be done on the next proceeding Business Day;
- (l) a reference to the Supplier includes the Supplier's administrators, successors and permitted assigns;
- (m) a reference to a "subcontractor" includes an agent, authorised representative or a person delivering any of the Services under the Supplier's auspices;
- (n) a reference to a government entity (as that term is defined in the Public Service Act 2008) in the event that entity is reconstituted or replaced, will be a reference to the entity then carrying out its powers or functions;
- (o) if there is any inconsistency between these terms and conditions and a Governing Act, the Governing Act will prevail; and
- (p) All references to consent, approval or permission (etcetera) by a party to this Agreement are taken to be a reference to consent, approval, or permission (etcetera) in that party's absolute discretion.

## Appendix 2 Program Specification

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### Item 1 Delivery Period

- (a) The Delivery Period for the provision of the Services is from **[enter date]** until **[enter date]**, unless otherwise agreed to in writing by the Department.

### Item 2 Services to be provided by the Supplier

- (a) The Supplier must provide and deliver Project coordination services through the **[enter project] Project** as outlined in the Supplier's Micro-credentialing Program 2024 Application and/or as agreed to by the Department.
- (b) The Supplier's Project, in partnership with industry, must design, develop and deliver micro-credential courses to build the capacity and employability of current and emerging aged care workers, by providing focused, innovative training through the development of micro-credentials in incontinence management.
- (c) The Supplier is responsible for providing the following Services to **[enter number of participants] Participants** and **[enter number of enterprises] Enterprises** to the reasonable satisfaction of the Department and must be completed within the Delivery Period of this Agreement:
- i) The Supplier must design, develop and deliver the following **[enter number of micro-credentials]** micro-credentials for the **[enter industry or sector]** workforce:
    - **[enter list of micro-credentials]**
- (d) The Supplier is responsible for the provision of all resources, personnel and equipment necessary for the proper supply of the Services.
- (e) Where non-accredited training is required to be delivered as part of the Services, the Supplier must:
- i) make all necessary arrangements and payments for the provision of the training by a provider to Participants during the Delivery Period if the Supplier does not provide the training itself;
  - ii) ensure that the Services meet the requirements outlined in the Supplier's Application;
  - iii) ensure that all Participants that complete the training are issued with and continue to have access to the Credential as outlined in the Supplier's Application; and
  - iv) provide Participants with such information or documents specified by the Department from time to time.
- (f) If requested by the Department, the Supplier must provide to the Department:
- i) a copy of, as applicable, Credentials, evidence of completion and/or certificates of completion 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.

### Item 3 Location of Services

- (a) The Services are to be provided in Queensland.

### Item 4 Participant Eligibility

- (a) Eligible Participants under this Agreement are Jobseekers or Existing Workers who:
- i) Are aged 15 years of age or over;
  - ii) Permanently reside in Queensland;
  - iii) are an Australian citizen, or a New Zealand citizen, or hold an eligible visa as identified by the Department at <https://desbt.qld.gov.au/training/providers/inclusive/visa-eligibility>; and
  - iv) Meet any additional eligibility requirements identified through this Program.

- (b) The following individuals are NOT eligible Participants for this Agreement:
- i) Secondary school students;
  - ii) Employees of the Supplier, unless approved by the Department prior to commencement;
  - iii) Employees of government departments and government agencies, not including local councils, unless approved by the Department prior to commencement; and
  - iv) All others that do not meet Participant Eligibility 4 (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 5 Documentation and Record Keeping

Item	Duration
1. 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: <ul style="list-style-type: none"> <li>a) full and complete records establishing each Participant's participation in training (including commencement and progression);</li> <li>b) any documents, records, and information specified by the Department from time to time; and</li> <li>c) full evidence (e.g. receipts, records and invoices) of expenditure of the Funds.</li> </ul>	Kept for the Term and for a period of 7 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.

### Item 6 Special Conditions

- (a) Funds received by the Supplier from other state or commonwealth programs, after submission of the Supplier's Application for this Program, must not be used by the Supplier for this Program without written approval by the Department.
- (b) The Department approves the Supplier to use New Material developed through this Agreement for the benefit to their industry.

### Item 7 Subcontracting

- (a) Subcontracting of the Services specified in Item 2 of Appendix 2 is permitted under this Agreement with prior approval from the Department of the Services to be subcontracted and the Subcontractor to be engaged.

