



**Queensland Government**

**2009 - 2012  
Productivity Places Program**

**VET SERVICES  
AGREEMENT**

**For the Provision of Publicly Funded  
Training and Assessment Services  
for Existing Workers and/or Job  
Seekers**

Supplier: «TRADING\_NAME»

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## Parties

The State of Queensland through the Department of Education and Training  
(ABN 76 337 613 647)  
("the Department")

and

Supplier Trading Name: «TRADING\_NAME»

Supplier Legal Name: «LEGAL\_NAME»

ACN: «ACN»

ABN: «ABN»

whose registered address is at «ADDRESS1» «ADDRESS2» «SUBURB» «STATE»  
«PCODE»

VARs No: «VARs\_ID»

NTIS No: «NTIS\_ID»

("the Supplier")

## Purpose

- (a) The main purpose of the Productivity Places Program, part of the Commonwealth Government's *Skilling Australia for the Future* Initiative, is to reduce skill shortages and increase the productivity of industry and enterprises.
- (b) The parties intend to create legally binding relations whereby funding is provided to the Supplier under the terms and conditions set out in this Agreement.

## 1. Definitions

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

## 2. Term of Agreement

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

## 3. Duties of the Supplier

- (a) Where Training and Assessment are to be delivered as part of the Services, then the Supplier must also:
  - i) be registered as a Registered Training Organisation at all times during the Term of the Agreement and have within its scope of registration the Qualifications set out in Schedule A.
  - ii) ensure that Services provided under the Agreement meet the requirements (including, standards, guidelines, rules and descriptors) outlined in the latest AVETMISS release for the

applicable Delivery Mode Identifier and Outcome Identifier that is required to be reported pursuant to clause 6 (Reporting);

- iii) comply with the AQTF, Vocational Education, Training and Employment Act 2000 and all applicable Commonwealth, State and Local government laws, standards, ordinances, regulations and policies as amended, superseded or replaced from time to time; and
  - iv) offer Recognition of Prior Learning (RPL) to all Participants upon enrolment and prior to commencement of formal accredited training delivery. Suppliers must be able to demonstrate that they have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.
- (b) The Program Specification set out in Appendix 2 applies to this Agreement, and the Supplier must, in accordance with this Agreement, provide the Services and comply with all other obligations outlined in the Program Specification.
- (c) The Services must be provided diligently, effectively and to a high professional standard in accordance with this Agreement.
- (d) The Supplier must provide to Participants such information, or documents specified by the Department from time to time.

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

- (a) The Supplier will ensure the Supplier's Personnel are aware of and comply with this Agreement and are qualified, skilled and experienced to comply with the Supplier's obligations.
- (b) The Supplier remains fully responsible for the performance of its obligations under this Agreement by any of its Personnel.

#### **5. Key Performance Indicators (KPIs)**

- (a) The Key Performance Indicators and the standards of performance against which service provision outcomes will be measured by the Department are specified in Appendix 3.
- (b) The Supplier must meet the standards of performance against the Key Performance Indicators as set out in Appendix 3. If the Supplier does not meet the standards specified in the Key Performance Indicators, the Department may, without limitation, exercise its rights under clauses 13 (Reduction in Scope) or 26 (Termination).
- (c) The Supplier must fully co-operate by participating in any general research, monitoring or evaluation programs undertaken by the Department, or on behalf of the Department, in relation to the provision of the Services.

#### **6. Reporting**

- (a) The Supplier must fully and correctly provide to the Department the reports set out in Appendix 4 in accordance with the timeframes and other obligations set out in that appendix.
- (b) Where the reports under this clause relate to Training and Assessment that are required to be delivered as part of the Services, then:
- i) the Supplier must also utilise and comply with the relevant AVETMISS release requirements (including, standards, guidelines, rules and descriptors) as superseded, amended or replaced from time to time, and the Department's specifications for reporting as advised from time to time.
  - ii) where there is any conflict between AVETMISS and the Department's specifications for reporting, then the Department's specifications will prevail.

- iii) this clause applies if an AVETMISS code or requirement (including, standard, rule, guideline or descriptor) is repealed, superseded or amended, and a new AVETMISS code or requirement dealing with substantially the same subject matter is made to replace it. Unless otherwise specified by the Department, any reference to the repealed, superseded or amended code or requirement is taken to be a reference to the new code or requirement.
- (c) The Department may, by written notice, require the Supplier to correct or provide additional information or reports within 5 business days.
- (d) To save any doubt, a reference to a 'relevant AVETMISS' in this Agreement refers to, unless otherwise specified in writing by the Department, the latest AVETMISS release requirements (including, standards, guidelines, rules, and descriptors) that are applicable for the period of delivery in question.

