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General		We've made the contract more readable by using personal pronouns. We've replaced 'the Training Provider' with 'you' and 'your' and 'the Department' with 'we' or 'our'. These edits don't change any contract requirements, so we haven't listed them individually in this Guide.
Background	DELETION 	The Literacy and Numeracy Support Implementation Guide is removed from the list of documents issued by the department in the Standard Contract, as Literacy and Numeracy Support can only be delivered by TAFE and Dual Sector University training providers from 2024.
Clause1 Definitions and Interpretation	NEW CLAUSE 	The following new definition is added to the Standard and Dual Sector Contracts to reference some new obligations in the contract to comply with the Victorian Government's Fair Jobs Code: Fair Jobs Code means the Fair Jobs Code issued by the State of Victoria available at www.buyingfor.vic.gov.au/fair-jobs-code
	NEW CLAUSE 	The following new definition is added to give flexibility for the deadline for the final student statistical report submission , as 15 January may not always fall on a convenient day: Final Data Submission Date means the date specified via the SVTS as the deadline for the final Student Statistical Report to be submitted for a data collection year. This typically falls on or around 15 January of the next calendar year.
	DELETION 	The definition 'Funded Skill Set List' is removed as skill sets are identified on the funded programs report, rather than being kept in a separate list. Funded Skill Set List means the list of programs that are identified as Skill Sets on the Funded Programs Report.
	DELETION 	The definition of Literacy and Numeracy Support is removed in the Standard Contract as it can only be delivered by TAFE and Dual Sector University training providers from 2024: Literacy and Numeracy Support Units means approved literacy and numeracy support units we designate in the Literacy and Numeracy Support Implementation Guide, which are used to address individual needs of vocational learners to facilitate completion of a program of training under the Skills First Program






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	<p>REWORDED</p> 	<p>The definition of Material Breach is amended to be clearer about the circumstances under which a breach of the contract would be considered a material breach. We have also updated the list of specific clauses deemed to be material breaches.</p> <p>Material Breach means any material breach by you of your obligations under this Contract, which (without limiting the circumstances in which a breach may be material in nature) is deemed to include the Training Provider failing to:</p> <p>a) breach by you (other than a trivial breach) of meet any of your obligations set out in:</p> <ul style="list-style-type: none"> i) Clause 4.8 (act ethically); ii) Clause 6.3-6.10 (subcontracting); ii) Clause 10.10 (integrity of records) iv) Clause 11.2 (audit participation); v) Clause 1.1 of Schedule 1 (student information and protection marketing and recruiting students); vi) Clause 3.1-3.3 of Schedule 1 (assessing and evidencing eligibility); vii) Clause 4.1-4.5 of Schedule 1 (Pre-Training Review and enrolment requirements); viii) Clause 5 of Schedule 1 (tuition and other fees); ix) Clause 6.14-6.20 of Schedule 1 (planning for training and assessment); ix) Clause 7 of Schedule 1 (training and assessment); x) Clause 9.1-9.2 of Schedule 1 (Evidence of Participation); or xi) Clause 10.3 of Schedule 1 (specific data elements); xii) Clause 10.8 of Schedule 1 (reporting withdrawals); xi) Clause 44.19 11.18 of Schedule 1 (claims for payment); or xiv) Paragraph 4 of Attachment 1 of Schedule 2 for Non-Victorian Training Providers delivering to a national enterprise (deliver training to at least 50 Victorian employees); or <p>b) other breach by you of any of your obligations under this Contract where that breach is serious or substantial in its impact on:</p> <ul style="list-style-type: none"> i) the benefit that we would otherwise have realised from this Contract; ii) provide training and assessment to Skills First Students consistently with, and in a manner that promotes the achievement of, the objectives in Clause 3.1 in relation to any of the Training Services (as required by including any breach of your obligations under Clause 4.13); or iii) any Skills First Students or prospective Skills First Students.