### Item 8 Professional Indemnity Insurance

Not applicable.

### Item 9 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**

<b>General:-</b>	
<b>KPI 1 Submission of a Project Plan</b>	Submit a developed project plan for the project to the Department.
<b>Method of Measuring Performance:</b>	Evaluation of reports provided by the Supplier to the Department, in accordance with Appendix 4, of this Agreement.
<b>Minimum Standard of Performance:</b>	Project Plan submitted by the Supplier to the Department within 30 days of this service agreement being executed.
<b>KPI 2 Development of Micro-Credentials</b>	Development of micro-credentials for Participants.
<b>Method of Measuring Performance</b>	Evaluation of reports and information provided by the Supplier to the Department, in accordance with Appendix 4, of this Agreement.
<b>Minimum standard of performance</b>	Evidence of developed micro-credentials provided to the Department.
<b>KPI 3 Enrolment</b>	Eligible Participants enrol in micro-credential outlined in Item 2 of Appendix 2.
<b>Method of Measuring Performance:</b>	Evaluation of reports and information provided by the Supplier to the Department, in accordance with Appendix 4, of this Agreement. Each individual Participant will be counted once to measure minimum standard of performance.
<b>Minimum Standard of Performance:</b>	[INSERT PARTICIPANT NUMBERS] eligible Participants enrol to undertake [one or more] micro-credential outlined in Item 2 of Appendix 2.
<b>KPI 4 Completion</b>	Eligible Participants complete a micro-credential outlined in Item 2 of Appendix 2.
<b>Method of Measuring Performance:</b>	Evaluation of reports and information provided by the Supplier to the Department, in accordance with Appendix 4, of this Agreement. Each individual Participant will be counted once to measure minimum standard of performance.
<b>Minimum Standard of Performance:</b>	65% or [INSERT % OF PARTICIPANTS] eligible Participants enrolled, complete [one or more] micro-credential outlined in Item 2 of Appendix 2.
<b>KPI 5 Employment Benefit</b>	Eligible Participants successfully gain an employment benefit as a result of participation in a micro-credential in Item 2 of Appendix 2.
<b>Method of Measuring Performance:</b>	Evaluation of reports and information provided by the Supplier to the Department, in accordance with Appendix 4, of this Agreement. Each individual Participant will be counted once to measure minimum standard of performance.
<b>Minimum Standard of Performance:</b>	55% or [INSERT % OF PARTICIPANTS] eligible Participants successfully gain an employment benefit (i.e. gain employment or improved employment status) as a result of participation in a micro-credential in Item 2 of Appendix 2.
<b>KPI 6 Micro-Credential Recognition and Portability</b>	How achievement of the micro-credential will be recognised as outlined in the Services of this Agreement to recognise micro-credentials for Participants.
<b>Method of Measuring Performance</b>	Evaluation of reports provided by the Supplier to the Department, in accordance with Appendix 4, of this Agreement.

**Minimum standard of Performance**

System in place to recognise achievement and portability (between enterprises or industries) of micro-credential/s outlined in the Services of this Agreement reported to the Department.

**KPI 7 Meeting Skills Needs/Supporting Productivity**

How delivery of micro-credentials supports industry or enterprise skills needs and/or productivity.

**Method of Measuring Performance**

Evaluation of reports provided by the Supplier to the Department, in accordance with Appendix 4, of this Agreement.

**Minimum standard of Performance**

Industry confirmation that micro-credentials are addressing identified skills needs.

SAMPLE

## Appendix 4 Reporting Requirements

### Item 1 Reports

The Supplier must provide the reports set out in this Appendix in accordance with the relevant timelines. For clarity, the form of reports provided by the Department (set out in Annexures 1, 2 and 3) must be used by the Supplier. If a form of report is not provided by the Department the Supplier must use develop and deliver the required report. If the Supplier needs to provide information which is not provided for in the forms of reports attached to this Agreement in order to comply with its reporting obligations under this Agreement, the Supplier must provide an addendum setting out that information.

