

**INDICATIVE TERMS AND CONDITIONS FOR THE WORKREADY
ACCREDITED TRAINING SERVICE AGREEMENT
(ATSA)**

NOTE:

Where the term “Minister” is used it refers to the Minister for Industry and Skills. Where the term “Service Provider” is used it refers to a service provider which has executed a WorkReady ATSA with the Minister.

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SCHEDULE 1	SERVICE AGREEMENT PARTICULARS
SCHEDULE 2	ELIGIBILITY AND ENTITLEMENT CRITERIA
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ACCREDITED TRAINING SERVICE AGREEMENT

BACKGROUND:

- A. WorkReady is a program of the South Australian Government that is administered by the Minister and which supports a range of training, employment and skills initiatives.
- B. This Service Agreement, together with the Head Agreement, contains the terms and conditions on which the Minister will fund the Service Provider to provide Accredited Training.

PART A - GENERAL

1. DEFINITIONS

- 1.1 **Accountable Officer** means the designated staff member of the Service Provider for the purposes of clause 36 and who at the Service Agreement Commencement Date is the person specified in Schedule 1;
- 1.2 **Accredited Training** means all training and assessment services relating to any qualification, Training Package, Course, Foundation Skills Course, Bridging Unit or Unit of Competency for a Participant;
- 1.3 **Australian Core Skills Framework** means the framework published by the Commonwealth Department of Education and Training or its successor which assists both specialist and non-specialist English language, literacy and numeracy practitioners to describe an individual's performance in the five core skills of learning, reading, writing, oral communication and numeracy;
- 1.4 **Australian Qualifications Framework** means the framework for regulated qualifications in the Australian education and training system, as agreed by the Commonwealth, State and Territory ministerial council with responsibility for higher education;
- 1.5 **AVETMISS** means the national standard for the collection, analysis and reporting of vocational education and training statistical information;
- 1.6 **AVETMISS Result Code** means a result code prescribed by AVETMISS;
- 1.7 **Bridging Unit** means a Unit of Competency which is not part of a Full Qualification in which the Participant is enrolled and which is required to assist the Participant to successfully complete that Full Qualification;

- 1.8 **Chief Executive** means the chief executive officer (or equivalent) of the Service Provider;
- 1.9 **Completion of Training Date:**
- 1.9.1 for the Courses in Schedule 3 means the date specified in that Schedule, being the date by which the Service Provider must have completed the delivery of Accredited Training to any Participants enrolled in any Courses listed in that Schedule;
- 1.9.2 for the Courses in Schedule 4 means the date specified in that Schedule, being the date by which the Service Provider must have completed the delivery of Accredited Training to any Participants enrolled in any Courses listed in that Schedule;
- 1.9.3 for the Courses in Schedule 5 means the date specified in that Schedule, being the date by which the Service Provider must have completed the delivery of Accredited Training to any Participants enrolled in any Courses listed in that Schedule.
- 1.10 **Completion Payment** means a payment made by the Minister to the Service Provider pursuant to item 8.8 of Schedule 1;
- 1.11 **Confidential Information** means information which is by its nature confidential or is identified as confidential, but does not include the Head Agreement or this Service Agreement;
- 1.12 **Course** means a Full Qualification, Skill Set or Skill Cluster;
- 1.13 **Course Condition** means any condition on a Course imposed by the Minister with which the Service Provider must comply;
- 1.14 **Credit Transfer** means training credit for a Unit of Competency previously completed by a Participant;
- 1.15 **Eligibility Criteria:**
- 1.15.1 for the Courses in Schedule 3 means the Eligibility Criteria set out in Schedule 2;
- 1.15.2 for the Courses in Schedule 4 means the Eligibility Criteria set out in Schedule 2 unless specified otherwise in Schedule 4;
- 1.15.3 for the Courses in Schedule 5 means the Eligibility Criteria set out in Schedule 2 unless specified otherwise in Schedule 5;
- 1.16 **Employment Project** means an employment project delivered pursuant to the terms of an Employment Projects Service Agreement;
- 1.17 **Employment Projects Service Agreement** or **EPSA** means an agreement entered into between the Minister and a WorkReady Service Provider for the delivery of Employment Projects;
- 1.18 **Employment Services Provider** means an entity that has been appointed by the Commonwealth Government to assist Jobseekers (as defined in Schedule 2) to find employment or such other entity determined by the Minister from time to time;
- 1.19 **Employment Services Provider Referral Form** means a document in the form prescribed by the Minister which is used to facilitate the referral of a Jobseeker (as defined in Schedule 2) by an Employment Services Provider to the Service Provider;
- 1.20 **Enrolment** means the creation of a Training Account by the Service Provider for a Participant following agreement between that Participant and a Service Provider for the delivery of a Course to the Participant;

1.21 Enrolment End Date:

- 1.21.1 for the Courses in Schedule 3 means the date specified in that Schedule, being the date from which the Service Provider cannot enrol any Participants in any Courses listed in that Schedule;
- 1.21.2 for the Courses in Schedule 4 means the date specified in that Schedule, being the date from which the Service Provider cannot enrol any Participants in any Courses listed in that Schedule;
- 1.21.3 for the Courses in Schedule 5 means the date specified in that Schedule, being the date from which the Service Provider cannot enrol any Participants in any Courses listed in that Schedule;

1.22 Entitlement Criteria:

- 1.22.1 for the Courses in Schedule 3 means the Entitlement Criteria set out in Schedule 2;
- 1.22.2 for the Courses in Schedule 4 means the Entitlement Criteria set out in Schedule 2 unless specified otherwise in Schedule 4;
- 1.22.3 for the Courses in Schedule 5 means the Entitlement Criteria set out in Schedule 2 unless specified otherwise in Schedule 5;

1.23 Equivalent Full Qualification means a Full Qualification described in the National Register as being equivalent to the Full Qualification in which the Prospective Participant seeks to enrol or has enrolled;

1.24 Equivalent Unit of Competency means a Unit of Competency described in the National Register as being equivalent to a Unit of Competency in the Course in which the Prospective Participant seeks to enrol or in which the Participant is or has been enrolled;

1.25 Foundation Skills Course means a Full Qualification which is identified as a Foundation Skills Course in Directions published by the Minister from time to time;

1.26 Full Qualification means an education and training program the completion of which results in a qualification recognised under the Australian Qualifications Framework and which is listed on the National Register and which is identified as a full qualification in Schedule 3, 4 or 5;

1.27 Head Agreement means the WorkReady head agreement executed by the parties to this Service Agreement;

1.28 Incidental Fee means a fee charged by the Service Provider to a Participant in accordance with clause 32.3;

1.29 Information Privacy Principles means the Cabinet Administrative Instruction No 1 of 1989 (as amended and reissued from time to time), which can be found at <http://dpc.sa.gov.au/> or such other website notified by the Minister;

1.30 Jobseeker has the meaning provided in Schedule 2, except in relation to Schedule 4 or 5 where an alternative definition is provided and in which case that alternative definition will apply to the term jobseeker for the purposes of that Schedule only;

1.31 Jobs First STL Round of Funding is superseded by **Qualification Quotas allocation** which has the meaning provided in clause 21.1;

1.32 Learning and Support Plan means a document in the form prescribed by the Minister which is to be used by the Service Provider to record the findings of the Upfront Assessment of Need and the strategies it has identified to support the Prospective Participant;

- 1.33 **Minimum Level** means the Australian Core Skills Framework level required to be held by a Participant for Enrolment in a Full Qualification as specified by the Minister in Directions;
- 1.34 **National Register** has the meaning provided in the *National Vocational Education and Training Regulator Act 2011* (Cth);
- 1.35 **No New Enrolments Date** is a Course Condition applied to a Course listed in Schedule 3, 4 or 5, being the date from which the Service Provider cannot enrol any Participants in that Course;
- 1.36 **Participant Agreement** means a document in the form prescribed by the Minister from time to time which includes, but is not limited to, the provision of consent by the Prospective Participant to the collection, use and disclosure of his or her Personal Information;
- 1.37 **Participant Course Fee** means the fee that is charged by the Service Provider to a Participant for the provision of all Accredited Training (including assessment for Recognition of Prior Learning) necessary to complete a Course, but excluding Incidental Fees;
- 1.38 **Participant Number** means the unique identifier assigned by the Minister to a Participant for WorkReady;
- 1.39 **Personal Information** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- 1.40 **Prospective Participant** means a person who has expressed an interest in undertaking a Course with the Service Provider but who has not yet enrolled in that Course;
- 1.40a **Qualification Quotas allocation** succeeds **Jobs First STL Round of Funding** and has the meaning provided in clause 21.1
- 1.41 **Recognition of Prior Learning** means an assessment process that involves assessment of a Participant or Prospective Participant's relevant prior learning (including formal, informal and non-formal learning) to determine the outcomes of the Participant or Prospective Participant's application for Course credit;
- 1.42 **Registered Training Organisation** or **RTO** has the meaning provided in the *National Vocational Education and Training Regulator Act 2011* (Cth);
- 1.43 **Registering Body** means the Australian Skills Quality Authority or such other body authorised under legislation for registering training organisations in the vocational education and training sector;
- 1.44 **Schedule 4** means a schedule 4 to this Service Agreement provided by the Minister to the Service Provider pursuant to clause 17.2 (which will be numbered in sequence as schedule 4A, schedule 4B, schedule 4C etc or such other sequential numbering as determined by the Minister);
- 1.45 **Schedule 5** means a schedule 5 to this Service Agreement provided by the Minister to the Service Provider pursuant to clause 23.2 (which will be numbered in sequence as schedule 5A, schedule 5B, schedule 5C etc or such other sequential numbering as determined by the Minister);
- 1.46 **Service Agreement Commencement Date** means the date specified in Schedule 1;
- 1.47 **Service Agreement Event of Default** has the meaning provided in clause 42;
- 1.48 **Service Agreement Expiry Date** means the date specified in Schedule 1;
- 1.49 **Skill Cluster** means a single unit of competency or a combination of Units of Competency which support the acquisition of vocational competencies connected to

an identified employment outcome and which are identified as a skill cluster in Schedule 3, 4 or 5;