	<p>DELETION</p> 	<p>The definition of online training and assessment is removed, as specific requirements for online training and assessment are removed:</p> <p>Online Training and Assessment means delivery of supervised training and/or assessment via the internet. This does not include using the internet in a face-to-face classroom setting.</p>
	<p>NEW CLAUSE</p> 	<p>A new definition for Pre-Assessment Certificate is added to the Standard and Dual Sector Contracts to reflect the requirements of the Victorian Government's Fair Jobs Code:</p> <p>Pre-Assessment Certificate means a certificate issued to you under the Fair Jobs Code.</p>
	<p>DELETION</p> 	<p>The following definition is removed as it's self-explanatory and not needed as a defined term:</p> <p>Skills for Victoria Program means the program of that name.</p>




Section	Change from 2023 Contract	Details
	<p>REWORDED</p> 	<p>The definition of a skill set is updated to reflect that there is no separate skill set list, instead they're flagged on the funded programs report:</p> <p>Skill Set means a program that is identified as such on the Funded Skill Set List Programs Report and may include:</p> <ul style="list-style-type: none"> a) an accredited course with the title 'Course in...'; b) a nationally recognised skill set; c) single accredited subject; or d) a group of accredited subjects that we have approved
	<p>DELETION</p> 	<p>The following definition is removed as it's self-explanatory and not needed as a defined term:</p> <p>Victorian Training Guarantee Program means the program of that name.</p>
	<p>NEW CLAUSE</p> 	<p>New clause 1.1(i) is added to cover changes such as a change in department name:</p> <ul style="list-style-type: none"> i) a reference to a government minister, department or body, or role within a government department or body, includes any successor minister, department, body or role (or, where appropriate, any predecessor minister, department, body or role);
<p>Clause 4 General Obligations of Training Provider</p>	<p>REWORDED</p> 	<p>Clause 4.1 is reworded to clarify that we will contract with training providers who don't have a principal place of business in Victoria, but they must have a training delivery location in Victoria:</p> <p>You must:</p> <ul style="list-style-type: none"> a) maintain registration as a registered training organisation under the Act or the National Act; b) maintain a: <ul style="list-style-type: none"> i) principal place of business in the State of Victoria at which you are based, and from which you primarily administer your training; or ii) commercial property in the State of Victoria from which you deliver training; i) under the Act; ii) under the National Act and maintain a principal place of business with a physical site in Victoria, unless otherwise agreed in writing by the Department; or iii) under the National Act if Schedule 2 specifies that the Training Provider is a non-Victorian training provider delivering training to one or more national enterprises; b)c) maintain at least one nationally recognised program of training on its scope of registration as a registered training organisation; e)d) maintain and use AVETMISS compliant software for reporting purposes; and d)e) deliver training within the Funded Scope: <ul style="list-style-type: none"> i) in accordance with the requirements of the accredited course or Training Package, including with regard to program descriptions, pathways information, entry requirements and outcomes; ii) consistent with any applicable Victorian Purchasing Guides; and iii) in compliance with all applicable Regulatory Standards.
	<p>NEW OBLIGATION</p> 	<p>New clause 4.1(f) is added to the Standard and Dual Sector contracts to reflect the requirements of the Victorian Government's Fair Jobs Code:</p> <p>You must:</p> <ul style="list-style-type: none"> f) hold a valid Pre-Assessment Certificate and comply with the Fair Jobs Code, including having a Fair Jobs Code Plan if applicable to you.


Section	Change from 2023 Contract	Details
	NEW WORDING 	Clause 4.7 of the TAFE and Dual Sector contracts is updated to include the TAFE Network Statement of Priorities: You must comply with: a) any applicable directions, guidelines, policies or procedures that we or the State issue from time to time (including as set out in any Contract Notifications), whether or not expressly referred to in this Contract; and b) the Quality Charter, and c) the TAFE Network Statement of Priorities
	RESTRUCTURED 	Clause 4.8 is restructured to remove repetition, however the obligation has not changed.
	DELETION 	Clause 4.9(h) is updated to remove the requirement to participate in NCVER surveys, as It's students rather than training providers who participate: You must be accountable to us for your performance under this Contract at all times, including by: h) participating in: i) any performance improvement initiatives that we reasonably determine, including the introduction of performance targets to be met by you over a reasonable time period; and ii) the National Student Outcomes Survey managed by NCVER; and i) responding and co-operating with us in good faith in the resolution of student complaints made to us, or other issues raised with us, in relation to your delivery of the Training Services
Clause 7 Reporting and Information	REWORDED (CLARIFICATION) 	Clause 7.4 is reworded to clarify our right to object to a change in control or proposed change in control: If we receive a notification under Cause 7.3, or if we otherwise learn of you proposing to undergo or having undergone a Change in Control we may at our sole discretion give you notification via the SVTS that we either object or do not object to setting out whether or not we approve the proposed Change in Control or the Change in Control (as the case may be), and any such approval is at our sole discretion
	NEW WORDING 	Clause 7.6 is updated to include an additional example of a significant change you should notify us about. This is if you no longer have a principal place of business in Victoria: You must immediately notify us via the SVTS of any significant changes to your ownership, CEO or operations (including your financial viability, ceasing to maintain a principal place of business in the State of Victoria, and any intention or decision to cease operations as a registered training organisation in Victoria).
