

## Employment Provider Services—Activity Host Organisation Agreement template

---

### Purpose of this template

This document is intended to provide Employment Providers (referred to as 'Providers') with a template agreement to use when setting up activities with Activity Host Organisations (referred to as 'Host Organisations') in relation to Work for the Dole and Voluntary Work.

This template provides the basis for an agreement between the parties in relation to defined Work for the Dole and Voluntary Work activities. It contains the material that the Department of Employment would expect any such agreement to contain.

**Note:** This is an optional template for Providers to use. Providers should seek their own legal advice when entering into agreements with Host Organisations, Subcontractors and Supervisors.

Where Providers use their own agreement for these purposes, they must ensure that all of the information contained in this template agreement is covered in any Provider agreement. In particular all agreements must include Clauses:2.2, 2.3, 6.2(b) and 6.5 (for Work for the Dole activities only).

**Employment Provider Services—Activity Host  
Organisation Agreement template**

---

**Employment Provider Services—Activity Host  
Organisation Agreement template**

**Agreement**

**between**

**[Name of Employment Provider]**

Employment Provider

**and**

**[Name of Work for the Dole/Voluntary Work Host  
Organisation]**

Host Organisation

This agreement is made on [day] [month] [year]

between

[Name of Employment Provider] ABN [enter ABN] [enter registered business address] (the 'Provider')

and

[Name of the Work for the Dole/Voluntary Work Host Organisation] ABN [enter ABN] [enter registered business address] (the 'Host Organisation')

(collectively, 'the Parties')

#### **Purpose of this agreement**

- A. The Provider has entered into a deed with the Commonwealth Department of Employment (the Department) to provide Employment Provider services (Services), including placing and managing participants in Work for the Dole and/or Voluntary Work .
- B. The Host Organisation has agreed, with the Provider, to host a [Work for the Dole / Voluntary Work] activity (the Activity) on the terms and conditions set out in this agreement.
- C. The Host Organisation has fully informed itself on all relevant aspects of the Provider's requirements for managing the Activity.
- D. The Provider has agreed to accept the Host Organisation's offer to host the Activity on the terms and conditions set out in this agreement.

#### **Agreement**

##### **1. Term**

- 1.1. This agreement commences on [insert commencement date] and, unless terminated earlier, ends on [insert end date].
- 1.2. The Provider or the Host Organisation may terminate the Activity at any time by providing at least one month's written notice to the other party before the Activity is terminated.

*Note: Less than one month's written notice may be provided if reasonable in the circumstances (for example, where a change has occurred that makes the Activity unsafe for participation).*

##### **2. [Work for the Dole/Voluntary Work] Activity**

- 2.1. In hosting the Activity the Host Organisation will provide the services and support that are detailed in Attachment A to this agreement. The Host Organisation will provide the services and support to the participant(s) that are detailed in Attachment B to this agreement .
- 2.2. The Host Organisation attests that:
- a) if it has downsized its workforce in the previous 12 months, including through redundancies or termination, the place(s) that are being proposed are not doing the same tasks as those roles made redundant; and/or
  - b) no place is being used as a stop-gap measure while the organisation is undertaking recruitment exercises or as a way of meeting ad-hoc needs in lieu of creating paid employment opportunities.
- 2.3. The Host Organisation warrants that the placement of any participant(s) in the Activity will not result in:
- a) a participant undertaking the same tasks that would normally and otherwise be completed by a paid worker, including a casual or part-time paid employee of the Host Organisation; or
  - b) a reduction in the number of hours usually worked by a paid worker of the Host Organisation or a reduction in customary overtime of an existing employee.
3. Substitution/addition of participant(s)
- 3.1. The Parties may discuss and agree to substitute some or all of the participant(s) listed at Attachment B to this agreement or remove or add participant(s) at any time during the term of this agreement. When the changes to the participants are agreed, the Provider will provide an updated Attachment B to the Host Organisation. The updated attachment, when provided to the Host Organisation, is deemed to be incorporated into the agreement.
- 3.2. If any participant is substituted or added under clause 3.1, the Host Organisation will provide the services and support detailed in Attachment A to this agreement to the substituted or additional participant(s) as identified in the updated Attachment B, subject only to changes that are necessary due to the substitution or addition, and all terms of this agreement will continue to apply.
4. Novation and subcontracting for Work for the Dole
- 4.1. The Host Organisation must not:
- a) assign any of its rights under this agreement
  - b) enter into any arrangement that will require novation of this agreement
  - c) subcontract all or any part of the Activity
- without the Provider's approval.
- 4.2. The Host Organisation agrees that the Provider may novate this agreement to another entity specified by the Department (the New Provider) by giving written notice to the Host Organisation.
- 4.3. If this Host Organisation receives a notice under clause 4.2, the Host Organisation will:
- a) enter into an agreement with the Provider and the New Provider to novate this agreement to the new Provider whereby the New Provider becomes a party to this agreement in substitution of the Provider (a Provider Novation Deed template is available on the Provider Portal)
  - b) subject to paragraph (c), continue to perform the services and support detailed in Attachment A as if the new Provider is the Provider under the agreement

