

# NATIONAL PARTNERSHIP AGREEMENT ON PRE-APPRENTICESHIP TRAINING

Council of  
Australian  
Governments

An agreement between

- the **Commonwealth of Australia** and
- the **States and Territories**, being:
  - ◆ The State of New South Wales
  - ◆ The State of Victoria
  - ◆ The State of Queensland
  - ◆ The State of Western Australia
  - ◆ The State of South Australia
  - ◆ The State of Tasmania
  - ◆ The Australian Capital Territory
  - ◆ The Northern Territory of Australia

This Agreement will contribute to increasing the number of pre-apprenticeship training opportunities that are available, thereby resulting in an increased number of individuals taking up formal Australian Apprenticeship training in traditional trade occupations.



# National Partnership agreement on Pre-Apprenticeship Training

## INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

### PRELIMINARIES

1. This National Partnership agreement (the Agreement) is created subject to the provisions of the [Intergovernmental Agreement on Federal Financial Relations](#) and should be read in conjunction with that Agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
2. This Agreement will contribute to increasing the number of pre-apprenticeship training opportunities that are available, thereby resulting in an increased number of better prepared individuals taking up formal Australian Apprenticeship training in traditional trade occupations.
3. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties. In particular, this Agreement is complementary to the National Agreement for Skills and Workforce Development, which affirms the commitment of all Governments to work in partnership, and with businesses and industry, to develop the skills of the Australian people; and the National Education Agreement, which includes among its objectives that young people will make a successful transition from school to work and further study.
4. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage (for example, the reform commitments provided in the [National Indigenous Reform Agreement](#)) and those commitments are embodied in the objectives and outcomes of this Agreement.

### PART 1 – FORMALITIES

#### Parties to this Agreement

5. This National Partnership (the "Agreement") is between the Commonwealth of Australia (the "Commonwealth") and the States and Territories.

#### Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2011.

7. An Implementation Plan will be agreed between the Commonwealth and each of the jurisdictions with a successful application for funding. Implementation Plans will commence as soon as they are agreed, or at a date specified in the Implementation Plan.

## Enforceability of the Agreement

8. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.
9. Where a State or Territory is a Party to this Agreement and is not successful in receiving funds through the project submission process, they will not be held accountable for matters relating to this Agreement.

## Delegations

10. The relevant Commonwealth Minister with portfolio responsibility for Australian Apprenticeships is authorised to agree or amend Schedules, including Implementation Plans, to this Agreement and to certify that payments may be made on the achievement of performance benchmarks specified under this Agreement.
11. Respective State and Territory Ministers with portfolio responsibility for Apprenticeships and Traineeships are authorised to agree or amend Schedules, including Implementation Plans, to this Agreement.

## Interpretation

12. For the purposes of this Agreement:

**Agreement** means this document, embracing the clauses, information in the signatures page, Implementation Plans and any Schedules.

**Australian Apprenticeships** are an employment arrangement which combines paid work and structured training (both on the job and off the job) which leads to nationally recognised qualifications and skills which allow the individual to work in their chosen field upon completion.

**Pre-Apprenticeship training** is training that is designed and intended to lead into an Australia Apprenticeship. This training generally involves both theoretical and work experience components and provides credit towards the first year of the "off-the-job" component of an apprenticeship. Pre-apprenticeship training is frequently targeted at traditional trades and has a greater focus on industry specific skills over general employability skills.

## PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

### Objectives

13. This Agreement will assist in achieving the objectives set out in the National Agreement on Skills and Workforce Development that:
  - a. all working aged Australians have the opportunity to develop the skills and qualifications needed, including through a responsive training system, to enable them to be effective participants and contributors to the modern labour market.

- b. individuals are assisted to overcome barriers to education, training and employment, and are motivated to acquire and utilise new skills; and
- c. Australian industry and businesses develop, harness and utilise the skills and abilities of the workforce.

## Outcomes

- 14. This Agreement will contribute to the following outcomes:
  - (a) an increase in the number of pre-apprenticeship training opportunities that are available; and
  - (b) an increased number of better prepared individuals having the option of taking up formal Australian Apprenticeship training.

## Outputs

- 15. The objectives and outcomes of this Agreement will be achieved through programs and projects described in individual Implementation Plans. Implementation Plans will specify outputs which are consistent with this Agreement and the Assessment Guidelines and Eligibility Criteria (Schedule A).