- 1.50 **Skills and Employment Portal** means the information technology system used by the Minister and which the Service Provider may access through the Website and includes any other information technology system prescribed by the Minister;
- 1.51 **Skill Set** means a group of Units of Competency nationally endorsed within a Training Package and identified in Schedule 3, 4 or 5;
- 1.52 **Skills for All Contract** means the Skills for All Contract previously entered into by the parties to this Service Agreement as specified in Schedule 1 (if any);
- 1.53 **Standards** means the standards made pursuant to section 185(1) of the *National Vocational Education and Training Regulator Act 2011* (Cth);
- 1.54 **STELA** means the Student Training Enrolment Logistics Application (or a successor application determined by the Minister) which is an online application prescribed by the Minister for reporting on AVETMISS requirements and the other data reporting obligations under the Head Agreement and this Service Agreement;
- 1.55 **Subsidy** means the amount paid or payable to the Service Provider under this Service Agreement for delivery of Accredited Training and includes, but is not limited to, Completion Payments;
- 1.56 **Superseded Course** means a Full Qualification that is declared to be superseded on the National Register;
- 1.57 **Term** of this Service Agreement means the period commencing on the Service Agreement Commencement Date and expiring on the Service Agreement Expiry Date, unless terminated earlier;
- 1.58 **Termination Date** means the date of termination of this Service Agreement determined in accordance with clause 42.2.4 of this Service Agreement, the Head Agreement or otherwise at law;
- 1.59 **Training Account** means the account established in the Skills and Employment Portal by the Service Provider for each Course in accordance with Directions published by the Minister from time to time;
- 1.60 **Training Commencement Date:**
 - 1.60.1 for the Courses in Schedule 3 means the date identified in that Schedule, being the date on which the Service Provider may commence delivery of Accredited Training for the Courses listed in that Schedule;
 - 1.60.2 for the Courses in Schedule 4 means the date identified in that Schedule, being the date on which the Service Provider may commence delivery of Accredited Training for the Courses listed in that Schedule;
 - 1.60.3 for the Courses in Schedule 5 means the date identified in that Schedule, being the date on which the Service Provider may commence delivery of Accredited Training for the Courses listed in that Schedule;
- 1.61 **Training Package** means a group of qualifications endorsed by the Australian Industry and Skills Committee or its delegate in accordance with the standards for training packages;
- 1.62 **Unexpended Subsidy** means any part of the Subsidy which has been paid by the Minister and has not been expended at the Service Agreement Expiry Date or any earlier date of termination of this Service Agreement;
- 1.63 **Unit of Competency** means a unit of competency within an endorsed Training Package or a Course listed on the National Register;
- 1.64 **Upfront Assessment of Need** means an assessment conducted by the Service Provider pursuant to clause 26.1;

- 1.65 **Youth Officer** means the person specified in Schedule 1 (or such other person as varied from time to time by notice to the Minister) who meets the requirements set out in the Directions and who the Service Provider appoints for the purpose of ensuring the Service Provider meets the educational, health and welfare needs of its Participants who are under 18 years of age or enrolled in school, or both, including (but not limited to) by:
- 1.65.1 providing (as needed) learning support and counselling;
- and, where applicable:
- 1.65.2 ensuring disciplinary matters are handled appropriately and in accordance with applicable laws; and
 - 1.65.3 ensuring there is timely exchange of information on attendance and results between the Service Provider and each Participant's school;
- 1.66 Terms defined in the Head Agreement have the same meaning in this Service Agreement unless otherwise specified.

2. **INTERPRETATION**

- 2.1 In this Service Agreement, unless a contrary intention is evident, a reference to a "clause" or "Schedule" in this Service Agreement is a reference to a clause or Schedule of this Service Agreement.
- 2.2 The terms and conditions of this Service Agreement between the Minister and the Service Provider are set out in:
- 2.2.1 the Head Agreement;
 - 2.2.2 this Service Agreement (excluding the Schedules attached to it); and
 - 2.2.3 the Schedules to this Service Agreement;
- and in resolving inconsistencies, will have priority in that order unless expressly stated otherwise in the Head Agreement or this Service Agreement.
- 2.3 The parties acknowledge and agree that the background is true and correct and that the background forms part of this Service Agreement.

3. **OPERATION OF THE HEAD AGREEMENT**

- 3.1 This Service Agreement is executed pursuant to the terms of, and is a "Service Agreement" for the purpose of, the Head Agreement.
- 3.2 The terms of the Head Agreement apply to this Service Agreement.
- 3.3 The Subsidised Activity which the Service Provider is delivering pursuant to this Service Agreement is Accredited Training.

4. **TERM**

This Service Agreement will start on the Service Agreement Commencement Date and end on the Service Agreement Expiry Date, unless terminated earlier in accordance with this Service Agreement.

5. **REVOCATION OF THE SKILLS FOR ALL CONTRACT**

- 5.1 The parties acknowledge and agree that on the Service Agreement Commencement Date the Skills for All Contract (if any) is revoked and is replaced by this Service Agreement.
- 5.2 The Service Provider must continue to deliver training to any person enrolled under the Skills for All Contract who has not completed his or her training by the Service Agreement Commencement Date, unless and until the earlier of:
- 5.2.1 the person completes the Course; or
 - 5.2.2 the person withdraws from the Course; or
 - 5.2.3 the Completion of Training Date specified in Schedule 3 occurs.
- That training must be delivered in accordance with the terms of this Service Agreement.
- 5.3 Any training being delivered which was deemed to be “Training Services” under the Skills for All Contract will, from the date of execution of this Service Agreement, be “Accredited Training” pursuant to and for the purposes of this Service Agreement.

6. **NON EXCLUSIVITY**

- 6.1 The Service Provider acknowledges that this Service Agreement is entered into on a non-exclusive basis. The Minister may also enter into agreements with other service providers to fund Accredited Training or similar services.

PART B – DELIVERY OF ACCREDITED TRAINING - GENERAL

7. **COURSE DELIVERY BY THE SERVICE PROVIDER**

- 7.1 Subject to clause 7.2, the Service Provider may only deliver those Courses listed in Schedules 3, 4 or 5 under this Service Agreement.
- 7.2 The Service Provider must not deliver a Full Qualification listed in Schedule 4 or 5 under this Service Agreement unless that Full Qualification is also listed in Schedule 3.
- 7.3 The Service Provider must not enrol any Participants into a Course after the Enrolment End Date for that Schedule.
- 7.4 The Service Provider must have completed the delivery of Accredited Training to all Participants enrolled in the Courses listed in Schedules 3, 4 or 5 of this Service Agreement before the Completion of Training Date in the relevant Schedule.
- 7.5 Where the Service Provider operates more than one Registered Training Organisation, all Accredited Training under this Service Agreement must be delivered by the Registered Training Organisation registered under the RTO Code set out in Schedule 1.
- 7.6 Before any Enrolment End Date or Completion of Training Date listed in Schedule 3, 4 or 5, the Service Provider may apply in writing to the Minister for an extension of that date. The Service Provider acknowledges that the decision to grant or refuse the requested extension is at the Minister’s sole discretion.

8. **ADDING OR REMOVING A COURSE TO SCHEDULE 3**

- 8.1 The Minister may publish information from time to time regarding Courses that the Service Provider may apply to the Minister to add to Schedule 3.
- 8.2 The Service Provider may apply to the Minister to add a Course to Schedule 3 where that Course has been published by the Minister pursuant to clause 8.1.
- 8.3 The Service Provider may apply to the Minister to remove a Course from Schedule 3 if:
 - 8.3.1 all Participants enrolled in the Course have been granted the qualification, withdrawn from the Course or have otherwise ceased undertaking the Course; and
 - 8.3.2 the Service Provider has closed the Training Accounts for all of the Participants who were enrolled in the Course.
- 8.4 Any application made pursuant to clause 8.2 or 8.3 must be in accordance with the process published by the Minister in the Directions from time to time.
- 8.5 The Minister will consider and determine an application made pursuant to clause 8.2 or 8.3 and may grant or refuse an application in its sole discretion.
- 8.6 In making a decision to add or remove a Course from Schedule 3 the Minister may impose such conditions on the Service Provider as the Minister considers necessary and the Service Provider must comply with those conditions.
- 8.7 Where Schedule 3 includes a Course which has been designated by the Minister as a Superseded Course and the Service Provider wishes to deliver a replacement Course, the Service Provider must apply to the Minister to add the replacement Course to Schedule 3 in accordance with this clause.
- 8.8 The Service Provider acknowledges and agrees that it will continue to comply with all of its obligations under the Head Agreement and this Service Agreement relating to the Course during the application process and following the removal of the Course from Schedule 3.
- 8.9 This clause 8 does not apply to Courses listed in Schedules 4 and 5.

9. **ADDING OR REMOVING A COURSE TO SCHEDULE 4 OR 5**

The Minister may from time to time and at its absolute discretion add a Course to or remove a Course from Schedule 4 or 5.

10. **COURSE CONDITIONS**

- 10.1 The Minister may from time to time and at its sole discretion impose, vary or remove a Course Condition in relation to any Course in Schedule 3, 4 or 5.
- 10.2 Where the same Course is listed in multiple Schedules, the Minister may:
 - 10.2.1 impose, vary or remove a Course Condition in relation to that Course in a Schedule without imposing, varying or removing the Course Condition in relation to that Course in the other Schedules; or
 - 10.2.2 impose, vary or remove a Course Condition in relation to that Course for all or multiple Schedules.
- 10.3 The Minister will record on the relevant Schedule each Course Condition and its start date.
- 10.4 The Service Provider must comply with all Course Conditions imposed in Schedules 3, 4 and 5.

- 10.5 The Service Provider must not enrol a Participant under this Service Agreement in a Course if the Enrolment of that Participant contravenes a Course Condition.
- 10.6 Where the Minister makes any change to a Course Condition pursuant to clause 10.1, the change will only apply to the Training Accounts which are created from the date in which the change comes into effect.

11. **VARIATION TO SCHEDULES 3, 4 AND 5**

- 11.1 If the Minister:
 - 11.1.1 approves the addition or removal of a Course to Schedule 3 pursuant to clause 8; or
 - 11.1.2 approves the addition or removal of a Course to Schedule 4 or 5 pursuant to clause 9;
 - 11.1.3 imposes, varies or removes a Course Condition for a Course in Schedule 3, 4 or 5 pursuant to clause 10,then the Minister will provide to the Service Provider:
 - 11.1.4 a copy of the relevant Schedule which includes the variation (**New Schedule**); or
 - 11.1.5 Notice that the New Schedule is available to view or download.
- 11.2 The New Schedule will:
 - 11.2.1 for a variation pursuant to clause 11.1.1 or 11.1.2, apply from the date the Minister provides to the Service Provider the New Schedule or Notice that the New Schedule is available to view or download; or
 - 11.2.2 for a variation pursuant to clause 11.1.3, apply from the date specified in the Schedule given by the Minister to the Service Provider in accordance clause 11.1.4 or 11.1.5, or if there is no date specified, the New Schedule will apply five (5) Business Days after the date that the Minister provides to the Service Provider the New Schedule or Notice that the New Schedule is available to view or download.