- c) do any other act (including agreeing to any variation of this agreement or executing any document) that may be required to facilitate the continued hosting of the Activity under this agreement, including as result of any new contractual arrangements between the new Provider and the Commonwealth.

#### 5. Status of Participant(s)

- 5.1. The Parties acknowledge that the participant(s) participating in the Activity are not employees of the Provider or the Host Organisation during the Activity and must not be paid a salary, wages or other remuneration for performing work or services by the Provider or the Host Organisation.
- 5.2. Clause 5.1 does not prohibit a payment by the Provider directly or indirectly for the support of the Participant in relation to the Activity, such as a contribution to the supervision by the Hosting Organisation, protective clothing, uniforms, equipment or materials. The timing of any such payments must be agreed between the Host Organisation and the Provider and detailed as part of this agreement.

#### 6. Participant's health, safety and attendance

- 6.1. Before commencing the Activity, or commencing a participant in the Activity, the Host Organisation must participate in the risk assessment (Place) undertaken by the Provider on work health and safety issues.
- 6.2. While providing the services specified in Attachment B of this agreement, the Host Organisation must:
  - a) ensure that there is a safe system of work in place at all times during the Activity
  - b) immediately advise the Provider of any proposed changes to the circumstances or tasks being undertaken by the participant(s)
  - c) provide training to the participant, including work health and safety training, so that the participant can participate in the activities safely
  - d) ensure that appropriate facilities (such as toilets and access to drinking water) are available to the participant(s) for the duration of the Activity.
- 6.3. The Host Organisation must notify the Provider as soon as possible, and within 24 hours, of any incident involving the Activity for the Provider to action, including:
  - a) any accident, injury or death occurring during, or as a result of, the Activity, including in relation to the participant or a member of the public
  - b) any incident that relates to a work health and safety issue
  - c) any incident that may negatively affect the Australian Government or bring the Employment Services into disrepute.
- 6.4. If required for the Activity, the Host Organisation must ensure that the participant is equipped with any clothing or materials that are required by the participant(s) to participate safely in the Activity.
- 6.5. **[Note: This clause is only relevant for Work for the Dole activities.]** The Parties acknowledge and agree that the information contained in the risk assessment (Place) at Attachment C is true and correct at the time of signing this agreement.
- 6.6. The Host Organisation is compliant with legislative and regulatory obligations imposed on it in relation to work health and safety.

## 7. Participant training and supervision

- 7.1. The Host Organisation must ensure that the participant(s) have received any training that is required to participate in the Activity, including work health and safety training or other training as otherwise directed by the Provider.
- 7.2. The Host Organisation must ensure that:
  - a) participants are adequately and appropriately supervised by a fit and proper person at all times, including with regard to the work health and safety of the participant(s) (in addition, where the activity involves people from vulnerable cohorts, the supervision must be continuous over the entire duration of the activity)
  - b) Supervisors have a high level of skill/knowledge, training and or experience in the part of the Activity they are engaged in and in working with, training and supervising persons in such activities
  - c) Supervisors undergo any police or other checks required by the Provider and comply with any statutory requirements
  - d) Supervisors notify the Provider of any participant's non-attendance and of any participant performance issues in relation to the Activity.

