



**Australian Government**

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# **MEAT INDUSTRY LABOUR AGREEMENT**

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Under the *Migration Act 1958* (Cth)

Between

**Commonwealth of Australia**

and

**<Insert employer name>**

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## Parties

Commonwealth of Australia represented by the Minister for Immigration and Citizenship  
**(the Commonwealth)**.

The Commonwealth's particulars are set out in **Item 1 of Schedule 1**.

The party specified in **Item 2 of Schedule 1 (the Sponsor)**.

The Sponsor's particulars are set out in **Item 3 of Schedule 1**.

## Background

- A. This Agreement will be administered by the Department of Immigration and Citizenship (DIAC) on behalf of the Commonwealth.
- B. This Agreement is a labour agreement that:
  1. in Part A below, authorises the Sponsor to recruit, employ or engage the services of people who are intended to be employed or engaged by the Sponsor as holders of Subclass 457 (Business (Long Stay)) visas (and who in that respect is an "approved sponsor" within the meaning of the Migration Act; and
  2. in Part B below, authorises the Sponsor to recruit persons to be employed by the sponsor as holders of Subclass 855 (Labour Agreement) visas.
- C. The Commonwealth's reasons for entering into this Agreement are to support the economic, health or security benefits to Australia through the temporary and permanent entry or stay in Australia of sponsored overseas workers.
- D. The Sponsor, whose business undertaking is described in **Item 4 of Schedule 1**, has demonstrated to the Commonwealth that sufficient numbers of Australian workers with the required skills are not readily available for employment in Australia.

- E. The Sponsor is an "approved sponsor" as defined in the Migration Act by virtue of entering into this Agreement, in so far as the Agreement is a "work agreement" within the meaning of the Migration Act.
- F. This Agreement sets out the terms and conditions of the Sponsor's authority to recruit, employ or engage the services of persons who are intended to be the holders of Subclass 457 visas or the holders of Subclass 855 visas.

## Operative part

### 1 Definitions and interpretation

- 1.1 Unless the context indicates a contrary intention, words and phrases in this Agreement have the same meanings attributed to them in the Migration Act and the Migration Regulations.
- 1.2 In the event of any inconsistency between this Agreement and the Migration Act and the Migration Regulations, the Migration Act and the Migration Regulations will prevail.
- 1.3 In this Agreement:

**Address** means a party's address set out in Schedule 1.

**Agreement** means this agreement, any schedules, attachments and any document incorporated into this agreement by reference.

**Australian** where to context so admits, means an Australian citizen (whether born in Australia or elsewhere) or a non-citizen who, being usually resident in Australia, is the holder of a permanent visa granted under the Migration Act.

**Business Day** means a day on which business is generally conducted in the Australian Capital Territory, and excludes Saturdays, Sundays and public holidays.

**Damages** means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

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**Effective Date** means:

- (a) the date (if any) specified in **Item 5 of Schedule 1**;
- (b) if no such date is specified, the date on which this Agreement is signed by the parties, or if signed on separate days, the date of the last signature.

**Email account** means a party's email address set out in **Schedule 1**.

**Fax Number** means a party's facsimile number set out in **Schedule 1**.

**Migration Act** means the *Migration Act 1958*.

**Migration Regulations** means the *Migration Regulations 1994* made under the *Migration Act 1958*.

**On-hire** means a person's business activities which include activities relating to either or both of:<sup>1</sup>

- (a) the recruitment of labour for supply to other unrelated businesses (the person's client organisations); and
- (b) the hiring of labour to other unrelated businesses (again, client organisations).

1.4 In this Agreement, unless the context indicates a contrary intention:

**Primary sponsored person** takes the same meaning as in the Migration Regulations.<sup>2</sup>

**Secondary sponsored person** takes the same meaning as in the Migration Regulations.

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<sup>1</sup> An example of On-hire is where a person proposes to sponsor someone to come to Australia for the purpose of hiring out the visa holder's services to client organisations, rather than to work directly in the person's business.

<sup>2</sup> Primary sponsored persons, as per the Migration Regulations, include all holders, or former holders of Subclass 457 visas who were last identified in an approved nomination by the Approved Sponsor. This means that the terms of this work agreement cover all primary sponsored persons; including those nominated while a previous agreement with the Approved Sponsor was in effect.

**Temporary visa** takes the same meaning as in the Migration Act.

**Workplace law** means the *Fair Work Act 2009*, and relevant equal employment opportunity, unlawful discrimination and occupational health and safety legislation regulating the employment by the Sponsor of its sponsored overseas workers.

**(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning.

**(headings)** clause headings, the table of contents and footnotes are inserted for convenience only and do not affect interpretation of this Agreement.

**(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Agreement.

**(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done.

**(rules of construction)** neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

**(singular and gender)** the singular includes the plural and vice-versa, and words importing one gender include all other genders.

**(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations, directions or instruments issued under it.

**(Minister)** a reference to the Commonwealth as a party to this Agreement includes, where appropriate, a reference to the Minister for Immigration and Citizenship and his or her authorised representative performing relevant functions as the Minister under the Migration Act or the Migration Regulations.

**(month)** a reference to a month is a reference to a calendar month.

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**(person)** a reference to a person includes an individual, a body corporate, statutory corporation, partnership, body politic and permitted assigns, as the context requires.

**(writing)** a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.

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## 2. Period

2.1 This Agreement commences from the Effective Date.

2.2 Unless terminated earlier in accordance with section 11 of this Agreement, the period of this Agreement will be the time specified in **Item 5 of Schedule 1**.

2.3 If no such time is specified, the period will be three (3) years.

2.4 If the Sponsor is entitled to an option in accordance with **Item 6 of Schedule 1**, the Sponsor may exercise the option by giving one (1) month's notice to the Commonwealth before the end of the period, whereupon:

- (a) this Agreement will be renewed on the same terms and conditions except for clauses 2.2 - 2.4;
- (b) the period of the renewed Agreement will be the option period specified in **Item 6 of Schedule 1**.

2.5 To avoid doubt, if an option to renew is not granted in **Item 6 of Schedule 1**, there will be no option to renew.

## 3 On hire, commercial-in-confidence, pre-contractual representations

3.1 If On-hire is prohibited in **Item 7 of Schedule 1**:

- (a) the Sponsor must not nominate a proposed occupation for an applicant or a proposed applicant, for On-hire;
- (b) any such nominations will not be approved under this Agreement; and
- (c) the Sponsor must not utilise the services of a visa holder employed pursuant to a nomination under this Agreement, for On-hire.

3.2 To avoid doubt, if On-hire is not specifically allowed in **Item 7 of Schedule 1**, On-hire will be taken to be prohibited.

3.3 If a party's information is specified as commercial-in-confidence information in **Item 8 of Schedule 1**, the other party will not disclose the information without the first party's prior written consent, except

when disclosure of the information is required by law, statutory or portfolio duties, or in accordance with clause 10.6 of this Agreement.