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

- 16. To realise the objectives and commitments in this Agreement, the Commonwealth and the States and Territories have specific roles and responsibilities, as outlined in the project-based Implementation Plans attached as Schedules to this Agreement. In general, the role of the Commonwealth and the States and Territories are outlined below.

### Role of the Commonwealth

- 17. The Commonwealth agrees to be accountable for the following roles and responsibilities:
  - (a) assessing and determining which projects are to be funded under this Agreement in accordance with the assessment guidelines and project eligibility criteria at Schedule A;
  - (b) providing funding to the States and Territories to support the delivery of projects under this Agreement; and
  - (c) monitoring and assessing the performance in the delivery of projects under this Agreement.

### Role of the States and Territories

- 18. The States and Territories agree to be accountable for the following roles and responsibilities:
  - (a) working with the Commonwealth to develop Implementation Plans based on the details provided in funding applications;
  - (b) delivering projects in accordance with Implementation Plans attached as Schedules to this Agreement; and

- (c) reporting on the delivery of projects as set out in Part 4 – Performance Benchmarks and Reporting.

## Shared roles and responsibilities

- 19. The Commonwealth and the States and Territories share the following roles and responsibilities:
  - (a) participating in consultations as appropriate regarding the implementation of this Agreement;
  - (b) negotiating new or revised Schedules, including Implementation Plans, to this Agreement; and
  - (c) conducting evaluations and reviews of services and outputs delivered under this Agreement.

## PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

### Performance indicators

- 20. Achievement of the objectives and outcomes in this Agreement will be informed with reference to the following performance indicators:
  - (a) the number of pre-apprenticeship training opportunities available; and
  - (b) the number of individuals from target groups, as identified in individual Implementation Plans, who undertake pre-apprenticeship training.

### Performance benchmarks

- 21. Due to the State and/or Territory-specific aspects of the projects that will be funded through this National Partnership Agreement, Performance Benchmarks will be specified in Implementation Plans.
- 22. The Parties agree to meet the Performance Benchmarks for Projects specified in the Implementation Plans.

### Reporting arrangements

- 23. Each State and Territory will prepare a final Program Report within 90 days of the completion of all the projects agreed under Implementation Plans. The Program Report will be a stand-alone document that can be used for public information dissemination purposes regarding the Program. The final Program Report will:
  - (a) describe the conduct, benefits and outcomes of the Program as a whole, and, to the fullest extent possible, information on the number of program participants who subsequently articulate into an Australian Apprenticeship; and
  - (b) evaluate the Program from the State and/or Territory's perspective, including assessing the extent to which the objective has been achieved against the key performance benchmarks

and indicators contained in Implementation Plans over the period of the Program, and explaining why any aspect was not achieved.

## PART 5 – FINANCIAL ARRANGEMENTS

### Financial contributions

24. The Commonwealth will provide funding to the States and Territories as set out in the Implementation Plans.
25. The amount the Commonwealth will pay to a State or Territory will be clearly specified against performance benchmarks in the Implementation Plans.
26. The Commonwealth's funding contribution will not be reduced where a State or Territory secures funding from other activity partners through innovative and collaborative partnerships.
27. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States and Territories paid in accordance with *Schedule D – Payment Arrangements* of the *Intergovernmental Agreement on Federal Financial Relations*, are shown in Table 1.

**Table 1: Estimated financial contributions**

(\$ million)	Year 1	Year 2	Total
Estimated total budget (1)	4.0	16.0	20.0
<i>less</i> estimated <b>National Partnership payment</b> (2)	<b>4.0</b>	<b>16.0</b>	<b>20.0</b>
Commonwealth own purpose expense (4)	0.0	0.0	0.0
<b>Total Commonwealth contribution</b> (2) + (4)	4.0	16.0	20.0

### Project management risk

28. Having regard to the agreed estimated costs of projects specified in an Implementation Plan, a State or Territory will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, the States and Territories bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States and Territories to deliver projects cost effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Dispute resolution

29. Any Party may give notice to other Parties of a dispute under this Agreement.
30. The relevant Ministers will attempt to resolve any dispute in the first instance.
31. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

## Variation of the Agreement

32. The Agreement may be amended at any time by agreement in writing by all the Parties.
33. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.