## **7. Funding**

- (a) Subject to this Agreement, the Department will pay the Supplier the Funds in accordance with Appendix 5.
- (b) Without limiting the Department's rights under this Agreement, and irrespective of the timing of any payments made by the Department to the Supplier, the Supplier's entitlement to the Funds, or any part thereof, is –
  - i) contingent on the Supplier delivering the Services diligently, effectively and to a high professional standard and complying with all the terms and conditions of this Agreement; and
  - ii) unless otherwise agreed in writing by the Department, calculated pursuant to Appendix 5 of this Agreement.
- (c) Payments by the Department to the Supplier to which the Supplier is not entitled to under this Agreement are and remain debts due to the Department.
- (d) The Department may, without limitation, offset any amount payable to the Supplier or debt owed by the Supplier pursuant to this Agreement against any other debts by or monies payable to the Supplier under this or another Agreement between the parties.

## **8. Payment Process**

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

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

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

## 10. Fees and Charges

- (a) The Supplier must not charge any fee for Job Seekers.
- (b) The Supplier must charge and collect from the Employer of each Existing Worker who is enrolled in a Qualification the leveraged amount specified in Item 12 of Appendix 2.
- (c) The Supplier must retain records of fees collected from the Employer in accordance with clause 18 (Documentation & Record Keeping).
- (d) Other than the amount that can be charged to the Employer under Clause 10(b), the Supplier must not charge Participants or their Employer any additional fees or charges including for:
  - i) any tuition or student services fees;
  - ii) the provision of materials essential to achieving competence;
  - iii) the development and supply of a Training Plan; or
  - iv) the development and supply of the Training Record.
- (e) The Supplier must have a refund policy that meets the requirements of the AQTF. This policy must also include:
  - i) the provision for full refunds to Employers for fees charged for training delivery that has not commenced at the time of the cancellation of enrolment; and
  - ii) the provision of proportionate refunds where the Participant has withdrawn from a Unit of Competency/Module after engaging in the learning activity.

## 11. Variation

No variation to this Agreement will be valid unless it is in writing and if required by the Department, signed by both parties.

## 12. Special Conditions

This Agreement is subject to any special conditions set out in Item 12 of Appendix 2 notwithstanding any other clause under this Agreement.

## 13. Reduction in Scope

- (a) Without limiting any other rights the Department may have under this Agreement and subject to clause 13(b), the Department may, upon giving the Supplier written notice, reduce the scope of the Services from the date specified in the notice.
- (b) The Department may reduce the scope of the Services if:
  - i) a Qualification is superseded by another Qualification;
  - ii) the Supplier has not provided or reported delivery against a Qualification for a period of 3 consecutive months or more;
  - iii) the Supplier is no longer registered in relation to a particular Qualification;
  - iv) the Supplier fails to meet any of the Key Performance Indicators specified pursuant to clause 5 (Key Performance Indicators (KPIs)); or
  - v) any Audit conducted by the Department indicates that the Supplier has not complied with its obligations under this Agreement against a particular Qualification.
- (c) Where there has been a reduction in the scope of the Services under this clause, the Supplier's entitlement to Funds under clause 7 (Funding) for the remaining Term of this Agreement will proportionately reduce in accordance with the reduction in the scope of Services.

## **14. Severability**

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

## **15. No Assignment**

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

## **16. Publicity and Public Statements**

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

## **17. Notices and Notification**

- (a) Any notice or other communication to be given under this Agreement is to be in writing and must be either by prepaid post or transmitted electronically to the other party at its address set out in Appendix 6 or any substitute address as may have been notified in writing by the relevant addressee from time to time.
- (b) A notice or other communication will be deemed to be received:
  - i) if posted, upon the expiration of 3 business days after the date on which it was sent; and
  - ii) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

## **18. Documentation and Record Keeping**

The Supplier must collect and retain documents, records and information in accordance with Item 10 of Appendix 2.

## **19. Subcontracting**

- (a) The Supplier may unless otherwise specified by the Department or in Item 11 of Appendix 2 of this Agreement, subcontract the performance of its obligations under this Agreement.
- (b) The Supplier must not subcontract the performance of any of its obligations under this Agreement unless it ensures the suitability of the Subcontractor for the work proposed to be carried out. Where Training and Assessment is to be delivered as part of the Services, this includes ensuring that the work meets the requirements of this Agreement and all aspects of the AQTF, including, any form or process requirements.
- (c) The Supplier remains fully responsible for the performance of its obligations under this Agreement, even if it Subcontracts some or all of them.

- (d) The Department may, by giving written notice to the Supplier require the Supplier to, at its own cost, cease using any Subcontractor. If the Department exercises this right, the Supplier remains liable for the past acts or omissions of the Subcontractor.

## 20. Compliance Monitoring

- (a) Without limiting any other rights the Department may have under this Agreement, the Department may by written notice require the Supplier to provide records and information, including copies of any Subcontract agreements, directly related to this Agreement within 5 business days. To save any doubt, the Department may require the Supplier under this clause 20(a) to provide records and information on a regular basis.
- (b) The Department may audit the Supplier to ensure compliance with the terms and conditions of this Agreement.
- (c) The Supplier must pay for the cost of any second or subsequent audits conducted to investigate whether breaches of this Agreement have been rectified.
- (d) Where Training and Assessment is to be delivered as part of the Services, the Supplier acknowledges that breaches identified through the audit process may result in a loss of registration as a Registered Training Organisation.