**Table 1 Reports**

<b>(a) Project Plan</b>	The Supplier must submit a Project Plan including but not limited to tasks, project commencement dates, milestones and timelines for the Services through this Agreement to the Department's contact in Appendix 6 via <a href="mailto:VPI@desbt.qld.gov.au">VPI@desbt.qld.gov.au</a>	The Project Plan to be submitted to the Department within 30 days of the execution of this Agreement.
<b>(b) Progress Report/s</b>	The Supplier must submit a written Progress Report addressing the Key Performance Indicators in Appendix 3 as outlined in: Annexure 1: Report Format Progress Reports are to be submitted to the Department's contact in Appendix 6 via <a href="mailto:VPI@desbt.qld.gov.au">VPI@desbt.qld.gov.au</a>	First Progress Report to be submitted to the Department within 10 days of the month following the end of the first Delivery quarter. (I.e.ADD DATE) Thereafter, Progress Reports will be required on a quarterly basis until the end of the Delivery Period.
<b>(c) Participant Report/s</b>	The Supplier must submit a written Participant Report detailing all current and past participants, their status and outcomes achieved as outlined in: Annexure 1: Report Format (The Supplier will be provided with a Participant Report template on execution of this Agreement.) The Participant Reports are to be submitted to the Department's contact in Appendix 6 via <a href="mailto:VPI@desbt.qld.gov.au">VPI@desbt.qld.gov.au</a>	First Participant Report to be submitted to the Department within 10 days of the month following the end of the first Delivery quarter. (I.e. ADD DATE) Thereafter, Participant Reports will be required on a quarterly basis until the end of the Delivery Period.
<b>(d) Interim Financial Acquittal</b>	Using the format provided in Annexure 2, the Supplier must submit details of all financial expenditure relating to the 1 <sup>st</sup> Payment provided under this Agreement to the Department's contact in Appendix 6 via <a href="mailto:VPI@desbt.qld.gov.au">VPI@desbt.qld.gov.au</a>	Interim Financial Acquittal to be submitted to the Department once 80% of the 1 <sup>st</sup> Payment has been expended. Amounts acquitted are to be GST exclusive.
<b>(e) Final Report</b>	Using the format provided in Annexure 3, the Supplier must submit completed Final Reports addressing the Key Performance Indicators in Appendix 3 to the Department's contact in Appendix 6 via <a href="mailto:VPI@desbt.qld.gov.au">VPI@desbt.qld.gov.au</a>	Final Report to be submitted to the Department up to 30 days after the Delivery Period completion date. Outcome Report to be submitted to the Department three months after the Delivery Period completion date.
<b>(f) Financial Audit Report</b>	Using the format provided in Annexure 2, the Supplier must submit details of all financial expenditure relating to the funding provided under this Agreement to the Department's contact in Appendix 6 via <a href="mailto:VPI@desbt.qld.gov.au">VPI@desbt.qld.gov.au</a>	Acquittal Report to be submitted to the Department up to 30 days after the Delivery Period completion date. Amounts acquitted are to be GST exclusive.



## Appendix 5 Financial Matters

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### Item 1 Funding

Subject to the terms of this Agreement, 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	Second Payment	Third Payment	TOTAL
Program Allocation	\$	\$	\$	\$
GST	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

**Funding:** \$ [AMOUNT TO BE ENTERED] (GST exclusive)

Funds through this Agreement can only be expended on costs directly associated with the project budget in the Supplier's Application. Funds cannot be used to purchase assets/capital equipment e.g. IT equipment, buildings or vehicles.

### Item 2 Payment

- (a) The Department is not obliged to pay any Funds to the Supplier if the Supplier is not in full compliance with its obligations under this Agreement or the Supplier has been in persistent breach of its obligations under this Agreement (being a breach of an obligation under this Agreement that occurs more than twice in six months).
- (b) 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.
- (c) Payment to the Supplier will be by electronic funds transfer into the Approved Financial Institution account nominated by the Supplier and in the name of the Supplier in two separate payments detailed below.