The Parties have confirmed their commitment to this agreement as follows:

*Signed for and on behalf of the Commonwealth of Australia by*

---

**The Honourable Kevin Rudd MP**  
Prime Minister of the Commonwealth of Australia  
19 April 2010

*Signed for and on behalf of the State of New South Wales by*

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**The Honourable Kristina Keneally MP**  
Premier of the State of New South Wales  
19 April 2010

*Signed for and on behalf of the State of Victoria by*

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**The Honourable John Brumby MP**  
Premier of the State of Victoria  
19 April 2010

*Signed for and on behalf of the State of Queensland by*

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**The Honourable Anna Bligh MP**  
Premier of the State of Queensland  
19 April 2010



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Chief Minister of the Australian Capital Territory  
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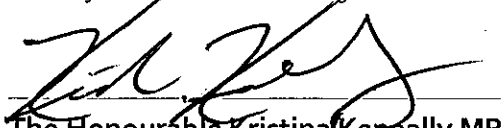
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Premier of the State of New South Wales

~~19 April 2010~~    **27 APR 2010**

*Signed for and on behalf of the  
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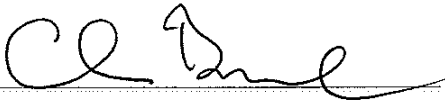
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Chief Minister of the Northern Territory of Australia

19 April 2010

# Assessment guidelines and project eligibility criteria

## NATIONAL PARTNERSHIP AGREEMENT ON PRE-APPRENTICESHIP TRAINING

### ASSESSMENT GUIDELINES

#### Guidelines for funding proposals

- A1 The Guidelines for the Increased Pre-Apprenticeship Training Opportunities measure are at Schedule B.
- A2 These Guidelines:
  - (a) assist eligible applicants to submit project proposals for funding under the Increased Pre-Apprenticeship Training Opportunities element of the Apprentice Kickstart package;
  - (b) assist the Commonwealth in assessing and recommending projects; and
  - (c) set out arrangements for the administration and delivery of the Increased Pre-Apprenticeship Training Opportunities element.

### PROJECT ELIGIBILITY CRITERIA

#### Selection Criteria

- A3 Projects under the Increased Pre-Apprenticeship Training Opportunities measure will be assessed against the selection criteria contained at section 4.2 of the Increased Pre-Apprenticeship Training Opportunities Guidelines.

# Apprenticeship Kickstart Package

## Increased pre-apprenticeship training opportunities

### Guidelines

### January 2010

NATIONAL PARTNERSHIP AGREEMENT ON  
PRE-APPRENTICESHIP TRAINING

## Table of Contents

<b>1. INTRODUCTION .....</b>	<b>14</b>
1.1 Background.....	14
1.2 Purpose of the Guidelines .....	14
1.3 Description .....	14
1.4 Timing .....	14
1.5 Pre-Apprenticeship Training .....	15
1.6 Objectives, Objectives and Outputs.....	15
1.7 COAG Aims .....	15
1.8 Further Information .....	15
<b>2. ELIGIBILITY .....</b>	<b>16</b>
2.1 Eligible parties .....	16
<b>3. PROJECTS .....</b>	<b>16</b>
3.1 Types of projects.....	16
3.2 Target Groups.....	17
3.3 Target Industries .....	17
3.4 Mandatory requirements .....	17
3.5 Preferred requirements.....	19
3.6 Project funding .....	19
<b>4. APPLYING FOR FUNDING .....</b>	<b>19</b>
4.1 How to apply for funding .....	19
4.2 Selection criteria.....	19
4.3 Duration and amount of funding.....	21
4.4 Application Ownership .....	21
4.5 Seeking Clarification from the DEEWR .....	21
4.6 Acknowledging the receipt of Applications.....	21
<b>5. ASSESSING APPLICATIONS .....</b>	<b>21</b>
5.1 Assessing applications .....	21
<b>6. BUSINESS ALLOCATION .....</b>	<b>22</b>
6.1 Decision and negotiation .....	22
6.2 Notification of funding .....	22
6.3 Project Governance .....	23
<b>7. IMPLEMENTATION PLANS AND REPORTING REQUIREMENTS .....</b>	<b>23</b>
7.1 Implementation Plans and monitoring and reporting requirements .....	23
7.2 Varying a project/Implementation Plan.....	23
7.3 Marketing and Communication requirements .....	23
7.4 Ownership of project assets .....	24
<b>8. LEGAL REQUIREMENTS.....</b>	<b>24</b>
8.1 Privacy.....	24
8.2 Freedom Of Information.....	25
8.3 Discrimination .....	25
8.4 Fraud.....	25

8.5 Maintaining Commonwealth records ..... 26

**APPENDIX 1 ..... B-1**

## 1. Introduction

### 1.1 Background

The *Apprentice Kickstart* package was jointly announced by the Deputy Prime Minister, the Hon Julia Gillard MP and Senator the Hon Mark Arbib, Minister for Employment Participation, on 16 October 2009. The package includes two elements designed to counteract the impact of the global recession on Australian Apprenticeships commencements and retention. It also aims to increase opportunities for young people to transition from school to trade training, improving their chances of engaging with long term employment.