	NEW OBLIGATION 	New Clause 7.9 is added to the Standard new clause 7.8 to the Dual Sector contracts to reflect the requirements of the Victorian Government's Fair Jobs Code: You must promptly notify us via the SVTS if your Fair Jobs Code Pre-Assessment Certificate is revoked or lapses
Clause 10 Records	NEW OBLIGATION 	Clause 10.9 is updated with a new requirement to help protect students' personal information: You must have effective: a) security measures to safeguard Records from unauthorised access or use (including access to Personal Information or, amendment of Records inconsistent with Clause 10.10), for as long as those Records are required to be retained under this Contract; and b) processes to ensure that you promptly dispose of Records that include Personal Information when you are obliged to do so under the PDP Act (including that any requirement to keep them under this Contract, and under the Regulatory Standards or any other applicable Law, has ceased).





Section	Change from 2023 Contract	Details
	DELETION 	<p>Clause 10.12 is updated to remove the requirement for non-Victorian training providers to provide certain records as this information is collected at the time of offering a contract:</p> <p>In addition to your obligations under Clause 11 (Audit, Review and Investigation), upon our request, you must promptly provide us with copies of, or make available for inspection during Business Hours at a location in Victoria we specify:</p> <ul style="list-style-type: none"> e) evidence that you have received the fees from Skills First Students that you reported as having charged (via the SVTS), and supporting documentation including: <ul style="list-style-type: none"> ii) invoices or statements provided to the Skills First Student; and iii) bank generated transaction statements of your accounts the fees were paid into; and f) the information referred to in Clauses 4.4 and 4.5 in relation to Skills First Teachers; and g) each of the Agreements as defined in Attachment 1 to Schedule 2 (if applicable where the Training Provider is a non-Victorian training provider delivering training to one or more national enterprises).
Clause 12 Confidentiality and Privacy	REWORDED (ADMINISTRATIVE UPDATE) 	<p>Clause 12.2 includes a minor edit to reflect that we changed clause 4.9(h)(ii) because training providers don't participate in NCVER surveys themselves:</p> <p>We may disclose or otherwise make available (whether to the public generally or to any particular person or group of persons) any information relating to you and this Contract (including your Confidential Information), as we consider reasonably appropriate to facilitate the proper operation of the Skills First Program including:</p> <ul style="list-style-type: none"> a) program details; b) government-subsidised fee information; c) details of the Funds paid; d) the results of any surveys you participate in as required by Clause 4.9(h)(ii), NCVER surveys or the results of any student or employer surveys administered by, or on our behalf;
Clause 14 Notices and Representatives	CHANGE FROM 2024-25 DRAFT TO FINAL 	<p>Clause 14.2 includes updates our postal and email address:</p> <p>A Notice must be issued by being either:</p> <ul style="list-style-type: none"> a) hand delivered or sent by prepaid priority post (airmail if posted to or from a place outside Australia) to the recipient's address for Notices as follows: <ul style="list-style-type: none"> i) for Notices to us, the Executive Director, Training Market Services, 2 Treasury Place, East Melbourne, 3002, GPO Box 4509, Melbourne, VIC 3001, or as varied by any Notice given by us; ii) for Notices to you, the Head Office address listed in training.gov.au; or b) sent by email (with a read receipt requested) to: <ul style="list-style-type: none"> i) for Notices to us, training.market.services@djsir.vic.gov.au training.market.services@education.vic.gov.au ii) for Notices to you, the email address of your CEO listed in training.gov.au.
Clause 17 Termination Rights	REWORDED (CLARIFICATION) 	<p>Clause 17.4(g) is reworded to clarify our right to terminate a contract for a change in control that we object to:</p> <p>We may terminate this Contract immediately by issuing a Notice to you if;</p> <p>(g) we have notified you that we object to a proposed Change in Control or a Change in Control the Training Provider undergoes a Change in Control that has not been approved by the Department under Clause 7.4 and, in the case of a proposed Change in Control, you undergo (or have undergone) that Change in Control.</p>
Clause 19 Survival	NEW CLAUSE (ADMINISTRATIVE UPDATE) 	<p>New clause 19.2 is added as explanation of how payments operate after the end of the contract term:</p> <p>After the termination or expiry of the Term we will pay you any remaining Funds (subject to all of the payment conditions set out in this Contract and our rights and remedies under Clauses 8.9 and 8.10 and otherwise).</p>






Section	Change from 2023 Contract	Details
Clause 1 Student Information and Protection	DELETION 	<p>Clause 1.3 is updated to remove the requirement to publish online service standards on your website:</p> <p>You must publish in a prominent place on your website:</p> <ul style="list-style-type: none"> a) standard tuition fees for Skills First subsidised training for each program you deliver on the Funded Scope. This must be kept up to date and include the following caveat: ‘The student tuition fees as published are subject to change given individual circumstances at enrolment’; b) details of any other fees, including student services, amenities, goods or materials; c) a list of all providers of Brokering Services; d) where there is a subcontract arrangement for training and assessment, the identity of the subcontractor, and your role and the role of the subcontractor in the provision of training and assessment; and e) its online service standards in accordance with requirements prescribed by the Department; and f) e) your complaints and appeals process.