#### Payment Structure

- (d) First payment (representing 50% of the Funding) (**First Payment**) will be provided to the Supplier within 10 Business Days after the Agreement is signed by both parties, but no sooner than 30 days prior to the Delivery Period.
- (e) Second payment (representing 40% of the Funding) (**Second Payment**) will be made 10 Business Days after:
  - i) receipt by the Department of the Supplier's Interim Financial Acquittal in accordance with Appendix 4 of this Agreement;
  - ii) receipt by the Department of all the Supplier's Progress and Participant Reports in accordance with Appendix 4 of this Agreement; and
  - iii) the Department's satisfaction that the Supplier has met, exceeded or progressing to exceed the relevant Key Performance Indicators of this Agreement.
- (f) Third (and final) payment (representing 10% of the Funding) (**Third Payment**) will be made 10 Business Days after:
  - i) receipt by the Department of the Supplier's Financial Audit Report in accordance with Appendix 4 of this Agreement;
  - ii) receipt by the Department of all the Supplier's Progress and Participant Reports in accordance with Appendix 4 of this Agreement;
  - iii) receipt by the Department of the Supplier's Final Report in accordance with Appendix 4 of this Agreement; and

- iv) the Department's satisfaction that the Supplier has met or exceeded the relevant Key Performance Indicators of this Agreement.

SAMPLE

## **Appendix 6 Address for Representatives and Notices**

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

### **Department's Representative:**

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

Street Address: Level 9  
85 George Street  
BRISBANE QLD 4000

Postal Address: PO Box 15483  
CITY EAST QLD 4002

Phone: [PHONE NUMBER TO BE ADDED]

Email: [VPI@desbt.qld.gov.au](mailto:VPI@desbt.qld.gov.au)

### **Supplier's Representative:**

Trading Name of Supplier:

Legal Name of Supplier:

Contact person:

Position:

Street Address:

Postal Address:

Phone:

Email:

# Progress Report

<b>Project Details (to be included with every report)</b>	
Project Name	
Organisation	
Service Delivery Start Date	
Agreement Number	
Authorised Contact Person	
Authorised Contact Phone	

  

<b>Progress Report</b>
<p><b>How is the project progressing?</b></p> <ul style="list-style-type: none"> <li>• <i>Include details of general progress, and any training delivery or financial management issues.</i></li> </ul>
<p><b>Provide details of any changes that have had to be made to the project</b></p> <ul style="list-style-type: none"> <li>• <i>Note: This does not exclude the requirement to formally write to the department requesting approval to vary the project scope.</i></li> </ul>
<p><b>Using the <i>Project Profile / Case Study template</i>, provide at least one good news story and/or attach copies of any media stories.</b></p> <ul style="list-style-type: none"> <li>• <i>Please ensure the film and photo consent form is obtained from persons to be featured in the good news and/or media stories.</i></li> </ul> <p>Completed / Not completed (delete one) If “not completed”, include reason why</p>
<p><b>Provide outline of barriers, if any that have been encountered with this project to date</b></p> <ul style="list-style-type: none"> <li>• <i>Include any resolution if available.</i></li> </ul>
<p><b>Provide details of progress achieved for each of the Key Performance Indicators outlined in Appendix 3.</b></p>
<p><b><u>KPI 1 Submission of Project Plan</u></b></p>

- *What date was project plan submitted to the department?*
- *If project plan has not been completed or submitted, provide an update on expected timeframes.*

### **KPI 2 Development of Micro-credentials**

- *What is the status of each micro-credential listed in your agreement, for example, not yet developed, development commenced, development completed, delivery commenced?*
- *Copies of micro-credentials can be attached to this report as evidence*

### **KPI 3 Enrolment**

- *How is the project progressing against this KPI?*
- *Provide an update on the number of eligible participants enrolled in one or more micro-credentials. Enrolment figures should align with Participant Report – Excel report.*
- *Detail marketing strategies being utilised to recruit employers and participants onto the project.*
- *Detail any recruitment challenges or successes.*

### **KPI 4 Completion**

- *How is the project progressing against this KPI?*
- *Provide an update on the number of eligible participants who have completed one or more micro-credentials. Completion figures should align with Participant Report – Excel report.*
- *Detail support strategies being utilised to ensure high rate of completion.*
- *Detail any challenges or successes being experienced by the project to achieve this KPI.*

### **KPI 5 Employment Benefit**

- *How is the project progressing against this KPI*
- *Provide an update on the number of eligible participants who have achieved an employment benefit. These figures should align with the Participant Report – Excel report.*
- *Employment benefit can include outcomes such as increased hours, higher wages, longer contract, met licensing requirement or converted to full time.*
- *Include examples of project feedback received from participants.*
- *Detail any challenges or successes being experienced by the project to achieve this KPI.*