The first element of the package is an \$80 million *Apprentice Kickstart Bonus* for employers of Australian Apprentices in skills shortage trades.

The second element is \$20 million to be provided to State and Territory governments to develop and expand innovative programs and projects which provide increased opportunities for school leavers to engage with pre-apprenticeship training.

The *Increased Pre-Apprenticeship Training Opportunities* element (this initiative) will provide funding of at least \$50,000 per program/project aimed at assisting at least 10 individuals.

This initiative will be administered by the Department of Education, Employment and Workplace Relations (DEEWR) through a National Partnership agreement and individual Implementation Plans with relevant State Training Authorities.

### 1.2 Purpose of the Guidelines

The purpose of these Guidelines is to assist eligible applicants to submit project proposals for funding under the *Increased Pre-Apprenticeship Training Opportunities* element of the *Apprentice Kickstart* package.

The Guidelines will also assist DEEWR in assessing and recommending projects.

The Guidelines set out arrangements for the administration and delivery of the *Increased Pre-Apprenticeship Training Opportunities* element.

### 1.3 Description

Funding will be available for States and Territories to develop and manage innovative programs and projects which increase the number of pre-apprenticeship training opportunities in their jurisdictions.

### 1.4 Timing

Funding is available for State and Territory governments from 1 April 2010 to 30 June 2011 to develop and expand the provision of pre-apprenticeship training opportunities predominantly in skills shortage traditional trades.

### **1.5 Pre-Apprenticeship Training**

Pre-apprenticeship training is training that is designed and intended to lead into an apprenticeship. This training generally involves both theoretical and work experience components.

Pre-apprenticeship training is distinct from pre-vocational or job readiness courses in that it generally provides credit towards the first year of the “off-the-job” component of an apprenticeship.

Pre-apprenticeship training is frequently targeted at traditional trades and has a greater focus on industry specific skills over general employability skills.

### **1.6 Objectives, Outcomes and Outputs**

Please refer to the National Partnership, *Part 2 — Objectives, Outcomes and Outputs*.

### **1.7 COAG Aims**

The *Increased Pre-Apprenticeship Training Opportunities* measure aims to compliment the Council Of Australian Government (COAG) outcomes of:

- All children are engaged in and benefitting from school;
- Young people make a successful transition from school to work and further study;
- The working age population has the depth and breadth of skills and capabilities required for the 21<sup>st</sup> century labour market; and
- The supply of skills provided by the national training system responds to meet changing labour market demands.

Projects and programs, including recruitment and selection of participants, must work to support the successful achievement of COAG endorsed outcomes.

### **1.8 Further Information**

If you require further information on the *Increased Pre-Apprenticeship Training Opportunities*, you may contact:

Director  
Pathways and Connections Section

Australian Apprenticeships Branch

Email: [Pre-apprenticeships@deewr.gov.au](mailto:Pre-apprenticeships@deewr.gov.au)

## 2. Eligibility

### 2.1 Eligible parties

Only State and Territory governments are eligible to submit a proposal for funds under the *Increased Pre-Apprenticeship Training Opportunities* measure.

Submission of a proposal does not guarantee access to funding under this measure.

## 3. Projects

### 3.1 Types of projects

DEEWR recognises that each State and Territory government has their own existing pre-apprenticeship arrangements as well as their own strategies for future pre-apprenticeships activity.

Therefore, DEEWR is seeking proposals for projects that the respective jurisdiction believes will result in the greatest impact on:

- preparing individuals for an Australian Apprenticeship;
- increasing the number of suitable individuals entering and Australian Apprenticeship; and
- improving retention and completion rates of Australian Apprentices.

Proposals received by DEEWR must outline the project to be delivered; the timeframe that the project will operate within; the expected outcomes; and the amount of funding required.