## 21. Access to Supplier's Premises

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

## 22. Survival

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

Clause 7	Funding
Clause 13(c)	Reduction in Scope (status of payments)
Clause 16	Publicity and Public Statements
Clause 18	Documentation and Record Keeping
Clause 20	Compliance Monitoring
Clause 21	Access to Supplier's Premises
Clause 22	Survival
Clause 24	Demand for Refund of Payments
Clause 27	Obligations on Expiration or Termination

Clause 28	Privacy and Personal Information
Clause 30	Indemnity
Clause 35	Confidentiality
Clause 36	Right to Information and Communication and Publication by the Department
Appendix 5	Financial Matters

### **23. Dispute Resolution Process**

- (a) The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:
- i) firstly, the party claiming that there is a dispute will serve notice in writing to the other party setting out the nature of the dispute;
  - ii) secondly, the parties will try to resolve the dispute by direct negotiation;
  - iii) thirdly, the parties have 20 business days from the service of notice (*or such extended time as the parties may agree before the expiration of the 20 business days*) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
  - iv) lastly, if:
    - A) there is no resolution or agreement; or
    - B) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 20 business days of the submission, or such extended time as the parties may agree before the expiration of the 20 business days,
 then any party may commence legal proceedings.
- (b) This clause 23 does not apply to action by the Department under or purportedly under clause 26 (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.

### **24. Demand for Refund of Payments**

- (a) If the Department has made payments to the Supplier to which the Supplier is not entitled to any part thereof, the Department may by written notice demand payment within 30 business days of any amount to which the Supplier is not entitled.
- (b) The notice may specify the mode of payment.
- (c) The Supplier must refund the payment in accordance with the notice and the refund amount will be a debt due and recoverable by the Department.

### **25. Default**

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

- (a) It is in breach of any clause of this Agreement, except where the breach is capable of remedy, in which case the breach will not constitute a default unless the Department gives the Supplier notice in writing to remedy the breach and the Supplier does not remedy it within the specified period. Where the Department has issued a notice under this clause 25 (Default), it may also:
- i) require the Supplier to develop and implement a strategy to rectify the non-compliance; or

- ii) require the Supplier to cease enrolling any Participants for the purposes of this Agreement;
- (b) Any information provided by the Supplier to the Department pursuant to this Agreement proves to have been, or to be, false or misleading in any material respect; or
- (c) The Supplier becomes bankrupt or insolvent or becomes subject to any form of administration.

## 26. Termination

- (a) If the Supplier is in default under clause 25 (Default) the Department may by written notice terminate this Agreement immediately.
- (b) A party may, at its convenience terminate this Agreement by providing 90 days written notice to the other party.
- (c) Any termination under this clause is without prejudice to any other rights, remedies, or actions the parties may have.

## 27. Obligations on Expiration or Termination

Upon expiration or termination of this Agreement, the Supplier:

- (a) must where necessary, provide all reasonable assistance including, preparing and complying with any transition plan approved by the Department to enable the transition of the Services to the Department or to any third party deemed appropriate by the Department;
- (b) Where training and assessment are to be delivered as part of the Services, then the Supplier must also ensure that:
  - i) all Participants are issued Qualifications and Statements of Attainment in accordance with the Vocational Education, Training and Employment Act 2000;
  - ii) it provides to the Department:
    - A) a copy of, as applicable, the Qualifications and Statements of Attainment issued to each Participant;
    - B) full and correct attendance records in relation to each Participant; and
    - C) all Assessment tools used in relation to each Participant, and either the Participant's completed assessment item or the teacher's completed marking guide for each Participant.
- (c) The Supplier must refund to the Department any payment to which it is not entitled where the Department has demanded a refund of the payment pursuant to clause 24 (Demand for Refund of Payments) of this Agreement.

## 28. Privacy and Personal Information

- (a) If the Supplier collects, receives or has access to Personal Information in order to deliver the Services contemplated by this Agreement, then the Supplier must:
  - i) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this Agreement, as if the Supplier were the Department;
  - ii) not use Personal Information other than for the purposes of the performance of the Services in discharge of its obligations under this Agreement, unless required or authorised by law;
  - iii) not use Personal Information without the consent of the Department, unless required or authorised by law;
  - iv) not transfer Personal Information outside of Australia without the consent of the Department;

- v) ensure that Personal Information is restricted to those of its employees and officers who require access in order to perform their duties;
  - vi) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties;
  - vii) ensure that its Sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Supplier under this clause;
  - viii) fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints;
  - ix) comply with such other privacy and security measures as the Department reasonably advises the Supplier in writing from time to time.
- (b)** On request by the Department, the Supplier must obtain from its employees, officers or Sub-contractors engaged for the purposes of this Agreement, an executed deed of privacy in a form acceptable to the Department.
- (c)** The Supplier must immediately notify the Department on becoming aware of any breach of clause 28(a).
- (d)** For the avoidance of doubt:
- i) clause 28(a) does not affect the requirements in this Agreement for the Supplier to obtain the Department's consent to Subcontracting; and
  - ii) any Subcontracting does not relieve the Supplier from any of its obligations under this clause 28.
- (e)** If the Department collects Personal Information in its performance of this Agreement, then the Department will treat such Personal Information in accordance with the *Information Privacy Act 2009* (Qld).