12. **PAYMENT OF SUBSIDIES**

- 12.1 Subject to clause 12.3, the Subsidy payable by the Minister for Accredited Training provided under this Service Agreement will be determined in accordance with Item 8 of Schedule 1.
- 12.2 The Subsidy is only payable after the Service Provider has recorded an AVETMISS Result Code for a Unit of Competency that is approved for payment in accordance with Schedule 1.
- 12.3 The Minister may, at its sole discretion and by written Notice to the Service Provider, vary the amount of a Subsidy or any allowances for location, fee concessions or fee exemptions for Accredited Training. Where the Minister varies the amount of a Subsidy:
 - 12.3.1 if the amount of the Subsidy is increased then the new Subsidy will apply to any Units of Competency completed under Training Accounts created from the date prescribed by the Minister in the Notice; and

- 12.3.2 if the amount of the Subsidy is decreased, then the decrease in the Subsidy will apply to any Units of Competency completed under Training Accounts created from:
- (a) the date twenty (20) Business Days from the date of the Notice to the Service Provider; or
 - (b) such date specified in the Notice,
- whichever is the later.
- 12.4 Subject to clause 12.5, the Minister will only be obliged to pay the Subsidy for each Unit of Competency completed during the Term of this Service Agreement by a Participant who has been enrolled in a Course in accordance with clauses 26 and 27 and the Course Conditions.
- 12.5 The Minister is not required to pay a Subsidy to the Service Provider unless and until the Service Provider has fulfilled all its outstanding obligations under the Head Agreement, this Service Agreement and any other Service Agreements executed pursuant to the Head Agreement up to the date of the lodgement of the claim for the Subsidy.
- 12.6 Without limiting clause 12.5, the Minister is not required to pay a Subsidy to the Service Provider in relation to a specific Participant if the Service Provider has failed to provide the Minister with:
- 12.6.1 a Participant Agreement for that Participant as required under this Service Agreement; or
 - 12.6.2 evidence that Accredited Training was delivered to the Participant in accordance with the Head Agreement, this Service Agreement and any relevant Directions.
- 12.7 The Minister will not pay the Subsidy for:
- 12.7.1 any person who has not been enrolled in a Course in accordance with this Service Agreement;
 - 12.7.2 any Accredited Training for which the Participant did not have an active Training Account (as determined by the Minister) at the time that the Accredited Training was delivered;
 - 12.7.3 any person whom the Service Provider does not provide adequate evidence to confirm the identity of the person and to confirm that they met the Eligibility Criteria, the Entitlement Criteria and requirements for the payment of a Subsidy as set out in this Service Agreement;
 - 12.7.4 any Accredited Training which is delivered by the Service Provider pursuant to this Service Agreement before the Training Commencement Date, except if the Participant commenced the Accredited Training under the Skills for All Contract revoked pursuant to clause 5;
 - 12.7.5 any person for whom the Service Provider has failed to submit data into STELA that is complete, compliant and accurate as required by AVETMISS and Directions published by the Minister from time to time;
 - 12.7.6 any Units of Competency delivered to the Participant for which the Participant had already completed an Equivalent Unit of Competency;
 - 12.7.7 any Unit of Competency which does not form part of a Course which is listed in Schedule 3, unless that Unit of Competency is a Bridging Unit;
 - 12.7.8 any Accredited Training which is completed on or after the Completion of Training Date;

- 12.7.9 any Participant who is enrolled in a Course under this Service Agreement where the Enrolment of that Participant contravenes a Course Condition;
 - 12.7.10 AVETMISS Result Codes listed in Item 8.7 of Schedule 1; or
 - 12.7.11 any training that fails to meet the best practice industry expectations in relation to quality.
- 12.8 Without limiting any of its rights under the Head Agreement or this Service Agreement, the Minister may withhold or suspend any payment of a Subsidy in whole or in part and for such period of time as the Minister determines if, in the Minister's reasonable opinion, the Service Provider:
- 12.8.1 does not deliver the Accredited Training in accordance with its obligations specified in the Head Agreement, in this Service Agreement or in any other Service Agreement executed pursuant to the Head Agreement; or
 - 12.8.2 is in breach of its obligations under the Head Agreement, this Service Agreement or any other Service Agreement executed pursuant to the Head Agreement.
- 12.9 The Minister's right under clause 12.8 allows the Minister to withhold or suspend the payment of Subsidies arising under all and any Service Agreements executed under the Head Agreement, even where the breach or failure by the Service Provider only relates to one or more specific Service Agreements.
- 12.10 If an overpayment of the Subsidy is made by the Minister to the Service Provider for any reason (including, but not limited to, where the Minister has required the Service Provider to make a repayment under clause 14) then the overpaid amount will, at the sole discretion of the Minister, be:
- 12.10.1 repaid by the Service Provider to the Minister within twenty (20) Business Days of a Notice from the Minister notifying the Service Provider of the overpayment; or
 - 12.10.2 set off by the Minister against any other payments due to the Service Provider under this Service Agreement or against any other debt owed by the Minister to the Service Provider; or
 - 12.10.3 dealt with by the Service Provider as directed in writing by the Minister.
- 12.11 The parties agree that any amount owed to the Minister is recoverable by the Minister as a debt without further proof of the debt being necessary.
- 12.12 This clause 12 applies to all Accredited Training delivered by the Service Provider pursuant to this Service Agreement.

13. **GOODS AND SERVICES TAX**

- 13.1 If any Supply made under this Service Agreement is a Taxable Supply, then, unless the consideration for that Taxable Supply is expressed to include GST, in addition to the consideration payable for the Taxable Supply, the Recipient of the Taxable Supply must pay to the party making the Taxable Supply (Supplier) an additional amount equal to the GST payable on the Taxable Supply.
- 13.2 Subject to clause 13.3, where a Taxable Supply is made under this Service Agreement then the Recipient must pay the GST payable on the Taxable Supply (which is calculated in accordance with the GST Law) following receipt of a Tax Invoice by the Supplier.
- 13.3 The Minister can elect to issue Recipient Created Tax Invoices in respect of a Taxable Supply made by the Service Provider under this Service Agreement on the following conditions:

- 13.3.1 the Service Provider will not issue tax invoices in respect of the Taxable Supply;
- 13.3.2 the Service Provider will notify the Minister within seven (7) days if the Service Provider ceases to be registered under the GST Law; and
- 13.3.3 the Minister will notify the Service Provider if the Minister ceases to be registered under the GST Law.
- 13.4 If, under or in connection with this Service Agreement, the Supplier has an adjustment for a Supply under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an adjustment note to the Recipient within 28 days of becoming aware of the adjustment.
- 13.5 If a party is entitled to be reimbursed or indemnified under this Service Agreement, the amount to be reimbursed or indemnified is reduced by the amount of GST for which there is an entitlement to claim an input tax credit associated with the reimbursement or indemnity. The reduction is to be made before any increase under clause 13.1.
- 13.6 The parties acknowledge and represent to each other that they are, and will continue to be, for the Term of this Service Agreement, registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth) and the GST Law.
- 13.7 The Australian Business Number for the Minister and the Service Provider is specified in Schedule 1.
- 13.8 Terms used in this clause that are not otherwise defined in this Service Agreement have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

14. **REPAYMENT EVENT**

- 14.1 In addition to all other rights arising under the Head Agreement or this Service Agreement, where the Minister is satisfied that the Service Provider has breached the terms of the Head Agreement or this Service Agreement it may:
 - 14.1.1 withhold all future funding from the Service Provider whether the funding is payable under this Service Agreement or any other Service Agreement;
 - 14.1.2 require the Service Provider to repay either the whole or a portion of the Subsidies paid under the Head Agreement or this Service Agreement (whether expended or not); and
 - 14.1.3 pursue any legal rights or remedies which may be available to the Minister.
- 14.2 The Minister may at its sole discretion require the Service Provider to repay a Subsidy if the Minister pays a Subsidy to the Service Provider:
 - 14.2.1 for a Unit of Competency for which the Participant had completed an Equivalent Unit of Competency prior to enrolling in the Course;
 - 14.2.2 for a Participant where the Service Provider has not complied with clause 40.2;
 - 14.2.3 where the Participant:
 - (a) did not meet the Eligibility Criteria or the Entitlement Criteria;
 - (b) was assessed pursuant to clause 29 as having individual learning and support needs which the Service Provider could not meet; or

- (c) did not meet the Minimum Level following an assessment pursuant to clause 29; or
 - (d) did not apply to enrol in a Course;
- 14.2.4 where the Minister was not obliged to pay the Subsidy pursuant to clause 12; or
- 14.2.5 where the Service Provider has failed to comply with any of the requirements in clause 33.
- 14.3 Without limiting the Minister's rights under clause 14.2, where the Service Provider delivers the Accredited Training which does not comply with the Head Agreement or this Service Agreement, this will be deemed to be a breach which triggers a right to repayment under clause 14.1.
- 14.4 The Minister may review any decision made pursuant to clause 14.1 if the Service Provider is able to satisfy the Minister that the Service Provider has complied with the conditions of the Head Agreement and this Service Agreement.
- 14.5 Where the Minister requires the Service Provider to repay the whole or a portion of the Subsidies paid under the Head Agreement or this Service Agreement, the Minister may by Notice in writing require the Service Provider to repay the amount within such time as specified in the Notice.

PART C – DELIVERY OF ACCREDITED TRAINING AS PART OF AN EMPLOYMENT PROJECT

15. BACKGROUND TO THIS PART

- 15.1 Employment Projects are a Subsidised Activity within WorkReady which are provided by WorkReady Service Providers which have entered into an Employment Projects Service Agreement with the Minister.
- 15.2 The Service Provider or other WorkReady Service Providers may enter into an EPSA with the Minister to deliver an Employment Project.
- 15.3 The Employment Project may include the delivery of Accredited Training.
- 15.4 Subject to certain conditions prescribed in the relevant EPSA, the WorkReady Service Provider engaged by the Minister to provide an Employment Project may either deliver the Accredited Training itself (if it has an Accredited Training Service Agreement with the Minister) or subcontract the delivery of the Accredited Training to another WorkReady Service Provider that has an Accredited Training Service Agreement with the Minister.

16. APPLICATION OF THIS PART

- 16.1 The clauses in this Part C apply to Accredited Training delivered by the Service Provider by arrangement with a WorkReady Service Provider which entered into an EPSA with the Minister that included the delivery of Accredited Training.
- 16.2 The clauses in this Part C only apply to the delivery of Courses listed in Schedule 4 (if any).
- 16.3 Unless specified otherwise, the other clauses of this Service Agreement also apply to the delivery of the Courses listed in Schedule 4.