Activity identified in proposals should be additional to that which that State and Territory government is already engaged in delivering. Proposals will not be funded unless they clearly demonstrate how the activities to be funded are additional (not currently provided or not recently provided) to those already delivered by the jurisdiction.

Additional activity can be demonstrated as either:

- (a) new/alternative project models;
- (b) providing additional participant places in existing programs/projects; or
- (c) a combination of both.

Where (b) is the case, evidence of outcomes sought, successes of the existing model or strategies to manage potential weaknesses in existing model must be addressed in the application. It is not the purpose of this funding to support existing programs/projects unless they be of significant merit, or capable of being such with contribution from the jurisdiction to



address any weaknesses. Funding delivered through this measure is to be used primarily to provide additional participant places.

Jurisdictions will be encouraged to partner with appropriate organisations (such as Group Training Organisations and Industry Groups) to maximise opportunities and capitalise on their expertise, resources and networks.

Where possible, proposals should show how projects would be sustained after 30 June 2011 without Commonwealth funding.

### **3.2 Target Groups**

While projects under the *Increased Pre-Apprenticeship Training Opportunities* element can be aimed at all individuals, they should focus on young people aged 19 years and under to make up the majority of participants.

Consideration will be also be given to proposals which focus on delivering pre-apprenticeship training to individuals of any age where the proposal is focused on Indigenous Australians, people with disability and other disadvantaged groups. The National Partnership on pre-apprenticeship training recognises the need to provide all Australians with access to pre-apprenticeship training to better prepare themselves for articulation into an Australian Apprenticeship pathway.

Consideration will also be given to innovative proposals that build on existing jurisdiction or commonwealth investments.

The actual number of participants to be assisted under this initiative will depend on the proposals received from each jurisdiction. Proposals will need to identify the number of pre-apprenticeship training places they will provide as well as a target rate for articulation to Australian Apprenticeship outcomes.

### **3.3 Target Industries**

Projects funded under the *Increased Pre-Apprenticeship Training Opportunities* measure should target occupations in national skills shortage as listed on the National Skills Needs List (Appendix 1).

Projects which target occupations in a locally identified skills shortage area will also be considered (with evidence).

Projects must satisfy the following mandatory requirements:

### **3.4 Mandatory requirements**

#### **(I) Provision of at least 300 hours of face-to-face training**

- This training must lead to a Certificate level qualification or a Statement of Attainment. This may be done through specific Australian Apprenticeship Certificate III or IV level trade-specific competencies which will then provide Recognition of Prior Learning upon articulation. Certificate I or II level Employability Skills competencies may also be delivered as part of the training. Training should include occupational

health and safety; career information; communication skills; and literacy and numeracy skills appropriate to the workplace.

**(II) Provision of a pathway for credit recognition**

- Training should provide for recognition of trade learning acquired through the course towards an Australian Apprenticeship that leads to an occupation on the National Skills Needs List (Appendix 1) or a qualification in a locally identified skills shortage area.

**(III) A focus on opportunities for young people aged 19 years and under, particularly school leavers**

- This demographic group should make up the majority of participants.
- Projects can also be aimed at individuals aged over 19 years where the focus is on individuals in rural and remote locations, Indigenous Australians, people with disability and other disadvantaged groups.

**(IV) Appropriately trained and qualified staff must deliver the face-to-face training and case management for the duration of the project. These staff must meet appropriate Working With Children requirements where appropriate under State and Territory legislation.**

**(V) The training must be delivered in premises and with resources suitable to facilitate the proposed training.**

**(VI) Legislation and Insurance requirements**

- Successful applicants must adhere to all relevant State/Territory legislation and insurance requirements.

**(VII) Strategies to recruit and select suitable course participants.**

- The assessment process should include the provision of one-on-one 'pre-course' assessment for all participants to identify current skill level and any potential barriers to completing the program and moving into an Australian Apprenticeship.

**(VIII) An undertaking from industry and employers to support this training**

- This support should be through work site placements and provision of mentoring. This undertaking must be evidenced in the form of a supporting Statement included as part of the application.
- This support should also be through an agreement to employ a percentage of graduating participants. This undertaking must also be evidenced in the form of a supporting Statement included as part of the application.

### 3.5 Preferred requirements

Proposals will be considered favourably where jurisdictions demonstrate how projects will also:

#### (I) Partner with an Australian Apprenticeships Centre

- In order for Australian Apprenticeships Centre staff to deliver information and other services to training participants as part of the project.