## **29. Insurance**

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

## **30. Indemnity**

- (a)** In this clause 30, "claim" includes any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses.
- (b)** The Supplier agrees to indemnify and keep indemnified the Department and its officers, employees and agents against any claim which may be brought against or made upon or incurred by them as a result of:
- i) the provision of the Services;
  - ii) a breach by the Supplier of any of the provisions of this Agreement; or
  - iii) any wilful, unlawful or negligent act or omission of the Supplier, or its Personnel except to the extent that any act or omission by the Department causes or contributes to the claim.

## **31. Waiver**

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

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

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

### **33. Jurisdiction**

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

### **34. Conflict of Interest**

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

### **35. Confidentiality**

- (a) The Supplier must not disclose to any person, except as required by law, any Confidential Information relating to this Agreement or the Services, without prior approval in writing from the Department.
- (b) The Department may impose any conditions or restrictions it considers appropriate when giving its approval under clause 35(a).
- (c) The Department may, at any time, require the Supplier to arrange for its Personnel to give written undertakings, in a form required by the Department (including a Deed of Confidentiality) substantially in the form currently located on the Department's website, at [www.training.qld.gov.au/resources/training-organisations/doc/deed-confidentiality-privacy.doc](http://www.training.qld.gov.au/resources/training-organisations/doc/deed-confidentiality-privacy.doc) relating to the non-disclosure of the Department's Confidential Information.

### **36. 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 36(d), the Department cannot guarantee that any information provided by the Supplier will be protected from disclosure under the RTI Act.
- (f) The Supplier consents to the Department, its officers, employees and sub-contractors 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 internal or other purposes. Without limiting the above, this information includes:
- i) the name and address of the Supplier;
  - ii) a description of the Services provided by the Supplier;
  - iii) initial and remaining funding;
  - iv) enrolment, completion and attrition rates;
  - v) audit outcomes;
  - vi) the Supplier's compliance with its obligations under this Agreement;
  - vii) any Subcontracts by the Supplier;
  - viii) commencement date of this Agreement or award date; and
  - ix) procurement method used.

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

### **37. Entire Agreement**

This Agreement constitutes the entire agreement between the Department and the Supplier in relation to its subject matter.

### **38. Representations**

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

**Executed as an Agreement**

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

by

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

in the presence of:

**Name of  
witness:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNED** for and on behalf of  
«LEGAL\_NAME»

**ABN:** «ABN»

**ACN:** «ACN»

by

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

and

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

in the presence of:

**Name of  
witness:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 1 Definitions

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<b>Agreement</b>	Means this document and includes the appendices, schedules, annexures, attachments and other documents forming part of this Agreement.
<b>AHC</b>	Annual Hours Curriculum – relates to the Unit of Competency total nominal hours (supervised), used as a measure of total system delivery, e.g. for an institute, State or Territory. At the discretion of the Department, AHC delivery may be negotiated.
<b>Apprentice</b>	An employee being trained in an Apprenticeship under a Training Contract registered by the Training and Employment Recognition Council on DELTA and issued with a registration number.
<b>Apprenticeship</b>	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
<b>AQTF</b>	Means the Australian Quality Training Framework. Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
<b>Assessment</b>	Means the process of gathering and judging evidence in order to decide whether a standard or objective has been achieved.
<b>AVETMISS</b>	Means the Australian <i>Vocational Education and Training Management Information Statistical Standard</i> – The Standard for VET Providers as published by the National Centre for Vocational Education Research from time to time.
<b>Cape York Region</b>	Means the region in Queensland from and including Mossman Gorge and Kowanyama in the south to Horne Island in the north and includes the communities of Wujal Wujal, Cooktown, Hopevale, Laura, Coen, Lockhart River, Marpuna (old Mapoon), Umagico, Napranum, Injinoo, Aurukun, Mossman Gorge, Kowanyama, Horne Island, New Mapoon, Pormpuraaw, Bamaga, Seisia, and Weipa.
<b>Confidential Information</b>	Means the information that is by its nature confidential and: <ol style="list-style-type: none"><li>1 is designated by the Department as confidential; and</li><li>2 the Supplier knows or ought to know is confidential, but does not include information which:<ol style="list-style-type: none"><li>(a) is or becomes public knowledge other than by:<ol style="list-style-type: none"><li>(i) breach of this Agreement; or</li><li>(ii) any other unlawful means;</li></ol></li><li>(b) is in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Department;</li><li>(c) has been independently developed or acquired by the Supplier;</li><li>(d) is contained in any clause, Item, Appendix, Schedule or detail contained in this Agreement;</li><li>(e) 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</li><li>(f) 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 (a) to (f) above is on the Supplier.</li></ol></li></ol>
<b>Delivery Period</b>	The term of which the contracted services are to be delivered within.
<b>Delivery Mode Identifier</b>	A code that uniquely identifies the type or mode of delivery for a Unit of Competency/Module. The Delivery Mode Identifier relates to the individual Participant enrolment not to the Unit of Competency/Module .