## 8. Privacy and Personal Information

- 8.1. This clause 8 applies where the Host Organisation deals with Personal Information when, and for the purpose of, hosting the Activity and interacting with the participant/s under this agreement.
- 8.2. In this clause 8, the terms 'Personal Information', 'registered APP code' (**APP Code**), and 'Australian Privacy Principles' (**APPs**) have the same meaning as they have in the *Privacy Act 1988* (Cth) (the **Privacy Act**).
- 8.3. The Host Organisation may only use or disclose the Personal Information of a participant to the Provider and the Department for the purposes of administering this agreement and the deed between the Provider and the Department and to administer the applicable Commonwealth policies and associated reporting, including information relevant to:
  - a) matters referred to in clauses 6.2a and 6.2b;
  - b) the performance of the Activity;
  - c) the occurrence of any incident referred to in clause 6.3 involving a participant;
  - d) the eligibility of the participant to receive a benefit or payment from the Commonwealth,and the Host Organisation must provide such information to the Provider and the Department if requested by the Provider or the Department.
- 8.4. The Host Organisation must not use or disclose the Personal Information it has collected about a participant for any other purpose, unless the participant has provided written consent, or it is otherwise permitted under the Privacy Act, including where the use or disclosure is required or authorised by law.
- 8.5. The Host Organisation agrees in respect of hosting the Activity and interacting with the participant/s under this agreement:
  - a) subject to clause 8.4 to only use or disclose Personal Information obtained during the course of hosting the activity and interacting with the participant/s under this agreement, only for the purposes of performing this agreement;
  - b) not to do any act or engage in any practice that would breach the Privacy Act, an APP or applicable APP Code;
  - c) to immediately notify the Provider if the Hosting Organisation becomes aware of a breach or possible breach of any of the obligations contained in; or

referred to in, this clause 8, whether by the Hosting Organisation or any other person.

**9. Insurance**

- 9.1. The Host Organisation must ensure that, for the duration of the Activity, it has and maintains current and appropriate insurance to cover any risks associated with the Activity and that as a minimum it has and maintains public liability insurance, with a limit of indemnity of at least \$10 million in respect of each and every occurrence, that covers the liability of the Host Organisation and the liability of its officers, employees, representatives and agents (including to the participant(s)) in respect of:
- a) loss of or damage to any real or personal property (including property of a participant)
  - b) the bodily injury, disease or illness (including mental illness) or death of any person (including a participant)
- arising out of or in connection with the Host Organisation's performance of this agreement.
- 9.2. The Host Organisation must maintain and keep current any other insurances it is required by law to maintain.

- 10. Insert other clauses as required by the Parties—this may include any obligations that the Provider may wish to impose on the Host Organisation to assist in satisfying any obligations the Provider may have, including in relation to privacy and the protection of personal information under the Employment Services Deed 2015-2020.**

**EXECUTED** by the Parties on the date above.

**[Name of Provider] by:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

In the presence of:

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Signature)

**[Name of Host Organisation] by:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

In the presence of:

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Signature)



Work for the Dole/Voluntary Work] activity details

The Host Organisation will provide and host the Activity and provide the services and support set out in this attachment:

- A. Activity description: [insert description of activities to be undertaken by participant(s)]
- B. Number of places and hours per place per week offered in the Activity: [insert number of places and hours per place]
- C. Funding description: [this description should include an outline of the funding that will be provided by the Provider to the Host Organisation for each place and the agreed timeframe for the Provider to pass on funds to the Host Organisation]
- D. Start and end date of the Activity and places: [insert start and end dates here]
- E. The [Host Organisation/Employment Provider—delete as applicable] will provide the following supervisors for the Activity, including details of any ratio of participants to supervisor, that has been agreed between the Host Organisation and Provider: [insert name and contact details of the supervisor(s) and a brief description of their specific responsibilities and any other information which may be relevant to the supervisory role in the activity, including the intended ratio of participants to supervisors]
- F. The Provider will provide the following contributions for the Activity: [insert details of any contributions the Provider will make to the Activity]
- G. The contact person for the Host Organisation is:[insert Host Organisation contact details]

**[Work for the Dole/Voluntary Work] participant details**

The Host Organisation will provide and host the Activity and provide the services and support to the participant(s) set out in this attachment:

- A. The Host Organisation will provide the Activity to the following participant(s): [insert names of the participant(s)]**
- B. The participant(s) referred to at paragraph A are expected to attend and participate in the Activity for [insert details relating to participant's hours of attendance]**
- C. [insert any other details relevant to this agreement , including any relevant personal circumstances and/or relevant participant(s) health and safety requirements identified during the risk assessment (job seeker) and what the Provider or Host Organisation may need to do to manage any such requirements/risks]**

Work for the Dole Activity risk assessment (Place)

[insert a copy of the completed risk assessment (Place) including the Assessment Checklist (Place)]

Note: This is only required for Work for the Dole activities.