#### (II) Provide one-on-one 'post-course' assessment for all participants

- This assessment should discuss their individual course outcomes and link participants to other career information and support mechanisms following the completion of the program.
- This assessment should determine recognition of learning which may reduce the time taken to complete an Australian Apprenticeship.

#### (III) Utilise existing community infrastructure and/or Trade Training Centres in the delivery of the project.

#### (IV) Co-contributions by jurisdictions in cash or kind to support project/program activity.

The breakdown of funding will be determined on a project-by-project basis as it is expected that the funding provided will vary depending on the nature of each project application.

### 3.6 Project funding

It is expected that all projects will include an establishment fee of 20% of the total project costs.

## 4. Applying for funding

### 4.1 How to apply for funding

State and Territory governments will apply for funding by completing an *Application for funding to conduct a project under the Increased Pre-Apprenticeship Training Opportunities* measure (Appendix 2).

This form will be provided by DEEWR directly to each State and Territory government.

Details on how to submit an application for funding is detailed on the Application Form.

The following criteria will be used to determine which projects are funded:

### 4.2 Selection criteria

1. the number of participants to be assisted under the project and the

extent to which these participants consist of school leavers and young people aged 19 years and under, except where the project is focussing on individuals in disadvantaged groups;

2. the quality of the proposed training, including the pre-course assessment of individuals and recognition of credit for training undertaken by individuals during the project/program;
3. evidence that this project will increase the number of individuals undertaking pre-apprenticeship training in the jurisdiction;
4. evidence that this training will provide participants with a greater understanding of an Australian Apprenticeship as well as skills that will be recognised upon articulating into an Australian Apprenticeship;
5. demonstrated capacity to manage and deliver the training; and
6. strong links to the industry and employers, including securing work site placements, mentoring and the employment of a percentage of graduating participants.

In addition the following matters will also be considered when determining which projects are funded:

7. industry coverage (to ensure a range of skills are supported);
8. national or local skills shortages areas addressed;
9. if, and how, the project intends to assist Indigenous Australians, people with disability and other disadvantaged groups;
10. a relative comparison to other project proposals received;
11. demonstrated degree of innovation, long term sustainability and prior history; and
12. value for money within the total amount of funding available.

#### **4.3 Duration and amount of funding**

Successful applications for funding to conduct a project under the *Increased Pre-Apprenticeship Training Opportunities* measure will be funded through Implementations Plans under the National Partnership agreement expected to commence from 1 April 2010 and to conclude by 30 June 2011.

Each Implementation Plan will be for at least \$50,000 and should aim to assist a minimum of 10 individuals.

However, the Department recognises that projects involving targeted or intensive training aimed at a specific cohort (such as those in rural and remote locations, Indigenous Australians, people with disability etc) may result in a lesser number of individuals being assisted.

#### **4.4 Application Ownership**

Once lodged, the application becomes the property of DEEWR. The Department may copy any of the material required to conduct its assessments.

#### **4.5 Seeking Clarification from the DEEWR**

During the application preparation period jurisdictions may contact DEEWR to clarify sections of the guidelines or proposal requirements at any time.

#### **4.6 Acknowledging the receipt of Applications**

DEEWR will acknowledge the receipt of each application with the contact person identified on the Application Form within 10 working days of receipt.

## **5. Assessing Applications**

#### **5.1 Assessing applications**

The approval for funding is a merit-based process, noting that not all proposals will receive funding. Proposals will be assessed against the selection criteria above.

Applicants should be aware that funding will not be provided twice by the Australian Government for the same activity, nor will funding be provided for existing activity that will not be increased or extended through the provision of funding from the Commonwealth.

A panel of DEEWR staff will assess and prioritise proposals submitted by State and Territory governments.

This process will:

- identify the strongest applications, and
- provide for an appropriate distribution of the overall national budget.

On the basis of this assessment, DEEWR will develop a national schedule of projects recommended for approval by the Australian Government Minister for Education (or her delegate). The decision of the Australian Government Minister for Education (or her delegate) is final.

DEEWR reserves the right to seek information and advice from industry or other independent representatives on the merits of applicants and projects.

Where an application fails to satisfactorily address a selection criterion it may be excluded from further consideration.

DEEWR may, but is not required to, seek further information about an application where it believes it is incomplete or unclear.