Clause 2 Skills First Eligibility	CHANGE FROM 2024-25 DRAFT TO FINAL 	<p>Clause 2.2(c) is amended to update the ‘physical presence’ eligibility requirement to allow students in specific postcodes near the border to do online or workplace-based training from within those postcodes, as well as crossing the border into Victoria for training.</p> <p>To be eligible for Skills First subsidised training, an individual must be:</p> <ul style="list-style-type: none"> a) an Australian citizen, a holder of a permanent visa or a New Zealand citizen (the ‘citizenship /permanent residence’ eligibility criterion); b) enrolling in and commencing training in a program provided by you between the Commencement Date and 31 December 2025 in clusive; and c) undertaking all training and assessment while physically present in: <ul style="list-style-type: none"> i) the State of Victoria; or at all times at which they are undertaking the training and assessment; ii) a border region with a postcode that is listed in Clause 1.3(b) of the Guidelines About Eligibility. <p>The only exception to this ‘physical presence’ requirement is where If a Skills First Student is temporarily located interstate or overseas for a defined period for a Practical Placement associated with their training, - During the period the Skills First Student is interstate or overseas they may receive online training and assessment during the period they are interstate or overseas, provided that such online training and assessment only accounts for up to 50% of the total Scheduled Hours.</p>
Clause 4 Pre-Training Review and Enrolment Requirements	REWORDED (ADMINISTRATIVE UPDATE) 	<p>Clause 4.3 is updated to refer to remove ‘Online Training and Assessment’ as a defined term. However, the content of the clause has not changed.</p>






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	<p>DELETION</p> 	<p>Clause 4.12 is updated to remove the requirement to tell students they might be invited to participate in a department project because this is only likely to apply to a very small number of students:</p> <p>You must advise prospective Skills First Students of the possibility of being contacted by NCVER or us including to request their participation in:</p> <ul style="list-style-type: none"> a) an NCVER survey; b) receiving an invitation to participate in a Department endorsed project; e) b) our annual student outcome survey; and/or e) c) our audit, review or investigation purposes.
<p>Clause 6 Planning for Training and Assessment</p>	<p>DELETION</p>  <p>NUMBERING CHANGE</p> 	<p>Previous clause 6.3 is removed because we've removed specific requirements for training and assessment delivered online. As a result, the remaining subclauses in clause 6 are re-numbered:</p> <p>Where a program is entirely or partly comprised of Online Training and Assessment, the Training and Assessment Strategy must reflect the unique requirements of that delivery mode, and must include:</p> <ul style="list-style-type: none"> a) the methodology for engagement between learners, teachers and support staff; b) learner progress monitoring arrangements and evidence-informed feedback models designed to strengthen learning outcomes; and e) the validation method for online assessment tools
	<p>DELETION</p> 	<p>Clause 6.11 is amended to remove the requirement to include the scheduled hours for each subject in non-Apprentice/Trainee training plans:</p> <p>You must include the following in the Training Plan for a non-Apprentice/Trainee Skills First Student:</p> <ul style="list-style-type: none"> a) your name and contact details; b) title and code of program; c) expected duration of the program; d) title and code for each subject to be completed as part of the program; e) Scheduled Hours for each subject; e) timeframe for each subject, including the start date and end date of each subject; f) delivery modes to be used for each subject; g) method(s) of assessment for each subject; h) persons responsible for the delivery and/or assessment of each subject (where this information is not available within the timeframe for first issuing a Training Plan, it must be made available as soon as is reasonably practicable); and i) record of RPL and credit transfer hours granted, as relevant.