17. EMPLOYMENT PROJECTS

- 17.1 The Minister may at its absolute discretion agree to fund multiple Employment Projects involving delivery of Accredited Training by the Service Provider.
- 17.2 For each Employment Project, the Minister will provide to the Service Provider:
 - 17.2.1 a Schedule 4 for that Employment Project; or
 - 17.2.2 Notice that a Schedule 4 for that Employment Project is available to view or download.
- 17.3 Upon receipt of the Schedule 4 or the Notice that the Schedule 4 is available pursuant to clause 17.2, the Service Provider must sign and date the Schedule 4 and return it to the Minister within ten (10) Business Days of the date of the Notice enclosing the Schedule 4 or such longer period as determined by the Minister.
- 17.4 The Minister may withdraw the offer to fund the Employment Project if the Service Provider does not sign and date the Schedule 4 and return it to the Minister within ten (10) Business Days after the date of the Notice enclosing the Schedule 4 or such longer period as determined by the Minister.
- 17.5 Upon each signed Schedule 4 being received by the Minister, the Minister will issue a written notice informing the Service Provider of the date that the Schedule 4 will form part of, and become subject to, this Service Agreement.
- 17.6 The Service Provider must not commence the delivery of Accredited Training under the Schedule for that Employment Project until the Training Commencement Date specified in the Schedule 4.
- 17.7 The execution of this Service Agreement does not provide the Service Provider with any guarantee that any Schedule 4 will be provided to the Service Provider.

18. DELIVERY OF COURSES IN SCHEDULE 4

- 18.1 Subject to clauses 18.2 to 18.5 (inclusive), the Service Provider may enrol Prospective Participants in the Courses listed in Schedule 4.
- 18.2 The Service Provider must not enrol a Prospective Participant in a Full Qualification unless and until the Service Provider has complied with clause 26.
- 18.3 The Service Provider must not enrol a Prospective Participant in a Full Qualification listed in Schedule 4 unless that Full Qualification is also listed in Schedule 3.
- 18.4 The Service Provider must not enrol any individual Participant in more than five (5) Units of Competency listed in Schedule 4 (except if the Participant undertakes a Full Qualification and those Units of Competency form part of that Full Qualification).
- 18.5 Where a maximum number of Participants is identified for a Course in Schedule 4, the Service Provider must not enrol more than the maximum number of Participants identified for that particular Course.

19. PAYMENT OF SUBSIDIES

- 19.1 Clause 12 of this Service Agreement applies to the delivery of the Courses in Schedule 4.
- 19.2 Without limiting clause 12.7, the Minister will not pay a Subsidy to the Service Provider for a Course listed in Schedule 4:
 - 19.2.1 for a Participant who is enrolled before the Training Commencement Date identified in that Schedule 4;

- 19.2.2 for a Participant who is enrolled after the Enrolment End Date identified in that Schedule 4;
- 19.2.3 for a Participant who has not completed his or her Accredited Training by the Training Completion Date specified in that Schedule 4;
- 19.2.4 for any Participants that exceed the 'Maximum Number of Enrolments' listed for each Course in that Schedule 4; or
- 19.2.5 for a Participant who is enrolled in that Course where the Enrolment contravenes a Course Condition.

20. **TERMINATION**

- 20.1 The termination of the EPSA to which a specific Employment Project relates by either party for any reason does not impact on the delivery of Accredited Training under the relevant Schedule 4. The Service Provider must continue to deliver Accredited Training to the Participants enrolled in Courses under the relevant Schedule 4 unless otherwise directed by the Minister.

PART D – DELIVERY OF ACCREDITED TRAINING UNDER QUALIFICATION QUOTAS

21. **BACKGROUND**

- 21.1 The Minister may from time to time provide allocations for Courses for individual Service Providers on a submission basis. Each of these allocations is referred to in this Part D as a **Qualification Quotas allocation**.
- 21.2 If the Service Provider is selected by the Minister to deliver a Course as part of a Qualification Quotas allocation, that Course will be added to Schedule 5 of this Service Agreement or a Schedule 5 will be provided to the Service Provider pursuant to the terms of this Service Agreement.

22. **APPLICATION OF THIS PART**

- 22.1 The clauses in this Part D only apply to the delivery of Courses listed in Schedule 5 (if any).
- 22.2 Unless specified otherwise, the other clauses of this Agreement also apply to the delivery of the Courses listed in Schedule 5.

23. **ROUNDS OF FUNDING**

- 23.1 The Minister may at the Minister's absolute discretion provide multiple rounds of funding for Courses under Qualification Quotas.
- 23.2 For each Qualification Quotas allocation under which the Service Provider is selected by the Minister to deliver at least one Course, the Minister will provide to the Service Provider:
 - 23.2.1 a Schedule 5 for that Qualification Quotas allocation; or
 - 23.2.2 Notice that a Schedule 5 for that Qualification Quotas allocation is available to view or download.

- 23.3 Upon receipt of the Schedule 5 or the Notice that the Schedule 5 is available pursuant to clause 23.2, the Service Provider must sign and date the Schedule 5 and return it to the Minister within ten (10) Business Days of the date of the Notice enclosing the Schedule 5 or such longer period as determined by the Minister.
- 23.4 The Minister may withdraw the offer to fund the Course under the Qualification Quotas allocation if the Service Provider does not sign and date the Schedule 5 and return it to the Minister within ten (10) Business Days of the date of the Notice enclosing the Schedule 5 or such longer period as determined by the Minister.
- 23.5 Upon each signed Schedule 5 being received by the Minister, the Minister will issue a written notice informing the Service Provider of the date that the Schedule 5 will form part of, and become subject to, this Service Agreement.
- 23.6 The Service Provider must not commence the delivery of Accredited Training under the Schedule for that Qualification Quotas allocation until the Training Commencement Date specified in that Schedule 5.
- 23.7 The execution of this Service Agreement does not provide the Service Provider with any guarantee that any Schedule 5 will be provided to the Service Provider.

24. **DELIVERY OF COURSES IN SCHEDULE 5**

- 24.1 Subject to clauses 24.2 and 24.4 (inclusive), the Service Provider may enrol Prospective Participants in the Courses in Schedule 5.
- 24.2 The Service Provider must not enrol a Prospective Participant in a Full Qualification unless and until the Service Provider has complied with clause 26.
- 24.3 The Service Provider must not enrol a Prospective Participant in a Course listed in Schedule 5 unless that Course is also listed in Schedule 3.
- 24.4 Where a maximum number of Participants is identified for a Course in Schedule 5, the Service Provider must not enrol more than the maximum number of Participants identified for that particular Course.

25. **PAYMENT OF SUBSIDIES**

- 25.1 Clause 12 of this Service Agreement applies to the delivery of the Courses in Schedule 5.
- 25.2 Without limiting clause 12.7, the Minister will not pay a Subsidy to the Service Provider for a Course listed in Schedule 5:
 - 25.2.1 for a Participant who is enrolled before the Training Commencement Date identified in Schedule 5;
 - 25.2.2 for a Participant who is enrolled after the Enrolment End Date identified in Schedule 5;
 - 25.2.3 for a Participant who has not completed his or her Accredited Training by the Training Completion Date specified in Schedule 5;
 - 25.2.4 for any Participants that exceed the 'Maximum Number of Enrolments' listed adjacent to each Course in Schedule 5; or
 - 25.2.5 for a Participant who is enrolled in that Course where the Enrolment contravenes a Course Condition.

PART E – ENROLMENT PROCESS

26. UPFRONT ASSESSMENT OF NEED

- 26.1 The Service Provider must not enrol a Prospective Participant in a Full Qualification unless and until the Service Provider has undertaken an Upfront Assessment of Need, which requires the Service Provider to assess the Prospective Participant:
- 26.1.1 as meeting the Eligibility Criteria;
 - 26.1.2 as meeting the Entitlement Criteria; and
 - 26.1.3 for his or her individual learning and support needs, including literacy and numeracy.
- 26.2 The Service Provider must record the results of the Upfront Assessment of Need in the Prospective Participant's Learning and Support Plan.
- 26.3 The Service Provider must undertake an Upfront Assessment of Need prior to enrolling a Prospective Participant or Participant in any Full Qualification, even if the Service Provider has already undertaken an Upfront Assessment of Need for that Prospective Participant or Participant in relation to a different Full Qualification.
- 26.4 If a Prospective Participant is a Jobseeker (as defined in Schedule 2), the Service Provider must not undertake an Upfront Assessment of Need of a Prospective Participant or enrol that Prospective Participant unless the Service Provider has obtained a completed Employment Services Provider Referral Form from the Employment Services Provider.
- 26.5 The Service Provider must comply with any Directions determined by the Minister from time to time in relation to the Upfront Assessment of Need and the Enrolment process.

27. ENROLMENT

- 27.1 Prior to enrolling a Prospective Participant in a Course, the Service Provider must ensure that the Prospective Participant complies with the Eligibility Criteria and the Entitlement Criteria.
- 27.2 Subject to clause 27.3, the Service Provider must not enrol a Prospective Participant in a Course unless and until the Service Provider has provided to the Minister a Participant Agreement signed by the Prospective Participant in accordance with the Directions.
- 27.3 If the Service Provider has provided the Minister with a Participant Agreement signed by the particular Prospective Participant at any time on or after 1 July 2015, the Service Provider does not need to comply with clause 27.2.
- 27.4 Prior to enrolling a Prospective Participant in a Course, the Service Provider must provide the Prospective Participant with full and accurate information to enable the Prospective Participant to determine if the Course is appropriate for them.
- 27.5 The Minister may specify the types of information that the Service Provider must provide to Prospective Participants in the Directions from time to time.
- 27.6 The Service Provider must not enrol a Prospective Participant in a Full Qualification or Unit of Competency if that Prospective Participant has already completed an Equivalent Full Qualification or Equivalent Unit of Competency.
- 27.7 The Service Provider must not enrol a Prospective Participant in a Full Qualification unless the Prospective Participant intends to complete the Full Qualification.

- 27.8 The Service Provider must award a Credit Transfer to a Participant for each Equivalent Unit of Competency completed prior to enrolling into the Course.
- 27.9 Where there is in Schedule 3, 4 or 5 a limit on the number of Prospective Participants that the Service Provider may enrol in a particular Course, the Service Provider must not enrol any more than the maximum number identified.

28. **VARIATION OF ELIGIBILITY CRITERIA AND ENTITLEMENT CRITERIA**

- 28.1 The Minister may from time to time vary the Eligibility Criteria or the Entitlement Criteria for the Courses in one or more Schedules by giving the Service Provider at least twenty (20) Business Days prior written Notice.
- 28.2 If the Minister exercises the right in clause 28.1 to vary the Eligibility Criteria or the Entitlement Criteria for the Courses in one or more Schedules, then for the purposes of the Service Agreement:
 - 28.2.1 the Minister will provide a Notice to the Service Provider accompanying the varied Eligibility Criteria or Entitlement Criteria which will specify the Schedules to which the varied Eligibility Criteria or Entitlement Criteria will apply and the date from which the varied Eligibility Criteria or Entitlement Criteria will take effect;
 - 28.2.2 the varied Eligibility Criteria or Entitlement Criteria will only apply to Participants who are enrolled by the Service Provider in a Course from the date specified in the Notice accompanying the varied Eligibility Criteria or Entitlement Criteria (being a date which is at least 20 Business Days after the date on which the Notice is provided to the Service Provider); and
 - 28.2.3 all Participants enrolled prior to the variation to the Eligibility Criteria and the Entitlement Criteria will continue to be eligible for the Course or Courses in which they were enrolled prior to the variation.
- 28.3 In the event of inconsistency between a Course Condition imposed by the Minister and the Eligibility Criteria or Entitlement Criteria, the Course Condition prevails to the extent of the inconsistency.