DEEWR has the right to disclose information on organisations involved in the program including types of infrastructure funded under the program, the outcomes of activities funded under the program and levels of funding. DEEWR is also required to publically report details of all grants.

## 6. Business Allocation

### 6.1 Decision and negotiation

Following the Minister for Education's decision, DEEWR will enter a negotiation period and develop Implementation Plans with successful jurisdictions to document the activity which will take place and the levels of funding.

### 6.2 Notification of funding

Successful applicants will receive a letter of offer outlining the project and the amount of funding to be allocated (including a schedule of allocated funds).

Following receipt of the letter of offer and any negotiation, an Implementation Plan will be developed between DEEWR and the relevant State or Territory government and signed by the respective delegates. The Department of Prime Minister and Cabinet and the Commonwealth Treasury Department will also be consulted in the negotiation of the Implementation Plans.

The Implementation Plans will include details of:

- the project approved;
- total funding by project to be granted by the Australian Government;
- a payment schedule;
- expected commencement (by) and completion date;
- additional conditions for payments (where applicable).

State and Territory governments must enter legally binding arrangements with eligible applicants or eligible organisation consortia for approved projects. Eligible applicants or eligible organisation consortia may enter subcontracts with companies in relation to projects.

Unsuccessful applicants will be given the opportunity to receive feedback on their proposal and the reasons it was not successful.

DEEWR will maintain an ongoing national coordination role, including monitoring milestones identified in Implementation Plans, national participant numbers and outcome achievement. DEEWR will also work with jurisdictions and their partner organisations to ensure the maximisation of opportunities and outcomes in each project location.

### **6.3 Project Governance**

## **7. Implementation Plans and Reporting Requirements**

### **7.1 Implementation Plans and monitoring and reporting requirements**

The Implementation Plans will outline the conditions of funding, including agreed reporting requirements.

The amount and timing of payments for each project will be specified in the Implementation Plans as agreed between DEEWR and the relevant jurisdiction and will include details of relevant performance targets or milestones.

Payments are subject to provider compliance with the terms of funding provision, program monitoring and reporting obligations

### **7.2 Varying a project/Implementation Plan**

If a project's scope and/or projected budget changes from the amount set out in the Implementation Plan between DEEWR and the State or Territory government by more than 10%, a written variation request must be submitted to DEEWR by the State or Territory government for consideration by the Australian Government Minister for Education or delegate as soon as practicable after the jurisdiction becomes aware of that change to the projected budget.

Any agreed variations are to be offset within the total funding amount set out in the Implementation Plan between DEEWR and the State or Territory government, or met by the State or Territory government.

If DEEWR's approval for a project is withdrawn, unused funds paid to the State or Territory government under the Implementation Plan for that project must be returned to DEEWR.

### **7.3 Marketing and Communication requirements**

Any marketing material produced for use in relation to a project under the *Increased Pre-Apprenticeship Training Opportunities* measure must include recognition of Commonwealth funding.

DEEWR requires at least 4 weeks notice of official launches of projects funded under this measure. The relevant Commonwealth Ministers

#### 7.4 Ownership of project assets

must be invited to any official launches or events.

Any assets that are purchased by State or Territory governments with funding provided for projects under the *Increased Pre-Apprenticeship Training Opportunities* measure will be the property of the jurisdiction.

At the conclusion of the Implementation Plan, it is expected that the jurisdiction will continue to use these assets to improve training and outcomes for Australians.

## 8. Legal Requirements

### 8.1 Privacy

The Department is bound by the provisions of the Commonwealth *Privacy Act 1988*. Section 14 of the *Privacy Act* contains Information Privacy Principles (IPPs) which prescribe the rules for handling personal information.

States and Territories are similarly bound by relevant legislation in their jurisdictions in regard to privacy when handling personal information collected for the purposes of that scheme/program and must abide by that legislation in regards to this program.

In particular, the DEEWR must ensure that:

- personal information is collected in accordance with IPPs 1-3;
- suitable storage arrangements, including appropriate filing procedures are in place;
- suitable security arrangements exist for all records containing personal information;
- access to a person's own personal information held by the organisation is made available to the person;
- records are accurate, up-to-date, complete and not misleading;
- where a record is found to be inaccurate, the correction is made;
- where a person requests that a record be amended because it is inaccurate but the record is found to be accurate, the details of the request for amendment are noted on the record;
- the personal information is only to be used for the purposes for which it was collected, unless an exception in IPP 10 applies; and
- personal information is only disclosed in accordance with IPP 11.