<b>DELTA</b>	Direct Entry Level Training Administration. DELTA is Queensland's database system that is used to register Training Contracts and store Queensland's Training Contract data for Apprenticeships and Traineeships in accordance with the <i>Vocational Education, Training and Employment Act 2000</i> .
<b>Employed</b>	Persons who work for pay, profit, commission or payment in kind in a job or business, or on a farm.
<b>Employer</b>	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
<b>Employment</b>	A person's work, occupation or business.
<b>Employment Service Provider</b>	Means an agency funded by the Commonwealth Government to provide various kinds of support and employment related services for people looking for work.
<b>Existing Worker</b>	Means a person defined as an "Existing Worker" in Item 8 of Appendix 2.
<b>Funds</b>	Means the amount of funding for the Supplier calculated in accordance with Appendix 5.
<b>Job Seeker</b>	Means a person defined as a "Job Seeker" in Item 8 of Appendix 2.
<b>Key Performance Indicators (KPIs)</b>	Means the performance indicators specified in Appendix 3, which lists the standards the Supplier must meet under this Agreement.
<b>Module</b>	A unit of education or training that can be completed on its own or as part of an accredited course. Modules may also result in the attainment of one or more Units of Competency.
<b>Off-the-Job Training</b>	Has the same meaning as in the relevant AVETMISS release.
<b>On-the-Job Training</b>	Has the same meaning as in the relevant AVETMISS release.
<b>Participant</b>	Is the collective term encompassing "Existing Worker/s" and / or "Job Seeker/s" as defined.
<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>Personnel</b>	Means the personnel engaged by the Supplier to perform all or part of its obligations under this Agreement, including, employees, officers, agents, Subcontractors and volunteers of the Supplier.
<b>Productivity Places Program</b>	Means the program with that name forming part of the Commonwealth Government's <i>Skilling Australia for the Future Initiative</i> .
<b>Program Specification</b>	Means the program specification set out in Appendix 2 of this Agreement.
<b>Project Coordination Responsibilities</b>	Means activities related to the administration, development, implementation, monitoring and evaluation of the program. This includes the overall management of the program, including the recruitment and selection of Participants; undertaking of program specific monitoring and assessment visits to workplaces; and the provision of specific resources to Participants.
<b>Public Statement</b>	Includes any statements to Participants, employers, the media, or external organisations or their representatives (excluding the Australian Council for Private Education and Training).
<b>Qualification</b>	Means the declared (pursuant to the <i>Vocational Education, Training and Employment Act 2000</i> as amended, replaced or superseded from time to time) qualification outcomes identified in Schedule A
<b>RCC</b>	Recognition of Current Competency. Has the same meaning as in the AVETMISS.

<b>Registered Training Organisation</b>	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
<b>RPL</b>	Recognition of Prior Learning. Has the same meaning as in the AQTF.
<b>Secondary School Students</b>	Means a student undertaking a course at the secondary level of study. Refer to DEEWR web site <a href="http://www.deewr.gov.au">www.deewr.gov.au</a> for further definition of secondary level of study.
<b>Services</b>	The Services described in Appendix 2 of this Agreement.
<b>Statement of Attainment</b>	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
<b>Subcontract</b>	Means any arrangement/agreement between the Supplier and a third party for the performance by the third party of some or all of the Supplier's obligations under this Agreement.
<b>Subcontractor</b>	Means any third party (including an Employer of a Participant) who as a result of an arrangement/agreement with the Supplier, performs some or all of the Supplier's obligations under this Agreement.
<b>Supplier</b>	Means the contracted party or applicant/s (i.e. the Registered Training Organisation and/or community based organisation or subcontracting organisation, or a combination of both if in a Subcontracting Arrangement under this Agreement).
<b>Term of Agreement</b>	The timeframe, which encompasses the Delivery Period and ninety (90) days for finalisation of AVETMISS reporting requirements against this Agreement.
<b>Total Agreement Value</b>	Means the maximum amount of Funds payable under the Agreement set out in Item 1 of Appendix 5.
<b>Trainee</b>	An employee being trained in a Traineeship under a Training Contract registered by the Training and Employment Recognition Council on DELTA and issued with a registration number.
<b>Traineeship</b>	Has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i> .
<b>Training</b>	Training refers to the acquisition of knowledge, skills, and competencies as a result of the teaching of vocational or practical skills and knowledge provided by the Supplier that relate to specific useful competencies.
<b>Unemployed</b>	Persons who are not employed, are available for work and are actively looking for full-time or part-time work.
<b>Unit of Competency</b>	The specification of knowledge and skill and the application of that knowledge and skill to the standard of performance expected in the workplace.
<b>Volunteer</b>	Means an individual volunteering by choice, without monetary reward, and for the benefit of the community. (Without monetary reward does not exclude the payment of out-of-pocket expenses, which are a reimbursement for actual costs incurred rather than a reward.)

## INTERPRETATIONS

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In this Agreement, unless the contrary intention appears:

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

## **Appendix 2 Program Specification**

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

The Term of this Agreement commences on «TERM\_START\_DATE» and remains in effect until «TERM\_END\_DATE» unless terminated earlier in accordance with the conditions of this Agreement.