<p>Clause 7 Training and Assessment</p>	<p>CHANGE FROM 2024-25 DRAFT TO FINAL</p> 	<p>Clause 7.3 is updated to remove the specific requirement about assessment in the workplace and include a more general requirement for assessment:</p> <p>Requirements for assessment in a workplace</p> <p>7.3 Where the Training Package or course curriculum requires that a subject be assessed in the workplace, you must visit the Skills First Student's workplace in person to carry out that assessment. You must conduct assessment in programs on the Funded Scope in compliance with Regulatory Standards and the assessment requirements of the relevant Training Package or accredited course.</p>




Section	Change from 2023 Contract	Details
Clause 9 Evidence of Participation	REWORDED (CLARIFICATION) 	<p>Clause 9.1 is amended for clarity:</p> <p>You must document Evidence of Participation at the subject level for all programs on the Funded Scope that are delivered to Skills First Students.</p>
	DELETION  NUMBERING CHANGE 	<p>Previous clauses 9.5 and 9.10 and 9.12 are removed as these are not relevant for the streamlined EOP requirements:</p> <p>9.5 — One point of Evidence of Participation is one of the items of evidence specified in Clause 9.8 of this Schedule 1.</p> <p>9.10 — If the Training Provider cannot obtain the employer’s confirmation of an Apprentice’s competency in the workplace (as required in the Guidelines About Apprenticeship/Traineeship Training Delivery) on, or soon after, the date when all supervised training and/or assessment ended for the subject and this results in there being no Evidence of Participation within the time required by Clause 9.6(b)(ii) of this Schedule 1:</p> <ul style="list-style-type: none"> i) the second point of Evidence of Participation must be no earlier than 30 days before (and no later than) the date when all supervised training and/or assessment ended; and ii) the Training Provider must retain a record within the Skills First Student’s file of the date when all supervised training and/or assessment ended. <p>9.12 — The Department may accept evidence of learning and/or engagement activity that occurs as part of a Skills First Student’s Practical Placement as Evidence of Participation. The Training Provider must provide sufficient information to show how the Practical Placement evidences learning and/or engagement in the relevant subject and must meet all other requirements of the relevant item of Evidence of Participation. Practical Placement agreements alone are not accepted as Evidence of Participation.</p> <p>As a result, the clauses from 9.5 are re-numbered.</p>

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	<p>NEW WORDING</p> 	<p>Clause 9.5 is updated to reflect amended Evidence of Participation requirements:</p> <p>The number of points items of Evidence of Participation that must be documented and maintained for each subject is as follows:</p> <table border="1" data-bbox="759 401 2902 1346"> <thead> <tr> <th data-bbox="759 401 1828 510">Time-Period If:</th> <th data-bbox="1828 401 2902 510">Evidence of Participation Requirement you must document and provide:</th> </tr> </thead> <tbody> <tr> <td data-bbox="759 510 1828 604">a) if the period between the Activity Start Date and Activity End Date (inclusive) of the subject is 30 days or fewer</td> <td data-bbox="1828 510 2902 604">one point of Evidence of Participation per subject must be provided</td> </tr> <tr> <td data-bbox="759 604 1828 1003">b) if the period between the Activity Start Date and Activity End Date for the subject is more than 30 days</td> <td data-bbox="1828 604 2902 1003">two points of Evidence of Participation per subject must be provided in compliance with the following conditions: i) one point item must be no later than 30 days after (and no earlier than) the reported Activity Start Date; ii) one point item must be evidence of assessment for the subject as specified in Clause 9.7(d) of this Schedule 1; no earlier than 30 days before (and no later than) the reported Activity End Date; and iii) the two points of Evidence of Participation must be two different items of evidence from the list specified in Clause 9.8 of this Schedule 1.</td> </tr> <tr> <td data-bbox="759 1003 1828 1115">c) the subject has an RPL outcome, regardless of the period between the Activity Start Date and Activity End Date</td> <td data-bbox="1828 1003 2902 1115">one item of Evidence of Participation which must be evidence of assessment for the subject, as specified in Clause 9.7(d) of this Schedule 1; or</td> </tr> <tr> <td data-bbox="759 1115 1828 1209">d) the subject has a withdrawn outcome, regardless of the period between the Activity Start Date and Activity End Date.</td> <td data-bbox="1828 1115 2902 1209">one item of Evidence of Participation; or</td> </tr> <tr> <td data-bbox="759 1209 1828 1346">e) [TAFE/Dual Sector contracts only] the subject is a Literacy and Numeracy Support Unit, regardless of the period between the Activity Start Date and Activity End Date</td> <td data-bbox="1828 1209 2902 1346">one item of Evidence of Participation.</td> </tr> </tbody> </table>	Time-Period If:	Evidence of Participation Requirement you must document and provide:	a) if the period between the Activity Start Date and Activity End Date (inclusive) of the subject is 30 days or fewer	one point of Evidence of Participation per subject must be provided	b) if the period between the Activity Start Date and Activity End Date for the subject is more than 30 days	two points of Evidence of Participation per subject must be provided in compliance with the following conditions: i) one point item must be no later than 30 days after (and no earlier than) the reported Activity Start Date; ii) one point item must be evidence of assessment for the subject as specified in Clause 9.7(d) of this Schedule 1; no earlier than 30 days before (and no later than) the reported Activity End Date; and iii) the two points of Evidence of Participation must be two different items of evidence from the list specified in Clause 9.8 of this Schedule 1.	c) the subject has an RPL outcome, regardless of the period between the Activity Start Date and Activity End Date	one item of Evidence of Participation which must be evidence of assessment for the subject, as specified in Clause 9.7(d) of this Schedule 1; or	d) the subject has a withdrawn outcome, regardless of the period between the Activity Start Date and Activity End Date.	one item of Evidence of Participation; or	e) [TAFE/Dual Sector contracts only] the subject is a Literacy and Numeracy Support Unit, regardless of the period between the Activity Start Date and Activity End Date	one item of Evidence of Participation.