29. **ASSESSMENT OF LEARNING SUPPORT NEEDS**

- 29.1 Before enrolling a Prospective Participant in a Full Qualification, the Service Provider:
 - 29.1.1 must determine whether it is able to meet the individual learning and support needs of the Prospective Participant identified in the Upfront Assessment of Needs in accordance with the Directions; and
 - 29.1.2 must not enrol the Prospective Participant unless the Service Provider can meet those individual learning and support needs.
- 29.2 The Service Provider must not enrol the Prospective Participant in a Full Qualification unless the Prospective Participant meets the Minimum Level.
- 29.3 If the Prospective Participant:
 - 29.3.1 is assessed as being below the Minimum Level;
 - 29.3.2 is a Jobseeker (as defined in Schedule 2) registered with an Employment Services Provider; and

29.3.3 is eligible for a Commonwealth Government funded program that assists language, literacy or numeracy development,

the Service Provider must not enrol the Prospective Participant and must refer the Prospective Participant back to the Employment Services Provider in accordance with the Directions.

30. **BRIDGING UNITS**

- 30.1 The Service Provider must not enrol a Prospective Participant in a Bridging Unit unless:
 - 30.1.1 the Service Provider has undertaken an Upfront Assessment of Need in accordance with clause 26; and
 - 30.1.2 the Bridging Unit will assist the Prospective Participant to complete the Full Qualification in which the Prospective Participant is enrolled.
- 30.2 The Service Provider must not enrol the Participant in more than five (5) Bridging Units per Full Qualification.
- 30.3 The Service Provider must comply with any Directions determined by the Minister from time to time in relation to Bridging Units.

31. **TRAINING ACCOUNTS**

- 31.1 The Service Provider must establish a Training Account in the Skills and Employment Portal for each Course undertaken by each Participant.
- 31.2 The Service Provider must ensure that the information in all Training Accounts for its Participants is at all times, accurate, complete and reflects the information provided to the Service Provider by the Participant.
- 31.3 The Service Provider must ensure that the Training Account is rendered inactive or closed within twenty (20) Business Days of when the Participant:
 - 31.3.1 completes a Course;
 - 31.3.2 withdraws from a Course; or
 - 31.3.3 otherwise ceases to receive the Accredited Training.
- 31.4 The Minister may, at its sole discretion, close a Training Account where no Subsidy is payable or has been paid for at least 60 Business Days.
- 31.5 The Minister may publish Directions from time to time in relation to the Training Account and the Service Provider must comply with those Directions.

32. **FEES**

- 32.1 The Service Provider must, in a location which is prominent, accessible and online, publish to its Participants and to Prospective Participants information about its participant fee policies so that Participants and Prospective Participants may make decisions about Enrolment in a Course after being informed of the full cost of the Course. The participant fee policies to be published must include:
 - 32.1.1 a breakdown of the Participant Course Fee (if any);
 - 32.1.2 all Incidental Fees that a Participant may be liable to pay; and
 - 32.1.3 criteria for eligibility of a Participant for fee concessions and fee exemptions.

- 32.2 The Service Provider must only charge a Participant for Accredited Training an amount that is in accordance with information provided to the Participant under clause 32.1.
- 32.3 The Service Provider may only charge Incidental Fees if the Participant is made aware that the Incidental Fees may be charged before enrolling in the Course and the Incidental Fees are a charge for an essential good or service that the Participant has the choice of acquiring from a supplier other than the Service Provider and is for:
- 32.3.1 equipment or items that become the physical property of the Participant and that are not consumed during the Course; or
 - 32.3.2 food, transport and accommodation costs associated with the provision of field trips that form part of the Course.
- 32.4 Other than Incidental Fees, all other costs of the Course must be included in the Participant Course Fee.
- 32.5 The Participant Course Fee may be paid on behalf of a Participant by their employer or another third party, but cannot be paid or waived by the Service Provider.
- 32.6 Where a Participant Course Fee is payable, the Service Provider must retain evidence of the collection of the Participant Course Fee.

PART F - QUALITY OF TRAINING

33. SERVICE PROVIDER QUALITY AND PERFORMANCE

- 33.1 The Service Provider must deliver high quality Accredited Training at all times. In providing high quality Accredited Training, the Service Provider must:
- 33.1.1 systematically engage with South Australian industry for all Accredited Training delivered under this Service Agreement and must:
 - (a) use the results of that engagement to continuously improve the delivery and assessment of the Accredited Training;
 - (b) ensure the relevance of its Accredited Training to the needs of industry; and
 - (c) for every Course, conduct assessment of each Participant undertaking the Course in an environment that simulates the real-life working environment where the skills and knowledge obtained as part of the Course would be performed, with all relevant equipment and resources of that working environment; and
 - (d) comply with any quality requirements specified by the Minister in the Directions from time to time.
- 33.2 The Service Provider grants consent and otherwise authorises the Minister to disclose information about the performance of the Service Provider under the Head Agreement and this Service Agreement and share it with the Registering Body, if applicable, and other relevant governmental and regulatory bodies.
- 33.3 If the Service Provider has enrolled a Participant who is under the age of 18 years, the Service Provider must ensure that it appoints and maintains during the Term of this Service Agreement a person to be the Youth Officer for the purposes of this Service Agreement.
- 33.4 The Service Provider must ensure that a Youth Officer appointed under clause 33.3 complies with and meets any requirements set out in the Directions.

- 33.5 The Service Provider must ensure that its staff, agents and contractors are aware of all of the obligations under the Head Agreement, this Service Agreement and any other Service Agreements executed pursuant to the Head Agreement that are relevant to their role and duties.
- 33.6 The Service Provider must ensure that its staffing levels are always sufficient to deliver the Accredited Training which it is obliged to deliver under this Service Agreement in accordance with any national registration standards, where applicable, and in compliance with all its obligations under the Head Agreement.
- 33.7 The Service Provider must ensure its relevant staff:
 - 33.7.1 keep informed of all Directions, Notices or other information published by the Minister, whether on the Website or otherwise, in connection to the Head Agreement or this Service Agreement; and
 - 33.7.2 are available to attend any briefing, training and information sessions held by the Minister from time to time relating to the Head Agreement or this Service Agreement.

34. **COMPLETION OF TRAINING**

- 34.1 Subject to clause 34.2, the Service Provider must continue to deliver Accredited Training to all Participants enrolled under this Service Agreement who have not completed their Accredited Training by the Enrolment End Date for their particular Course, unless and until those Participants complete or withdraw from the Course. That Accredited Training must be delivered in accordance with the terms of this Service Agreement.
- 34.2 The Service Provider must not deliver Accredited Training to Participants enrolled in a Course pursuant to this Service Agreement on or after the Completion of Training Date specified in the Schedule under which the Participant was enrolled in the Course.
- 34.3 By no later than nine (9) months after the Enrolment End Date for Schedule 3, the Service Provider must provide a written report to the Minister setting out, as at the date specified by the Minister:
 - 34.3.1 the number of Participants who are enrolled in Courses listed in Schedule 3;
 - 34.3.2 the dates by which those Participants will complete their Courses and obtain any resulting qualification from the Service Provider should the Participants continue to undertake the Accredited Training; and
 - 34.3.3 such other information required by the Minister.

35. **SUBCONTRACTING**

- 35.1 The Service Provider must not subcontract the Accredited Training otherwise than in accordance with the Directions.
- 35.2 The Service Provider must comply with all requirements in the Directions relating to subcontractors.
- 35.3 The Service Provider remains responsible for obligations performed by subcontractors to the same extent as if such obligations were performed by the Service Provider.

- 35.4 Nothing in this clause or any Directions issued in relation to subcontracting relieves the Service Provider from its liabilities or obligations under the Head Agreement, this Service Agreement or any other Service Agreement executed under the Head Agreement.

36. **ACCOUNTABLE OFFICER**

- 36.1 The Service Provider must ensure that it appoints and maintains during the Term of this Service Agreement an Accountable Officer for the purposes of this Service Agreement.
- 36.2 The Service Provider must ensure that the person it appoints as the Accountable Officer has the qualifications and meets other criteria specified in the Directions (if any).
- 36.3 The Service Provider must ensure that the Accountable Officer is responsible for:
- 36.3.1 providing any information or reports required to be provided under the Head Agreement or this Service Agreement or otherwise requested by the Minister regarding the Service Provider's delivery and assessment of the Accredited Training, including, where that information is to be provided at an audit at the premises of the Service Provider, or in an interview with officers authorised by the Minister; and
 - 36.3.2 providing professional leadership to the Service Provider's staff members relating to the delivery and assessment of Accredited Training, including overseeing:
 - (a) the development of teaching and learning strategies;
 - (b) the development of learning and assessment resources; and
 - (c) the assessment practices for the assessment of Participants.
- 36.4 The Service Provider must give Notice to the Minister of a change to the Accountable Officer within five (5) Business Days of the Service Provider becoming aware that the Accountable Officer will cease to be employed by the Service Provider or in the role of Accountable Officer. The Notice must specify the name and contact details of the replacement Accountable Officer.
- 36.5 The Service Provider is at all times responsible for the actions and omissions of the Accountable Officer and nothing in this clause relieves the Service Provider of any of its responsibilities under the Head Agreement or this Service Agreement.