3.4 The Sponsor warrants that information supplied to the Commonwealth with respect to the Sponsor being a fit and proper person to enter into this Agreement (regardless of whether the information is included in the Annexure to this agreement) and upon which the Commonwealth relied, was true and correct.

## PART A – Subclass 457 visas

### 4 Nominations

4.1 A nomination under this Part means a nomination referred to in section 140GB of the Migration Act.

4.2 The Sponsor, who for this purpose is an "approved sponsor" within the meaning of the Migration Act, may nominate:

- (a) an applicant, or proposed applicant, for a Subclass 457 visa in relation to the applicant or proposed applicant's proposed occupation;
- (b) a proposed occupation, provided the applicant or proposed applicant for the Subclass 457 visa who will work in the nominated occupation, has been identified in the nomination.

4.3 If a limitation on the type of occupation, program or activity is specified in **Item 9 of Schedule 1**, the Sponsor may only nominate for those occupation, program or activity types.

4.4 If a limitation on the location of business sites is specified in **Item 9 of Schedule 1**, the Sponsor may only nominate for those locations and must employ visa holders only at those sites.

4.5 The Sponsor may only employ primary sponsored persons up to the maximum number for particular years of this Agreement specified in **Item 9 of Schedule 1**.

4.6 The Sponsor must make nominations in accordance with the approved forms.

4.7 The Sponsor must provide, as part of the nomination:

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(a) The information required in the Migration Regulations and any further information specified in **Item 1 of Schedule 3**;

(b) The fee specified in the Migration Regulations.

4.8 The Commonwealth may refund the fee in accordance with the circumstances for such a refund in the Migration Regulations.

## **5 Approval of nominations**

5.1 DIAC (for the Commonwealth) will approve nominations in accordance with the criteria specified in the Migration Regulations and any requirements specified in **Item 2 of Schedule 3**.

5.2 DIAC will notify the Sponsor of a decision whether or not to approve a nomination in accordance with the Migration Regulations.

5.3 The period of an approval of a nomination will be in accordance with the Migration Regulations.

## **6 Sponsorship obligations**

6.1 In this Agreement generally and in these sponsorship obligations specifically, “primary sponsored person” and “secondary sponsored person” takes the same meaning as in the Migration Act.

6.2 The Sponsor, in so far as it is an “approved sponsor” must satisfy the sponsorship obligations prescribed by the Migration Regulations in relation to an approved sponsor as varied, if at all, in **Schedule 4**, as follows:

(a) The obligation to cooperate with inspectors specified in **Item 1 of Schedule 4**.

(b) The obligation to ensure equivalent terms and conditions of employment specified in **Item 2 of Schedule 4**.

(c) The obligation to pay travel costs to enable sponsored persons to leave Australia specified in **Item 3 of Schedule 4**.

(d) The obligation to pay costs incurred by the Commonwealth to locate and remove an unlawful

non-citizen specified in **Item 4 of Schedule 4**.

(e) The obligation to keep records specified in **Item 5 of Schedule 4**.

(f) The obligation to provide records and information to the Commonwealth as specified in **Item 6 of Schedule 4**.

(g) The obligation to provide information to the Commonwealth when certain events occur as specified in **Item 7 of Schedule 4**.

(h) The obligation to ensure a primary sponsored person does not work in an occupation other than an approved occupation, as specified in **Item 8 of Schedule 4**.

(i) The obligation not to recover certain costs from a primary sponsored person or secondary sponsored person specified in **Item 9 of Schedule 4**.

6.3 The Sponsor must satisfy the training obligations in **Schedule 5** (if any) regarding Australian citizens.

6.4 The Sponsor may carry out the obligations in **Schedule 5** itself or through contracted service providers.

6.5 The Sponsor warrants that the training provided will be fit for any purpose express or implied in **Schedule 5**.

6.6 The Sponsor must satisfy its sponsorship obligations in **Schedule 6** (if any), which are additional obligations to the sponsorship obligations in the Migration Regulations as varied (if at all) in **Schedule 4**.

6.7 The Sponsor must comply with Workplace law, and immigration laws regulating employment of the Sponsor’s sponsored overseas workers.

## **PART B – Subclass 855 visas**

### **7 Nominations**

7.1 A nomination under this Part means a nomination referred to in Migration Regulations for Subclass 855 visas.

7.2 The Sponsor may nominate:

- 
- (a) an applicant, or proposed applicant, for a Subclass 855 visa in relation to the applicant or proposed applicant's proposed occupation;
  - (b) a proposed occupation, provided the applicant or proposed applicant for the Subclass 855 visa who will work in the nominated occupation, has been identified in the nomination.

7.3 If a limitation on the type of occupation, program or activity is specified in **Item 10 of Schedule 1**, the Sponsor may only nominate for those occupation, program or activity types.

7.4 The Sponsor must make nominations in accordance with the approved forms.

7.5 The Sponsor must provide, as part of the nomination:

- (a) The information required in the Migration Regulations and any further information specified in **Item 3 of Schedule 3**;
- (b) The fee specified in the Migration Regulations.

7.6 The Commonwealth may refund the fee in accordance with the circumstances for such a refund in the Migration Regulations.

## **8 Approval of nominations**

8.1 DIAC (for the Commonwealth) will approve nominations in accordance with the criteria specified in the Migration Regulations and any requirements specified in **Item 3 of Schedule 3**.

8.2 DIAC will notify the Sponsor of a decision whether or not to approve a nomination in accordance with the Migration Regulations.

8.3 The period of an approval of a nomination will be in accordance with the Migration Regulations.

## **MISCELLANEOUS PROVISIONS**

### **9 Notices**

9.1 Any notice, demand, consent or other communication given or made under this Agreement:

- (a) must be clearly readable;

(b) must, unless it is sent by email, be signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and

(c) must, unless it is sent by email, be left at the Address or sent by pre-paid security post (air mail if outside Australia) to the Address or to the Fax Number of the recipient; and

(d) may be sent by email to the receiving party's Email Account provided the receiving party effectively acknowledges receipt by return email to the sending party's Email Account.

9.2 A notice to be served on the Commonwealth will be taken to be served if it is served on DIAC's address in **Item 1 of Schedule 1**.

9.3 A party may change its Address, Fax Number or Email Account for the purpose of service by giving notice of that change to the other party in accordance with clause 9.1.

9.4 Any communication will be taken to be received by the recipient:

- (a) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) Business Day after the date of posting;

- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile communication was sent in its entirety to the Fax Number of the recipient; and

- (c) if the time of dispatch of a facsimile is not on a day, or is after 5.00 pm (local time) on a day, in which business generally is carried on in the place to which the facsimile communication is sent it will be taken to have been received at the commencement of business on the next day in which business is generally carried on in that place;

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(d) in the case of an email, when the receiving party effectively acknowledges receipt by return email to the sending party's Email Account.