Complaints about breaches of privacy by DEEWR should be referred to the Privacy Contact Officer, Administrative Law Branch of the Legal, Investigations and Procurement Group.

By Mail: Privacy Contact officer, Administrative Law Branch, DEEWR



C148CW2, GPO Box 9880, CANBERRA ACT 2601

Privacy complaints can be made directly to the Federal Privacy Commissioner, however the Federal Privacy Commissioner will generally prefer that the Department be given an opportunity to deal with the complaint in the first instance.

## 8.2 Freedom Of Information

All documents in the possession of the Department are subject to the *Freedom of Information Act 1982 (Cth)* ("FOI Act") and relevant State and Territory legislation. The FOI Act creates a general right of access to documents in the possession of DEEWR and this right of access is limited only by the exceptions and exemptions necessary for the protection of essential public interests and private and business affairs of persons in respect of whom the information relates.

Decisions regarding request for access to documents under the FOI Act will be made by an authorised decision maker in accordance with the requirements of the FOI Act.

All FOI requests are to be referred to the FOI Coordinator, Administrative Law Branch, Legal, Investigations and Procurement Group.

By mail: FOI Coordinator, Administrative Law Branch, DEEWR, C148CW2, GPO Box 9880, CANBERRA ACT 2601

By email: [foi@deewr.gov.au](mailto:foi@deewr.gov.au)

## 8.3 Discrimination

Actions of State and Territory governments under the *Increased Pre-Apprenticeship Training Opportunities* measure may be subject to the provisions of the following Acts, which are designed to prevent discriminatory practices:

- *Racial Discrimination Act 1975*;
- *Sex Discrimination Act 1984*;
- *Human Rights and Equal Opportunity Commission Act 1986*;
- *Disability Discrimination Act 1992*;
- *Child Protection (Prohibited Employment) Act 1998 (NSW)*, *Commission for Children and Young People Act 1998 (NSW)*, *Commission for Children and Young People Act 2000 (Qld)*, and other State-based legislation relevant to working with children.

## 8.4 Fraud

Giving false or misleading information is a serious offence under the Commonwealth *Criminal Code Act 1995*.

DEEWR staff, under their audit and investigation functions, may require access to providers' premises and information without notice, and that staff may also access, copy and retain files and documents where appropriate.

**8.5 Maintaining Commonwealth records**

It is a requirement under the *Archives Act 1983* to store all Commonwealth records in a secure place not accessible by unauthorised persons, and retain all client records for a minimum period of seven years from the date the last action is completed. In addition, financial records must be kept in accordance with accounting standards.

Please note that the standard of records kept is important.

### National Skills Needs List Occupations

**NOTE:**

This list is current as at 1 January 2010. The National Skills Needs List is updated from time to time, and as a result this list is subject to change.

The trades included on the National Skills Needs List are:

- Aircraft maintenance engineer (Avionics)
- Aircraft maintenance engineer (Mechanical)
- Automotive electrician
- Baker
- Binder and finisher
- Boat builder and repairer
- Bricklayer
- Butcher
- Cabinetmaker
- Carpenter
- Carpenter and joiner
- Communications Linesperson
- Cook
- Drainer
- Electrical powerline tradesperson
- Electrician (Special class)
- Electronic equipment tradesperson
- Fibrous plasterer
- Fitter
- Flat glass tradesperson
- Floor finisher
- Furniture finisher
- Furniture upholsterer
- Gasfitter
- General Communications Tradesperson
- General electrician
- General plumber
- Hairdresser
- Joiner
- Landscape Gardener
- Lift Mechanic
- Locksmith
- Mechanical services and air-conditioning plumber

- Metal fabricator
- Metal machinist (First class)
- Motor mechanic
- Optical mechanic
- Painter and decorator
- Panel beater
- Pastry cook
- Picture framer
- Pressure welder
- Printing machinist
- Refrigeration and air-conditioning mechanic
- Roof plumber
- Roof slater and tiler
- Screen printer
- Shearer
- Sheetmetal worker (First class)
- Signwriter
- Solid plasterer
- Stonemason
- Toolmaker
- Tree surgeon
- Vehicle body maker
- Vehicle painter
- Vehicle trimmer
- Wall and floor tiler
- Welder (First class)
- Wood machinist (A-grade)