PART G - OBLIGATIONS AND WARRANTIES

37. **SERVICE PROVIDER'S OBLIGATIONS**

- 37.1 Without limiting the obligations imposed under the Head Agreement and other clauses of this Service Agreement, the Service Provider must:
- 37.1.1 only use or apply the Subsidies and other amounts (if any) paid by the Minister under this Service Agreement towards the delivery of Accredited Training and the Service Provider must not use or apply the Subsidies and any other amounts paid by the Minister under this Service Agreement for any other purpose;
 - 37.1.2 provide timely advice to the Minister of any significant changes to the nature or scope of the activities and operations of the Service Provider;

- 37.1.3 comply with legislation, any constitution, deed, or company rules that govern the Service Provider's operations and the conditions of the Head Agreement and this Service Agreement;
- 37.1.4 ensure that each Participant to whom the Service Provider delivers the Accredited Training enters into a Participant Agreement in accordance with the terms of the Service Agreement and any Directions published by the Minister from time to time;
- 37.1.5 provide a copy of each executed Participant Agreement to the Minister in accordance with the requirements in the relevant Service Agreement or otherwise within such times and in the manner notified by the Minister to the Service Provider;
- 37.1.6 retain a completed and signed Participant Agreement for every Participant to whom the Service Provider provides the Accredited Training;
- 37.1.7 obtain and retain evidence of the existence and eligibility of every Participant participating in Accredited Training with the Service Provider in accordance with this Service Agreement and Directions published by the Minister from time to time;
- 37.1.8 give Notice to the Minister within five (5) Business Days of the occurrence of one or more of the following events:
 - (a) change to the name of the legal entity or trading name of the Service Provider or the addition of a new trading name of the Service Provider;
 - (b) changes to the Service Provider's Chief Executive and, where relevant, Youth Officer;
- 37.1.9 notify the Minister immediately:
 - (a) of a change in the location of the Place of Business of the Service Provider or its registered address (being the address registered with either the Australian Securities and Investment Commission or Consumer and Business Services);
 - (b) of a change in the location at which the Accredited Training is delivered;
 - (c) if the Service Provider enters any form of Insolvency Administration;
 - (d) the imposition or removal of any conditions imposed on the Service Provider by its Registering Body or any other regulatory authority;
 - (e) changes to any material facts relating to the Service Provider's financial situation which have not been disclosed to the Minister and which could or might affect the willingness of the Minister to continue engaging with the Service Provider under the Head Agreement and this Service Agreement; and
 - (f) of operational changes that may adversely impact on the Service Provider's delivery of Accredited Training in accordance with its obligations under the Head Agreement and this Service Agreement including but not limited to material changes in the financial position of the Service Provider;
- 37.1.10 must ensure that all information entered into the Skills and Employment Portal and STELA, and all information otherwise provided to the Minister under the Head Agreement or this Service Agreement is complete and accurate;

- 37.1.11 must publish full, clear and accurate information about the Courses listed on Schedules 3, 4 and 5 (including information about all fees payable by Participants in order to participate in and complete Courses); and
- 37.1.12 must ensure that the information published pursuant to clause 37.1.11 is accessible by Prospective Participants.

38. **SERVICE PROVIDER'S WARRANTIES**

- 38.1 In addition to the warranties provided under the Head Agreement, the Service Provider warrants that:
 - 38.1.1 at all times during the Term of this Service Agreement, it is registered under the *National Vocational Education and Training Regulator Act 2011* (Cth) as a Registered Training Organisation; and
 - 38.1.2 it will comply at all times with all relevant standards and requirements imposed by the Registering Body and the provisions of the Standards throughout the Term of this Service Agreement.

PART H - REPORTS, RECORDS AND AUDIT

39. **REPORTS AND FINANCIAL INFORMATION**

- 39.1 The Service Provider must deliver to the Minister all reports required under this Service Agreement and such other reports required by the Minister. Such reports must be provided in accordance with the form, timing and manner set out in this Service Agreement or as otherwise notified by the Minister or published in Directions from time to time.
- 39.2 The Service Provider must deliver the following financial information to the Minister:
 - 39.2.1 where requested by the Minister, management accounts, annual reports, financial statements and any other information or documents relevant to the Service Provider's operations or this Service Agreement;
 - 39.2.2 financial statements prepared at the end of each financial year during the Term of this Service Agreement, or if the Term of this Service Agreement is for less than one year, at the end of the Term of this Service Agreement. The financial statements must be prepared in accordance with Australian Accounting Standards and signed by an appropriate senior office holder of the Service Provider;
 - 39.2.3 where the total Subsidies paid to the Service Provider by the Minister under this Service Agreement and any other agreements is in excess of \$1 million (GST exclusive) in a financial year, the Service Provider must prepare its financial statements in the nature of a general purpose financial statements;
 - 39.2.4 where the total Subsidies paid to the Service Provider under this Service Agreement is in excess of \$1 million (GST exclusive) over the Term of this Service Agreement, the Service Provider must prepare its financial statements in the nature of a general purpose financial statements;
 - 39.2.5 where required by the Minister, provide regular progress reports on the provision of the Accredited Training (including any change to the authorised scope of the Accredited Training) and regular reports, with appropriate evidence in support, on the application of the Subsidies by the Service Provider to the Accredited Training; and

- 39.2.6 appropriate and regular information, records and reports, on request from the Minister, to enable the Minister to make an informed assessment about the ongoing financial position of the Service Provider, monitor the Service Provider's compliance with the terms on which the Subsidies are paid and form an assessment as to the overall effectiveness of WorkReady and the provision of Accredited Training by the Service Provider during the Term of this Service Agreement.
- 39.3 If the Service Provider does not deliver to the Minister the reports required under this Service Agreement, the Service Provider acknowledges and accepts that such failure may result in the Minister:
 - 39.3.1 suspending payments of the Subsidies under any or all of the Service Agreements executed under the Head Agreement until such time as the reports are delivered to the Minister's satisfaction; or
 - 39.3.2 exercising its rights to terminate the Head Agreement or all or any of the Service Agreements executed under the Head Agreement.
- 39.4 Prior to expiry or immediately following termination of this Service Agreement, the Service Provider must deliver to the Minister an acquittal report for this Service Agreement and the Subsidies paid under this Service Agreement:
 - 39.4.1 in accordance with the form and requirements determined and published by the Minister in a Direction from time to time; and
 - 39.4.2 which is signed by the Chief Executive or an appropriate senior office holder.
- 39.5 Prior to expiry or immediately following termination of this Service Agreement, the Service Provider must provide a report on the level of Unexpended Subsidy it holds and the Service Provider must repay any Unexpended Subsidy to the Minister unless specific approval is given by the Minister for those moneys to be retained. Where the Minister approves the retention of Unexpended Subsidies, such retention will be subject to the Service Provider complying with any conditions determined by the Minister in regard to the use of those Unexpended Subsidies.

40. **RECORDS**

- 40.1 The Service Provider will maintain full complete and accurate records about the Accredited Training delivered under this Service Agreement in accordance with Directions published by the Minister from time to time.
- 40.2 The Service Provider must retain evidence in support of each payment of a Subsidy that it claims from the Minister.
- 40.3 The Service Provider must keep:
 - 40.3.1 accounts and financial records for Subsidies received under this Service Agreement separate from the accounts and financial records for Subsidies received under other Service Agreements; and
 - 40.3.2 all records and other documentation required to be kept by the Service Provider under the Head Agreement, under this Service Agreement and under any other legislation or statutory instrument for:
 - (a) a period of at least three (3) years after the later of the Expiry Date of the Head Agreement or the Service Agreement Expiry Date; or
 - (b) such longer period required by law.

- 40.4 The Service Provider must, following five (5) Business Days prior written Notice from the Minister, make available to the Minister all records and other documentation relating to the Head Agreement and Service Agreements. At the Minister's sole discretion such records or information must be:
- 40.4.1 made available for inspection at Adelaide at all times during normal business hours; or
 - 40.4.2 sent to the Minister in paper or electronic form provided that the records and information are organised and readily accessible and legible by the Minister.
- 40.5 The Minister may make copies of some or all of the documents and other records created, prepared or maintained by the Service Provider relating to the Head Agreement, to the Service Agreements and to the provision of Accredited Training and related services.

41. **AUDIT BY MINISTER**

- 41.1 Upon receipt of at least five (5) Business Days' written Notice, the Service Provider:
- 41.1.1 must allow the Minister or its officers (including any contractor or agent engaged for this purpose) to enter the Service Provider's premises to inspect the operations of the Service Provider including equipment, premises, accounting records, documents and information and interview employees and Participants of the Service Provider on matters pertaining to its operation;
 - 41.1.2 must provide the Minister or its officers (including any contractor or agent engaged for this purpose) with access to records relating to the Head Agreement, Service Agreements and Subsidised Activities including but not limited to any records required to be kept under clause 40;
- 41.2 The Service Provider:
- 41.2.1 accepts that the Minister may direct that the Service Provider's financial accounts be audited and that the Minister may also specify the minimum qualifications to be held by a person appointed to conduct such an audit; and
 - 41.2.2 must cooperate with the Minister's staff or its officers, employees, contractors or agents in the conduct of audits as required to confirm the Service Provider is complying with all of the terms and conditions of the Head Agreement and this Service Agreement.

PART I - TERMINATION

42. **DEFAULT AND TERMINATION**

- 42.1 For the purposes of this clause and clause 13 of the Head Agreement, **Service Agreement Event of Default** means where the Service Provider:
- 42.1.1 fails to comply with clauses 27 or 33;
 - 42.1.2 claims a Subsidy in breach of a clause of the Head Agreement or this Service Agreement;
 - 42.1.3 fails to comply with Course Conditions set by the Minister in accordance with clause 10;
 - 42.1.4 fails to maintain (or provide to the Minister on request) evidence that it has conducted the assessment of learning and support needs pursuant to clause 29;

- 42.1.5 has non-compliance identified by the Registering Body (including, but not limited to, any failure to comply with any statutory or regulatory requirement) that is considered by the Minister as having a significant adverse impact on the quality of Accredited Training to be delivered by the Service Provider;
 - 42.1.6 delivers any Accredited Training using trainers or assessors who do not hold the requisite qualifications and competencies as required in Standards, in this Service Agreement or in Directions published by the Minister from time to time;
 - 42.1.7 fails to deliver the Accredited Training in accordance with the warranties or representations made to the Minister by the Service Provider regarding how the Accredited Training will be delivered and assessed;
 - 42.1.8 enters into a subcontracting arrangement in breach of clause 35;
 - 42.1.9 does not comply with the terms of the Head Agreement or this Service Agreement such that the Minister considers in its sole discretion that the non-compliance is having an adverse impact on the quality of Accredited Training delivered by the Service Provider;
 - 42.1.10 is in breach of any other provision of this Service Agreement and, where the breach is capable of being rectified, fails to rectify such breach within twenty (20) Business Days of being notified in writing by the Minister about such breach; or
 - 42.1.11 is in breach of any other provision of this Service Agreement and such breach is incapable of being rectified.
- 42.2 On the occurrence of any one or more Service Agreement Events of Default, the Minister may give written notice to the Service Provider specifying the Service Agreement Event of Default, and specifying the date of:
- 42.2.1 suspension of some or all of the provisions of this Service Agreement (**Suspension Date**), or
 - 42.2.2 termination of one or more Schedule 4 that has been entered into under this Service Agreement (**Schedule 4 Termination Date**); or
 - 42.2.3 termination of one or more Schedule 5 that has been entered into under this Service Agreement (**Schedule 5 Termination Date**); or
 - 42.2.4 termination of the provisions of this Service Agreement as a whole (**Termination Date**).
- 42.3 If the Minister issues a Notice under clause 42.2.1, from the Suspension Date, the Service Provider must:
- 42.3.1 cease the delivery of the Accredited Training specified in the notice;
 - 42.3.2 take such action necessary to remedy the Service Agreement Event of Default to the satisfaction of the Minister; and
 - 42.3.3 continue to deliver the Accredited Training which is not subject to suspension.
- 42.4 If, after receipt of a notice under clause 42.2.1, the Service Provider takes such action to remedy the Service Agreement Event of Default to the satisfaction of the Minister, the Minister will revoke the suspension.