## **10 Relationship between the parties, information sharing**

10.1 Nothing in this Agreement:

- (a) constitutes a partnership between the parties; or
- (b) except as expressly provided, makes a party an agent of another party for any purpose.

10.2 A party cannot in any way or for any purpose:

- (a) bind another party; or
- (b) contract in the name of another party.

10.3 If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

10.4 If the Sponsor is constituted by more than one legal entity (such as a partnership or an unincorporated association), each of those legal entities will be jointly and severally liable for the performance of all of the Sponsor's obligations under this Agreement

10.5 The Sponsor must comply with any reasonable request by the Commonwealth for information to enable the Commonwealth to meet its obligations this Agreement.

10.6 The Sponsor consents to information concerning it which is relevant to the operation of this Agreement being shared between the Commonwealth and the State/Territory in which the Sponsor conducts business, and between relevant Commonwealth agencies, including the Department of Immigration and Citizenship, the Department of Education, Employment and Workplace Relations, the Office of the Fair Work Ombudsman, Fair Work Australia, the Australian Taxation Office and the Australian Federal Police.

## **11 Termination**

11.1 If the Commonwealth contends that the Sponsor is in default under this Agreement, the Commonwealth may, without prejudice to any right of action or remedy which has accrued or which may accrue (including the Commonwealth's entitlement to terminate in accordance with clause 11.4):

- (a) serve reasonable notice on the Sponsor, requiring the Sponsor to rectify to the satisfaction of the Commonwealth, those aspects of the Sponsor's performance which are of concern to the Commonwealth;
- (b) suspend this Agreement in whole or in part if the Sponsor does not comply with the notice; and
- (c) terminate this Agreement without prejudice to any right of action or remedy which has accrued or which may accrue.

11.2 If the Sponsor, as an "approved sponsor", is in breach of a sponsorship obligation in the Migration Regulations, the Sponsor will be taken to be in default under this Agreement as if the statutory obligation was a contractual obligation of the Sponsor, provided the Commonwealth elects to serve a notice under clause 11.1 in relation to the breach.

11.3 For the avoidance of doubt, a breach of the Sponsor's warranty given in clause 3.4 with respect to pre-contractual information, will entitle the Commonwealth to serve a notice under clause 11.1 and/or to take any other contractual redress in accordance with this Agreement.

11.4 A party may, in its discretion, terminate this Agreement early by giving 28 days notice to the other party, whereupon this Agreement will be terminated with effect 28 days after the notice of termination is served. A party serving a notice of termination under this sub-clause:

- (a) need not specify a reason for serving the notice;

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(b) may withdraw the notice before the 28 days have elapsed; and

(c) will not be liable to compensate the other party for costs or damages that may arise from the early termination.

11.5 For the avoidance of doubt, if this Agreement is terminated for any reason or for no reason:

(a) the Sponsor's approval as a sponsor for the purposes of this Agreement will thereby be automatically terminated; and

(b) for the purpose of specifying the period for when visas granted on the basis of the Agreement remain in effect under the Migration Regulations, all visas granted on the basis of this Agreement permit the visa holder to remain in Australia for a period of not more than 4 years from the date upon which the visa was granted.

11.6 In the event this Agreement is terminated early for any reason, or for no reason:

(a) the Sponsor will continue to pay the employed visa holders for 28 days, during which time:

(1) the Sponsor will use its best endeavours to assist the visa holders to find an alternative sponsor in accordance with their wishes; and

(2) the Commonwealth will, at its discretion, facilitate such transfers, or

(b) the Sponsor will assist the visa holders to apply for another type of appropriate substantive visa in accordance with their wishes; and

(c) this sub-clause will survive the early termination.

11.7 A waiver by a party in respect of any breach of a condition or provision of this Agreement will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The

failure of a party to enforce at any time any of the provisions of this Agreement will in no way be interpreted as a waiver of such provision.

## **12 Dispute resolution**

12.1 The Parties will deal with any dispute arising during the course of this Agreement as follows:

- (a) the party claiming that there is a dispute must notify the other party of the details of the dispute;
- (b) the parties will use their best endeavours to resolve the dispute by direct negotiation;
- (c) the parties must allow 28 days from notification of the dispute to reach a resolution or to agree to select some alternative dispute resolution procedure; and
- (d) if there is no resolution or agreement then a party may propose mediation or arbitration, or commence legal proceedings or terminate this Agreement.

12.2 The parties acknowledge that the Migration Review Tribunal and Administrative Appeals Tribunal may have jurisdiction to review certain visa decisions and that the Migration Review Tribunal may have jurisdiction to review nomination decisions under this Agreement. This Agreement does not abrogate any rights of a merits review by the Migration Review Tribunal or the Administrative Appeals Tribunal.

## **13 Assurances, counterparts and assignment**

13.1 Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.

13.2 This Agreement may be executed in any number of counterparts.

13.3 A party cannot assign or otherwise transfer its rights under this Agreement without the prior written consent of the other party.

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## **14 Variation and entire agreement**

14.1 A provision of this Agreement can only be varied by a later written document executed by or on behalf of all parties.

14.2 Except as provided in the Annexure, the contents of this Agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Agreement, whether orally or in writing.

## **15 Fettering and publishing**

15.1 Nothing in this Agreement fetters or detracts from the Commonwealth's discretions, functions or powers under the Migration Act, the Migration Regulations, Workplace law or other relevant Commonwealth laws.

15.2 In the event the Commonwealth has published an outline of this Agreement, the published outline is an invitation to treat with prospective sponsors and is not an offer to enter into contractual relations with any such sponsor on the basis of the published outline.

## **16 Legal expenses**

16.1 Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.

16.2 The Sponsor must pay any stamp duty assessed on or in relation to this Agreement and any instrument or transaction required by or necessary to give effect to this Agreement.

## **17 Invalidity and waiver**

17.1 A word or provision must be read down if:

- (a) this Agreement is void, voidable, or unenforceable if it is not read down;
- (b) this Agreement will not be void, voidable or unenforceable if it is read down; and
- (c) the provision is capable of being read down.

17.2 A word or provision must be severed if:

- (a) despite the operation of clause 17.1, the provision is void, voidable or unenforceable if it is not severed; and
- (b) this Agreement will be void, voidable or unenforceable if it is not severed.

17.3 The remainder of this Agreement has full effect even if clause 17.2 applies.

17.4 A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

## **18 Survival after termination**

Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination of expiration of this Agreement and any rights arising on termination or expiration will survive, including commercial-in-confidence information, and the Sponsor's sponsorship obligations.

## **19 Governing law and jurisdiction**

19.1 The laws applicable in the Australian Capital Territory govern this Agreement.

19.2 The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts competent to hear appeals from those courts.

## **20 Sanctions**

20.1 Instead of terminating this Agreement, the Commonwealth may, in its discretion, bar the Sponsor, for a specified period, from making further nominations under this Agreement.