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	<p>NEW WORDING</p> 	<p>Clause 9.7(d) is updated to reflect that the evidence of assessment EOP item must now show that a student completed the assessment requirements for a subject, and not just an interim assessment:</p> <table border="1" data-bbox="759 359 2902 863"> <tr> <td data-bbox="759 359 1834 863"> <p>d) Primary documentation that provides evidence of assessment for the subject</p> </td> <td data-bbox="1834 359 2902 863"> <p>The documentation must be in the form of a secure record that shows the student has completed the assessment requirements for a subject and indicates an actual result (or results in the case of a number of assessment tasks) consistent with the outcome of an assessment (for example 'satisfactory/not satisfactory' or 'competent/not yet competent' or a marked score).</p> <p>For example, documentation could include a completed learner assessment tool coversheet or a subject-level assessment summary (or similar) including when viewed in an online learning management system.</p> <p>The documentation must be endorsed at the subject level and signed by the Skills First Teacher who made the assessment, to confirm the accuracy of the information.</p> <p>For all RPL outcomes, only the primary assessment tool used for any skills recognition assessments will be accepted.</p> </td> </tr> </table>	<p>d) Primary documentation that provides evidence of assessment for the subject</p>	<p>The documentation must be in the form of a secure record that shows the student has completed the assessment requirements for a subject and indicates an actual result (or results in the case of a number of assessment tasks) consistent with the outcome of an assessment (for example 'satisfactory/not satisfactory' or 'competent/not yet competent' or a marked score).</p> <p>For example, documentation could include a completed learner assessment tool coversheet or a subject-level assessment summary (or similar) including when viewed in an online learning management system.</p> <p>The documentation must be endorsed at the subject level and signed by the Skills First Teacher who made the assessment, to confirm the accuracy of the information.</p> <p>For all RPL outcomes, only the primary assessment tool used for any skills recognition assessments will be accepted.</p>
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	<p>DELETION</p> 	<p>Sub-clauses 9.6(b) and (c) are deleted as part of streamlining the evidence of participation clauses:</p> <p>In undertaking an audit, review or investigation of Evidence of Participation, we:</p> <p>a) may use judgement when a single item of Evidence of Participation is provided to verify participation in more than one subject. ;</p> <p>b) may verify each enrolment for participation on its merits where a final assessment in the next data collection year is supplied to justify participation in a subject for a continuing enrolment in the current data collection year; and</p> <p>c) will not accept certificates you issue to an individual as Evidence of Participation at the subject level.</p>		
<p>Clause 10 Reporting Training Activity, Government-Subsidised Tuition Fees and Other Information</p>	<p>NEW WORDING</p> 	<p>Clause 10.2 is amended to use the new defined term of Final Data Submission Date:</p> <p>You must ensure that all required data is included and correct in the final Student Statistical Report for each calendar year into which the Term extends and that it is submitted to us via SVTS by no later than (whichever is the earlier date):</p> <p>a) 5pm on 15 January of the next calendar year the Final Data Submission Date; or</p> <p>b) one month after the expiry of the Term or termination of this Contract.</p>		
	<p>DELETION</p> 	<p>Previous clause 10.7 is deleted from the Standard contract, because Literacy and Numeracy Support Units can only be delivered by TAFE and Dual Sector training providers from 2024:</p> <p>Reporting of Literacy and Numeracy Support Units</p> <p>The Training Provider must report Literacy and Numeracy Support Units using the LNSUPPORT program code and in accordance with the requirements set out in the Literacy and Numeracy Support Implementation Guide.</p>		

Section	Change from 2023 Contract	Details
	REWODED (ADMINISTRATIVE UPDATE) 	<p>Clause 10.7 is amended to use the new defined term of Final Data Submission Date:</p> <p>You must report a Skills First Student's withdrawal from a program or subject in accordance with the requirements in the Victorian VET Student Statistical Collection Guidelines, by the earlier of:</p> <ol style="list-style-type: none"> two months after the date of withdrawal; or the fFinal dData sSubmission dDate. for the data collection year.