The Delivery Period commences on «DELIVERY\_START\_DATE» and is to be completed by «DELIVERY\_END\_DATE», unless otherwise agreed to in writing by the Department.

### **Item 2 Program Owner**

The Department's Skills Queensland group is the part of the Department responsible for the collation and review of all relevant reports and the acquittal process for the Productivity Places Program.

### **Item 3 Objective of Program**

- (a) The objective of the Productivity Places Program aims to reduce skills shortages and increase productivity of industry and enterprises by providing funding to assist Existing Workers to gain qualifications and skills and Job Seekers to gain qualifications and skills and to gain employment.
- (b) To achieve this objective the Supplier will form partnerships with Employment Service Providers or other employment agencies, and employers or local industry networks.

### **Item 4 Services to be provided by the Supplier**

- (a) The Supplier will provide Training and Assessment for the Qualifications outlined in the Schedule A. Training and Assessment must be completed within the Delivery Period of this Agreement.
- (b) The Supplier will link with relevant industry, employers and Employment Service Providers when recruiting Participants, devising training plans and assisting people to transition to work.
- (c) The Supplier will deliver training and assessment services aligned to recognised Australian Qualifications Framework qualifications and that are consistent with the identified needs of each Participant.

### **Item 5 Location for the Provision of Services**

The Services are to be provided [enter delivery location].

### **Item 6 Delivery Mode Identifier**

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

### **Item 7 Client Group**

The Supplier may only use the Funds under this Agreement for Training and Assessment delivered to [select Job Seekers and /or Existing Workers].

## Item 8 Participant Eligibility

- (a) Subject to Item 8(c), an eligible “Job Seeker” under this Agreement is a person who is:
- i) an:
    - a. Australian citizen living in Queensland; or
    - b. permanent resident of Australia living in Queensland; or
    - c. humanitarian refugee living in Queensland;
- and
- ii) one of the following:
    - a. Registered with an Employment Service Provider (ESP); or
    - b. An income support recipient who is not currently required to meet activity test or participant requirements; or
    - c. A participant in the Community Development Employment Projects scheme; or
    - d. Not currently working and seeking or intending to seek paid employment or self employment after completing the qualification; or
    - e. A participant in the Commonwealth’s Access Program;
    - f. Not working but are participating in volunteering activities, or
    - g. A person aged 15-19 years working up to 15 hours per week.
- (b) Subject to Item 8(c), an eligible “Existing Worker” under this Agreement is a person who:
- i) is an:
    - a. Australian citizen living in Queensland; or
    - b. permanent resident of Australia living in Queensland; or
    - c. humanitarian refugee living in Queensland;
- and
- ii) in the previous week worked for one hour or more for pay, profit, commission, or payment in kind.
- This definition excludes:
- a. A person who may work for more than one hour per week but are particularly disadvantaged in the labour market. “Particularly disadvantaged” in this context means:
    - An income support recipient who is not currently required to meet activity tests or participation requirements; or
    - A participant in the *Community Development Employment Projects* scheme.
  - b. A person aged 15-19 years working up to 15 hours per week.
- (c) The following individuals are NOT eligible Job Seekers or Existing Workers for this Agreement:
- i) Apprentices and trainees as defined in the *Vocational Education, Training and Employment Act 2000*;
  - ii) Secondary school students;
  - iii) People living in the Cape York Region; and
  - iv) All others that do not meet participant eligibility in Item 8(a) and (b) Appendix 2.

## Item 9 Participant Numbers

The Department will provide funding for the target number of Participants as per the Schedule A.

## Item 10 Documentation and Record Keeping

Item	Duration
<p>1. Data recording eligibility of Participants as per Item 7 and Item 8 of Appendix 2.</p>	<p>Kept for the Term of this Agreement and for a period of 6 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.</p>
<p>2. In relation to each Participant:</p> <ul style="list-style-type: none"> <li>a) The assessor's completed marking guide/criteria/observation checklists for each Unit of Competency; or</li> <li>b) The completed paper-based assessment items for each Unit of Competency.</li> </ul>	<p>Kept for the Term of this Agreement and for a period of 6 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.</p>
<p>3. Documents, records, and all information necessary to substantiate, to the reasonable satisfaction of the Department, compliance with the terms and conditions of this Agreement, including:</p> <ul style="list-style-type: none"> <li>a) full and complete records establishing each Participant's engagement in the learning activity (including, commencement and progression) of each Unit of Competency enrolment; and</li> <li>b) any documents, records, and information specified by the Department from time to time.</li> <li>c) where the services relate to Project Coordination responsibilities, also full evidence (e.g. receipts, records and invoices) of expenditure of the Funds.</li> </ul>	<p>Kept for the Term of this Agreement and for a period of 6 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.</p>
<p>4. To meet additional Commonwealth requirements the following information must be retained with each Job Seeker's records:</p> <ul style="list-style-type: none"> <li>a) type of organisation Participant referred from (e.g. Employment Service Provider, Australian Apprenticeships Centre, Employer, Access Provider, Industry Skills Council, State Industry Engagement Body and self referred);</li> <li>b) type of income support (e.g. Apprenticeship Wage, Australian Apprenticeships Access Program, Community Development Employment Program, Job Seeker Allowance, No allowance being received); and</li> <li>c) Job Seeker identifier allocated by the Employment Service Provider where applicable.</li> </ul>	<p>Kept for the Term of this Agreement and for a period of 6 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.</p>

## Item 11 Subcontracting Arrangements

Not Applicable.