20.2 The Commonwealth may, in its discretion, instead of terminating this Agreement or in addition to terminating this Agreement, take action against the Sponsor for a breach of contract to recover damages and/or for injunctive relief.

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20.3 The Commonwealth may, in its discretion, instead of taking any enforcement action under this Agreement or in addition to taking such enforcement action, pursue a civil penalty under the Migration Act for failing to satisfy a sponsorship obligation.

20.4 The criteria that the Commonwealth may take into account in determining what enforcement action (if any) to take for a breach of contract by the Sponsor are:

- (a) the past and present conduct of the Sponsor in relation to Workplace law, and immigration laws regulating employment of the Sponsor's sponsored overseas workers;
  - (b) the number of occasions on which the Sponsor has failed to satisfy the sponsorship obligation;
  - (c) the nature and severity of the circumstances relating to the failure to satisfy the sponsorship obligation, including the period of time over which the failure has occurred;
  - (d) the period of time over which the Sponsor has been an Sponsor;
  - (e) whether, and the extent to which, the failure to satisfy the sponsorship obligation has had a direct or indirect impact on another person;
  - (f) whether, and the extent to which, the failure to satisfy the sponsorship obligation was intentional, reckless or inadvertent;
  - (g) whether, and the extent to which, the Sponsor has cooperated with the Commonwealth including whether the Sponsor informed the Commonwealth of the failure;
  - (h) the steps (if any) the Sponsor has taken to rectify the failure to satisfy the sponsorship obligation, including whether the steps were taken at the request of the Commonwealth or otherwise;
  - (i) the processes (if any) the Sponsor has implemented to ensure future compliance with the sponsorship obligation;
  - (j) the number of other sponsorship obligations that the Sponsor has failed to satisfy, and the number of occasions on which the Sponsor has failed to satisfy other sponsorship obligations; and
  - (k) any other relevant factors.
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**Schedule 1****Parties, period and other matters****Item 1 The Commonwealth's particulars**

Department of Immigration and Citizenship:  
Address: 6 Chan Street, BELCONNEN ACT 2617  
Telephone Number:<sup>3</sup> Fax Number: Not applicable  
Email Address:  
Contact officer:<sup>4</sup>

**Item 2 The Sponsor**

Name:  
ACN/ABN:  
Business structure:<sup>5</sup>

**Item 3 The Sponsor's particulars**

Address:  
Telephone Number:<sup>6</sup> Fax Number:  
Email Address:  
Contact officer:<sup>7</sup>

**Item 4 The Sponsor's business**

Business undertaking:  
Industry segment: Agriculture, Forestry and Fishing

**Item 5 Commencement and period**

Effective Date:<sup>8</sup>  
Period:<sup>9</sup> Three (3) years.

**Item 6 Option**

Is there an option?<sup>10</sup> No  
Option period:<sup>11</sup> Not applicable

**Item 7 On-hire**

<sup>3</sup> Include the contact officer's mobile number, if appropriate.

<sup>4</sup> The contact officer's name and title.

<sup>5</sup> Describe the Sponsor's business structure (for example: corporation, sole trader, partnership, unincorporated association)

<sup>6</sup> Include the contact officer's mobile number, if appropriate.

<sup>7</sup> The contact officer's name and title.

<sup>8</sup> Insert the same date above the "Parties" section of this Agreement.

<sup>9</sup> Specify a period in years and/or months. If no period is specified, the period will be 3 years.

<sup>10</sup> Specify "Yes" or "No". If nothing is specified, the default response will be "No" and there will be no option entitlement.

<sup>11</sup> If "Yes" was the response, a period must be specified in years and/or months.

Is On-hire allowed?<sup>12</sup> No

**Item 8 Commercial-in-confidence information**

Party:<sup>13</sup> [Employer Name]  
The terms of this Agreement  
All information provided to request and secure access

**Item 9 Occupations (Temporary Subclass 457 visa)**

Occupation type:<sup>14</sup> Skilled Meat Worker as defined in **Schedule 2**

Business sites:<sup>15</sup>

Annual maximum:<sup>16</sup>

- Year 1
- Year 2
- Year 3

**Item 10 Occupations (Permanent Subclass 855 visa)**

Occupation type:<sup>17</sup> Skilled Meat Worker as defined in **Schedule 2**

Business sites:<sup>18</sup>

Annual maximum:<sup>19</sup>

- Year 1
- Year 2
- Year 3

The Sponsor may demonstrate it requires, at any given time during the term of the labour agreement, an increase to the annual maximum number of Skilled Meat Workers subject to it having satisfied all requirements of this Agreement.

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<sup>12</sup> Specify “Yes” or “No”. If nothing is specified, the default response will be “No”.

<sup>13</sup> Specify the party who has provided or produced the confidential information, and the party’s commercial-in-confidence information. Such information might be “This Agreement”.

<sup>14</sup> Describe any limitation on the type of occupation, program or activity that may be nominated by the Sponsor.

<sup>15</sup> Describe any limitation on the location of business sites where nominees may work.

<sup>16</sup> Describe any maximum number of primary sponsored persons that the Sponsor, as an Approved Sponsor, may sponsor in each year of the period of the Agreement.

<sup>17</sup> Describe any limitation on the type of occupation, program or activity that may be nominated by the Sponsor.

<sup>18</sup> Describe any limitation on the location of business sites where nominees may work.

<sup>19</sup> Describe any maximum number of primary sponsored persons that the Sponsor may sponsor in each year of the period of the Agreement.

## Schedule 2 Additional Definitions for this Meat Industry Agreement

**Annual Salary** means for the purpose of this Agreement remuneration paid to a Primary Sponsored Person on an annualised basis and is calculated from the date the Primary Sponsored Person commences employment, excluding those periods when the Primary Sponsored Person is offshore on approved leave without pay.

**AQF** means Australian Qualifications Framework.

**Australian Workers** means Australian citizens or permanent residents employed or formerly employed by the Sponsor.

**Deductions Plan** means a plan submitted by the Sponsor to the Commonwealth, seeking approval of fair, reasonable and lawful deductions from the gross salary of Skilled Meat Workers (other than deductions required by Australian law or statute), which if approved by the Commonwealth, could be made available to the Company's Skilled Meat Workers should they freely choose to avail themselves of this opportunity to which the deductions relate.

**Industrial instrument** means an instrument in force under a law of the Commonwealth or the State/Territory that regulates workplace relations and prescribes terms and conditions of employment between employers and employees including, but not limited to, an award or agreement made under the Commonwealth *Fair Work Act 2009* (Cth) and an award or agreement made by a relevant State/Territory industrial tribunal or court.

**Market Salary Rate** takes the same meaning as in the Migration Regulations.

**Meat Processing Company** means a company registered, licensed or accredited by the relevant Commonwealth or State/Territory authority to operate an abattoir and/or boning room and which is a Party to this Agreement and the direct employer of Skilled Meat Workers.