Clause 11 Determining and Paying Funds	CHANGE FROM 2024-25 DRAFT TO FINAL 	<p>Clause 11.1(b) of the TAFE/Dual Sector Contracts is updated to reflect a new loading for training activity between 1 January 2024 and 31 December 2024:</p> <p>Subject to the conditions and limitations set out in this Contract, we will pay you Contact Hour Funds by:</p> <ol style="list-style-type: none"> multiplying the number of Scheduled Hours of training and assessment that you report under this Schedule 1 as delivered, or to be delivered, to a Skills First Student; with the sum of: <ol style="list-style-type: none"> the applicable hourly rate per Scheduled Hour as identified in Clause 11.2 of this Schedule 1; and for training activity between 1 January 2024 and 31 December 2024, an amount equal to 10% of the relevant rate specified in either the 'Subsidy' or 'RPL Subsidy' field of the Funded Programs Report
	REWODED (ADMINISTRATIVE UPDATE) 	<p>Clause 11.2(d) is updated to refer to 'online training and assessment' in lower case, as this is no longer a defined term. However the content of the clause has not changed.</p>
	CHANGE FROM 2024-25 DRAFT TO FINAL 	<p>Clauses 11.2(d) and 11.3 of the TAFE/Dual Sector Contracts are updated to reflect an increase in the regional loading for TAFE and Dual Sector Universities:</p> <p>11.2(d) Regional loading – where a subject is delivered to a Skills First Student in a delivery location reported with a regional postcode (as determined by the Department), the 'Subsidy' or 'RPL subsidy' will be increased by 4025%.</p> <p>11.3 If more than one of the loadings in Clause 11.2 of this Schedule 1 applies, the loadings will be applied cumulatively. For example, if the conditions for both the Indigenous Loading and the Regional Loading are met, the hourly rate would be increased by 50%, and then that increased rate would be increased by a further 4025%.</p>
	DELETION 	<p>Clauses 11.5 and 11.7 include a minor edit to remove repetition of information contained in other clauses in this section:</p> <p>11.5 We will pay you a Fee Concession Contribution (subject to the Training Provider being eligible for the payment of Contact Hour Funds for the Skills First Student) where you have:</p> <ol style="list-style-type: none"> granted a Fee Concession to a Skills First Student in accordance with the Guidelines About Fees; and reported that Fee Concession in accordance with the Victorian VET Student Statistical Collection Guidelines. <p>11.7 We will pay you a Fee Waiver Contribution (subject to the Training Provider being eligible for the payment of Contact Hour Funds for the Skills First Student) where you have:</p> <ol style="list-style-type: none"> granted a Fee Waiver to a Skills First Student in accordance with the Guidelines About Fees; and reported that Fee Waiver in accordance with the Victorian VET Student Statistical Collection Guidelines.

Section	Change from 2023 Contract	Details
	RESTRUCTURED 	Clause 11.8 of the TAFE and Dual Sector Contracts is slightly restructured for readability however the content has not changed.
	CHANGE FROM 2024-25 DRAFT TO FINAL 	Clause 11.8(a) of the TAFE and Dual Sector Contracts is updated to reflect an increase in the regional loading for the Free TAFE fee waiver contribution: We will: a) calculate the Fee Waiver Contribution for Fee Waivers granted in accordance with Clause 16 of this Schedule 1 (Free TAFE for Priority Courses initiative) by: i) multiplying the applicable 'Free TAFE Contribution per Hour' (fixed value) for the program (as identified on the 'Free TAFE Fee Waiver Reimbursement Schedule'); with ii) the number of Scheduled Hours for which you are entitled to be paid the Contact Hour Funds for the Skills First Student, and adding a Free TAFE Fee Waiver regional loading of 40 25% where a subject is delivered to a Skills First Student in a delivery location reported with a regional postcode (as determined by us).
	REWORDED (ADMINISTRATIVE UPDATE) 	Clauses 11.15 and 11.16 include minor edits to use the new defined term 'Final Data Submission Date': 11.15 We may recover any Funds paid for any relevant subject where no valid final 'Outcome identifier – National' is reported after the Activity End Date, by the earlier of: a) 90 days after the Activity End Date; or b) the Final Data Submission Date for the data collection year. 11.16 Where Funds are recovered under Clause 11.15 of this Schedule 1, if a valid final 'Outcome identifier – National' is subsequently reported for that subject by the Final Data Submission Date for the data collection year , then we will pay you Funds to which you are entitled. We are not liable to pay any Funds for a subject under these circumstances after the Final Data Submission Date for the data collection year .