## Item 12 Special Conditions

- (a) The Supplier must charge and collect from the employer a leverage amount of «LEVERAGE\_PERCENTAGE» of the base qualification value/s listed below for each Existing Worker enrolled in the qualifications contracted:
  - i) [enter details].
- (b) No additional fees or charges can be imposed on the employer or the Participant other than the leverage amount specified in this item (Item 12).

SAMPLE

## Appendix 3 Key Performance Indicators

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

**Table 1 Key Performance Indicators**

<b>General:-</b>
<p><b>KPI 1 Enrolment</b> The target number of Participants from the identified client group enrolls in the specified Program.</p> <p><b>Method of Measuring Performance:</b> Evaluation of reports and data provided by the Supplier to the Department in accordance with Appendix 4 of this Agreement.</p> <p><b>Minimum Standard of Performance:</b> <b>90%</b> of the target number of Participants are recruited and enrolled in the specified Program.</p>
<p><b>KPI 2 Job Seeker Completion</b> The target number of Job Seekers successfully completes the Qualification they commence.</p> <p><b>Method of Measuring Performance:</b> Evaluation of reports and data provided by the Supplier to the Department in accordance with Appendix 4 of this Agreement.</p> <p><b>Minimum Standard of Performance:</b> <b>50%</b> of the target number of Job Seekers successfully completes the Qualification they commence.</p>
<p><b>KPI 3 Existing Worker Completion</b> The target number of Existing Workers successfully completes the Qualification they commence.</p> <p><b>Method of Measuring Performance:</b> Evaluation of reports and data provided by the Supplier to the Department in accordance with Appendix 4 of this Agreement.</p> <p><b>Minimum Standard of Performance:</b> <b>70%</b> of the target number of Existing Workers successfully completes the Qualification they commence.</p>
<p><b>KPI 4 Employment Outcome</b> The number of Job Seekers who have gained employment outcomes as a result of the specified Program.</p> <p><b>Method of Measuring Performance:</b> Evaluation of reports and data provided by the Supplier to the Department in accordance with Appendix 4 of this Agreement.</p> <p><b>Minimum Standard of Performance:</b> <b>50%</b> of the target number of Job Seekers successfully gains employment.</p>
<p><b>KPI 5 Data Error Rate</b> The Supplier will achieve a minimal to nil AVETMISS data rate of contract related errors with its submissions being accurate and true.</p> <p><b>Method of Measuring Performance:</b> Performance determined by the Department reviewing the accuracy of AVETMISS data reported by the Supplier. AVETMISS Data "Contract" Error Rate = Total rows of data in error ÷ Total rows of data.</p> <p><b>Minimum Standard of Performance:</b> Achievement of a benchmark of <b>5% error rate or less</b> of contract related errors will be accepted by the Department in the monthly reporting pursuant to clause 6.</p>

### Item 1 AVETMISS Reporting Requirements

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

**Table 1 Fund Source Code/s**

Client Group	Fund Source Code	Description
Job Seekers	PRJ	Productivity RTO Job Seekers
Existing Workers	PRW	Productivity RTO Existing Worker

### Item 2 Reports

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

**Table 2 Reports**

<p><b>(a) Progress Report/s</b></p>	<p>Using the format provided in Annexure 1, the Supplier must submit a completed Progress Report addressing the Key Performance Indicators (KPIs) outlined in Appendix 3 to the Department's contact in Appendix 6.</p> <p>The Supplier must submit a written Progress Report as outlined in Annexure 1 Report Format</p>	<p>First Progress Report to be submitted to the Department by <b>31 December 2009</b>.</p> <p>Thereafter, the next Progress Report must be submitted to the Department by <b>30 November 2010</b>.</p>
<p><b>(b) Final Report</b></p>	<p>Using the format provided in Annexure 1, the Supplier must submit a completed Final Report addressing the Key Performance Indicators outlined in Appendix 3 to the Department's contact in Appendix 6.</p> <p>The Supplier must submit reports as outlined in Annexure 1 Report Format</p>	<p>Final Report to be submitted to the Department <b>30 days after the Delivery Period completion date</b>.</p>

### Item 1 Funding

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

### Item 2 General Information for Entitlement to Funds

- (a) Irrespective of the timing of any payment, payment becomes due only when the Services to be provided by the Supplier specified in Appendix 2 have been satisfactorily provided and the Supplier's capacity to keep and maintain accurate and conforming records associated with this Agreement has been satisfactory.
- (b) Unless otherwise specified, the Department agrees to pay the Supplier within 10 business days after the end of each month. No payment will be made unless the reporting requirements in clause 6 (Reporting) have been complied with.
- (c) The Supplier will not be entitled to funds for the provision of services under this Agreement, where the Supplier has failed to:
  - i) provide reports under clause 6 (Reporting) within the given timeframes;
  - ii) rectify validation errors as generated on submission of AVETMISS data and displayed on the "Validation Report" (issued by the Department) as required under clause 6 (Reporting) of this Agreement;
  - iii) meet the Key Performance Indicators as set out in Appendix 3 to the reasonable satisfaction of the Department.