- 42.5 If a notice given pursuant to clause 42.2.1, 42.2.2 or 42.2.3 has a consequence of reducing the scope of the Service Provider's obligations under this Service Agreement, the Minister's liability to pay any part of the Subsidies will be reduced in proportion to the reduction of the scope of the obligations imposed on the Service Provider.
- 42.6 If the Minister issues a Notice under clause 42.2.2, from the Schedule 4 Termination Date, the Schedule or Schedules specified in the Notice will be terminated and will cease to form part of this Service Agreement and the Service Provider must:
- 42.6.1 cease delivery of the Accredited Training specified in the Notice; and
 - 42.6.2 continue to deliver the Accredited Training which is not subject to termination; and
 - 42.6.3 take all available steps to minimise any loss resulting from the termination of the Accredited Training specified in the Notice.
- 42.7 If the Minister issues a Notice under clause 42.2.3, from the Schedule 5 Termination Date, the Schedule or Schedules specified in the Notice will be terminated and will cease to form part of this Service Agreement and the Service Provider must:
- 42.7.1 cease delivery of the Accredited Training specified in the Notice; and
 - 42.7.2 continue to deliver the Accredited Training which is not subject to termination; and
 - 42.7.3 take all available steps to minimise any loss resulting from the termination of the Accredited Training specified in the Notice.
- 42.8 If the Minister issues a Notice under clause 42.2.4, from the Termination Date this Service Agreement will be terminated and the Service Provider must:
- 42.8.1 cease delivery of all of the Accredited Training; and
 - 42.8.2 take all available steps to minimise any loss resulting from the termination of this Service Agreement.
- 42.9 The Minister's obligations under this Service Agreement will cease on the Termination Date and the Minister may require the Service Provider to repay either the whole or a portion of the Subsidies (whether expended or not).
- 42.10 Within one hundred and twenty (120) days of the Termination Date, the Service Provider must provide to the Minister:
- 42.10.1 any reports or other documents required under this Service Agreement or the Head Agreement;
 - 42.10.2 a cheque for the Subsidies or any portion of the Subsidies which have not been expended for delivery of Accredited Training in accordance with the obligations in the Head Agreement, this Service Agreement and any other Service Agreement executed under the Head Agreement; and
 - 42.10.3 any amount required to be repaid by the Minister pursuant to clause 42.9 or any other provision of this Service Agreement.
- 42.11 The suspension or termination of this Service Agreement (or part of it) pursuant to this clause 42 is without prejudice to the rights, liabilities and obligations of either party accruing prior to the date of termination.

PART J - INSURANCE, INDEMNITY & OTHER MATTERS

43. INSURANCE

- 43.1 The Service Provider must take out and maintain a professional indemnity insurance policy and public liability insurance policy on the terms and conditions specified in Schedule 1 of this Service Agreement and, if requested by the Minister, must provide copies of certificates of currency.
- 43.2 The Minister in specifying levels of insurance in this Service Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect to how they may or may not respond to any loss, damage or liability.

44. INDEMNITY

- 44.1 The Service Provider will indemnify and keep the Minister indemnified from and against any cost, loss, expense, claim or liability of any kind howsoever suffered or incurred by the Minister in respect of any loss of life, personal injury or disability, loss or damage to property or any other loss whatsoever arising out of:
- 44.1.1 any negligence or wrongful act or omission by the Service Provider, its employees, agents, or contractors in connection with or incidental to the Head Agreement or this Service Agreement; or
- 44.1.2 any breach of the Head Agreement or this Service Agreement by the Service Provider.

45. ADMINISTRATION FEE

- 45.1 The Service Provider may be required to pay to the Minister a fee as described in this clause, such fee to cover the administration of this Service Agreement by the Minister and its employees, such activity to include but not be limited to, monitoring compliance and quality of the functions and services to be delivered by the Service Provider under this Service Agreement (**Administration Fee**).
- 45.2 If an Administration Fee is levied, the Minister will, in its sole discretion, elect to recover the Administration Fee by either:
- 45.2.1 calculating the Administration Fee for each period of twelve (12) months or part thereof during the Term of this Service Agreement, starting on the Service Agreement Commencement Date, and issuing a tax invoice that is due and payable by the Service Provider within thirty (30) days of receipt; or
- 45.2.2 setting-off the Administration Fee against the payment of Subsidies to the Service Provider in accordance with any procedure for the payment of the Administration Fee specified in Directions that may be published by the Minister from time to time.
- 45.3 If an Administration Fee is levied, the Administration Fee payable by the Service Provider will be 0.375% of the Subsidy paid or payable by the Minister to the Service Provider, irrespective of whether any Subsidy is repaid or set off pursuant to clause 12.10.

46. **CONFIDENTIAL INFORMATION**

- 46.1 Subject to the Head Agreement and this Service Agreement, the party ("**receiving party**") to whom Confidential Information is disclosed by another party ("**disclosing party**") must not disclose Confidential Information to any person without first obtaining the disclosing party's written consent.
- 46.2 There will be no breach of the obligations of the receiving party under this Service Agreement if the Confidential Information is legally required to be disclosed or the circumstances of its disclosure are permitted by this Service Agreement.
- 46.3 The receiving party may disclose Confidential Information to its officers, employees, advisers, consultants and agents ("**Authorised Persons**") if:
- 46.3.1 the Authorised Person needs to know the Confidential Information for the performance of his or her duties under this Service Agreement;
 - 46.3.2 the receiving party first notifies the proposed disclosure to the disclosing party; and
 - 46.3.3 the receiving party first makes the Authorised Person aware of the confidential nature of the Confidential Information and requires the employee to treat it confidentially.
- 46.4 Despite anything else in this Service Agreement, it is a condition to any permitted disclosure that the receiving party must notify the disclosing party promptly if the receiving party becomes aware of any unauthorised disclosure by a third party. The receiving party must give the disclosing party all assistance reasonably required by that party in connection with any proceedings which it may institute against any persons for the disclosure.
- 46.5 The receiving party indemnifies the disclosing party against any loss or damage which the disclosing party may suffer or for which the disclosing party may become liable as a result of:
- 46.5.1 any disclosure or use of Confidential Information in breach of this Agreement by the receiving party; or
 - 46.5.2 any unauthorised disclosure or use by an Authorised Person of Confidential Information.
- 46.6 The Service Provider acknowledges that the Minister may disclose Confidential Information:
- 46.6.1 to Parliament, the Governor, Cabinet or a Parliamentary or Cabinet committee or subcommittee;
 - 46.6.2 where required by law to do so;
 - 46.6.3 to any agency, authority, instrumentality, Minister or officer of the State of South Australia to whom it is customary for the Minister to disclose information such as the Confidential Information (whether or not the Minister is legally obliged to do so); or
 - 46.6.4 for the purposes of prosecuting or defending any legal proceedings.

47. PERSONAL INFORMATION

- 47.1 The Service Provider will comply with the South Australian Government's Information Privacy Principles as if it were an agency to which the Information Privacy Principles apply.
- 47.2 The Minister may at any time, at its own cost, appoint a person to conduct an audit to ensure that the Service Provider is complying with its specific obligations under this clause.
- 47.3 To comply with this clause the Service Provider must:
- 47.3.1 ensure that before it collects Personal Information (or as soon as practicable after it has collected the information) the person to whom it relates is made aware of the following:
 - (a) the purpose for which the information is being collected (including for the purpose of fulfilling its obligations under the Head Agreement and this Service Agreement) and including the disclosure of that information to the Minister;
 - (b) if the collection is authorised or required by or under law, that the collection is so authorised; and
 - (c) the way in which the information will be used (including any disclosure) and stored;
 - 47.3.2 obtain written consent from each person to whom the Personal Information relates;
 - 47.3.3 only collect, use and disclose Personal Information for the purpose of fulfilling its obligations under the Head Agreement and this Service Agreement unless otherwise permitted under the Information Privacy Principles;
 - 47.3.4 take all reasonable measures to ensure that all Personal Information collected pursuant to the Head Agreement and this Service Agreement in its possession or under its control is kept in a secure area (within the Service Provider's premises or other location approved by the Minister), is securely stored and sufficient security measures are employed by the Service Provider to protect it against unauthorised access, destruction, disclosure or other misuse;
 - 47.3.5 immediately refer to the Minister any complaints received by the Service Provider about the Service Provider's treatment of Personal Information under the Head Agreement and this Service Agreement; and
 - 47.3.6 notify the Minister, as soon as practicable of any unauthorised disclosure to third parties or of any breach of the Head Agreement or this Service Agreement or any other Service Agreement executed under the Head Agreement in respect of Personal Information.

48. DISPUTE RESOLUTION

- 48.1 Except in a case of genuine urgency where a party seeks immediate interlocutory relief or other interim remedy, neither party may take legal proceedings in respect of any dispute in relation to the Head Agreement or this Service Agreement without attempting resolution in accordance with this clause.
- 48.2 Where a party is of the view that a dispute exists in connection with the Head Agreement or with this Service Agreement it may serve a written Notice on the other party detailing the nature of the alleged dispute.
- 48.3 Where Notice has been served in accordance with this clause, the Representative of each party or such other representative nominated by the Representative must meet

(including by way of telephone conference) at the earliest mutually convenient time and use reasonable endeavours to attempt to reach a satisfactory resolution to the dispute.

- 48.4 Where the parties reach a satisfactory resolution, the resolution will be recorded in writing and signed by the parties.
- 48.5 If the Representatives of each party (or such other representative nominated by the Representative) are unable to reach agreement on a resolution to the dispute in accordance with this clause, the parties may take such other action available to them under the Head Agreement, under this Service Agreement or at law.
- 48.6 Notwithstanding the existence of a dispute each party must continue to perform its obligations under the Head Agreement and all Service Agreements.

49. **SURVIVAL**

- 49.1 Clauses 12 (Payment of Subsidies), 14 (Repayment Event), 19 (Payment of Subsidies), 25 (Payment of Subsidies), 39 (Reports and Financial Information), 40 (Records), 41 (Audit by Minister), 43 (Insurance), 44 (Indemnity), 45 (Administration Fee), 46 (Confidential Information), 47 (Personal Information), and 48 (Dispute Resolution) survive any expiry or termination of the Head Agreement or this Service Agreement.