**Meat Processing Establishment** means for the purpose of this Agreement an establishment wholly or predominately concerned with any one or more of the activities of killing, dressing, boning, slicing, preparation and/or packing of fresh meat and is owned and operated by the Sponsor at which Primary Sponsored Persons are to be employed.

**MINTRAC** means the Meat Industry National Training Advisory Council.

**Overtime** means all time worked outside the ordinary working hours (including shifts) on any day.

**Permanent visa** means a visa that permits the holder to remain in Australia indefinitely. The Sponsor may under the terms of this Agreement recruit persons to be employed as the holders of a Subclass 855 (Labour Agreement) visa.

**Report** means information provided by the Sponsor to the Commonwealth to demonstrate its compliance with its obligations under this Agreement and in a format determined to be fit for purpose by the Commonwealth (note **Schedule 4, Item 6** and **Item 7**);

**Relevant Industrial Instrument** means an industrial instrument that applies to a Primary Sponsored Person and regulates the terms and conditions of employment of that Primary Sponsored Person.

**Skilled Meat Worker** is defined for the purpose of this Agreement is a person who possesses the following qualifications and work experience and performs the following tasks under limited supervision and direction:

- (a) assessed and verified by a MINTRAC registered assessor, or an assessor approved by the Commonwealth, with a Certificate IV in Training and Assessment experienced in meat processing, to be Skilled Meat Workers with a minimum skill level commensurate with the MINTRAC referenced AQF Certificate III in meat processing; and
- (b) either:
  - i. demonstrates a minimum of three (3) years skilled work experience obtained at a meat processing establishment acceptable to the Parties; or
  - ii. has been working in Australia on a Subclass 457 visa at an Australian Meat Processing Establishment acceptable to the Parties for at least nine (9) months prior to being nominated

The duties and tasks of a Skilled Meat Worker reflect duties and tasks referenced by a MINTRAC Certificate III. A “Skilled Meat Worker” cannot be employed in a labouring position or undertake labouring or unskilled duties other than to the extent of circumstances prescribed under Clause 2 of Schedule 6.

**Stand-down** means “the employer has the right to deduct payment for any day on which an employee cannot be usefully employed, because of any strike other than in the meat industry, or through any breakdown of machinery or any stoppage of work in the meat industry by any cause for which the employer cannot reasonably be held responsible, or for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.”

**Top Up** is defined for the purpose of this agreement as an amount needed to restore the Skilled Meat Worker’s salary to the Temporary Skilled Migration Income Threshold as prescribed under Clause 1, Item 2 of Schedule 4.

**TSMIT** means Temporary Skilled Migration Income Threshold as defined under the Migration Regulations 1994.

**TSMIT Hourly Rate** means the TSMIT Weekly Rate divided by 38.

**TSMIT Weekly Rate** means the (annual salary x 6) divided by 313.

**TSMIT Fortnightly Rate** means the (annual salary x 12) divided by 313.

### Schedule 3

### Nominations and approvals

<b>Item 1</b>	<b>Further information to be supplied with a nomination</b>
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The Sponsor must provide the following information in support of a nomination, in addition to the information specified in the Migration Regulations:

- 1 A certification by the Sponsor as part of the nomination, in writing, that the qualifications and experience of the applicant or proposed applicant in relation to the nominated occupation are commensurate with the qualifications and experience specified for the nominated occupation.

<b>Item 2</b>	<b>Further requirements for approval of nominations (Subclass 457 visa)</b>
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The Sponsor must meet the following requirements to the Commonwealth's satisfaction before a nomination will be approved:

- 1 The Sponsor has certified as part of the nomination, in writing, that the qualifications and experience of the applicant or proposed applicant in relation to the nominated occupation are commensurate with the qualifications and experience specified for the nominated occupation of Skilled Meat Worker (**Schedule 2**).
- 2 Visa Applicants/ Holders who were not required to meet English language levels under previous meat industry labour agreements or Standard Business Sponsorship do not require English testing.
- 3 The Sponsor has indicated as part of the nomination a visa term of not more than 4 years.
- 4 The Sponsor has attested as part of the nomination, in writing, that it has a strong record of, or a demonstrated commitment to employing local labour, and non-discriminatory employment practices.
- 5 The Sponsor has certified as part of the nomination, in writing, that it has not:
  - (i) permanently terminated the employment of not more than five percent of its Australian workforce at the Meat Processing Establishment approved under this Agreement (except in circumstances of demonstrated misconduct or unlawful conduct) within a period of three (3) months prior to the date of the nomination application; and
  - (ii) stood down its workforce at the Meat Processing Establishment approved under this Agreement for more than 7 consecutive days at any single given time over a three (3) month period prior to the date of the nomination application; and
  - (iii) reduced the shifts of its workforce at the Meat Processing Establishment approved under this Agreement to less than 50 per cent of the regular shift quota within a period of three (3) months prior to the date of the nomination application.
- 6 The requirement to make a certification at Clause 5 does not apply if the Commonwealth is satisfied that compelling circumstances exist (for example, a natural disaster) which warrant the Sponsor undertaking any of the actions outlined in Clause 5.

<b>Item 3</b>	<b>Further requirements for approval of nominations and grant of visa (Subclass 855 visa)</b>
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The Sponsor must meet the following requirements to the Commonwealth's satisfaction before a nomination will be approved:

- 1 Sponsors can nominate Subclass 457 visa holders employed under any meat industry agreement who meet the terms described in Clause 2 Item 3, Schedule 3 for a Subclass 855 visa. The Commonwealth will consider any such nomination against the Migration Regulations in force at the time of application.
- 2 Where a Sponsor nominates a Subclass 457 visa holder employed under any meat industry agreement, for a Subclass 855 visa, the nominee must:
  - (a) be under 45 years of age, unless exceptional circumstances apply; and
  - (b) demonstrate to the Commonwealth's satisfaction that they possess appropriate skills and English language ability, including but not limited to:
    - i. that they are Skilled Meat Workers assessed by a MINTRAC registered assessor, or other assessor approved by the Commonwealth, as being appropriately skilled for the purposes of permanent entry;
    - ii. have worked in Australia on a Subclass 457 visa in the position of a Skilled Meat Worker for a minimum of four (4) years; and
    - iii. demonstrate English language skills as prescribed under Subclass 457 or provide evidence of a minimum of 500 hours of English language tuition classes completed by an accredited training institution.

The requirements under this Clause 2 (b) (iii) in **Item 3, Schedule 3** may vary as Migration Regulations are amended from time to time.

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**Item 1 Obligation to cooperate with inspectors**

The obligation in regulation 2.78 of the Migration Regulations is varied in accordance with the following provisions.