### **KPI 6 Micro-credential Recognition and Portability**

- *Provide an update on how the micro-credential/s are being recognised and supported by industry.*
- *Provide an update on measures put in place to ensure the micro-credential/s are portable for participants.*

### **KPI 7 Meeting Skills Needs / Supporting Productivity**

- *Outline benefits that have been realised by employers through participation in this project. For example, improved efficiencies, employees meeting regulatory requirements, in-house recruitment opportunities realised etc. Provide specific examples where possible. May extend to Good News Stories.*
- *Include examples of project feedback received from employers and industry.*
- *Copies of employer/industry surveys can be attached to your response (if available).*

## **Project Profile / Case Study Template**

For each reporting period, Micro-credentialing Program suppliers are expected to compile and report on good news stories from their project. This provides the supplier and the department an opportunity to spotlight the great outcomes being achieved through the Micro-credentialing Program. Good news stories can be based on outcomes being achieved by the project, by a participating employer or by an enrolled/completed participant.

A range of prompts have been supplied below to help you build a case study/profile of this good news story. The more information (and photos) you can provide the better.

### **PROFILE / CASE STUDY PROMPTS:**

#### **Your narrative**

- *Your organisation's narrative or elevator pitch.*
- *What is your organisation's commitment to training and workforce development?*

#### **About the program**

- *What is the challenge you/industry are trying to solve?*
- *How did you know what the challenge was? Through feedback, research, engagement with industry?*
- *What is your solution to the challenge? And what makes it interesting?*

#### **About the outcomes**

- *What outcomes are being achieved by the project? Provide qualitative and quantitative data wherever possible.*
- *Who benefited from the program/activity? How has an employer benefited from the program?*
- *Has the solution been successful? How do you know? Is it sustainable?*
- *What did the employer say about the program?*

#### **Individual stories**

- *Which individuals benefited from the program/activity?*
- *What was the impact on them?*
- *What did they say about the program?*



## 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)	Staff Wages:	\$	\$
(b)	Development Costs:	\$	\$
(c)	Delivery Costs:	\$	\$
(d)	Credential Costs	\$	\$
(e)	Other (please specify):	\$	\$
		\$	\$
		\$	\$
		\$	\$
(f)	Management Fee	\$	\$
<b>(g)</b>	<b>Total:</b>	<b>\$</b>	<b>\$</b>

2. Summary on completion of your project:

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

#### Section C – Declaration

Where the total funds payable as per 2(a) 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) from a qualified independent accountant.

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



# Reports (Final Report)

<b>Project Details</b>	
Project Name	
Organisation	
Service Delivery Start Date	
Agreement Number	
Authorised Contact Person	
Authorised Contact Phone	

<b>Final Report</b>	
Statement about achievement of each Key Performance Indicator (see Appendix 3). Detailed examples should be included to support responses.	
KPI 1 Submission of Project Plan	
KPI 2 Development of Micro-credentials	
KPI 3 Enrolment	
KPI 4 Completion	
KPI 5 Employment Benefit	
KPI 6 Micro-credential Recognition and Portability	
KPI 7 Meeting Skills Needs / Supporting Productivity	
Outline how the Micro-credentialing Program 2024 project assisted in addressing current, emerging and future skills needs.	

Provide details of any changes that have had to be made to the project.

*\*\*\* Note: This does not exclude the requirement to formally write to the department requesting approval to vary the scope of the project.*

**Provide any good news stories using Project Profile/Case Study Template (Appendix 1)** if available and/or attach copies of any media stories. Please also ensure all necessary consents (from a privacy/confidentiality perspective) are obtained from persons to be featured in the good news and/or media stories.

Provide outline of barriers, if any that have been encountered with this project to date, including any resolution if available.

# Outcome Report

Organisation Name:

Contact Name:

App No:

Project Name:

Month Submitted:

Date:

Micro-credential Name	Number of participants commenced	Number of participants completed	Total Number of Participants	Employment Benefit				Comments
				Number of Participants Who Gained Employment	Number of Participants Whose Employment Status Improved	Number of Participants Whose Employment Status Remains Unchanged	Number of Participants Currently Not Employed	