### Item 3 Calculation of Payable Value

#### Training and Assessment

#### Calculation by Hours

- (a) Where Training and Assessment are part of the Services, the Payable Value for each Unit of Competency delivered by the Supplier is calculated using the data provided in the reports and AVETMISS submissions lodged by the Supplier pursuant to clause 6 (Reporting) and Item 1 of Appendix 4.
- (b) The Unit of Competency value is calculated by multiplying the approved hours for the unit of competency (as published by the Department) by the Cost/Hour value as per the Schedule A.
- (c) The Payable Value is calculated by multiplying the Unit of Competency Value and the Payment Percentage, where –
  - i) the unit of competency value is calculated as set out in this Appendix, Item 3 (b);
  - ii) the payment percentage is set out in this Appendix, Item 3 (d).
- (d) Subject to the Agreement the payment percentage calculation is dependant upon the Supplier's selection and validation of outcome identifier codes as listed below:
  - i) 20 (Competency Achieved/Pass) – 100% of unit of competency value;
  - ii) 30 (Competency Not Achieved/Fail) – 100% of unit of competency value;
  - iii) 40 (Withdrawn) – payment will be made on actual hours delivered and reported;
  - iv) 51 (Recognition of Prior Learning – granted) – 100% of unit of competency value; and
  - v) 53 (Recognition of Current Competency – granted) – 100% of unit of competency value.

- (e) Unless otherwise agreed to in writing by the Department, the Supplier will not be paid for:
- i) any industry placement;
  - ii) any vocational placement;
  - iii) any work placement;
  - iv) any field placement components of a training product;
  - v) Recognition of prior learning where a Participant has gained a qualification entirely through the recognition of prior learning process;
  - vi) Unit of Competency identifier 60 (credit transfer);
  - vii) Unit of Competency identifiers 81 or 82 (non-assessable enrolment);
  - viii) Any additional costs associated with the provision of accredited training by the Supplier in excess of the nominal hours delivered or where customisation has occurred;
  - ix) services provided to a Participant where the Supplier has received funding or payment in relation to those services from any other source. (N.B. The leverage amount paid by an employer to the Supplier for an Existing Worker does not exclude the Supplier receiving funding from the Department under 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:

### 1. Department's Representative:

Position: Director, Skills Development  
Skills Queensland  
Department of Education and Training

Street Address: Level 6, Education House  
30 Mary Street  
BRISBANE QLD 4000

Postal Address: LMB 527  
Brisbane QLD 4001

Phone: 07 3247 5439

Fax: 07 3237 9783

### 2. Supplier's Representative:

Trading Name of Supplier: «TRADING\_NAME»

Legal Name of Supplier: «LEGAL\_NAME»

Contact person: «TITLE» «FIRST\_NAME» «LAST\_NAME»

Position: «POSITION»

Street Address: «ADDRESS1»  
«SUBURB» «STATE» «PCODE»

Postal Address: «PSTL\_ADDR1»  
«PSTL\_SUBURB» «PSTL\_STATE» «PSTLPCODE»

Phone: «PHONE»

Fax: «FAX»

Email: «EMAIL»

## Annexure 1 Report Format

### Reports (Progress Reports and Final Reports)

#### Project Details (to be included in every report submission)

Project Name	
Organisation	
Training Commencement Date	
Agreement Number	
Authorised Contact Person	
Authorised Contact Phone	

#### Format of Progress Report

Provide information about partnerships and linkages being formed with Employment Service Providers, community, industry and employers.

Statement about progress – Key Performance Indicator (KPI) 1 (See Appendix 3)

Statement about progress – Key Performance Indicator (KPI) 2 (See Appendix 3)

Statement about progress – Key Performance Indicator (KPI) 3 (See Appendix 3)

Statement about progress – Key Performance Indicator (KPI) 4 (See Appendix 3)

Statement about progress – Key Performance Indicator (KPI) 5 (See Appendix 3)

Provide any good news stories if available. For example: key employers, student outcomes. Also please attach copies of any media stories.

Provide an outline of any barriers that have been encountered and how they are being resolved.

#### Format of Final Report – Due 30 days after the Delivery Period Completion Date

Provide a final summary about the partnerships formed with Employment Service Providers, community, industry and employers.

Provide a final summary/statement for the full delivery term of the Agreement relating to KPI 1

Provide a final summary/statement for the full delivery term of the Agreement relating to KPI 2

Provide a final summary/statement for the full delivery term of the Agreement relating to KPI 3

Provide a final summary/statement for the full delivery term of the Agreement relating to KPI 4

Provide a final summary/statement for the full delivery term of the Agreement relating to KPI 5

Provide any good news stories if available. For example: key employers, student outcomes. Also please attach copies of any media stories.

Provide a summary of any further barriers that were encountered and how they were resolved.