**1 No variation****Item 2 Obligation to ensure equivalent terms and conditions of employment**

The obligation in regulation 2.79 of the Migration Regulations is varied in accordance with the following provisions

- 1 The primary visa holder must be paid a base Annual Salary of no less than the Temporary Skilled Migration Income Threshold of \$49 330 (and as indexed and updated annually) or the market salary rates, whatever is the greater amount.

Payments that can be considered for the purpose of meeting the Temporary Skilled Migration Income Threshold include any payments that are provided for under the Relevant Industrial Instrument, relevant Enterprise Bargaining Agreement or the Migration Regulations, but exclude overtime and bonus payments. Payments of Worker's Compensation benefits to Primary Sponsored Person and payments that are based on activity levels can also be considered for the purpose of meeting the Temporary Skilled Migration Income Threshold.

- 2 Where a Primary Sponsored Person is not employed for a period of time, whether because of a Stand Down, insufficient work or any other reason, the Sponsor must pay the Primary Sponsored Person as follows:
  - (i) if the Primary Sponsored Person is not provided with work for any period within a fortnight, and the Primary Sponsored Person does not earn an amount equal to one-half (50%) of the fortnightly TSMIT amount, then the Sponsor must pay to the Primary Sponsored Person the difference between the amount actually earned and one-half (50%) of the fortnightly TSMIT amount;
  - (ii) if the Primary Sponsored Person is not provided with work for a period greater than a fortnight, then the Sponsor must pay to the Primary Sponsored Person an amount equal to one-half (50%) of the fortnightly TSMIT amount for the length of the Stand Down and to pay any shortfall of TSMIT calculated over an annual salary period ('Top up');
  - (iii) A Top up payment will generally be made on an annual basis. However, where Primary Sponsored Person not being provided with work has resulted in the payment to a Primary Sponsored Person of less than the pro-rata TSMIT in three consecutive months, then the Commonwealth reserves the right to request that the Sponsor pay the Top up for that three month period at any time, and any balance owing for the period of time for which the Primary Sponsored Person was not provided with work, calculated over an annual salary period, at a later date as determined by the Commonwealth.

- 3 All other terms and conditions of this Agreement should be consistent with the Relevant Industrial Instrument. This Agreement shall prevail over the provisions of the Relevant Industrial Instrument as varied, to the extent of any inconsistency. Where this Agreement is silent the Relevant Industrial Instrument shall continue to apply.

NB: If sufficient work for the Primary Sponsored Person to be engaged on a full-time and ongoing basis is not available for an extended period of time, Sponsors should consider whether the Primary Sponsored Person should continue to be employed.

### **Item 3 Obligation to pay travel costs to enable sponsored persons to leave Australia**

The obligation in regulation 2.80 of the Migration Regulations is varied in accordance with the following provisions.

1. The Sponsor must pay travel costs in accordance with regulation 2.80 of the Migration Regulations in circumstances where the written request to pay travel costs is made while the person whose travel will be funded, is a person who is:
- (a) a Primary Sponsored Person; or
  - (b) a Secondary Sponsored Person.

The Sponsor must pay:

- (a) for one-way travel costs from the person's usual place of residence in Australia to the place of departure from Australia; and
- (b) for one-way travel costs from Australia to the country (for which the person holds a passport) specified in the request to pay travel costs, and
- (c) within 30 days of receiving the written request, and
- (d) for economy class air travel or, equivalent of economy class air travel.

It is reasonable and necessary for the Sponsor to meet costs which form a mandatory part of these travel costs including any transit visa costs and airport taxes.

Reasonable and necessary travel costs only include travel costs for persons, not the costs of transporting possessions. Costs which the Sponsor is not obligated to meet include:

- (a) Costs associated with relocation of personal effects (beyond any included airline baggage allowance).
- (b) Excess luggage
- (c) Rental property expenses ie: costs breaking a lease
- (d) Personal choices to include stopovers on international flights
- (e) Stopover hotels during international flights
- (f) Cost of obtaining a travel document (Passport)
- (g) Other costs that are beyond what is reasonable and necessary for the person to return to the country of which they hold a passport.

The Sponsor is not required to actually book the airline ticket.

Once the Sponsor has made a satisfactory payment (as defined in Regulation 2.80) for the total costs of return travel, they are not required to pay these costs again in relation to the same Primary Sponsored Person or Secondary Sponsored Person.

The Sponsor is required (as per Regulation 2.84) to notify the Department that payment has been made and include a copy of their evidence of the payment in this notification.

**Item 4      Obligation to pay costs incurred by the Commonwealth to locate and remove unlawful non-citizens**

The obligation in regulation 2.81 of the Migration Regulations is varied in accordance with the following provisions.

**1      No variation**

**Item 5      Obligation to keep records**

The obligation in regulation 2.82 of the Migration Regulations is varied in accordance with the following provisions.

**1      No variation**

**Item 6      Obligation to provide records and information to the Commonwealth**

The obligation in regulation 2.83 of the Migration Regulations is varied in accordance with the following provisions.

**1      In order to qualify for additional visa nominations in subsequent labour agreement years the Sponsor must provide the following information for the Commonwealth's consideration:**

- (a) proposed maximum number of Primary Sponsored Persons to be sponsored for the next year of the labour agreement;
- (b) evidence of skilled meat worker vacancies (including evidence and results of recent recruitment campaigns to fill these vacancies and advertising of each position with a Job Services Australia provider) for the nominated occupation;
- (c) an explanation of the requirement for additional overseas skilled meat workers, such as increasing operations or recruitment difficulties;
- (d) evidence of financial capacity to meet obligations under the labour agreement;
- (e) shift patterns for the previous six (6) months, and details of any redundancies and retrenchments of that period;
- (f) a staffing profile which indicates the ratio of Australian workers to holders of Temporary Visas (including secondary sponsored persons and visa holders such as Working Holiday Makers);
- (g) written evidence of local community consultations with stakeholders on the need for overseas Skilled Meat Workers. Stakeholders may include, but not limited to:
  - i. Local Councils;
  - ii. Federal and State Members of Parliament;
  - iii. Industry bodies;
  - iv. Unions; and
  - v. Other key stakeholders and community groups.

**Item 7      Obligation to provide information to the Commonwealth when certain events occur**

The obligation in regulation 2.84 of the Migration Regulations is varied in accordance with the following provisions.

- 1      The Sponsor must notify the Commonwealth within five (5) working days of any retrenchments or redundancies within the Meat Processing Establishment and must provide, with that notification, details of the Sponsor's method for identifying and processing of redundancies, in accordance with the requirements of the *Fair Work Act 2009*.
- 2      The Sponsor must notify the Commonwealth on the first week of each month of any circumstances where a Primary Sponsored Person has not reached pro-rata TSMIT for the previous month as a result of unpaid Stand Downs or reduced hours for that month.

**Item 8      Obligation to ensure primary sponsored person does not work in an occupation other than an approved occupation**

The obligation in regulation 2.86 of the Migration Regulations is varied in accordance with the following provisions.