	RESTRUCTURED 	Clauses 11.18 and 11.19 are restructured (to become new 11.18) for clarity and to remove repetition of information contained in other clauses of the contract: 11.18 You must ensure Student Statistical Reports reflect actual training activity that is supported by Evidence of Participation. At a minimum, each monthly submission of Student Statistical Reports must include full details for all reportable training activity already delivered within the data collection year. For example, Activity Start Dates and Activity End Dates must match the actual period of time in which training activity occurred (or, where applicable, is reasonably expected to occur). 11.19 The Training Provider and must not make a claim for payment for training activity that has not occurred at the time the claim is made, including (or is not reasonably expected to occur) within the reported Activity Start Date and Activity End Date. For example, you must not report: a) reporting that a subject has commenced, as indicated by the an Activity Start Date for a subject that is before prior to its actual commencement so that you are paid in advance receives a full or partial payment for the subject prior to its commencing; and/or b) reporting that a subject has been completed, as indicated by the an Activity End Date for a subject that is before its has actually been completed completion so that you are paid in full for the subject before it has been completed completion.
Clause 15 Youth Access Initiative	DELETION 	Clause 15.7 is removed as it is specified in clause 11.7 that we will pay a Fee Waiver Contribution for all fee waivers.: Payment To avoid doubt, you will receive a Fee Waiver Contribution as a result of granting a Fee Waiver to a Skills First Student under the Youth Access Initiative.

Section	Change from 2023 Contract	Details
<p>Clause 16 Free TAFE for Priority Courses</p>	<p>RESTRUCTURED  REWORDED (CLARIFICATION) </p>	<p>Clauses 16.1-16.8 of the TAFE and Dual Sector contracts is restructured and re-worded for clarity and readability:</p> <ul style="list-style-type: none"> The term Free TAFE priority course is now used throughout clause 16 as an abbreviation for referring to an AQF qualification that is on the Free TAFE for Priority Courses list. The phrase 'one Free TAFE Fee Waiver in a lifetime' is now used in clause 16 for clarity and readability New sub-heading Fee Waiver entitlement is added. Clause 16.2 includes new wording: To avoid doubt, Free TAFE short courses do not count towards the 'one Free TAFE Fee Waiver in a lifetime' limit. Previous clause 16.6 becomes clause 16.3. Previous clause 16.7 becomes cause 16.4. New sub-heading 'Confirm entitlement prior to granting a Fee Waiver' is added. Previous clause 16.4 becomes clause 16.5. Previous clause 16.5 becomes clause 16.6. New sub-heading Exceptions to 'one Free TAFE Fee Waiver' in a lifetime limit is added. Previous clause 16.3(a) becomes clause 16.7 and is reworded for clarity: the only previous If the individual received a Free TAFE Fee Waiver they received was for a commencement under the JobTrainer initiative, or this does not count towards their 'one Free TAFE Fee Waiver in a lifetime' limit. Previous clause 16.3(b) becomes clause 16.8 and is re-worded for clarity: they previously An individual who completes a program (whether government subsidised, including under Free TAFE, or fee for service) that is part of a Free TAFE priority course pathway that is identified on the Funded Programs Report as a Free TAFE pathway may receive an additional Fee Waiver for another and are commencing another Free TAFE program in the same pathway. This applies whether the program they completed was government-subsidised or fee for service. To avoid doubt, an the individual who has accessed an additional Free TAFE Fee Waiver for a program in a pathway must complete that program before accessing a Fee Waiver for another may receive an additional Fee Waiver for multiple programs in the same pathway, but they must complete each program before receiving each additional Fee Waiver. Previous clause 16.8 is removed to reduce repetition in the contract: <p>Determination and Payment of Funds</p> <p>We will pay you the Fee Waiver Contribution for a Skills First Student to whom a Fee Waiver is granted under this Clause 16 monthly in arrears on the basis of Student Statistical Reports you submit in accordance with this Contract, using the methodology described in Clause 11.8(a) of this Schedule 1</p>
	<p>NEW CLAUSE </p>	<p>New clause 16.9 of the TAFE and Dual Sector Contracts is added to describe the new additional Fee Waiver for the Certificate IV in Training and Assessment:</p> <p>An individual who completes any other Free TAFE Priority course may receive an additional Fee Waiver to do the Certificate IV in Training and Assessment. This applies whether the Free TAFE priority course they completed was government-subsidised or fee for service.</p>