EXECUTED AS AN AGREEMENT

SCHEDULE 1
SERVICE AGREEMENT PARTICULARS

Item no.	Item	Particulars
1	Term	<p>Service Agreement Commencement Date: The date this Service Agreement is executed by the last of the parties.</p> <p>Service Agreement Expiry Date: One hundred and twenty (120) days after the latest occurring Completion of Training Date specified in a Schedule to this Service Agreement</p>
2	RTO Code	
3	Accountable Officer	
4	Insurance	<p>Public Liability: Twenty Million Dollars (\$20,000,000) for any one event or such other amount as the Minister reasonably determines from time to time. The insurance policy must note the interest of the Minister under the Head Agreement and Service Agreements. The Insurance policy must cover the Service Provider in respect of any claim arising from, or related to the Head Agreement or this Service Agreement.</p> <p>Professional Indemnity: Two Million Dollars (\$2,000,000) for any one event or such other amount as the Minister reasonably determines from time to time. The insurance policy must be maintained during the Term of this Service Agreement and on similar terms for a period of three (3) years after the expiration or earlier termination of this Service Agreement.</p>
5	Youth Officer	
6	Australian Business Number (ABN)	<p>For the Minister: 83524915929</p> <p>For the Service Provider:</p>
7	<i>Skills for All</i> Contract	Not applicable
8	Subsidies for Accredited Training	See below

Subsidies for Accredited Training

The Minister will make payments in accordance with this Schedule and the Directions.

- 8.1 The Minister will publish information about the Subsidy payable for each Unit of Competency. The Minister may at its absolute discretion set a Subsidy of \$0 for a Unit of Competency which forms part of a Full Qualification. Subject to compliance with this Service Agreement (including but not limited to clause 12 and this Schedule) and any Course Conditions, the Minister will pay the Service Provider the Subsidy set out in the published information for Units of Competency completed before the Completion of Training Date by Participants who have been enrolled in a Course in accordance with this Service Agreement. The Head Agreement and this Service Agreement do not oblige the Minister to pay the Subsidy for any person who has not been enrolled in a Course in accordance with this Service Agreement or for any Unit of Competency which is not subject to this Service Agreement or which is not completed before the Completion of Training Date.
- 8.2 In accordance with clause 12 of this Service Agreement, unless otherwise specified in a Course Condition, the Service Provider will be paid for each Unit of Competency reported for each Participant based on the AVETMISS Result Codes below.

AVETMISS Result Code	AVETMISS Result Code Descriptor
20	Competency achieved/pass
30	Competency not achieved/fail
51	Recognition of Prior Learning granted
52	Recognition of Prior Learning not granted

- 8.3 The Minister may from time to time and at its sole discretion accept applications from the Service Provider in accordance with the Directions for payment of a Subsidy for a Unit of Competency reported as the AVETMISS Result Code 70-AP (Academic Pass) and recorded as the Outcome identifier - Training Organisation field in the NAT 00120.
- 8.4 Participants will have three (3) attempts or such other number as the Minister may determine in the Directions to pass a Unit of Competency within a Course. An attempt is defined as a result for each Enrolment using the AVETMISS Result Codes 20, 30, 51 and 52. In this case the Minister will pay for the same Unit of Competency for each attempt, according to the AVETMISS Result Codes above. No Subsidy will be payable for any attempts beyond the limit set out or determined in accordance with this paragraph.
- 8.5 Once a Participant receives an AVETMISS Result Code 20 or 51 the Participant will no longer be entitled for further Subsidies for that Unit of Competency.
- 8.6 A Subsidy for AVETMISS Result Codes 51 or 52 will only be paid if delivered as part of a Full Qualification.
- 8.7 No Subsidy will be paid for:

AVETMISS Result Code	AVETMISS Result Code Descriptor
40	Withdrawn / discontinued
60	Credit transfer / national recognition
81	Non Assessable Enrolment - satisfactorily completed
82	Non Assessable Enrolment - withdrawn or not satisfactorily completed
90	Not yet available

- 8.8 The Minister may pay a completion payment (see following table) which will vary depending on the qualification (recognised under the Australian Qualifications Framework and which is listed in the National Register) issued by the Service Provider to a Participant and reported in STELA.

Qualification	Completion Payment
Certificate I / II	\$0
Certificate III / IV	\$200
Diploma and Advanced Diploma	\$400
Skill Sets	\$0
Skill Cluster	\$0

- 8.9 The Subsidy paid to a Service Provider may, at the Minister's absolute discretion, include an additional payment where the Service Provider has delivered a Course or Unit of Competency to a Participant outside the Adelaide metropolitan area, as that term is defined in the Directions.

- 8.10 Subject always to:

- a. receipt of a valid claim,
- b. all necessary supporting documentation and verification,
- c. submission of data that is complete, compliant and accurate as required by AVETMISS and WorkReady data collection Directions published by the Minister from time to time;

the Minister will calculate the Subsidy payable, as well as any additional payments, and make the appropriate payment to the Service Provider, at least monthly.

SCHEDULE 2
ELIGIBILITY AND ENTITLEMENT CRITERIA

Eligibility Criteria

A Prospective Participant is eligible to be a Participant if the Prospective Participant, on or after the Effective Date, either resides or works in South Australia and meets all the following criteria at the time of Enrolment into a Course:

- a) is an Australian or New Zealand citizen; or
- b) is a permanent Australian resident; or
- c) holds a State sponsored visa on a pathway to permanent residency; or
- d) holds a humanitarian temporary visa of a class specified by the Minister from time to time

and is:

- e) aged 16 years or over, and not enrolled in school; or
- f) aged 16 years or over, enrolled in school and undertaking training through WorkReady subsidised arrangements; or
- g) undertaking training through a Training Contract as an apprentice or trainee.

The nature and extent of the Subsidy available will depend on the criteria described below.

Entitlement Criteria

1. If, at the time of first enrolment from the Effective Date, a Participant seeks to enrol in a Course and the Participant does not hold a non-school qualification (from a Certificate I level up to and including a doctorate) or is a Jobseeker (as defined in this Schedule), the Participant will, subject to the assessment of the Participant's learning and support needs in accordance with clause 29, be entitled to access a subsidised training place for:
 - 1.1. one Foundation Skills Course if assessed by the Service Provider to require one pursuant to clause 29;
 - 1.2. one Course selected from the Certificate II level;
 - 1.3. two Courses selected from the Certificate III to Advanced Diploma level;
 - 1.4. up to five Bridging Units at every qualification level; and
 - 1.5. unlimited Priority Courses.
2. If, at the time of first enrolment from the Effective Date, a Participant seeks to enrol in a Course and the Participant has a non-school qualification at Certificate II level or lower, the Participant will, subject to the assessment of the Participant's learning and support needs in accordance with clause 29, be entitled to access a subsidised training place for:
 - 2.1. one Foundation Skills Course if assessed by the Service Provider to require one pursuant to clause 29;
 - 2.2. two Courses selected from the Certificate III to Advanced Diploma level;
 - 2.3. up to five Bridging Units at every qualification level; and
 - 2.4. unlimited Priority Courses.

3. If, at the time of first enrolment from the Effective Date, a Participant seeks to enrol in a Course and the Participant has a non-school qualification at Certificate III level or above (including a qualification from a university), the Participant will, subject to the assessment of the Participant's learning and support needs in accordance with clause 29, be entitled to access a subsidised training place for:
 - 3.1. one Foundation Skills Course if assessed by the Service Provider to require one pursuant to clause 29;
 - 3.2. one Course selected from the Certificate III to Advanced Diploma level;
 - 3.3. up to five Bridging Units at every qualification level; and
 - 3.4. unlimited Priority Courses.
4. The entitlements for each Participant set in this Schedule are a limitation on the Participant's entitlements to enrol in Accredited Training from any service provider which is delivering Accredited Training as part of the Minister's WorkReady policy and not just a limit on the Participant's entitlements to receive Accredited Training from the Service Provider.

Limitations on Enrolment

5. A Service Provider must not enrol a Participant into a Course, if the completion of the Course would result in the Participant exceeding his or her entitlement for subsidised training as described in this Schedule 2.
6. Subject to paragraph 7, a Participant may only be enrolled in two Courses (including Priority Courses) contemporaneously.
7. A School Enrolled Participant may only be enrolled in one Course (including Priority Courses).
8. A Participant enrolled in a Foundation Skills Course cannot be enrolled in another Course unless and until the Participant has completed the Foundation Skills Course or the Service Provider has closed the Participant's Training Account for the Foundation Skills Course.
9. A Participant may be enrolled in a Foundation Skills Course if assessed by the Service Provider to require one pursuant to clause 29, regardless of the Participant's previous qualification level.
10. A School Enrolled Participant must not be enrolled in a Foundation Skills Course or a Bridging Unit.
11. A Participant who is enrolled pursuant to paragraphs 1, 2 and 3 above may only receive funded training for a maximum of two Courses selected from Certificate III to Advanced Diploma level. This limitation does not apply to Priority Courses.
12. A Participant who is enrolled pursuant to paragraph 1, may only receive funded training for a maximum of two Courses selected from Certificate I and II level. If enrolled under paragraph 2 and 3, a Participant may receive a maximum of 1 Foundation Skills Course (at a Certificate I or II level) if assessed by the Service Provider to require one. This limitation does not apply to Priority Courses.

Definitions

In this Schedule 2, the following terms have the following meanings:

13. **Jobseeker** means a Participant who is actively seeking employment, is unemployed and is registered with an Employment Services Provider contracted by the Commonwealth Government.
14. The location of the residence or work place of a Participant is determined by postcode of the usual place of residence or place of work.
15. The time of Enrolment is the date that the Service Provider establishes a Training Account after accepting an Enrolment from the Participant.
16. A Priority Course is a Course which is identified as a Priority Course in information published by the Minister from time to time.
17. A School Enrolled Participant is a Participant who is enrolled in a secondary school and is undertaking his or her SACE or an interstate equivalent.
18. SACE is the South Australian Certificate of Education.
19. The Effective Date for the purposes of this Schedule 2 is **1 October 2015**.

SCHEDULE 3
STANDARD ACCREDITED TRAINING

Agreement ID:

Training Commencement Date: The date this Service Agreement is executed by the last of the parties.

Enrolment End Date: 1 August 2020

Completion of Training Date: 1 August 2021

[SCHEDULE OF COURSES]

SCHEDULE 4
EPSA ACCREDITED TRAINING

If the Minister issues a Schedule 4 to the Service Provider pursuant to clause 17.2, the Schedule 4 will be issued on a template as determined by the Minister from time to time.

SCHEDULE 5
WORKREADY QUALIFICATION QUOTAS

If the Minister issues a Schedule 5 to the Service Provider pursuant to clause 23.2, the Schedule 5 will be issued on a template as determined by the Minister from time to time.