- 1      The primary sponsored person may perform other duties to the extent of circumstances prescribed under Clause 2 of Schedule 6.

**Item 9      Obligation not to recover certain costs from a primary sponsored person or secondary sponsored person**

The obligation in regulation 2.87 of the Migration Regulations is varied in accordance with the following provisions.

- 1      Costs including but not limited to;
  - (a) the Sponsor's recruitment costs;
  - (b) public health costs (or insurance to cover public health costs) for both Primary and Secondary Visa Holders where the visa grant was prior to 14 September 2009; and
  - (c) English language testing and/or training for Primary Visa Holders;
- 2      Where the Sponsor provides accommodation and/or board:
  - (a) it must not be compulsory for the visa holders to accept the accommodation and/or board;
  - (b) it can only be charged at a fair and reasonable market rate; and
  - (c) charges for accommodation and/or board must satisfy the Commonwealth as being fair and reasonable;
- 3      The Sponsor must only permit the Skilled Meat Workers to authorise the Sponsor to make deductions from their gross salary where those authorised deductions are consistent with the Deductions Plan approved by the Commonwealth for that Sponsor and is consistent with relevant State/Territory legislation;

- 4 The Sponsor must be responsible for the costs in **Clause 1 (c), Item 9** of this **Schedule 4** as they relate to Primary Visa Applicants/ Holders, and English language training to enable the primary visa holder to either achieve the English language level prescribed under Subclass 457 as amended from time to time or to complete a total of 500 hours training.
-

## **Schedule 5 Training and employment obligations**

**1** The Sponsor and its Directors must continue to be:

(a) of good standing, including that they have a good record of complying with Commonwealth and State/Territory laws and, where they are a party to a Federal Industrial Instrument, have a satisfactory record of compliance with Federal workplace relations laws;

(b) an employer with a good record of training Australians including provision of ongoing skills development and re-training opportunities to Australians;

and

**2** The Sponsor must over the life of this Agreement:

(a) through the education, training and up skilling of Australians (with a focus on accredited training enabling meat labourers to progress to Skilled Meat Worker positions), reduce the level of reliance, within the term of operation of this Agreement, on overseas temporary entrants;

(b) provide career development opportunities to all Australian employees through the provision of a structured training strategy that includes, but is not limited to: accredited in-house training courses, external training courses, financial assistance to employees to undertake training relevant to their employment;

(c) ensure that employment of Australians as apprentices/trainees at a Meat Processing Establishment is maintained at a level which is either:

i) no less than 15 per cent of the total number of employees engaged in meat processing duties at the Meat Processing Establishment; or

ii) on average, expenditure on Structured Training for each Australian employee is at least \$1000 for each year of this Agreement OR expend at least 1.6 per cent of gross wages expenditure on Structured Training for Australians for each year of this Agreement

(d) conduct recruitment campaigns (in newspapers, professional journals, the Internet and with Job Network members) for Skilled Meat Workers. All temporary business long stay (Subclass 457) positions should be advertised with Australian Job Search for a minimum of 28 days prior to the lodgement of a nomination in respect of the positions.

## **Schedule 6 Further sponsorship obligations**

1. The Sponsor attests as part of this Agreement and in respect of any future nominations, in writing, that it has a strong record of, or a demonstrated commitment to employing local labour and non-discriminatory employment practices.
2. The Sponsor must ensure that the Primary Sponsored Persons are Skilled Meat Workers and that they will be employed only in skilled meat processing occupations except:
  - (a) where the Skilled Meat Worker is required to undertake suitable duties pursuant to the requirements of applicable Workers Compensation laws; or
  - (b) where the requirement is made for bona fide OH&S reasons to provide a worker with restricted duties consistent with existing medical opinion. The Meat Processing Company must notify the Commonwealth immediately if any period of restricted duties exceeds one week; or
  - (c) where a Skilled Meat Worker has completed his or her ordinary working hours, other duties outside of the 'Skilled Meat Worker' duties, including duties offered as part of Overtime, may be considered.
3. The Sponsor must ensure that all Primary Visa Applicants:
  - (a) are subject to integrity verification processes, including:
    - i. video taping of the assessment undertaken; or
    - ii. where exceptional circumstances render video taping impossible or impracticable; and a digital photograph of the Primary Visa Applicant submitted with the nomination and visa application. The Commonwealth may require the Sponsor to provide evidence of the exceptional circumstances which render video taping impossible or impracticable. Where the Commonwealth is not satisfied with the evidence the Sponsor provides, the Commonwealth may impose conditions; and
  - (b) have skills and work experience as defined by Skilled Meat Worker (**Schedule 2**); and
  - (c) undergo induction training on arrival, which should cover specific processes, knowledge of equipment, production speed, OH&S requirements specific to the Meat Processing Establishment at which they are employed.
4. The Sponsor must ensure that:
  - 4.1 for a Skilled Meat Worker who is the holder of a Subclass 457 visa and whose application for that visa was:
    - (a) made and determined before 14 September 2009; or
    - (b) made on the basis that the employer was a Standard Business Sponsor;
  - 4.2 nominate the Skilled Meat Worker within 4 weeks of the effective date of this Agreement.
5. The Sponsor must ensure that the integrity of the assessment process is maintained, including through:
  - (a) verifying within two (2) days of the Primary Visa Holder's arrival that the Primary Visa Holder is the same person assessed in 3.a (above) and in the digital

photograph submitted with the nomination and visa application; and notifying the Commonwealth immediately of any inconsistency;

- (b) notifying the Commonwealth within one (1) month of the Primary Visa Holder's arrival where a Primary Visa Holder does not meet the requirements and, if those requirements are not met, proposing remedial action to the Commonwealth;
  - (c) complying with any Commonwealth request for the Sponsor to obtain at the Sponsor's expense an independent audit, by an independent authority specified by the Commonwealth, such as use the services of any assessor associated with a skills assessment failure; and
  - (d) reassessing any Primary Visa Applicants/ Holders assessed by an assessor associated with a skills assessment failure.
6. The Sponsor must ensure that nominees can provide evidence of health insurance cover at time of application.
7. Where a Primary Sponsored Person's English language proficiency is below the level of English language proficiency that is prescribed in paragraph 457.223(4)(eb) of Schedule 2 to the Migration Regulations, the Sponsor must continue to pay for accredited English language training for the Primary Sponsored Person until such time as the Primary Sponsored Person's English language proficiency is at least the level of English language proficiency that is prescribed in paragraph 457.223(4)(eb) of Schedule 2 to the Migration Regulations.
8. Except where the Primary Sponsored Person is in Australia and holds a Subclass 457 visa, or is in Australia and the last substantive visa they held was a Subclass 457 visa, the Sponsor must ensure that the Primary Sponsored Person's English language proficiency is at least the level of English language proficiency that is prescribed in paragraph 457.223(4)(eb) of Schedule 2 to the Migration Regulations in circumstances where subparagraphs 457.223(4)(eb)(i), (ii) and (iii) do not apply.
9. The Sponsor must provide primary sponsored persons and secondary sponsored persons:
- (a) appropriate assistance, including transport from airports, assistance with finding accommodation and establishing household; and
  - (b) information on how to contact their local community groups and assistance.
10. Regardless of whether the Sponsor has been requested by a primary sponsored person or a secondary sponsored person to do so, the Sponsor must use its best endeavours to assist primary sponsored persons and secondary sponsored persons to establish links with the broader community, especially with respect to:
- (a) services of health professionals, schools and libraries; and
  - (b) relevant religious organisations, mothers' groups, child care providers and migrant services.
11. When recruiting primary sponsored persons or secondary sponsored persons, the Sponsor must make all reasonable inquiries to satisfy itself that the primary sponsored person or secondary sponsored persons do not owe money as a result of being recruited.
12. The Sponsor must not nominate primary sponsored persons or secondary sponsored persons who it has assessed, reasonably suspects or ought reasonably suspect of owing money as a result of being recruited.

13. The Sponsor must provide, the Commonwealth with a copy of the relevant industrial instrument to the occupations and sites included in this agreement which has been registered with Fair Work Australia.
14. Without limiting the generality of the preceding clause, the Sponsor will:
  - (a) liaise with and provide information to the Commonwealth as reasonably required by the Commonwealth for the purposes of such audits;
  - (b) comply with the Commonwealth's reasonable requests or requirements for the purposes of such audits.
15. The Sponsor acknowledges that it has provided:
  - (a) the information set out in the Annexure (if any);
  - (b) the documents attached to the Annexure (if any),to the Commonwealth for the purpose of demonstrating:
  - (c) the Sponsor's corporate background if the Sponsor is a body corporate, or the Sponsor's business background otherwise;
  - (d) the Sponsor's industry background;
  - (e) evidence of shortage of skills sought;
  - (f) salaries and employment conditions offered (including but not limited to a Letter of Offer to be provided to prospective employees nominated under this Agreement, setting out the terms and conditions of their employment); and
  - (g) evidence of the training, employment and career progression opportunities provided to Australian citizens.
16. The Sponsor acknowledges that the Commonwealth has relied on the information and/or documents (if any) referred to in the Annexure when deciding to enter into this Agreement.
17. The Sponsor warrants that the information and/or documents (if any) referred to in the Annexure were true and correct at the date of this Agreement.
18. The Sponsor will notify the Commonwealth as soon as the Sponsor becomes aware that any information or documents in the Annexure has changed or is no longer true and correct.
19. Unless specified otherwise in the Migration Act or the Migration Regulations, the Sponsor will retain all records generated for the purposes of this Agreement for seven (7) years from the date of expiration or termination of this Agreement.
20. The Sponsor acknowledges that:
  - (a) The rights of the Commonwealth under this Agreement are in addition to any relevant power, right or entitlement of the Auditor-General or the Privacy Commissioner; and
  - (b) Nothing in this Agreement reduces, limits, restricts or derogates from in any way any relevant function, power, right or entitlement of the Auditor-General or the Privacy Commissioner.

21. The Sponsor will allow:

- (a) the Commonwealth;
- (b) the Australian National Audit Office; and
- (c) the Ombudsman's Office,

to access the Sponsor's premises at all reasonable times and to inspect and copy all relevant documentation and records, however stored, in the Sponsor's possession or control, with respect to the Sponsor's performance of its obligations under the Agreement.

22. The Commonwealth's rights in the preceding clause are subject to:

- (a) the provision of reasonable prior notice to the Sponsor;
- (b) compliance with the Sponsor's reasonable security procedures;
- (c) each party bearing its own cost arising out of or in connection with any access, audit or inspection; and
- (d) if appropriate, entering into a deed of confidentiality relating to non-disclosure of the Sponsor's confidential information.

23. The Sponsor will ensure that any other agreements that it enters into with anyone else for the purpose of this Agreement, contains an equivalent clause granting the rights of access as specified in this Schedule. This clause will survive for seven (7) years from the date of expiration or termination of this Agreement.

24. In carrying out its rights and obligations under this Agreement, the Sponsor may use a migration agent but must only use the services of migration agents who are registered with the Migration Agents Registration Authority (MARA).

25. The Sponsor must not cause or permit a change in control of the Sponsor that would reasonably be regarded as inimical to the Sponsor's capacity to perform its obligations under this Agreement.

26. The Commonwealth may grant or refuse to grant consent, in its absolute discretion, to any application by the Sponsor for consent to a change in control of the Sponsor that may be inimical to the Sponsor's capacity to perform its obligations under this Agreement, and the Commonwealth may attach such conditions on consent as the Commonwealth sees fit.

27. The Sponsor must, within seven (7) days of receiving notice from the Commonwealth, provide such information and supporting evidence as the Commonwealth may request in relation to a change in control of the Sponsor that would reasonably be regarded as inimical to the Sponsor's capacity to perform its obligations under this Agreement, including but not limited to:

- (a) shareholdings;
- (b) issued shares;
- (c) board of Directors;
- (d) board of management;

- (e) executive officers;
  - (f) voting rights;
  - (g) partnership composition, if applicable; and
  - (h) the executive committee of an unincorporated association, if applicable,
- of the Sponsor, including the dates of any changes to those matters.

28. The Sponsor releases the Commonwealth for liability arising out of this Agreement whether for an alleged breach of contract, negligence or other cause of action. To avoid doubt, the Commonwealth will not be liable to the Sponsor for Damages or compensation, including loss of profits for actions or omissions in relation to the Commonwealth's obligations under this Agreement.

**Signing page**

**Signed** for and on behalf of the Commonwealth )  
under the written authority of the Minister for )  
Immigration and Citizenship: )  
)

.....  
Print name and details of the authorised person

.....  
Signature of Witness

.....  
Print name of Witness

Date of signing: ...../...../.....

**Signed by** )  
)  
ACN )  
in accordance with section 127 of the *Corporations* )  
*Act 2001* by: )

.....  
Signature of Director

.....  
Signature of Director/Secretary

.....  
Print name and details of Director

.....  
Print name and details of Director/Secretary

Date of signing: ...../...../.....

**Signed by:** )  
)  
..... )  
Print name and details of the Sponsor (if the Sponsor is not a )  
body corporate). )

.....  
Signature of Witness

.....  
Print name of Witness

Date of signing: ...../...../.....

**Signed by:** )  
)  
..... )  
Print name and details of the Sponsor (if the Sponsor is not a )  
body corporate). )

.....  
Signature of Witness

.....  
Print name of Witness

Date of signing: ...../...../.....

# Annexure

*[Paragraph 8, Schedule 5]*

## Information

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## Documents

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